

COLLECTIVE BARGAINING AGREEMENT BETWEEN
LAKWOOD SCHOOL DISTRICT
AND
**PUBLIC SCHOOL EMPLOYEES OF
LAKWOOD OFFICE PERSONNEL**

SEPTEMBER 1, 2005 - AUGUST 31, 2008

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P R E A M B L E

This Agreement is made and entered into between Lakewood School District Number 306 (hereinafter "District"), and Public School Employees of Lakewood School District, Local Chapter of the Public School Employees of Washington (hereinafter "Association").

In consideration of the mutual covenants contained herein, the parties agree as follows:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or superintendent of the District pursuant to RCW 41.56.030(2).

Section 1.3. The District shall provide the Association President all of the current position descriptions covering bargaining unit work. Such descriptions shall be clearly identified with their effective date.

Section 1.3.1. Descriptions for all positions subject to this Agreement shall be reviewed pursuant to Article V for consistency and appropriateness to the work assignment.

Section 1.3.2. Modification of existing position descriptions and/or the creation of new position descriptions shall be reviewed per Article V in regards to their effect upon hours, wages, working conditions and performance evaluations.

Section 1.4. The bargaining unit to which the Agreement is applicable shall consist of all classified employees in the following general job classifications: Office Personnel, except for the following excluded employees: the Human Resources Officer reporting to the Superintendent (1), the Executive Administrative Assistant reporting to the Superintendent and Assistant Superintendent (1), the Accounting Technician* (1), the Director of Finance (1), and the Payroll Accountant (1), for a total of five (5) excluded office personnel positions.

*In settlement of Unit Clarification Case No. 12861-C-00806, positions will be exempt while held by current occupants. At the time of a vacancy, parties will meet and confer regarding status. If unable to reach agreement, the matter will be submitted to PERC for resolution.

Section 1.4.1. The position of Accounting Technician will continue to be exempt as long as it is held by the current occupant;

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At the time that the position of Accounting Technician becomes vacant the parties will meet and confer to attempt to reach agreement on the exempt or non-exempt status of the position;

Should the parties be unable to agree, the matter of exempt or non-exempt status will be submitted to the Public Employment Relations Commission for resolution.

Section 1.5.

As used in this Agreement, the terms below shall be defined as follows:

- 1. Hire date: An employee’s first day of contracted work in the Lakewood School District.
- 2. Seniority: An employee’s years of service in the Lakewood School District.
- 3. Longevity: An employee’s total years of service in any Washington State school district.
- 4. Work shift(s): An employee’s daily contracted hours.
- 5. Day(s): Calendar days.
- 6. Work day(s); workday(s); working day(s); day(s) worked: Contracted days, days when school is in session, and/or days when the District office is open.

ARTICLE II

RIGHTS OF EMPLOYER

Section 2.1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. The District shall give due regard and consideration to the Association and to the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual.

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2 **Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention
3 of appropriate Association representatives and/or appropriate officials of the District.
4

5 **Section 3.3.** Employees subject to this Agreement have the right to have Association representatives
6 or other persons present at discussions between themselves and supervisors or other representatives of
7 the District.
8

9 **Section 3.4.** Neither the District, nor the Association, shall unlawfully discriminate against any
10 employee subject to this Agreement on the basis of race, creed, color, gender, sexual orientation,
11 national origin, religion, age or marital status or the presence of any sensory, mental or physical
12 handicap, except to the extent of a bona fide reason. This provision shall be interpreted and applied in
13 accordance with the District's affirmative action program.
14

15 **Section 3.5.** There shall be only one (1) official personnel file for each employee. Said files shall be
16 kept in the District administration office. Each employee shall have the right upon request, and after
17 making an appointment for that purpose with the personnel administrator, to review the contents of
18 their official personnel file. The review shall be made in the presence of the administrator responsible
19 for safekeeping of these files. During the review employees shall be allowed to copy any material
20 therein and shall be permitted to make a written inventory of material there, and, on request, have such
21 inventory signed and dated by a representative of the administration.
22

23 **Section 3.5.1.** Each employee shall be provided a copy of all material placed in their personnel file
24 within five (5) days of its insertion. An employee may petition for removal of any material placed in
25 the personnel file. If said petition is denied, the Superintendent or designee will respond in writing
26 within thirty (30) working days from the date of petition as to the reason(s) for the denial. Such denial
27 may be appealed per Article V. An employee may attach comments to any material that is a part of the
28 personnel file. Evaluations and pre-employment test results, when applicable, are considered a
29 permanent record.
30

31 32 33 **ARTICLE IV** 34

35 **RIGHTS OF THE ASSOCIATION** 36

37 **Section 4.1.** The Association has the right and responsibility to represent the interests of all employees
38 in the unit, to present its views to the District on matters of concern either orally or in writing, and to
39 enter collective negotiations with the object of reaching an agreement applicable to all employees
40 within the bargaining unit. The Association shall be notified by the end of June for any major changes
41 contemplated for the next School Year.
42

43 **Section 4.2.** The Association shall promptly be notified by the District of any grievances or
44 disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and
45 Grievance Procedure Articles contained herein. The Association is entitled to have an observer at
46 hearings conducted by any District official or body arising out of grievance and to make known the
47 Association's views concerning the case.
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Section 4.3. The manner in which the Association shall communicate with the District shall be through the office of the superintendent. Representatives of the Association shall obtain permission of the building principal, superintendent, or their designees, in order to have access to the premises during business hours, provided that the building principal, superintendent, or designee, shall, upon being requested for access, grant their permission if no hampering or obstruction of work results.

Section 4.4. The names, hire date, work assignments, addresses, and salary information of employees in the bargaining unit will be provided annually on approximately October 1st to the president of the Association. The preceding data for new employees will be provided to the president of the Association within ten (10) days of their hire date. Such information shall be updated upon request.

Section 4.5. The District will grant up to six (6) days to the Association President, President-Elect, or an elected delegate, with pay, for negotiations, grievances, or other meetings with the Employer or its representatives.

The Association may use the six (6) days for other meetings under the following conditions:

- A. That notice to take the leave be given to the Superintendent at least five (5) days in advance of the date the leave is to begin, if possible.
- B. That the purpose of the leave shall be clearly stated in the notice to the Superintendent.
- C. That the Association shall reimburse the District at a substitute rate of pay for each day utilized.

The District reserves the right to deny any leave that would be illegal.

ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1. The Association will designate a Conference Committee of up to three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable scheduled basis to discuss appropriate matters.

Section 5.2. The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may consult with the District on complaints without a grievance being made by an individual employee.

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4 **ARTICLE VI**
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6 **HOURS OF WORK AND OVERTIME**
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8 **Section 6.1.** The normal workweek shall consist of five (5) consecutive days followed by two (2)
9 consecutive days of rest.
10

11 **Section 6.2.** The District shall establish work shifts with designated times of beginning and ending.
12 Each shift shall include adequate time to perform assigned duties, including rest periods of fifteen (15)
13 minutes for each four (4) hours of work. Shifts in excess of four (4) hours per day shall include, in
14 addition to the above, an uninterrupted lunch period of not less than thirty (30) minutes, of the
15 employee's own time, to be as near the middle of the shift as possible.
16

17 **Section 6.3.** Each employee shall be assigned to a definite and regular shift and workweek, which
18 shall not be changed without prior notice to the employee of two (2) calendar weeks; provided,
19 however, this notice may be waived by the employee.
20

21 **Section 6.4.** Employees required to work through their regular lunch periods will be given time to eat
22 within their work shift as agreed upon by the employee and the supervisor. In the event an employee
23 is required to forego a lunch period and works the entire shift, including the lunch period, the
24 employee shall be compensated for the foregone lunch period.
25

26 **Section 6.5.** Employees requested to work a shift regularly filled by a higher paid employee shall
27 receive compensation equal to that normally received by the employee in the higher paid classification,
28 consistent with filling employee's incremental step. Employees requested to work a position
29 compensated less than the employee's regular hourly rate shall suffer no reduction in wages.
30

31 **Section 6.6.** Employees called back on a regular workday, on a weekend, or at any time beyond their
32 contract year, shall receive no less than two (2) hours pay at the appropriate rate, and if more than four
33 (4) hours are worked under such circumstances, the employee shall receive a minimum eight (8) hours
34 pay and an appropriate lunch period.
35

36 **Section 6.7. Overtime.** All hours of work subject to overtime rates of pay shall be approved, in
37 advance, by the employee's immediate supervisor. All employees shall be compensated at the rate of
38 one and one-half (1½) times their base rate for all hours worked over forty (40) hours per normal
39 workweek.
40

41 **Section 6.8.** In the event of an unusual school closure due to inclement weather, plant inoperation, or
42 the like, the District will make every effort to notify each employee to refrain from coming to work.
43 Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of
44 such a closure; provided, however, no employee shall be entitled to any such compensation in the
45 event of actual notification by the District of the closure prior to leaving home for work. Employees
46 will be notified of school closures and delays through radio, television and/or Internet.
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Section 6.8.1. In the event of a delay in school start time due to inclement weather, plant inoperation, or the like, employees are expected to report to work as close to their regular start time as safely possible. If an employee is unable to report to work at his/her regular start time, the employee shall have the opportunity within two (2) weeks of the event to make up the time missed at a time and on a date mutually agreeable to the employee and his/her supervisor. If the employee chooses not to make up the time missed, the employee shall take an appropriate leave or deduct for the missed time.

Section 6.9. With approval in advance by an employee’s supervising administrator, an employee may opt to request compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be able to expend the accrued time without disruption to the district program. Records documenting compensatory time will include the date worked, time worked, total hours worked, name of activity and supervising administrator’s signature. These records will be given to the supervising administrator when the accrued compensatory time is used. The District shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked. Unused compensatory time shall be cashed out at the end of August at the monetary rate at which it was earned. It is expected that employees will use compensatory time in a timely manner and that a plan for doing so will have been discussed with the employee(s)' supervisor as compensatory time is granted.

Section 6.10. The school calendar has been agreed to by the parties and is attached as Appendix B. Except for emergency situations, there shall be no deviation from, or change in, the school calendar unless explicitly agreed to by the parties. The District shall submit a draft of the student calendar to the Association no later than May 1 preceding the school year in question and shall work with the Association to reach consensus and present said calendar to the Board for adoption by June 1. If the parties are unable to reach consensus, the Board shall adopt the student calendar at its first regular meeting following June 1 preceding the school year in question. In the event of a drastic change in the school calendar, i.e., double shifting or year-round school, the District shall notify the Association of intent to implement such a change one year prior to the enactment of said change.

Section 6.11. Bargaining unit members shall be afforded all statutory rights regarding job sharing.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays. All employees shall receive the following paid holidays that fall within their work year:

- | | |
|---|---------------------------|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Day before or day after New Year's Day | 8. Thanksgiving Day |
| (as set by Superintendent) | 9. Day after Thanksgiving |

- | | |
|---------------------|----------------------------|
| 3. Presidents' Day | 10. Day before Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas |
| 6. Labor Day | 13. Martin Luther King Day |

Section 7.1.1. Unworked Holidays. Employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday, and has worked either the last scheduled shift preceding the holiday or the first scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness the employee was unable to work on either of such shifts and the absence by reason of such illness is covered by sick leave.

Section 7.1.2. Worked Holidays. Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

Section 7.1.3. Holidays During Vacation or on a Weekend. Should a holiday occur while an annual employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such. Should a holiday fall on Saturday or Sunday, Friday or Monday will be observed as a holiday, as determined by the superintendent.

Section 7.2. Vacations. All employees subject to this Agreement shall earn hours of vacation based on hours worked subject to the following provisions.

Section 7.2.1. Years of service for the purpose of determining vacation credit shall be effective the first day of September, provided the employee was hired prior to March 1 of that year.

Section 7.2.2. Employees subject to this Agreement shall earn hours of vacation credit, based on hours worked during the period September 1 to August 31 computed as follows:

<u>Longevity</u>	<u>Formulation of Hours of Vacation Credit</u>	
<u>Years</u>	<u>Full Time Days x 8 = Allowed Vacation Hours</u>	
1-3	10	80
4	11	88
5	12	96
6	13	104
7	14	112
8	15	120
9	16	128
10	17	136
11	18	144
12	19	152
13	20	160
14	21	168
15	22	176
16	23	184
17	24	192
18	24	192
19	24	192
20	25	200

1 Prorated vacation hours = Allowed vacation hours x FTE

2 FTE = Full-time equivalent

3
$$\text{FTE} = \frac{\text{Hours Worked}}{2080 - \text{Full-Time Holiday Hours} - \text{Allowed Full-Time Vacation Hours}}$$

4
5 **Section 7.2.3.** In computing the total vacation credit for any period of service, part of an hour will be
6 disregarded if less than one-half (½) hour; otherwise, it will be counted as a full hour.

7
8 **Section 7.2.4.** All hours worked will be counted in the computation of vacation credit, and hours
9 worked at premium rates shall be counted as straight-time hours in such computation. For every
10 regular workday from which an employee is absent due to compensated leave, excluding holidays, the
11 hours of the employee's normal work shift shall be credited as if worked.

12
13 **Section 7.2.5.** Time on layoff and time on authorized leave of absence will be counted as continuous
14 service for the purpose of establishing and retaining eligibility dates.

15
16 **Section 7.2.6.** Except as provided in the following section, any vacation credit currently due but
17 unused by the new accrual date each year may be carried over for one (1) year following the accrual
18 date with the approval of the immediate supervisor and administration. No vacation may be carried
19 over for more than one (1) year beyond the date on which it became due; provided, however, no
20 employee shall be denied accrued vacation benefits due to District employment needs.

21
22 **Section 7.2.7.** Vacations shall be granted at the discretion of the administration at times agreed upon
23 by the employee and the District. Employees shall have the option of vacation time in increments of
24 one (1) day or more and/or one (1) hour or more.

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28 **ARTICLE VIII**

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30 **SICK LEAVE / ILLNESS, INJURY AND EMERGENCY LEAVE AND OTHER LEAVES**

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32 **Family and Medical Leave Act of 1993.** Pursuant to the provisions of the Family and Medical Leave
33 Act of 1993, the District shall provide the appropriate leave for all eligible employees.

34
35 **Section 8.1.** Employees assigned one hundred eighty (180) or more workdays shall be entitled to
36 twelve (12) days of compensated leave each year to be used for illness, injury, and emergencies.
37 Employees assigned less than one hundred eighty (180) workdays shall be entitled to such leave on a
38 prorated basis.

39
40 Unused sick leave shall accumulate to the legal limit. Sick leave benefits shall be paid on the basis of
41 base hourly rate applicable to the employee's normal daily work shift; provided, however, that should
42 an employee's normal daily work shift increase or decrease subsequent to an accumulative ion days of
43 sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift
44 at the time the sick leave is taken, and the accumulated benefits will be recorded and expended on an
45 hourly rather than a daily basis. Doctor and dental appointments may be charged against sick leave in
46 case of illness. Sick leave may be utilized to care for a child of the employee under the age of eighteen
47 (18) with a health condition that requires treatment or supervision, stepchild, spouse, parent, step-
48 parent, grandparent, grandchild, sibling, parent-in-law, or any other family member.

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Employees shall have the right to avail themselves of the District’s leave-sharing program in accordance with State law and school board policy.

Pursuant to the provisions of the 2002 Washington Family Care Act, 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 practitioner to verify the need for treatment, care or supervision for any absence which exceeds five (5) consecutive days.

Section 8.2. When an employee will be absent from work due to illness, the employee shall give notice to the supervisor or the person designated by the superintendent to receive such notice, not later than 7 a.m. of the first day of the illness. If the absence may be for consecutive days, the District should be notified of the probable date of return. The District may require a doctor’s verification for any absence due to illness exceeding five (5) consecutive days.

Section 8.2.1. An employee returning from any illness, whether or not compensated leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.

Section 8.3. Sick Leave Attendance Incentive Program. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at the rate equal to one (1) days monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) days monetary compensation.

Section 8.3.1. At the time of separation from the District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) days current monetary compensation for each four (4) full days accrued sick leave.

Section 8.3.2. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would have normally earned. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 8.4. Compensated leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than with the District.

Section 8.5. No District employee shall be entitled to compensated leave while absent from duty due

1 to the following causes:

- 2
- 3 1. Sickness or disability sustained while on leave of absence without pay.
- 4 2. Inability to properly perform required duties because of intemperance or intoxication.
- 5

6 **Section 8.6. Emergency Leave.** Each employee shall be entitled to two (2) days leave with pay for
7 absence caused by emergencies. Employees may take additional days by submitting a request in
8 writing to the Superintendent. Emergencies shall be defined as sudden or unanticipated events where
9 preplanning could not relieve the necessity of the employee's absence. Emergency leave shall be
10 deducted from sick leave.

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12 **Section 8.7. Personal Leave.** Employees are entitled to two (2) days of personal leave paid per year.
13 Personal leave is neither leave for illness, injury or emergency. Personal leave will be granted by the
14 Superintendent provided:

- 15
- 16 1. There is compelling personal business.
- 17 2. Not for gainful employment.
- 18 3. The employee cannot reasonably attend to this personal business on a non-contracted day.
- 19 4. Personal leave is not intended for recreational purposes or to extend vacations or holidays.
- 20

21 The request shall be in writing. Requests for personal leave shall be submitted at least two (2)
22 business days prior to the leave whenever possible.

23

24 The employee shall not be required nor asked to state reasons for the leave beyond the term "personal"
25 and will be so stated on the leave form.

26

27 Employees will be compensated for any unused personal leave days during the school year. It is
28 understood that the employee's day shall be equal to the number of hours in their normal work shift. It
29 is further understood that compensation shall be at their current rate.

30

31 **Section 8.8. Family Illness and Bereavement Leave.** Each employee shall be entitled to a maximum
32 of three (3) days leave with pay upon each occasion of the death or serious illness to an employee's
33 child, step-child, spouse, parent, step-parent, grandparent, grandchild, sibling, parent-in-law, or any
34 other family member. Upon request, two (2) additional days with pay shall be extended for travel
35 outside of the State. The District retains the right to require the employee to supply proof of death
36 and/or relationship of decedent as well as justification of time required for bereavement-related
37 activities. Family illness leave is to be deducted from sick leave. Bereavement leave is not to be
38 charged to sick leave or any other compensated leave. Bereavement leave shall be taken within one
39 calendar year of the family member's death. Requests for exceptions shall be made in writing to the
40 Superintendent.

41

42 **Section 8.9. Maternity Leave.** Maternity leave is to be deducted from the total of compensated leave
43 maximum per year or from the total accumulated compensated leave. Employees granted maternity
44 leave in accordance with this section may at their option, be allowed compensated leave for maternity
45 leave as stated in 8.1. for only those days their physician certifies they could not perform the work
46 required. The District may verify the doctor's certification independently by a physician appointed by
47 them.

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49 **Section 8.10. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as

1 a witness in court, or is named as a codefendant with the District, such employee shall receive a
2 normal day's pay for each day of required presence in court; provided, however, that any compensation
3 received for such service shall be paid to the District. Such repayment shall not exceed the employee's
4 normal daily pay less bona fide expenses. In the event that an employee is a party in a court action,
5 such employee may request a leave of absence.

6 **Section 8.11. Leave of Absence.** Except for leaves of absence due to illness, any employee who has
7 completed two (2) years of service with the District may be granted an extended leave of absence for a
8 period not to exceed one (1) year, upon recommendation of the immediate supervisor through
9 administrative channels to the superintendent, and upon approval of the Board of Directors. Except as
10 provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay,
11 without fringe benefits, and without salary experience credit.

12
13 **Section 8.11.1.** The returning employee will not necessarily be assigned to the identical position
14 occupied before the leave of absence. However, if the position remains substantially unchanged, the
15 employee will be returned to the identical position. In the event the previously held position is
16 substantially eliminated, the employee shall be reinstated to a position equivalent in duties and salary
17 to that held at the time the request for leave of absence was approved, consistent with seniority herein.
18 Employees returning from maternity leave (Section 8.9 herein) shall be afforded the privileges
19 addressed herein.

20
21 **Section 8.11.2.** The employee will retain accrued sick leave, vested vacation rights, and seniority
22 rights while on leave of absence. However, vacation credits, seniority, and sick leave shall not accrue
23 while the employee is on leave of absence.

24
25 **Section 8.11.3.** If a returning employee refuses a position with equivalent duties and pay, the
26 employee shall be terminated.

27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

34 **Section 9.1.** Longevity is defined as the total years of service working for any Washington State
35 school district. Seniority is defined as the total years of service as an employee in the Lakewood
36 School District. The seniority of an employee in the bargaining unit shall be established as of the
37 employee's hire date in the Lakewood School District.

39 **Section 9.1.1.** When an employee leaves a school district within the State and commences
40 employment with the Lakewood School District, the employee shall be granted Schedule A placement,
41 vacation and sick leave benefits as an employee in the Lakewood School District who has similar
42 longevity. Employees with occupational status and years of service accumulated in the private sector
43 (non-K-12 public education) shall be evaluated pursuant to Section 15.7 herein.

45 **Section 9.1.2.** If the District has a different system for computing seniority, leave benefits, and other
46 benefits, then the employee shall be granted the same seniority, leave benefits and other benefits as an
47 employee in the District who has similar occupational status and total years of service.

1 **Section 9.1.3.** In the event an employee of the District, previously within the scope of Article I,
2 Section 1.4, is transferred back into the bargaining unit, such employee shall be credited with all
3 previously held seniority, provided that the employee has been continuously employed and provided
4 further that the employee shall not accrue seniority for employment outside the bargaining unit.
5

6
7 **Section 9.1.4.** In any case where seniority is equal, the employee with the earliest hire date will have
8 "seniority." Ties will be broken by lot.
9

10 **Section 9.2.** Each new hire shall remain in a probationary status for a period of not more than sixty
11 (60) working days following the hire date. During this probationary period, the District may discharge
12 such employee at its discretion, and the employee shall have no recourse to any grievance procedure.
13

14
15 **Section 9.3.** At the end of the employee's sixty (60) working-day probationary period, if the employee
16 is retained, the employee shall be placed on regular employee status and be subject to salaries,
17 insurance and leave provisions retroactive to the employee's hire date.
18

19 **Section 9.4.** The seniority rights of an employee shall be lost for the following reasons:
20

- 21 A. Resignation;
- 22 B. Discharge for justifiable cause; or
- 23 C. Retirement.
24

25 **Section 9.5.** Seniority accrued shall not be lost for the following reasons without limitation:
26

- 27 A. Time lost by reason of industrial accident, industrial illness, or jury duty;
- 28 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
29 United States;
- 30 C. Time spent on other authorized leaves; or
- 31 D. Time spent in layoff status as hereinafter provided.
32

33 **Section 9.6.** Seniority rights shall be effective within the bargaining unit as defined in Article I,
34 Section 1.4. herein.
35

36 **Section 9.7.** The senior employee shall have absolute preferential rights regarding shift selection,
37 vacation periods and special services (including overtime). The senior employee shall have
38 preferential rights regarding transfers, reassignment of present jobs, assignment to new or open jobs or
39 positions, promotions, hours of employment; (hours of employment shall not be construed to include
40 employee time added to a specific position, such additional hours shall not require posting); and
41 layoffs when ability and performance are substantially equal with junior employees. If hours are to be
42 reduced, seniority shall govern. If the District determines that seniority rights should not govern
43 because a junior employee possesses qualifications, ability and performance substantially greater than
44 a senior employee or senior employees, the District shall set forth in writing to the senior employee, or
45 employees, its specific reasons why the junior employee was selected.
46

47 **Section 9.8.** The District shall publicize within the bargaining unit, by written posting for a minimum
48 of five (5) days, the availability of new or open positions as soon as practicable. A copy of each

1 posting will be sent to the chapter president.

2
3 **Section 9.9.** Employees laid off are to be placed on a reemployment list maintained by the District
4 according to layoff ranking and are to have priority in filling any opening in the bargaining unit.
5 Names shall remain on the reemployment list for two (2) years. Employees shall have one (1) week
6 notice in the event of layoff.

7
8
9 **Section 9.10.** Employees of layoff status shall file their address in writing with the personnel office of
10 the District and shall thereafter promptly advise the District in writing of any change of address.

11
12 **Section 9.11.** An employee shall forfeit rights to reemployment as provided in Section 9.9 if the
13 employee does not comply with the requirements of Section 9.10 or if the employee does not respond
14 to the offer of reemployment within ten (10) days.

15
16 **Section 9.12.** An employee on layoff status who rejects an offer of reemployment forfeits seniority
17 and all other accrued benefits.

18
19
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21 **ARTICLE X**

22
23 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

24
25 **Section 10.1.** The District shall have the right to discipline or discharge an employee for justifiable
26 cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure
27 hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner
28 which will not embarrass the employee before other employees or the public. Disciplinary measures
29 shall be applied in a progressive manner. Progressive discipline shall be adhered to except in those
30 instances in which a grave problem or a problem of such severity warrants a departure from said
31 policy.

32
33 **Section 10.2. Notification to Non-annual Employees.** This section is intended to be applicable to
34 those employees whose duties necessarily imply less than twelve (12) months work per year.

35
36 **Section 10.2.1.** Should the District decide to not reemploy any non-annual employee for the following
37 school year, the employee shall, whenever possible, be notified in writing prior to the expiration of the
38 current school year.

39
40 **Section 10.2.2.** Nothing contained herein shall be construed to prevent the District from discharging
41 an employee for acts of misconduct occurring after the expiration of the school year.

42
43
44
45 **ARTICLE XI**

46
47 **INSURANCE AND RETIREMENT**

1 **Section 11.1.** The District shall provide the entire State-funded amount per month for twelve (12)
2 months each year for each employee subject to this Agreement on an FTE basis for the payment of
3 premiums of mutually approved insurance plans. For insurance calculation purposes, one (1) FTE
4 equals 1,440 or more hours of compensation per year. Employees compensated for fewer than 1,440
5 hours per year shall be entitled to a prorated amount based on one (1) FTE. The District shall pay the
6 maximum premium amount specified in this Section for mutually approved basic insurance programs
7 which may include medical, dental, vision, group term life, and group long-term disability coverage.
8 Optional programs may include VEBA III, cancer insurance, accident insurance, salary insurance or
9 supplemental group life insurance.

10
11 **Section 11.1.1.** All bargaining unit insurance dollars shall be pooled for the purpose of paying the cost
12 of premiums of basic insurance coverage for each bargaining unit member. Only after members of the
13 bargaining unit have received benefit of basic insurance coverage, shall pool dollars be used for
14 optional coverage.

15
16 **Section 11.1.2.** It is agreed that upon closing of the insurance enrollment period the District shall
17 compare the bargaining unit insurance premium usage to the size of the insurance premium pool. This
18 comparison shall be made again in June to insure full utilization and compliance with all State
19 regulations. All such District computations shall be provided to the Association.

20
21 **Section 11.1.3.** The FTE count for both pool generation and pool distribution is closed with the
22 submission of the S275 Report. All employees subject to this Agreement who are hired after
23 October 1 of each year shall be entitled to the amount defined in Section 11.1 per FTE based upon
24 1,440 hours of work, and not participate in the insurance premium pool. Further, except for addition of
25 new dependents, enrollment for dependents closes with the expiration of the open insurance enrollment
26 period each September.

27
28 **Section 11.2.** The District shall provide an indemnity coverage for all employees.

29
30 **Section 11.3.** All employees subject to this Agreement shall be entitled to participate in a mutually
31 approved tax sheltered annuity plan. On receipt of a written authorization by an employee, the District
32 shall make the requisite withholding adjustments and deductions from the employee's salary.

33
34 **Section 11.4.** In determining whether an employee subject to this Agreement is eligible for
35 participation in the Washington State Public Employees' Retirement System, the District shall report
36 all hours compensated, whether straight time or overtime.

37 38 39 40 41 42 43 44 45 46 47 48 ARTICLE XII

ASSOCIATION MEMBERSHIP AND CHECKOFF

44 **Section 12.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement,
45 is a member of the Association in good standing, and each employee subject to this Agreement who
46 thereafter becomes a member of the Association in good standing, shall, as a condition of employment,
47 maintain membership in the Association in good standing during the period of this Agreement.

1 **Section 12.2.** Any employee subject to this Agreement, who on the date of execution of this
2 Agreement or its effective date, whichever is later, is not a member in good standing of the Association
3 and does not wish to become a member, and all employees hired subsequent to the date of execution of
4 this Agreement or its effective date, whichever is later, who do not wish to become members, shall
5 submit a letter by registered mail to Public School Employees of Washington, P.O. Box 798, Auburn,
6 Washington 98071, within sixty (60) calendar days of the execution date of this Agreement or its
7 effective date, or within sixty (60) calendar days of hire, whichever is later and appropriate, stating that
8 such employee does not wish to become a member. Should any such employee fail to submit said
9 letter within the specified period, said employee shall immediately obtain and maintain membership in
10 good standing of the Association as a condition of continued employment.

11
12 **Section 12.3.** The parties recognize that an employee should have the option of declining to
13 participate as a member of the Association, yet contribute financially to the activities of the
14 Association in representing such employee as a member of the collective bargaining unit. Therefore,
15 as an alternative to, and in lieu of the membership requirements of the previous sections of this Article,
16 an employee who declines membership in the Association shall pay to the Association each month a
17 service charge as a contribution toward the administration of this Agreement in an amount equal to the
18 regular monthly dues. This service charge shall be collected by the Association in the same manner as
19 monthly dues.

20
21 **Section 12.4.** The District will notify the Association of all new hires within ten (10) working days of
22 the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of
23 this article.

24
25 The District shall furnish the new hire a copy of this Agreement, to be provided by the Association, at
26 the time of hire.

27
28 **Section 12.5. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any
29 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall
30 transmit all such funds deducted to the treasurer of the Public School Employees of Washington on a
31 monthly basis.

32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Grievances or complaints arising out of the interpretation and application of this
Agreement shall be resolved in strict compliance with this article.

Section 13.2. Grievance Steps.

Section 13.2.1. Step 1. The employee shall first discuss the grievance with the immediate supervisor.
All grievances not brought to the immediate supervisor in accordance with the preceding sentence
within thirty (30) days of when the employee became aware of the occurrence of the grievance, shall
be invalid and subject to no further processing. At any point during the grievance procedure, the
aggrieved may file a written notice to the superintendent terminating the grievance. The grievant may

1 be accompanied by an Association representative at this step and/or any succeeding grievance
2 meeting/step.

3
4 **Section 13.2.2. Step 2.** If the grievance is not resolved to the employee's satisfaction in accordance
5 with the preceding subsection, the employee shall reduce to writing a statement of the grievance
6 containing the following:

- 7
8 A. The facts on which the grievance is based;
9 B. A reference to the provisions in this Agreement and the words which have been specifically
10 violated, and
11 C. The remedy sought.

12
13 The employee shall submit the written statement of grievance, within fifteen (15) working days of the
14 Step 1 meeting, to the immediate supervisor for reconsideration and shall submit a copy to the official
15 in the administration responsible for personnel. The parties will have ten (10) working days from
16 submission of the written statement of grievance to resolve it. A written statement indicating the
17 disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has been
18 made, the aggrieved party shall terminate the grievance in writing.

19
20 **Section 13.2.3. Step 3.** If no settlement has been reached within the ten (10) working days referred to
21 in the preceding subsection, and the Association believes the grievance to be valid, a written statement
22 of grievance shall be submitted within fifteen (15) working days following the Step 2 meeting to the
23 District superintendent or the superintendent's designee. After such submission, the parties will have
24 fifteen (15) working days to resolve the grievance. A written statement indicating the disposition of
25 the grievance shall be furnished the aggrieved. If an agreeable disposition has been made, the
26 aggrieved party shall terminate the grievance in writing.

27
28 **Section 13.2.4. Step 4.** If the grievant is not satisfied with the decision at Step 3 or if no decision has
29 been rendered within fifteen (15) working days following the filing of the appeal, the grievant may
30 request that the Association submit the grievance to arbitration. Such request must be made within
31 fifteen (15) working days following receipt of the decision made at Step 3.

32
33 The Association shall notify the District of its intent to seek arbitration and, within fifteen (15)
34 working days, the Association and the Board will jointly request a list of five (5) arbitrators. They
35 shall alternately strike names from the list. The first name not stricken by either party shall be the
36 arbitrator utilized. The arbitrator so selected shall schedule and conduct hearings as expeditiously as
37 possible under the following rules and procedures.

- 38
39 A. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be
40 empowered to request such data as the arbiter deems pertinent to the grievance and shall render
41 a decision in writing to both parties within thirty (30) days (unless mutually extended) of the
42 completion of the closure of record.
43 B. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for
44 arbitration, which decision shall be final and binding on both parties.
45 C. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse
46 to receive any information after the hearing except in the presence of both parties and where
47 there is mutual agreement.
48 D. Each party to the proceedings may call such witness as may be necessary in the order in which
49 their testimony is to be heard. Such testimony shall be limited to the matters set forth in the

1 written statement of grievance. The arguments of the parties may be supported by oral
2 comment and rebuttal. Either or both parties may submit written briefs within a time period
3 mutually agreed upon. Such arguments of the parties, whether oral or written, shall be
4 confined to and directed at the matters set forth in the grievance.
5

6 **Section 13.3.** In the event the grievance or arbitration discussions occur during regular employment
7 time, the District shall provide release time without loss of compensation limited to the grievant,
8 required witnesses, and one (1) Association representative unless otherwise approved by the District.
9 It is recognized that meetings and/or discussions to prepare for grievance and/or arbitration hearings
10 are to take place outside the employee's workdays and are not protected by this section. The District
11 shall not discriminate against any employee or the Association for taking action under this Article.
12

13 **ARTICLE XIV**

14 **PERFORMANCE EVALUATION**

15
16
17 **Section 14.1.** An annual evaluation shall be completed by June 15th of each year for less than 260-day
18 employees and by August 1st for all other employees by the employee's designated supervisor. The
19 performance evaluation shall consist of a written rating of the employee's performance in the essential
20 skill and knowledge areas of the job, as elaborated in the current position description. No employee
21 will be evaluated on a changed job description until a minimum of sixty (60) days has elapsed since a
22 revised description was given the employee and Association. Any formal evaluation completed during
23 the interim sixty (60) day period shall be predicated upon the original job description.
24

25 **Section 14.2.** The completed evaluation will be signed by the employee. A copy will be placed in the
26 employee's personnel file and the employee shall receive a copy. The employee's signature
27 acknowledges receipt of the evaluation. Any unsatisfactory evaluation will be reviewed with the
28 employee at a conference. The employee may, within fifteen (15) days of the conference, file a written
29 attachment to the evaluation.
30

31 **Section 14.3.** Employee evaluation forms will be reviewed bi-annually at the request of either party
32 pursuant to the terms of Article V herein.
33

34 **ARTICLE XV**

35 **SALARIES AND EMPLOYEE COMPENSATION**

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39
40 **Section 15.1.** Employees shall be compensated in accordance with the provisions of this Agreement
41 for all hours worked.
42

43 **Section 15.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are
44 contained in Schedule A attached hereto and by this reference incorporated herein.
45

46 **Section 15.3.** For purposes of calculating daily hours, time worked shall be rounded to the next one
47 quarter (1/4) hour.
48

1 **Section 15.3.1.** Each employee shall receive, no later than November 15th of each School Year, a
2 comprehensive statement of employment benefits: days/hours of regular scheduled employment, sick
3 leave and vacation balances as of the beginning of the School Year, medical FTE and District
4 maximum individual medical monetary authorization. Employees will be updated if there are any
5 changes in any of the above entitlements.
6

7 **Section 15.4.** Any employee required to travel from one site to another in a private vehicle during
8 working hours shall be reimbursed for such travel on a per-mile basis at the current rate as set by the
9 IRS.
10

11 **Section 15.5.** Employees required to remain overnight on District business shall be reimbursed for
12 room and board expenditures. Employees on District business during the evening meal time shall be
13 reimbursed for an evening meal. All such reimbursement shall be in accordance with Board policy.

14 **Section 15.5.1.** Employees must accumulate a minimum of twenty-five dollars (\$25.00) of
15 reimbursable expenses before submitting a request for reimbursement. Reimbursement requests not
16 totaling twenty-five dollars (\$25.00) will be processed in June of each year.
17

18 **Section 15.6.** Incremental steps, where applicable, shall take effect on September 1 of each year
19 during the term of this Agreement; provided, the employee has been hired prior to and actively
20 employed continuously since March 1 of the previous employment year.
21

22 **Section 15.7.** Newly hired employees may request and be granted an evaluation by the District
23 regarding previous work experience that is relevant to their position description. If in the judgment of
24 the administration the experience is comparable to other work experience which would warrant
25 advanced incremental (longevity) Schedule A ranking, such ranking will be awarded.
26
27
28

29 **ARTICLE XVI**

30 **PROFESSIONAL DEVELOPMENT**

31
32
33 **Section 16.1.** Employees attending training courses required by state regulation or District policy as a
34 condition of continued employment will be paid by the District at the employee's normal wage per
35 hour for all time in attendance beyond the employee's regular school employment time, plus any fee,
36 tuition, or transportation costs. If the time in attendance causes the employee(s) to exceed forty (40)
37 hours of work in one (1) week, the employee(s) will be paid at one and one-half (1½) times the
38 applicable rate of pay.
39

40 **Section 16.2.** Employees attending training courses or seminars requested by the employee and
41 approved by the District will suffer no loss of regular salary, if the course requires them to attend on
42 their regular school employment time, but no salary payment will be made for any time an employee
43 would not have regularly worked; however, expenses incurred for transportation and/or training course
44 fees and tuitions will be paid by the School District. Approval of the School District will be based
45 upon value of the training to the District and availability of funds.
46

47 **Section 16.3. Optional Time.** All members of the bargaining unit shall have the option of utilizing
48 up to seven (7) hours of pay at the regular hourly rate, or the overtime rate, when applicable, for

1 District approved uses. Optional Time, as stated herein, shall be used only for hours of compensation
2 beyond the regular work shift. Expenses incurred for transportation and/or training course fees and
3 tuitions may be paid by the District. This section shall not serve to limit the District from authorizing
4 hours of compensation in addition to and/or apart from option time as stated in this section.
5

6 **Section 16.4. Committee Time.** Recognizing that participation in site-based decision making and
7 other District planning activities places an impact on employees' work loads, the District shall
8 endeavor to set reasonable expectations for participation in these activities. Employees who are
9 requested to serve on site-based planning committees or other District authorized committees which
10 meet at times other than the employees' normal work hours shall be paid for their time in attendance at
11 either their normal hourly rate or their overtime rate, whichever is applicable.
12

13
14
15 **Section 16.5.** A professional development fund in the amount of \$1,000.00 will be provided to this
16 bargaining unit each school year. The money will be distributed by the Professional Development
17 Review Committee, consisting of three members of the bargaining unit appointed by the unit's Board
18 of Trustees.
19

20 The committee will accept written applications for use of professional development funds and
21 distribute said funds up to the annual limit according to the established guidelines.
22

23 In the event of a double levy failure, this section is void for the period of time impacted by the
24 District's failure to receive local levy funds.
25

26 Professional development funds that were not used within the previous school year will be rolled over
27 into funds available for the next school year.
28
29
30

31 **ARTICLE XVII**

32 **TERM AND SEPARABILITY OF PROVISIONS**

33
34
35 **Section 17.1.** The term of this Agreement shall be September 1, 2005 to August 31, 2008.
36

37 **Section 17.1.1.** Effective September 1, 2005, and during each year of the Agreement, salaries on
38 Schedule A shall be increased by the cost of living percentage increase provided by the Legislature for
39 that year.
40

41 **Section 17.2.** This Agreement shall be reopened and modified at any time during its term upon mutual
42 consent of the parties in writing; provided, however, that this Agreement shall, in the event that the
43 Legislature suspends annual cost of living increases, be reopened to negotiate Article XV, and as
44 necessary to consider the impact of any legislation enacted following execution of this Agreement
45 which may arguably affect the terms and conditions herein or create authority to alter personnel
46 practices in public employment.
47

48 **Section 17.2.1. Health Room and Medical Duties.** Policies and procedures for the health rooms will

1 be included in the employee orientation and training activities.

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Section 17.3. All provisions except those in Section 17.2 of this Agreement shall be applicable to the entire term of this Agreement at the execution date.

Section 17.4. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 17.5. Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

S I G N A T U R E P A G E

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

LAKWOOD OFFICE
PERSONNEL CHAPTER

LAKWOOD SCHOOL DISTRICT

BY: _____/s/
Peggy Webb, Chapter President

BY: _____/s/
Larry Francois, Superintendent

DATE: September 19, 2005

DATE: September 19, 2005

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17 **SCHEDULE A**

18
19 **LAKWOOD SCHOOL DISTRICT**
20 **OFFICE PERSONNEL (1.2% Salary Increase)**

21
22 **September 1, 2005 – August 31, 2006**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>10 Yrs.</u>	<u>15 Yrs.</u>	<u>20 Yrs.</u>
26 <u>Administrative Assistant</u>						
27 <u>To Support Services</u>	\$17.36	\$17.95	\$18.56	\$18.91	\$19.26	\$19.61
28 Design Production Specialists						
29 Operations Administrative Assistant						
32 <u>Administrative Assistant</u>	\$16.74	\$17.36	\$17.95	\$18.30	\$18.65	\$19.00
33 Administrative Assistant to Building Principal						
34 Grant Program Secretary						
35 Special Services Secretary						
36 Transportation Administrative Assistant						
39 <u>Secretary</u>	\$14.36	\$14.97	\$15.55	\$15.90	\$16.25	\$16.60
40 Board Secretary						
41 High School Counselor Secretary						
42 Middle School Counselor Secretary						
45 <u>Assistant Secretary</u>	\$13.76	\$14.36	\$14.97	\$15.32	\$15.67	\$16.02
46 Assistant Secretary						
47 Mail Clerk						
48 Sub Caller						

1
2 LAKEWOOD OFFICE
3 PERSONNEL CHAPTER

LAKEWOOD SCHOOL DISTRICT

4
5
6 BY: _____/s/_____
7 Peggy Webb, Chapter President

BY: _____/s/_____
Larry Francois, Superintendent

8
9
10 DATE: _____September 19, 2005_____

DATE: _____September 19, 2005_____

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17 **SCHEDULE A**

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19 **LAKEWOOD SCHOOL DISTRICT**
20 **OFFICE PERSONNEL (1.7 % Salary Increase)**

21
22 **September 1, 2006 – August 31, 2007**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>10 Yrs.</u>	<u>15 Yrs.</u>	<u>20 Yrs.</u>
<u>Administrative Assistant</u> <u>To Support Services</u>	\$17.66	\$18.26	\$18.88	\$19.23	\$19.58	\$19.93
Design Production Specialists						
Operations Administrative Assistant						
<u>Administrative Assistant</u>	\$17.02	\$17.66	\$18.26	\$18.61	\$18.96	\$19.31
Administrative Assistant to Building Principal						
Grant Program Secretary						
Special Services Secretary						
Transportation Administrative Assistant						
<u>Secretary</u>	\$14.60	\$15.22	\$15.81	\$16.16	\$16.51	\$16.86
Board Secretary						
High School Counselor Secretary						
Middle School Counselor Secretary						
<u>Assistant Secretary</u>	\$13.99	\$14.60	\$15.22	\$15.57	\$15.92	\$16.27
Assistant Secretary						
Mail Clerk						
Sub Caller						

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LAKESWOOD OFFICE
PERSONNEL CHAPTER

LAKESWOOD SCHOOL DISTRICT

BY: _____/s/_____
Peggy Webb, Chapter President

BY: _____/s/_____
Larry Francois, Superintendent

DATE: September 19, 2005

DATE: September 19, 2005