

ARTICLE III. RIGHTS OF DISTRICT AND ASSOCIATION

SECTION A. Management Rights

The rights, powers, authority and functions of management shall remain exclusively vested in the District and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.

SECTION B. Association Rights

- 1. Right to Use Equipment and Facilities.** The Association shall have the right to use the District's equipment, machines and other technology for Association business during non-contract hours. The Association agrees to provide all its own consumable supplies and/or reimburse the District for the reasonable costs of operating such equipment.

The Association and its representatives may use District buildings for meetings and to transact Association business during nonworking hours. The Association representative shall check with the building administrator to assure there is no conflict because of a previously scheduled meeting.

The Association will be allowed to post notices of activities and matters of Association's concern on a bulletin board to be provided in each faculty lounge or teachers' dining area (if there is no faculty lounge) of each building in the District.

The Association will be allowed to use in-district mail service and teacher mailboxes for the dissemination of announcements and information to the employees of the District. Association correspondence shall include the Association official title and indicate the Association representative issuing the correspondence.

The Association acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and that Association use of this equipment and facilities does not create an expectation of privacy for their use. No Association use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District. Association members shall not use the public resources identified in this section for personal purposes (matters which do not relate to official Association or District business). The Association agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal authorities.

- 2. Right to Involvement.** The Association shall have input and involvement in the hiring process of certificated supervisory district-wide and building level positions which are posted and advertised as a vacancy.

The Director of Personnel and the Association shall cooperate in the organization and coordination of the orientation program. The Association shall be given sufficient time to present Association information and programs to all employees within the bargaining unit.

3. **Right to Information.** The District will furnish to the Association, upon written request, and without cost to the District, information including annual financial reports and audits, tentative budgeting requirements and allocations, monthly revenue and expenditure reports, a register of bargaining unit employees, student enrollment data and reports, agenda and minutes of all Board meetings, a directory of employees and personnel information necessary to process grievances with the written permission of the employee(s) involved. The District shall promptly provide to the Association board reports listing new employees.
4. **No Loss of Pay.** When mutually scheduled by the District and the Association to participate during working hours in negotiations and grievance processing the Association representatives will suffer no loss in pay.
5. **Hold Harmless.** The Association will indemnify, defend and hold the District harmless against any employee claims, and any employee suit instituted against the District on account of the implementation of this section.

SECTION C. Shared Decision Making

The goal of using a shared decision making process is to better accomplish the desired outcomes and goals of the District and the school sites by distributing decision making power and accountability throughout the organizational structure. Effective shared decision making in a public school setting requires the involvement of those who are impacted. Shared decision making is a process which promotes problem solving and group decision making at the most immediate level using consensus within District parameters.

1. Each building or work site shall have a Shared Decision Learning Improvement Team (SDLIT). Each SDLIT shall develop and implement procedures so that representatives of other groups of employees, patrons, or students who are affected by any particular decision are involved in a shared decision making process as determined by the SDLIT.
2. The power of the SDLIT to make independent decisions is limited to the group's area of responsibility, to budgeted limits of discretionary spending authority, and to the extent that the decision does not create an undesirable impact on some other individual or group. Such decisions must be consistent with the terms and conditions of local collective bargaining agreements and school board policy. Waivers of the BEA Collective Bargaining Agreement and District policy may be requested. The granting of such waivers must be consistent with the operating procedures of the BEA and the Bremerton School Board of Directors.

3. Beyond the comprehensive learning plan, the SDLIT shall be responsible for making decisions within the authority delegated to it by federal or state law or regulation, board policy, contract language, district administrators, and principals.
4. In order to effectively implement shared decision making, SDLIT guidelines are as follows:
 - a. The SDLIT shall, in all cases, include the Building Administrator.
 - b. Goals, agendas, and minutes, will be used and published to make decisions in a timely manner at each site.
 - c. Persons affected by the problem or issues will have the opportunity to be involved and influence the outcome directly or indirectly or through representatives of their choosing.
 - d. The SDLIT may either be the total staff group or a representative body. If it is a representative body, the representatives are to be selected by, and remain responsible to, their respective constituencies (including itinerants and specialists).
 - e. Each site will determine the process to be used in identifying and resolving issues.
 - f. If the SDLIT is a representative group, the representatives are empowered to make decisions.
 - g. The SDLIT may delegate tasks to any appropriate individual, sub group, or committee task force.
 - h. Each building shall review and publish its SDLIT structure, process, and definition of consensus on an annual basis.
5. All decisions must comply with Federal and State laws and regulations, with negotiated labor contracts, with existing District policies, and with existing agreements between impacted groups.

SECTION D. No Strike/Lockout

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