COLLECTIVELY BARGAINED AGREEMENT

by and between

THE BOARD OF EDUCATION

of the

FEDERAL WAY PUBLIC SCHOOLS - DISTRICT NO. 210

and

FEDERAL WAY EDUCATION ASSOCIATION EDUCATION SUPPORT PROFESSIONALS

Effective
September 1, 2017, through August 31, 2018

Federal Way Education Association Education Support Professionals - ESP
Federal Way Public Schools, District No. 210

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PREAMBLE

This Agreement is made and entered into between the Federal Way Public Schools, District #210, (hereinafter called the "District" or "employer") and the Federal Way Education Association Education Support Professionals (hereinafter called the "Association").

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

DECLARATION OF PRINCIPLES

1. The efficient administration of the Federal Way Public School system and the well being of employees requires an orderly and constructive relationship be maintained between the parties hereto.

2. Secretarial-clerical employees shall have the opportunity to express their concerns regarding personnel policies and procedures to be developed affecting their employment.

3. Subject to law and the paramount consideration of service to the public, employee-management relations can be improved by providing employees with an opportunity to communicate their concerns regarding matters affecting the conditions of their employment.

4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties to promote and improve employee-management relations within the spirit of the Public Employees Collective Bargaining Act as amended, and to establish a basic understanding relative to the rights and obligations of the parties hereto, and to provide a means for amicable discussions and adjustments of matters of mutual interest.

ARTICLE I - Recognition and Definitions

Section 1.1 - The District hereby recognizes the Association as the exclusive bargaining representative for all secretarial-clerical employees whose functional job titles are listed in Appendix A. This negotiated Agreement is applicable to and includes all such employees.

Section 1.2 - Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as secretary necessarily imply a confidential relationship such as to the Board of Education or the Superintendent of the District or the Chief Operating Officer and Assistant Chief Operating Officer, pursuant to RCW 41.56.030(2). Specifically excluded from the bargaining unit will be the Superintendent's

secretary, the secretary to the Board of Education, secretaries to the Chief Operating Officers, Executive Secretaries, Finance, and secretary to the Director of Human Resources.

Section 1.3 - ESP reserves the right to bargain the salary placement of new positions.

Section 1.4 - The following types of employees are included in the bargaining unit to the extent identified:

Permanent employees are those employees who hold positions that are funded by state, federal, or local funds which are formula or levy driven.

Casual Substitutes are those employees hired to fill in for absent employees or to fill a vacant position for less than twenty (20) days in the school year.

Regular Substitutes included in the bargaining unit are those who have worked twenty (20) days during the school year. Regular substitutes will be paid at the lowest hourly rate of the job classification in which they substitute. For each 1,440 hours a regular substitute works in this bargaining unit, s/he will be credited with one (1) year of seniority in the event s/he becomes a permanent employee.

Temporary employees are those who hold positions with a fixed term of less than ninety (90) days. Temporary employees are not in the bargaining unit and shall be paid at the lowest hourly rate of the job classification in which they work.

Term contract employees are those who are funded by external grants (for which competitive proposals were submitted to an outside funding source) for which there is no reasonable expectation for continuance beyond the term of the grant. Term contract employees are covered by the terms of this Agreement except for RIF and any implied job security beyond the term of the grant under which they were hired.

Leave Replacement employees are those hired to fill in for a person on a long-term leave of more than twenty (20) days. They have no expectation of employment beyond the length of the leave. The leave replacement employee will receive a letter specifying the beginning and ending dates of his/her employment.

ARTICLE II - Distribution of Agreement

Section 2.1 - After ratification of the Tentative Agreement by each party, the District shall make an electronic version of the agreement available to all currently employed members within the bargaining unit. This will occur as soon as administratively feasible. A hard copy will be provided to each building. Additional hard copies may be obtained from Human Resources upon request.

Section 2.2 - Ten (10) additional hard copies of the Agreement shall be provided the Association President(s).

ARTICLE III - Rights of Employer

Section 3.1 - It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the School Board and administrative staff of the District. The District shall retain the right to maintain efficiency of the District operation by determining the methods, means, and personnel assignments by which such operations are conducted except when such actions are inconsistent with the terms of this Agreement.

Section 3.2 - The right to make reasonable rules and regulations shall be considered an acknowledged function of the District. In making rules and regulations relating to personnel policies, procedures, and matters of working conditions; the District shall give due regard to and consideration of the rights of the Association and the employees and to the obligations imposed by this Agreement.

Section 3.3 - Any decision to subcontract bargaining unit work will be made only after following the OSPI guidelines, which include, but are not limited to, feasibility studies with Association involvement.

Section 3.3.1 - Bargaining unit work shall not be given to individuals outside of the ESP Association. This is not intended to affect volunteers who occasionally provide help to ESP employees.

ARTICLE IV - Rights of Employees

Section 4.1 - It is agreed that the employees of the unit defined herein shall have and shall be protected in the exercise of their right to join and assist the Association freely and without fear of penalty or reprisal. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including the presentation of views of the Association through appropriate channels to the Board of Education of the District, or any other governmental body, group, or individuals.

Section 4.2 - It is agreed that copies of all proposed District policies and regulations concerning employees in this bargaining unit will be made available to the Association President(s) prior to the first reading by the School Board except in emergency situations.

Section 4.3 - There shall be no illegal discrimination by the District or Association against any secretarial-clerical employee or applicant by reason of race, religion, creed, color, sex,(including pregnancy), sexual orientation/gender identity, age, national origin, marital status, military or honorably discharged veteran status; or the presence of any sensory, mental, or physical disability; or the use of trained guide dogs or service animals by a person with a disability or because of their membership or non membership in this

employee organization; or in their exercise of other rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act.

Section 4.4 - In accordance with RCW 28A.400.370, the District will provide liability insurance and personal property insurance for employees "while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof." The limits and eligibility for this insurance coverage will be according to District policy and procedures. The Board will also provide insurance protection for staff that suffer loss or damage of their property due to theft or violence against the employee or employee's property that is required for the job.

Section 4.5 – Safety and Security. The District encourages employees to bring security and safety concerns to the attention of the immediate supervisor or District Security Department. Employees shall not be required to be alone on campus or in a building when the employee believes there is not another staff member within a reasonable distance.

A. Staff have the right to have a parent/guardian removed or restricted from his/her classroom/work station if the parent/guardian is verbally or physically abusive.

B. Management will immediately and thoroughly investigate reports and rumors regarding dangerous weapons and take prompt and reasonable action to protect staff and students and their property.

Section 4.6 - The District has two program areas responsible for assuring air quality at work sites. The Facilities Department is responsible for investigating complaints and determining what repair, if any, is necessary to correct the air quality problem. Risk Management is responsible for identifying other resources that might be needed to correct an air quality problem.

The District agrees to communicate with Association leadership about any air quality concerns raised by employees and to keep employees and the Association informed about progress to correct any problems.

Section 4.7 – We respect the knowledge and expertise that ESP members bring to their positions and the contributions that they make to the success of the District. We also recognize the benefit of collaboration in learning and executing our responsibilities, which will include, but not be limited to, the following

4.7.1-- ESP members shall be afforded opportunities to be involved in job-alike "PLC" meetings in order to collaborate with others doing their same job.

4.7.2--ESP members shall be afforded opportunities to participate in shared decision making (SBDM) and staff meetings, when the topics apply to their jobs.

Before the end of each school year, labor management will meet to review and determine the specific issues that will benefit from, and be subject to, SDM. Additional issues needing, or identified as benefiting from, SDM will be addressed at regularly scheduled labor management meetings.

Items determined through the labor management meeting will be shared at the yearly joint association and principals' meeting.

4.7.3 Management and Association leadership recognize that the implementation of new District wide programs or initiatives or the evolution of existing District wide programs and initiatives may have unforeseen impacts on staff. The parties wish to work together to attempt to mitigate such impacts.

The Association President/Designee shall meet with the appropriate program administrator to discuss issues related to program implementation including possible impacts on staff. The intention of such meetings is to maintain open two-way communication, to share information, and to proactively seek resolution to issues related to program implementation. The President/Designee and appropriate Program Administrator shall report their progress or any resolutions reached regarding program implementation impacts to the FWEA Labor Management Committee

Such joint Committee shall regularly place the topic of program implementation on the agenda to ensure that the committee is informed about any issues related to the implementation of District wide program or initiative impacts on staff, and to discuss and resolve, where appropriate, unforeseen and unanticipated impacts on staff of the District wide program or initiative. It is the intent of the parties to proactively address issues as they arise.

Management will seek input of the Association when they are considering the implementation of a new District wide program or initiative that affects teaching, learning, or workload. Accordingly such input will be considered, analyzed and discussed. Based on this input, programs may be adjusted by Management prior to implementation. The joint FWEA Labor Management Committee may choose to form sub committees of Association and Management members who have special knowledge or interest in a particular program or initiative to assist in better ensuring successful implementation of the program or initiative.

The district, in alignment with the timeline and supports outlined in our Strategic Plan, recognizes that it takes time (3-5 years) for program changes or initiatives to realize full impact. As such, an implementation plan for each new program or initiative will be created which addresses resource allocation (e.g. materials, paid training etc.), and analysis of workload impact for the duration of the phase-in period, for impacted employees.

ARTICLE V - Association Membership

Section 5.1 - Exemptions to the membership/agency fee provisions granted prior to 9/1/92 shall continue in full force and effect so long as the employee remains in the employ of the District or until such time the employee waives that right. The remainder of this provision shall not apply to the exempt employees.

Section 5.2 - The right of the non-association of employees based on a bona fide religious tenet or teaching shall be protected. An employee exercising the right to a bona fide religious objection shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, PERC (Public Employment Relations Commission) shall determine if a religious exemption is warranted and shall designate the charitable organization.

Section 5.3 - As a condition of employment, all employees under the jurisdiction of the Association must authorize a dues or representation fee deduction within thirty (30) days of commencing employment with the District. Once authorized, further action on the part of the employee for the duration of his/her employment is unnecessary.

Section 5.4 - The Association agrees to indemnify, defend, and hold the District harmless against any liability including the cost for any legal fees or legal expenses incurred in connection therewith which may arise by reason of any action taken by the District to comply with the provisions of this Article. The District shall tender the defense of any such claim to the Association.

Section 5.5 - The District shall deduct dues from employees under the jurisdiction of this bargaining unit. The District shall transmit all such funds deducted to the Treasurer of the Association on a monthly basis. The District shall submit a monthly list to the Association Treasurer of all dues or agency fee-paying members of this bargaining unit.

ARTICLE VI - Rights of the Association

Section 6.1 - The Association has the right and responsibility to represent the interests of all employees under the jurisdiction of this bargaining unit; to present its views to the District on matters that are contained in this Agreement, which may be done orally or in writing; and to enter into collective bargaining as defined in Article VII, Section 7.1, of this Agreement.

Section 6.2 - By September 30 or thirty (30) calendar days after settlement of contract negotiations, whichever is later, three (3) copies of the current listing of names, addresses, telephone numbers, classifications, FTEs, locations, and seniority dates of all employees under the jurisdiction of this bargaining unit will be provided by the District to the Association. Each month thereafter, the District will provide an update of any changes of the above.

Section 6.3 - For the purpose of conducting Association business, employees designated by the Association will be allowed time off without loss of pay. The cumulative total for all employees for this purpose will be no more than twenty (20) days per school year. No more than five (5) employees will be allowed time off on the same day. The District will arrange for a substitute for the release period provided the Association submits a written notice to Human Resources within four (4) working days prior to the day the employee will be off. In case of emergency, the four (4) day notification period will be waived by the Director of Human Resources or his/her designee. The Association will pay the cost of the substitute.

Section 6.4 - Association representatives to joint committees, joint task forces, or negotiations shall suffer no loss in pay for time spent in such meetings if they occur during the employee's normal working hours.

Section 6.5 - Any officer or authorized representative of the Association shall have the right to visit the work location of individual employees under the jurisdiction of the bargaining unit, provided it doesn't interrupt District business or work schedules as determined by the Administrator in charge.

Section 6.6 - The names, work assignments, contract status and work locations and hire dates of employees in this bargaining unit shall be provided by the 30th of September. The District will notify the Association of any new hires, resignations, terminations, or retirements within ten (10) days of board approval.

The Association will be scheduled on all orientation agendas for new staff in this bargaining unit. Association membership forms and related information provided by the association will be included in all new hire packets.

ARTICLE VII - Matters for Negotiations

Section 7.1 - It is agreed that the appropriate matters for negotiations shall be limited to wages, hours, and working conditions according to RCW 41.56.

Section 7.2 - At the request of either party, informal meetings may be held between the parties at the administrative level to discuss, advise, and consult on matters of concern not covered by this Agreement.

Section 7.3 - Negotiation sessions will be scheduled by mutual agreement. However, Association bargaining team members (not to exceed seven [7]) will be provided up to one (1) hour release time on days negotiations are scheduled in exchange for being prepared to negotiate into the evening.

ARTICLE VIII - Association Representation

Section 8.1 - The Association President(s) and the Superintendent will meet to discuss matters of concern. Either the Association President(s) or the Superintendent may initiate the meeting. Whenever

possible, these meetings will be scheduled on a non-student employee workday. The Association President(s) and designees shall suffer no loss in pay.

Section 8.2 - The Association President(s) or designee(s) will meet with the Director of Human Resources or his/her designee on a regular basis, at a mutually agreed to time and location, for the purpose of discussing matters of concern and resolution of problems. In the event that these meetings occur during the workday, the Association representatives shall suffer no loss in pay.

Section 8.3 - Any employee involved in a dispute meeting, investigatory meeting, hearing, or other official conference that is scheduled by the District shall suffer no loss in pay for time spent during such meetings.

ARTICLE IX - Hours of Work

Section 9.1 - Each employee under the jurisdiction of this bargaining unit will be assigned to a definite and regular shift and workweek, with designated beginning and ending times. After the beginning of the employee's work year, except in the case of an emergency, no changes will be made in this schedule without two (2) weeks' written notice. Schedule changes will not result in a reduction in an employee's work hours except in the case of a Reduction in Force.

Section 9.2 - The normal workweek shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) consecutive rest days, Saturday and Sunday. Employees, with the written approval of their supervisor, may move to a flexible schedule of not more than forty (40) hours per week. An employee on a flexible schedule which includes a scheduled day in excess of eight (8) hours will not receive overtime for the hours in excess of eight (8) for that day. If the employer is considering instituting split shifts, they will meet and confer with the Association prior to implementation.

Section 9.3 - There shall be a thirty (30) minute uninterrupted lunch period on the employee's own time in every regularly scheduled shift of five (5) hours or more as near the middle of the shift as practicable. The employer shall permit employees to take a rest of fifteen (15) minutes for every four (4) hours worked as near the middle of the four (4) hour period as reasonable or as agreed to between the supervisor and the employee. A rest period will not be authorized for persons working less than three (3) hours. Authorized rest period time will be counted as time worked for which there will be no deduction in pay. Authorized rest periods that are not taken by the employee will be lost.

Section 9.4 - Employees required to work through their regular lunch period will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego the lunch period, the employee shall be compensated for the lunch period given up at the employee's appropriate rate of pay.

Section 9.5 - An employee called back to work during the workweek at a time other than during his/her regular assigned shift shall receive a maximum of two (2) hours' callback pay at the base hourly rate in addition to pay for actual hours worked during that time. A "callback" is defined as any work required by the employer of the employee, other than the normal work shift or workday, which is not contiguous with the employee's normal work shift or workday.

Section 9.6 - Employees called back for service on the sixth (6th) or seventh (7th) consecutive workday, when not given twenty-four (24) hours' prior notice, shall receive a maximum of two (2) hours' callback pay at the base hourly rate in addition to pay for actual hours worked during that time.

Section 9.7 - The safety of our staff is a paramount concern in the event of inclement weather. When schools are announced as closed on inclement weather days, staff need not report to work that day. When schools are announced as delayed in opening by one (1) or two (2) hours due to inclement weather, staff will report to work as soon as safety allows and no later than thirty (30) minutes before the rescheduled student time. Staff not working in a school setting will report to work as soon as safety allows and no later than one (1) or two (2) hours after the beginning of their normal day.

Staff will not be charged for any absent hours within the District-stated late arrival. In the event of a building closure, absent hours may be covered by make-up days, comp time, or authorized leave as agreed upon by the employee and the administrator.

Section 9.8 - All employees required to work in a higher classification in relief of an absent employee shall be paid their own rate or at the entry step for the higher classification, whichever is higher, for each hour worked at that classification through the fifth (5th) consecutive day. If the relief work lasts more than five (5) consecutive days and becomes a temporary assignment, and the relief work assignment is of a different functional classification than the employee's regular assignment, then the employee's rate of pay shall be determined by the relief classification and the employee's present experience level, or the employee's current rate of pay, whichever is greater. Any change in pay will be retroactive to the first (1st) day of relief work. When relief work is discontinued, they will revert back to their prior rate of pay.

Section 9.9 - Written notice of the employee's assignment, location, hours, and work year length shall be provided no less than sixty (60) days prior to a new assignment for the ensuing work year if there is a change in any of the above. The written notice will, at a minimum, explain the reason(s) for the change. Any change in assignment, location, hours, and work-year length will be consistent with this Contractual Agreement.

Section 9.9.1 - Any reduction of one (1) hour or more, or the equivalent in days, of regular scheduled work hours will be considered a reassignment. Overload secretaries' hours, which are formula driven based on building enrollment, are not subject to this provision.

Section 9.9.2 - Positions based on the October enrollment counts are not subject to the notice requirement of Sections 9.9 and 9.9.1. The employer will provide these overload employees as much notice as is possible; however, employees will be notified by October 25 as to the final determination of their overload hours.

Section 9.10 - The District will allocate, according to student FTE formula, 3,000 hours each year of the contract to job and building sites to deal with peak workload. Overload hours will be recorded on a timesheet and forwarded to Human Resources.

Section 9.11- Offices at each school site will be open to the public 30 minutes before and after the student day. Employees whose shifts extend beyond the office hours will use that time to complete office work. Employees are expected to answer the phones during their shift, including before or after office hours.

Section 9.12-- On early release days, ESPs will work with their administrator to establish a schedule that allows the office to remain open while providing focused worktime for some staff, on a rotation basis

Section 9.13-In the event that concerns arise regarding workload, each employee, at the request of the employee or supervisor, should meet with the supervisor to establish priorities and otherwise address workload concerns. The intent of this meeting is to reach a shared understanding of work priorities and what work can reasonably be accomplished within the regular work hours.

Section 9.14-The district will provide staffing to allow full health room coverage during the student day at all of comprehensive schools. Coverage will be provided, in combination, by school nurses and school nurse assistants (SNA). Healthroom staffing is supported, in part, by Medicaid match, for which the association agrees to work with the district to maximize. The parties agree that if staffing is reduced due to budgetary constraints, the parties will meet to negotiate impact. .

ARTICLE X - Overtime Pay and Compensatory Time Off

Section 10.1 - All overtime work must be authorized by the supervisor prior to the work being done. Approval of overtime and documentation of overtime will be in accordance with procedures established by the Association and District. This section excludes emergency situations. Emergency situations are conditions that could cause a threat to or loss of life, damage to school property, loss of substantial amounts of money or property, or public embarrassment. The employee and his/her supervisor may agree in writing to pre-approved events or activities that would generate overtime.

The decision to receive overtime pay or compensatory time off rests with the employee. Normally, the decision will be made prior to the actual overtime work.

The supervisor and employee will mutually agree on the scheduling of earned compensatory time.

Section 10.2 - When an employee is authorized to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall be compensated for the overtime at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay. The exception shall be if the employee is on or agrees to a flexible schedule for the forty (40) hour workweek.

When an employee on a less than eight (8) hours per day or forty (40) hours per week schedule is authorized to work in excess of the employee's scheduled workday or week, the employee shall be compensated for the excess hours at the employee's regular rate of pay until the employee's excess hours exceed eight (8) hours in a day or forty (40) hours in a week, at which time the employee will be

compensated at the rate of one and one-half (1 1/2) times the employee's rate of pay. The exception shall be if the employee is on or agrees to a flexible schedule for the forty (40) hour workweek.

Section 10.3 - All hours on Saturday, or for those employees on a nonstandard workweek, the sixth (6th) consecutive day worked shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay. For the purposes of this provision; wellness leave, vacation leave, or leave without pay are not considered days worked.

Section 10.4 - All hours on Sunday, or for those employees not on a standard workweek, the seventh (7th) consecutive day worked shall be compensated at the rate of two (2) times the employee's hourly rate of pay. For the purposes of this provision; wellness leave, vacation leave, or leave without pay are not considered days worked.

Section 10.5 - Employees who are required to work on a paid holiday and who perform such work shall be compensated for actual hours worked at two and one-half (2 1/2) times the employee's hourly rate of pay.

Section 10.6 - Compensatory time shall be defined as "time off" in lieu of overtime payment earned pursuant to Sections 10.1 through 10.5 above. Compensatory time shall be computed at the same rate overtime pay would have been earned pursuant to Sections 10.1 through 10.5.

Compensatory time shall include the following provisions:

A. Can be authorized only by District supervisors who are not members of this bargaining unit.

B. Upon reasonable notice, the employee must be allowed to use the compensatory time off.

C. A request for compensatory time off may only be denied for reasons of operational necessity. Upon the denial of the use of compensatory time, the employee and the supervisor will mutually agree to an alternative date within that pay period.

D. Upon termination of employment for any reason, any accrued compensatory time will be paid off at the appropriate hourly rate.

E. Accrued compensatory time must be used or cashed out within two (2) pay periods from the time that it was earned.

ARTICLE XI - Holidays

Section 11.1 - Twelve (12) month employees shall be granted the paid holidays listed below. Employees under the jurisdiction of this bargaining unit who work less than twelve (12) months per year or less than

eight (8) hours per day shall be granted those holidays listed below which occur within the employee's assigned yearly work schedule.

Section 11.2 - Employees shall be granted holidays without loss of pay provided they work the regular working day before and the regular working day after the holiday. An employee who is on an authorized absence the day before or the day after a holiday will be given credit for that day as a day worked for the purpose of qualifying for the holiday pay. One (1) working day for:

A. New Year's Day
B. Martin Luther King, Jr.'s Birthday Observation Day
C. Presidents' Day
D. Memorial Day
E. Independence Day
F. Labor Day
G. Veterans Day
H. Thanksgiving Day
I. Day After Thanksgiving Day
J. Day Immediately Preceding Christmas Day
K. Christmas Day
L. Day Following Christmas Day

Section 11.3 - If any of the above holidays fall on a weekend (Saturday or Sunday), the Friday prior to the holiday or the Monday following the holiday will be observed as a day off as designated by the Superintendent, provided students are not scheduled for attendance in school on the Friday or Monday.

Section 11.4 - Should a holiday occur any time during the employee's assigned yearly work schedule while the employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay.

ARTICLE XII - Authorized Absences

Section 12.1 - **Absence Reporting Requirements.** Employees taking leaves of absence, as authorized in Article XII, must submit an absence report in accordance with established District procedures.

Section 12.2 - **Wellness.** At the beginning of each school year or at the time of hire, an employee covered by this bargaining Agreement shall be credited with twelve (12) units of wellness benefit. Wellness leave is intended to be used for illness, injury, family, emergency, and/or personal leave. Should an employee terminate his/her employment with the District and the employee has utilized more units than s/he had accrued, then the employee shall be liable to pay back to the District such unearned units on a per diem basis. Illness and injury absence benefits may be accumulated from school year to school year up to a maximum of one hundred eighty (180) units of absence credits.

The accumulated entitlements shall not be gifted at the time of an employee's separation from this School District. A "unit" of absence shall be defined as the length of the working day constituting the number of regularly assigned hours of work as it would apply to each part-time or full-time employee's daily assignment. The benefit units shall be paid on the basis of the employee's prorated hourly rate of pay calculated on the applicable salary placement of the position held by the employee.

Section 12.2.1 - The employee must give notice of an absence to his/her immediate supervisor in advance, if possible. Leaves of less than five (5) consecutive days may be taken at the employee's discretion. The District may require a physician's signed statement to support an absence claim of five (5) or more consecutive days. An absence form will be filled out and processed according to established District procedures. Leaves for five (5) consecutive days or more for other reasons require prior authorization from the employee's immediate supervisor. Longer-term leaves may be addressed through the Family Medical Leave Act (FMLA), temporary disability, and/or unpaid leave.

Section 12.2.2 - In the event an employee is absent due to an industrial illness or injury incurred while working on the job for the District, and the employee is compensated by State 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 normally earn per month until the employee's illness or injury benefits are exhausted or until the employee's State Industrial Insurance benefits cease, whichever occurs first. During the time the employee is receiving benefits from the Department of Labor and Industries and from the District, a prorated deduction shall be made from the employee's accumulated wellness benefits equivalent with the amount paid to the employee by the District.

Section 12.2.3 - The District will comply with the illness and injury annual and retirement cashout program as now adopted or hereafter amended by the Legislature. Conversion of wellness leave absence units will be allowed only to the extent authorized by the law for such purposes. Should the Legislature revoke any of the benefits under the law, no employee will be entitled to receive those benefits as a contractual right.

Section 12.2.4 - Employees may participate in the District's leave-sharing program.

Section 12.3 - Temporary Disability. Temporary disability shall mean those disabilities caused by illness, accident, injury, pregnancy, miscarriage, childbirth and recovery there from, which prevents an employee from fulfilling his/her work assignment for the District. Illness and injury benefits will be paid from the employee's accrual of wellness leave for the period of actual disability, contingent upon compliance with, and subject to, the limitation contained in the following paragraphs.

Section 12.3.1 - **Application Procedures for Benefits.** The employee must submit a written request to his/her immediate supervisor for temporary disability benefits. The request should indicate:

A. The approximate length of time the employee will be absent from work due to disability;

B. The estimated date the absence is to begin, when possible; and

C. The estimated date of return from absence, if possible.

Normally, notification should be at least ten (10) days before the estimated date the absence is to begin. To facilitate an orderly selection of a substitute, the immediate supervisor is to notify the Human Resources Department and the Payroll Department of the employee's intention to request such an absence.

Section 12.3.2 - Utilization of Accumulated Wellness Benefits for Temporary Disability. The employee's wellness absence benefits shall begin on the day that the employee is no longer able to work due to temporary disability, provided:

A. The employee has an accrual of wellness benefit units;

B. The employee or someone in the immediate family has notified in writing his/her immediate supervisor; and

C. When requested by the District, the employee has produced a written notice from the employee's personal physician certifying that the employee is disabled.

Payment of wellness benefits shall no longer be granted when:

A. The employee has been given a physician's release for return to work from the temporary disability; or

B. When the employee's benefits are exhausted, whichever occurs first.

Section 12.3.3 - Return from Absence for Temporary Disability. The employee must give written notification to his/her immediate supervisor when s/he intends to return to work. The notification must be received within ten (10) days after a physician has issued a release for the employee to return to work.

If an employee is unable to return to work from a temporary disability and has exhausted all wellness benefits or wishes to make no claim of benefits, the employee must give written notification to the immediate supervisor and the Human Resources Department and advise them of that fact at that time, and request additional time off without pay up to a maximum of thirty (30) calendar days. If after that time the employee still is unable to return to work, then the employee must request in writing a leave without pay.

Section 12.4 - Bereavement. Staff will receive up to five (5) days of leave per occurrence for bereavement caused by the death of family or household members, students, former students, colleagues, or friends. . The purposes of these days are for grieving and providing funeral/memorial arrangements for the deceased person, and for travel and attendance at funerals/memorials. Staff members will coordinate the absence with their principals or supervisors.

Section 12.5 - Legislative Leave. Upon specific request of a Washington State Legislative Committee or Interim Committee and the Association for an employee's attendance at a hearing, the employee may be absent from duty with loss of pay for one (1) or more days to give information or present testimony at a committee meeting of the Legislature.

Section 12.6 - Jury Duty. An employee who is called to serve on a jury shall be excused from work for the days on which s/he serves. The employee shall be granted his/her hourly salary and benefits for the time consumed in such services. Any compensation received from the court; except transportation, meals, or lodging; shall be paid to the District. Such payment to the District shall not exceed the employee's normal daily pay for each day of jury duty. An employee called for jury duty who is temporarily excused from attendance in court must report to work at least one-half (1/2) of his/her normal workday. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

Section 12.7 - Court Action. When called by a court other than a municipal court to serve as a witness, an employee will be paid at his/her regular hourly rate, excluding hours not scheduled to work, less any money the employee receives from the court (meals and transportation excluded).

When an employee is subpoenaed to appear in court on behalf of the District or as a result of the employee's performance of duties with the District, the employee will not lose pay if the court appearance is on the employee's scheduled workday. If the employee is subpoenaed on behalf of the District and the court appearance is on a day the employee is not scheduled to work, the employee will receive full pay for each full day spent in court.

Any pay, not including mileage or reimbursed expenses, drawn by an employee from the court as a result of being subpoenaed shall be paid to the District.

This section shall not apply when an employee appears as the plaintiff, claimant, or the defendant on the employee's own behalf, or in any action or proceeding in which the District is a party, unless the employee is subpoenaed by the District. In the event time off with pay under this provision does not apply, the employee may use vacation leave if available, wellness leave could also be used, otherwise time off will be leave without pay.

Section 12.8 - **Military Leave.** Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence for a period not exceeding the time period specified by RCW 38.40.060, during each year beginning October 1st and ending the following September 30th and under the following conditions:

1. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.

2. The employee provides a signed copy of orders requiring his/her participation in military duty to the Human Resources department prior to leaving, or, when this is not possible, within five (5) days of returning to work.

3. The military leave of absence is needed so that the employee may report for active duty when called, or take part in active training duty in such a manner and at such time as he/she may be ordered to active duty or active training duty.

Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled, if the employee is required to report during his/her regular work assignment.

ARTICLE XIII - Authorized Leave without Pay

Section 13.1 - An employee may apply for a leave without pay from the District by application in writing to the immediate supervisor. Upon recommendation of the immediate supervisor through Human Resources to the Superintendent, and upon approval of the Board of Education, an employee may be granted leave without pay for a period not to exceed one (1) year. Approved reasons for granting leave are:

A. Study (related to school employment);

B. Parental (child rearing);

C. Required military service;

D. Service in the United States Peace Corps;

E. Temporary disability; and

F. Such other purposes deemed by the Administration and the Board to be in the best interests of the District and/or employee.

With the exceptions of (A), (C), (D), and (F) above, a leave shall not be granted for the purpose of working in another job for payment, nor will the leave be honored by the District if the employee accepts a position while on leave. An employee on approved leave without pay may choose to pay his/her total insurance premiums in order to continue the coverage offered by the District pursuant to the rights covered under the COBRA laws and regulations, provided, however:

A. The insurance company accepts the risk.

B. No cost will be incurred by the District.

C. The District accepts no liability for such payments or increases, and it is understood that if any disputes arise in regard to such matters, such disputes will be handled between the employee and the insurance company.

Section 13.2 - Family and Medical Leave Act

An eligible staff member will be entitled to twelve (12) work weeks of uncompensated leave during any twelve (12) month period measured backward from the date leave is first used. The twelve (12) week entitlement will include weeks within which a holiday occurs but will not include periods of time for which the District's activities have temporarily ceased and staff members are not expected to report for work for one (1) or more weeks (i.e., winter, spring or summer break).

A. Family and Medical Leave Act (FMLA) leave may be taken:

1. For incapacity due to pregnancy, prenatal medical care or childbirth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee's job.
5. Military Family Leave Entitlements
   a. Employees with a spouse, son, daughter, or parent who is on covered active duty or call to covered active duty status.
   b. Employees can take up to 26 weeks of leave to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

B. An eligible staff member must first exhaust accrued wellness leave provided under the Agreement. The twelve (12) weeks of leave entitlement will include and count such time used for other leaves.

C. Childbirth and adoption/foster care leave must be completed before the end of the twelve (12) month period beginning on the date of the birth or placement of the son or daughter.

D. Leave requested must normally be taken on a consecutive basis. However, intermittent or reduced hours of leave may be available under certain conditions. When a request for intermittent leave or a reduced-hour schedule is foreseeable based on planned medical treatment, Human Resources may require the staff member to transfer temporarily to an

available alternative position offered by the District for which the staff member is qualified and which has equivalent pay and benefits and better accommodates recurring periods of leave.

Section 13.3 - Upon request by the Association President(s), the Human Resources Department will provide a list of names of the members of the bargaining unit who have been granted authorized leaves without pay for the current school year.

Section 13.4 - The employee will retain accrued illness and injury benefit units, vacation credits, and length of service in the bargaining unit while on leave without pay. However; vacation credits, illness and injury benefit units, and salary and incremental credits for placement shall not accrue while the employee is on an authorized leave without pay.

Section 13.5 - The employee returning from leave cannot be guaranteed the same assignment s/he held at the time the leave was granted. However, unless the position is eliminated at the time the employee goes on leave, the District will hire a leave-replacement employee to fill the position for the duration of the leave.

An employee who is on an authorized leave without pay must submit a written notice to the Director of Human Resources stating his/her intent to return to work at the position s/he held prior to going on leave one (1) month prior to the end of the employee's scheduled authorized leave.

In the event that the employee's position no longer exists, the employee will be offered a position for which the employee is qualified that is similar in duties and equivalent in annual salary to the position held by the employee at the time the request for leave was authorized. The employee may reject the offered position, in which case the District will offer a second (2nd) position that must be similar, but need not be identical, to the duties, salary, and length of workday previously held by the employee. If an employee rejects the second (2nd) offer, then the employee shall forfeit seniority and all other accrued benefits and will be terminated.

Section 13.6 - If a Reduction in Force is in effect at the time the employee plans to return to employment, employment shall be subject to the terms and conditions under Article XV, Reduction in Force.

Section 13.7 - The authorized leave without pay may be renewed for one (1) additional year upon request by the employee and Board approval; however, a request for the second year's leave shall be limited to personal illness or injury or military leave.

ARTICLE XIV - Vacations

Section 14.1 - All employees who are assigned to work full time (1.0 FTE) will be placed and advanced on the vacation schedule for the purpose of days off without loss of pay based upon the employee's actual years of service completed while employed by the District as follows:

FULL-TIME EMPLOYEES VACATION SCHEDULE

Years of Completed Service	Number of Days per Year
1 & 2	12
3	13
4	14
5 & 6	15
7	16
8	17
9	18
10-12	20
13	22
14	23
15-29	24
20+	25

Section 14.2 - All persons who work less than twelve (12) months shall be entitled to the FTE pro-ration of vacation days based on years of completed service according to the schedule cited above. Part-time employees shall receive a minimum of ten (10) days' vacation each year except for those covered by Section 14.3.

Section 14.3 - Part-time and full-time employees hired after the beginning of any designated work year shall be entitled to vacation days prorated according to the remaining months worked corresponding with the employee's first (1st) year of employment.

Section 14.4 - Employees may use their vacation days in excess of ten (10) days during the period of time that school is in session. Prior approval of the principal/supervisor is required. Employees not assigned to school buildings may take vacation at any time, subject to the approval of their supervisor.

Section 14.5 - Each year, each less than 12-month employee will meet with his/her supervisor to schedule the employee's work year, based on the number of workdays in the employee's letter of appointment.

Section 14.6 - For every workday that an employee is on vacation or on an authorized absence with pay, the employee will be accredited with hours as if worked equivalent to the length of the employee's regular assigned FTE.

Section 14.7 - Advancement on the employee's vacation schedule shall occur after the accumulation of the prescribed number of years of service.

Section 14.8 - All employees must arrange their vacations with the approval of their immediate supervisor in advance of taking such time off. It is generally agreed that vacations without loss of pay will be granted to full-time employees at the employee's request, unless such absence would disrupt the normal activities of the departmental office or the educational program of the District.

Section 14.9 - Unused vacation days earned from the current work year, September 1 – August 31, for 12-month employees must be taken by August 31 of the following work year. If a 12-month employee is denied vacation due to District needs, the employee shall be compensated for those accrued vacation days. Employees may not cash-out more than 240 hours of vacation leave when separating or retiring from the District.

Section 14.10 - An employee who terminates his/her employment or retires from the District prior to the end of his/her assigned yearly work schedule shall be accredited with vacation, without loss of pay, prorated on the basis of the employee's actual number of months worked by the employee during that year. In such cases, employees shall have the option of payment or time off.

ARTICLE XV - Reduction in Force

Section 15.1 - In the event the District determines that a RIF is necessary, the District will provide written notice to the Association at least thirty (30) calendar days prior to the date that notification of layoffs is given to employees for the purpose of providing the Association the opportunity to provide alternative options. The alternatives will be submitted to the District within ten (10) days of the invitation from the District.

Section 15.1.2 - When a RIF is adopted by the District or a program reorganization is implemented, the Director of Human Resources will provide the Association with a list of the positions or programs that will be impacted. The Director of Human Resources will work with the Association to minimize the impact.

A. If school-based employees are impacted, it is the District's intent to provide notification prior to the last day of school for layoffs effective the following school year.

B. In no case will the effective date of layoff be less than sixty (60) calendar days from the date that notification of layoff is given to the employee.

Section 15.2 - If an individual is laid off, that person's name will be placed on the recall list according to the employee's length of service under the jurisdiction of this bargaining unit. The employee's name shall remain on the list for a period of twenty-four (24) months from the date that the employee is laid off.

To be eligible for recall to a position, other than the one from which s/he was laid off, a person on layoff status shall be required to notify the Human Resources Department in writing indicating which positions the employee believes s/he is qualified to perform and his/her intent and availability for re-employment.

To remain eligible for recall, employees, while on layoff, shall notify Human Resources of any change in their telephone number and address.

Section 15.3 - An employee on an authorized absence or authorized leave at the time of a RIF will be subject to the layoff and recall provisions of this Agreement as if s/he were actively employed at the time a RIF is implemented.

Section 15.4 - Employees in the layoff pool shall be able to continue current health and life insurance benefit programs by providing a monthly payment in the form of a check made out to the insurance carrier(s) for one hundred percent (100%) of the cost of the monthly premium(s).

Section 15.5 - If a person on layoff status is offered by certified letter a position that is at least equal to the same number of hours, duties, responsibilities, and pay as held prior to layoff and s/he does not accept the position offered within five (5) working days following receipt of the letter; then the person shall be placed at the bottom of the employment pool recall list. Should the person be offered a different position a second (2nd) time by certified letter and s/he does not accept the position offered within three (3) working days following receipt of the letter, or the employee voluntarily terminates at any time, then the person's name shall be removed from the employment pool recall list.

Section 15.6 - A person recalled within the twenty-four (24) month recall period may not necessarily be reinstated in the identical position or job classification occupied before the time of layoff. However, that person will be placed in the same years of experience column on the salary schedule as when laid off. Recalled employees will retain seniority, accrued illness and injury absence benefit units, and placement on the vacation schedule as were earned at the time of layoff; however, the employee will not receive credit for absence benefit units or vacation credit while on layoff. An employee recalled to a lower pay classification will receive the hourly rate s/he received at the time of layoff until such time as salary schedule increases catch up to the employee's frozen salary. Upon receiving notification of transfer back to the higher level, the employee may choose to stay in the lower-level position. However, when electing to stay at the lower-level position, the employee will thereafter receive the lower-level rate of pay.

Section 15.7 - If there is a vacant permanent part-time or full-time position in the District and there are no qualified persons available on the recall list to fill the vacant position, then the position will be posted and filled through normal procedures.

Section 15.8 - If an employee is transferred as a result of a Reduction in Force, that employee will be permitted to use any of the Professional Development Hours provided in Section 23.2 of the Collective Bargaining Agreement for purposes of training for their newly assigned positions. This will include any job-related, formal, or on-the-job training that is done outside of the work year calendar or that is done during non-work hours during the work-year calendar assigned to the employee. Employees who are transferred as a result of a Reduction in Force will be allowed to carry over into the ensuing work year any unused Professional Development Hours from the previous work year.

ARTICLE XVI - New Assignments and Openings within the Bargaining Unit

Section 16.1 - For purposes of this contract, the following definitions will apply:

A Reduction in Force occurs when the District's actions result in the reduction or elimination of Association positions equal to one (1.0) FTE or more.

Transfer shall mean a change in building or a change within the building to a different classification. Relocation of a program from one building to another shall not be a "transfer."

Voluntary Transfer shall mean a transfer initiated by the employee.

Involuntary Transfer shall mean a transfer initiated by the District. The District may initiate an involuntary transfer as a result of enrollment loss, program reorganization (the elimination of all or part of a program) which creates a situation where an employee is no longer needed for that program, or Reduction in Force. The District and the Association may also agree to the involuntary transfer of an employee when prior attempts to remedy the performance or behavior of the employee have failed and just cause exists for the transfer.

Displaced shall mean those employees who are involuntarily transferred or laid off for reasons of enrollment loss, program reorganization, or Reduction in Force. A reduction of more than one (1) hour or an addition of more than two (2) hours shall also constitute a displacement.

Reassignment shall mean a change in specific duties that do not result in a change to the majority of the duties of the position or in a classification change.

Section 16.2 - Job Description Committee. The parties agree to establish an ongoing Job Description Committee for the purpose of periodically reviewing and updating all existing job descriptions and overseeing the creation of new job descriptions as needed. The committee shall be comprised of an equal number of District and Association members. Each year, the parties will attempt to maintain at least two-thirds (2/3) of the membership of this committee from the previous year.

Given the evolving nature of the job responsibilities since job descriptions were written in 2001, the Job Classification Committee will review and revise job descriptions during the 2014-15 contract year to better align with current workplace expectations. As a part of this process, the staffing model will also be reviewed for any changes that may be made necessary, as a function of changes in job descriptions.

It is our intention that staff be successful in their positions; to that end, we are committed to all staff receiving appropriate and timely professional development related to their positions and providing mentoring and other supports to enhance staff skill and efficiency.

It is also our intention to continue to foster a safe and supportive environment for staff to have conversations with their supervisors regarding workplace expectations.

Section 16.3 - Job Classification Committee. The parties agree to establish an ongoing Job Classification Committee for the purpose of rating new job descriptions and reviewing the appropriateness of existing ratings. This committee will also hear appeals regarding the appropriateness of the assignment of job descriptions. The classification tool used by this committee will be agreed upon by the parties and shall be reviewed and revised as needed. Revisions, however, shall be considered in light of the objective of providing a consistent and reliable rating tool. The committee shall be comprised of an equal number of District and Association members. Each year, the parties will attempt to maintain at least two-thirds (2/3) of the membership of this committee from the previous year.

Section 16.4 - Testing. Any skill testing that is done as a part of the application process will be equally administered to all candidates and will be based on the required qualifications found in the job description for the position.

Section 16.5 - Exceptions to Posting:

A. Employees displaced, but not laid-off, as the result of a Reduction in Force or program reorganization shall be provided the opportunity to accept a vacant position only in their current or a lower job classification. Employees who accept a job for which additional training is necessary will be provided a reasonable opportunity to learn the new skills. Normal transfer procedures will not apply until displaced and laid-off employees are placed.

B. When a supervisor is transferred to another supervisory position and a vacancy exists for a Level 5 Coordinator of Office Operations at the supervisor's new assignment, his/her Coordinator of Office Operations may choose to transfer with the supervisor with the concurrence of the supervisor. When two (2) or more supervisors are exchanging positions and the affected Level 5 Coordinators of Office Operations all concur, then the Level 5 Coordinators of Office Operations can transfer with their supervisor to the supervisor's new assignment. In the event this section is exercised, the positions will not be posted.

C. Employees who incur an on-the-job injury may be required to perform "light duty" work within another job classification which may involve the crossing of jurisdictional lines within the bargaining unit covered by this Agreement. In such event, the employee shall be compensated at the rate of pay designed for the particular classification within which the work is being performed, and the rate of pay shall not be lower than the worker's compensation entitlement for time loss. When exercised, the position in which the returned employee is placed does not need to be posted.

D. Employees are not eligible for a transfer while on a plan of improvement.

Section 16.5.1 - If there are secretarial-clerical persons available for work on the recall list, or persons who are on authorized leave and whose position has been eliminated and whom request to return to work, then the District will not post open bargaining unit position(s) that become available. Open position(s) must

be used for members on the recall list or coming back from an authorized leave. In such cases, the persons will be given first consideration for the open position(s) either according to Article XIII (Authorized Leave without Pay) or Article XV (Reduction in Force). If there are no qualified persons in the employment pool or no persons on leaves of absence who are qualified for the open position(s), then the position(s) shall be posted according to Section 16.6.

If there is more than one (1) person available for work on the recall list or more than one (1) person who has requested to return to work from an authorized leave, the length of service in the District in this bargaining unit shall be the determining factor when filling the position(s).

Section 16.6 - The District will post all open bargaining unit positions with the exception of vacancies covered by Sections 16.5 and 16.12 and temporary vacancies due to leaves of absence. Positions shall be posted internally for ten (10) days between June 15 and August 15 and five (5) days during the remainder of the year.

Section 16.7 - Hiring Process.

Section 16.7.1 - Step 1. When a vacancy occurs in a job site, the administrator of that site will accomplish the following:

A. Review and write, if necessary, a specific job description and specific qualifications for the vacant position.

B. Forward the request for posting and specific job description and qualifications to Human Resources within ten (10) calendar days of vacancy occurring. Human Resources will post internally and externally for ten (10) calendar days.

Section 16.7.2 - Step 2.

A. If the number of candidates is less than or equal to five (5), the site administrator will interview all qualified internal candidates within fifteen (15) calendar days of the closing of the posting. If there are more than five (5) candidates, the site administrator may select to only interview five (5). When there are two (2) finalists for the position and the site administrator or Hiring Committee cannot distinguish the qualifications between the finalists, the more senior employee will prevail.

B. The Hiring Official, in selecting a candidate for the position, will consider seniority, where applicable, the skills and qualifications listed on the job description, strengths, past work experience, performance, qualifications, interview responses, current training/education, and reference checks of all applicants. The candidate that is found to best satisfy the needs of the position based on the considerations indicated above will be selected. A member of the bargaining unit who was considered for the position, and who was not selected shall receive written notification that the position has been filled.

The appropriate Human Resources administrator will review the Classified Recommendation to Hire form (Form 183-B) to ensure compliance with the intent of the contract. The intent of Form 183-B is to document whether or not there is sufficient reason to by-pass a more senior employee(s).

Section 16.7.3 - The Hiring Official(s) shall conduct a formal interview of selected applicants.

Section 16.7.4 - Subject to applicable state and federal law, the District will continue to support a goal of recruiting and maintaining a diversified workforce.

Section 16.7.5 - An in-District candidate who is selected for the position also accepts a fifty (50) workday probationary period. In-District candidates who accept a transfer or promotion and who do not satisfactorily complete the probationary period are not entitled to their previous work position.

Section 16.8 - If an internal candidate questions why s/he was not interviewed or selected for the position, s/he may request an explanation of the reasons from the site administrator within five (5) working days of being notified that s/he was not selected. If the internal candidate is not satisfied with the explanation, s/he may request a formal review of the hiring decision by the Bypass Review Committee by submitting a written request to Human Resources within five (5) working days of the meeting with the site administrator.

Section 16.8.1 - The Bypass Review Committee is a standing committee that shall be comprised of two (2) ESP members selected by the Association and two (2) members from management selected by the Director of Human Resources/designee. Committee members will receive training provided by Human Resources prior to conducting a bypass review.

Section 16.8.2 - The Bypass Review Committee shall be convened within ten (10) working days from the time that Human Resources receives written notification of a request for review of a hiring decision by the bypassed internal applicant.

Section 16.8.3 - The Bypass Review Committee shall review the hiring process, the job description/job announcement, the criteria upon which the Hiring Official made the hiring decision, the qualifications of the applicants, and such other information as the committee deems appropriate to reach a decision, including, but not limited to, taking statements from the site administrator, other individuals on the Hiring Committee, and the bypassed applicant.

Section 16.8.4 - The Bypass Review Committee shall have five (5) working days to render a written decision that either supports or overturns the site's hiring decision. Such decision is binding on the parties.

Section 16.8.5 - In the event that the Bypass Review Committee cannot reach a decision, the bypassed applicant may pursue resolution through the grievance process described in Article XXVI.

Section 16.8.6 - The parties remain committed to encouraging and supporting the concept of the internal promotion of qualified staff.

Section 16.9 - The Association President(s) shall be notified of job openings in the bargaining unit.

Section 16.10 - An employee who has been voluntarily transferred must remain in that position for fifty (50) workdays before being eligible to bid on other open bargaining unit positions, unless mutually agreed to by the Association and Human Resources.

Section 16.11 - Should a job vacancy under the jurisdiction of this bargaining unit occur during the summer months, then a copy of the job announcement will be posted in the administration building and a copy will be forwarded to the President(s) of the Association. It is the responsibility of any secretarial-clerical employee interested in such vacancies to contact Human Resources for information and consideration in regard to job openings.

Section 16.12 - The following provisions apply to involuntary transfers or reassignments made necessary by program reorganization or Reduction in Force:

A. Prior to any involuntary transfers or reassignments, the immediate supervisor shall ascertain whether any employee wishes to be transferred or reassigned voluntarily. To the extent the desire to be voluntarily transferred or reassigned can be honored without disruption to the delivery of services, the voluntary request will be given first (1st) consideration.

B. In the event there are more employees than positions at a particular site or program and involuntary reassignments or transfers are required, the District shall reassign or transfer the least-senior employee within the classification or classifications designated for reduction at the site or program. Human Resources will provide training necessary to supplement any identified needs in the remaining staff.

C. Employees identified for an involuntary transfer for the subsequent year shall receive notice not less than sixty (60) days prior to transfer (Section 15.1.2). Each notified employee shall meet with the immediate supervisor for purposes of receiving clarification of the need for the action and the decision to change the employee's job.

D. Employees transferred involuntarily shall be placed in the same classification unless no position in the same classification is available. Any employee involuntarily transferred to a lower pay position shall have his/her pay frozen at his/her current rate until such time as the increases to the salary schedule cause the lower-level position to catch up to his/her salary. However, if there is an equivalent vacant position that is offered and the employee refuses the offer in favor of remaining in the lower-level position, then the salary will be at the lower position's level of pay.

Section 16.13 - Supervisors shall keep employees informed of job needs. Reassignments or significant changes in types of job duties will require advance notice of sufficient time to allow the employee opportunity to prepare for the new duties. If training is necessary to carry out the new duties, it will be provided.

Section 16.14 - Prior to individuals accepting job-share positions, the District will provide written parameters including conditions for the termination of such position.

ARTICLE XVII - Transfer of Previous Experience

Section 17.1 - Newly hired or rehired secretarial-clerical employees are usually placed on the first (1st) experiential step of the salary schedule, according to the appropriate functional job title.

Section 17.2 - Any previous secretarial-clerical work experience in a public school district in Washington shall be credited to the employee when determining initial placement on the salary schedule. Other types of previous secretarial-clerical experiences may be credited for initial salary placement if such is determined by the Human Resources Director or designee to be a comparable experience.

Section 17.3 - A member of the bargaining unit who is transferred or promoted to a different position within the bargaining unit shall be placed on the same experiential step of the salary schedule held prior to the transfer or promotion.

Section 17.4 - For purposes of placement on the salary schedule and number of vacation days, all District employment will be counted. For the purpose of computing seniority for all other purposes, employees shall be placed on the seniority list according to the original date of hire into the bargaining unit less the time accrued in non-bargaining unit positions.

Section 17.5. - During the first (1st) year of employment, an employee shall be deemed to have worked one (1) full year on September 1, when incremental movement is determined, if the employee was hired prior to March 1 of that year and is otherwise eligible.

ARTICLE XVIII – Evaluation

During the 2017-2018 school year a Joint Evaluation Committee, consisting of at least three association members and three district representatives will meet to develop a revised evaluation tool and process for implementation during the 2018-2019 school year. The process will, at a minimum, include the following:

- Self-assessment and goal setting by the employee
- A goal setting conference with the supervisor held by October 31 or within twenty (20) working days of hire for all employees covered by this agreement
- A mid-year formative evaluation conference

- A summative evaluation conference no later than August 15 for year-round employees or June 1 for less than 12 month employees.
- An evaluation tool that accurately aligns to the work of employees and uses a four point scale for performance rating based on observed evidence

The revised process and tool will be presented to Labor Management Committee for adoption into the contract, replacing and/or amendiing Article 18 and Appendix C. During the 2017-18 school year evaluation will continue as outlined in this section.

Section 18.1 - Evaluation. Employees will be evaluated at least annually using the evaluation form found in Appendix C. Annual written evaluations will be completed and distributed according to the following schedule:

For year-round employees, no later than August 15.

For less than 12-month employees, no later than June 1.

Section 18.2 –No later than December 1 of each year, or within twenty (20) working days of hire, the employee and supervisor will meet for the purpose of reviewing the job description and discussing expectations. For employees that were employed in the same position the previous year, this meeting is encouraged but is optional if the job description and the expectations remain the same.

Section 18.3 - If an employee is to receive an overall evaluation that is less than satisfactory, the employee shall be provided with a copy of the evaluation at least one (1) day prior to the conference with the evaluator. Exceptions to this one (1) day rule must be mutually agreed upon by the supervisor and the employee.

The employee may request that an Association representative or another employee be present for this meeting and the employee may attach a rebuttal to the evaluation.

Section 18.4 - If an employee receives a mark in any area that is less than a three (3), the supervisor shall provide in writing:

A. A clear statement of the deficiency, and

B. A clear statement defining acceptable performance.

In addition to 18.4A and 18.4B the supervisor may choose to include:

C. A plan of improvement which consists of the following:

1. The identification of resources and support that are available, and

2. A timeline that outlines reasonable time periods and procedures for assessing progress.

Section 18.5 - If a supervisor anticipates that termination may be considered based on performance, the supervisor must first implement a plan of improvement which shall include the provisions of Section 18.4. The support under Section 18.4(C) shall include a schedule of conferences with the supervisor of not less than twice per month. The employee and the supervisor shall sign documentation acknowledging each of these conferences. The timeline under Section 18.4(C) shall extend a maximum of sixty (60) working days. At the end of this time period, the employee will be re-evaluated using the Evaluation Form found in Appendix C. The result of this evaluation will be either a satisfactory evaluation, an extended timeline for improvement to be made with the steps of this subsection continued, or a termination notice.

Section 18.6 - The evaluation provisions described above are for the purpose of dealing with performance-based concerns. They are not intended to be a requisite procedure for dealing with conduct that warrants discipline. In such cases, discipline will be administered in a manner that is reasonable and, if appropriate, progressive, based on the magnitude and the scope of the misconduct. The parties recognize that the line between unacceptable behavior and unacceptable performance can, at times, be imprecise. Therefore, the parties commit to work together to resolve disagreements regarding which procedures should apply. Terminations for performance are subject to the provisions of Article XXVI.
`

Section 18.7 – Employees are not eligible for a transfer while on a plan of improvement.

ARTICLE XIX - Probationary Period and Permanent File

Section 19.1 - Each newly hired employee shall remain on a probationary status for a period of not more than fifty (50) days worked following the date of hire. During the probationary period, discharge shall not be subject to the Dispute Procedure under this Agreement. The probationary period must be completed before an employee can be eligible to bid on a new job opening.

Section 19.2 - All materials placed in the permanent record file shall be available for review by the employee. Upon request, copies of the employee's records will be provided. However, the District may charge the employee for the cost of copying when the request is to copy more than five (5) pages. Employees will not be charged for documents that may be used in District-related employment disputes. No derogatory or evaluative material may be placed in an employee's personnel file without his/her knowledge. The District will not knowingly place false material in an employee's file.

ARTICLE XX - Termination and Resignation

Section 20.1 - The District shall give the employee two (2) weeks' notice in writing of intention to terminate. In extraordinary cases, where an immediate dismissal is necessary, the notice will not be required. The District will expect the employee to give two (2) weeks' notice in writing in cases of resignation. In the case of a voluntary resignation, the employee shall forfeit seniority.

Section 20.2 - Nothing contained herein shall be construed to prevent the District from terminating an employee for lack of funding. In the event termination is necessary due to lack of District funding or available work, the Reduction in Force article of this Agreement shall take precedence.

ARTICLE XXI - Retirement

Section 21.1 - In determining whether an employee covered by this Agreement is eligible for participation in the Washington State Department of Retirement Systems, the District shall report all straight time and overtime hours worked.

ARTICLE XXII - Insurance

Section 22.1 – The Board will provide the state insurance benefit allocation per full-time employee, less carve-out plus $39.59 per FTE. Part-time employees shall receive a prorated amount

The parties recognize that the implementation of ESSB5940 requires that the District make progress towards a benefit pool that distributes dollars differently, with the legislative goal of achieving out-of-pocket payments for employees selecting full family coverage that is no greater than three times that of employees selecting individual coverage within the same medical plan. Consequently a new pooling program will be implemented in 2014-2015 (October 31 for November 1 coverage), that will make progress towards this legislative goal. To the extent possible (given increasing premiums, no additional state support for health care costs, and the impacts of open enrollment), a modest shift in pooling dollars (from employee only to full family) will occur.

Section 22.2 - The District will provide tort liability insurance for each employee subject to the following conditions:

A. Coverage shall not exceed the limits of the District policy in effect at the time of the occurrence.

B. For coverage to be in effect, the insurance carrier must choose the employee's defense attorney.

C. The District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful intent to violate the law.

ARTICLE XXIII - ESP Professional Development Committee

Section 23.1 – The ESP Professional Development Committee shall be created for the purposes of identifying the professional development needs of the members, training options, and developing training schedules that are flexible and accessible.

a) The ESP Professional Development Committee shall be composed of not less than four (4) members, two (2) from ESP and two (2) from management. The Association and Management can mutually agree to expand committee membership to meet committee needs.

b) The committee will conduct an annual needs assessment survey by March each year.

c) The committee will develop a list of training and classes based upon the needs assessment. The training opportunities will include but not be limited to training related to PBIS, RP, SEL, and ACES.

d) The ESP Professional Development Committee shall be charged with developing a training schedule that is flexible and accessible. The Committee, when developing the schedule, will consider workday, evening, and weekend options.

Section 23.2 - Each employee shall be eligible for Professional Development Hours. The number of Professional Development Hours an employee is entitled to shall equal three (3) times the employee's average daily work hour schedule, not to exceed twenty-four (24) hours per year. Professional Development Hours are nonaccumulative and must be used prior to August 31 of each school year.

Section 23.3 - Procedure. In order to be eligible for Professional Development Hours or to access Professional Growth Funding, the following procedures must be followed:

a) The employee must complete and submit the Professional Development Day Request Form (Appendix D).

b) The employee must complete and submit the Course Evaluation Form (Appendix E).

c) The class, course, seminar, or training must be approved by the supervisor.

d) Classes, courses, seminars, or trainings that are not on the list published by the ESP Professional Development Committee shall be allowed if they are approved by the employee's supervisor.

e) Classes, courses, seminars, or trainings can be funded by building or department budgets if funds are available and approved by the supervisor.

f) If tuition or registration for classes, courses, seminars, or trainings is funded from the Professional Growth Fund; the employee must submit the appropriate documentation to be reimbursed.

Section 23.4 - Mentor Program

The District agrees to provide a Mentor Program for employees subject to the following guidelines:

1) An employee or supervisor may request mentor assistance from other employees of the District for skills required for the employee's position.

2) The request will include the following:
   a. Skills training that is needed,
   b. Site-specific programs for which training is needed (e.g., SFA),
   c. Number of hours requested, and
   d. Location.

3) The employee or supervisor requesting mentor assistance will forward a request to the Director of Human Resources or his/her designee for approval.

4) Human Resources will give priority for funding to employees in the following situations:
   a. New employees to the District,
   b. Those who have experienced a radical change in level or position.

5) The District has an obligation to fund mentor assistance for up to five percent (5%) of the membership per year. Requests made by the supervisor or by an employee who was involuntarily transferred will not count as part of the five percent (5%) mentoring commitment.

6) The Association will provide training for current employees willing to become mentors. The Association will provide Human Resources with names of members who complete the Mentor Assistance Training Program.

7) Mentors will be paid $25.00 per hour up to a maximum of eight (8) hours for mentoring per approved mentor request.

8) Employees who receive mentor assistance may use Professional Development Hours for assistance received outside of the employee's scheduled workday, up to a maximum of eight (8) hours.

Section 23.5 - Mentor Training Program

Oversight of the Mentor Training Program shall be mutually held by the Association and Human Resources and administered through the regularly scheduled labor-management meetings. A joint review of the process will be conducted annually prior to October 1. The Mentor Program shall be subject to the following guidelines:

1) An employee or supervisor may request mentor assistance from other employees of the District for skills required for the employee's position.

2) The request will include the following:
   a. Skills training that is needed,
   b. Site-specific programs for which training is needed (e.g..SFA),
   c. Number of hours requested, and
   d. Location

3) The employee or supervisor requesting mentor assistance will forward a request to Human Resources for approval.

4) A roster of appropriate mentors will be maintained and mutually agreed to by the Association and Human Resources.

5) Mentors will be assigned by mutual agreement between the Association and Human Resources.

6) The Association will provide training for current employees who are mutually identified to become mentors.

7) Mentors will be paid $25.00 per hour up to a maximum of eight (8) hours for mentoring per approved mentor request.

8) Employees who receive mentor assistance may use Professional Development Hours for assistance received outside of the employee's scheduled workday, up to a maximum of eight (8) hours.

9) The District has an obligation to fund mentor assistance for up to five (5%) of the membership per year. Requests made by the supervisor or by an employee who was involuntarily transferred will not count as part of the five (5%) mentoring commitment.

10) Human Resources will give priority for funding to employees in the following situations:
   a. New employees to the District,
   b. Those who have experienced a radical change in level or position.

Section 23.6 - The employer may provide funds for vocational training when requested by the employee. However, the Administration shall have the sole right to determine if employees may attend the vocational classes at District expense. When the Superintendent or designee requests that an employee attend vocational course(s), the employee shall be paid at his/her regular rate of pay.

Section 23.7 - The District shall pay the cost for approved tuition, books, and materials that are mandatory for the course, and where prior approval for attendance has been obtained from the Director of

Human Resources. To be reimbursed, the employee will provide evidence of successful completion such as a transcript or certificate of completion. However, if the Superintendent or designee directs the employee to attend courses to gain specific skills; then tuition, required books, and fees will be paid in advance by the District. Mileage reimbursement shall be in accordance with present District policy and regulations for travel to approved classes held during the regular workday.

Section 23.8 - The District shall not provide funds for training of employees who are deficient in skills required for jobs that they presently hold. The District shall provide funds for training, however, if an employee has a skill deficiency that is caused by:

A. An involuntary transfer to a new job classification;

B. The introduction and use of technically advanced equipment; or,

C. A change in the qualifications and/or duties required in the current job description.

ARTICLE XXIV- Travel Allowance

Section 24.1 - An employee who is requested to use his/her personal motor vehicle for District business will be reimbursed for mileage in accordance with Board policy and regulations.

Section 24.2 - Employees utilizing their own personal motor vehicle for District business shall carry insurance in accordance with Washington State Law. The employee's insurance shall be primary in the case of any incident and the District's liability, if any, will only be in excess of the employee's insurance.

ARTICLE XXV - Right to Due Process

Section 25.1 - Any disciplinary action shall be for just cause.

Section 25.2 - An employee shall be entitled to have a representative of the Association present during any meeting which might reasonably be expected (by the employee) to lead to disciplinary action. When a request for such representation is made, no action will be taken with respect to the employee until the Association representative is present. If discipline is to be administered, the supervisor shall inform the employee of his/her right to an Association representative prior to the action being taken.

Section 25.3 - Any complaint made against an employee by a parent, student, or fellow employee will be promptly called to the attention of the employee or the complaint may not be used in any disciplinary or evaluative action.

ARTICLE XXVI - Dispute Resolution Procedure

Section 26.1 - Introduction

The parties believe that staff and management should attempt to resolve disputes arising from alleged violations of this Agreement in informal, problem-solving methods before moving to the formal grievance process. To this end, an informal meeting between the grievant or Association and supervisor must occur as a first step.

Section 26.2 – Definitions

1. A "grievant" shall mean an employee or group of employees included in the bargaining unit represented by the Association or the Association.

2. A "grievance" is any claim of alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

3. "Days" shall mean bargaining unit workdays, except as otherwise indicated. The number of days provided in each step shall be considered a maximum.

Section 26.3 - Timelines

1. Timelines may be extended by mutual written agreement of the parties. If the Association fails to meet a required timeline, the grievance will be considered to be withdrawn. If the District fails to meet a required timeline, the Association shall advance the grievance to the next step.
2. Notwithstanding the expiration of the Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 26.4 - Representation

1. A grievant may elect self-representation or be represented by an Association selected representative. However, the Association has the exclusive right to determine representation at arbitration. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. The Association shall be notified in writing as to the disposition of any grievance and the disposition shall not be inconsistent with the terms of this Agreement.

Section 26.5 – Procedure

1. By mutual written agreement, any step of this grievance procedure may be bypassed.

2. A grievance may be withdrawn or settled at any step without establishing prejudice or precedent.

3. No reprisals shall be taken by the employer against any employee because of the employee's participation or refusal to participate in a grievance.

4. All matters pertaining to specific grievances are confidential unless released by the grievant or Association.

5. No documents, communications, or records dealing with grievances and their adjustment will be filed with the grievant's personnel file.

6. These provisions would not require the removal from the personnel file a document that gave rise to the grievance unless removal was the resolution of the grievance.

7. All hearing or conferences pursuant to this grievance procedure will be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present including any and all witnesses.

8. The Board and Administration shall cooperate with the Association in its investigation of any grievance and will furnish the Association such information as is required for the investigation processing of any grievance.

9. Class grievances involving one (1) or more employees from one (1) or more buildings or one (1) or more supervisors and grievances involving an administrator above the building level may initially be filed at Level II.

10. In grievances involving discipline of an employee, the grievant has the option of having the Level I grievance heard by the Director of Human Resources rather than the immediate supervisor.

11. Grievances concerning the decision or actions of ESC managers and directors that are not the immediate supervisor of the grievant will be filed at Level II.

12. Decisions regarding requests for unpaid leaves may be pursued through Level II but will not be eligible for arbitration.

Section 26.6 - Processing of Grievances

Informal Meeting

Within thirty (30) days of becoming aware of an alleged grievance, the grievant shall schedule a meeting to discuss the complaint with his/her immediate supervisor. Every effort will be made to resolve the grievance at this level.

Level I - Supervisor's Level

If no settlement is reached at the Informal Meeting, the grievance will be reduced to writing and presented within ten (10) days following the Informal Meeting to the immediate supervisor for reconsideration. The supervisor will respond in writing within five (5) days after the meeting.

Level II - Superintendent's or Designee Level

If no settlement is reached at Level I or if the supervisor fails to respond within five (5) days, the grievance may be appealed to the Superintendent or designee within ten (10) days after the Level I response was received or should have been received. The appeal must be in writing. A meeting shall occur within the ten (10) days after the receipt of the appeal.

Level III - Final Dispute Resolution Options

One of the following dispute resolution processes may be selected to achieve final resolution of the grievance.

A. Binding Arbitration

If the grievance is not resolved at Level II, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within twenty (20) days of receipt of the Level II response. The arbitrator shall be selected from a list provided by the American Arbitration Association or the Federal Mediation and Conciliation Service (at the choice of the Association) in accordance with its rules, which likewise shall govern the arbitration proceeding.

1. The arbitrator shall have the authority to rule on any and all questions of arbitrability.

2. The arbitrator shall have the authority to make decisions and to provide appropriate remedies on all provision of this Agreement, consistent with existing statutes, and shall be binding on both parties.

3. The arbitrator's award shall be submitted in writing to the parties and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

4. The arbitrator's fees and expenses shall be borne equally by the parties. All other costs will be paid by the party incurring them.

B. Mediation

If the grievance is not resolved at Level II, the Association may request grievance mediation. The Association shall notify the District in writing within ten (10) days of receipt of

the Level II response of its desire to refer the grievance to mediation. The District shall respond in writing to the Association within five (5) days of receipt of the Association notification whether or not the District agrees to mediation. The mediator will have the authority to meet separately with either party, and if a resolution cannot be mutually agreed to, will have the authority to determine a resolution that shall be binding on both parties. The authority of the mediator to determine a decision will be defined by the Association and the District at the time the mediation is requested. Proceedings shall be informal in nature. The settlement agreed to shall be reduced to writing by the mediator and, if necessary, shall be enforceable through the grievance procedure of the Agreement. The fees and expenses of the mediator and related costs shall be borne equally by the parties.

ARTICLE XXVII - Pay Periods

Section 27.1 - Each employee under the jurisdiction of this bargaining unit shall receive his/her salary in twelve (12) monthly installments. However, employees who work two (2) hours or less shall be paid only during the months in which they work.

Section 27.2 - For individuals hired after the beginning of the school year, the corrected salary shall be paid pro rata for the remaining payments of their employment year.

Section 27.3 - Employees who have been overpaid by the District as the result of the District making an error will be required to pay back any overpayment. A payment schedule will be mutually prepared that results in repayment over a reasonable period of time and which will not create an undo hardship on the individual. If the period of overpayment exceeds twelve (12) months, the amount to be repaid will be subject to discussions. In the event the employee leaves the employment of the District prior to the liquidation of the overpayment, the District may withhold the last check or portion thereof for the purpose of recovering the overpayment.

ARTICLE XXVIII - Salaries

Section 28.1 - Effective September 1, 2017, the salary schedule shall be as displayed in Appendix A. The District agrees to provide the following pay increases: 6.36% + 2.3% COLA

A column for members with twenty (20) or more years of experience will be added to the ESP salary schedule to recognize longevity of service, as indicated in Appendix A.

Additionally, a one time retention bonus of $227.25 to be paid to each member in November

Section 28.2 - **Tax-Sheltered Annuities**. District tax-sheltered annuities are available through payroll deductions. Employees should contact the Business Office for information on various programs.

Participation is limited to the present District-approved plans and procedures and enrollment periods as outlined by the District and participating companies.

Section 28.3 - The school building Coordinator of Office Operations will receive a performance/ responsibility stipend of $600.00 for each year.

Section 28.4 - In the event that a Library Assistant assumes responsibilities caused by the absence of the Librarian, the covering individual shall receive a pay differential of 20% of his/her hourly rate, in addition to his/her regular pay, for the hours of coverage. The site administrator will verify pay differentials.

Section 28.5 - Employees who are asked by an administrator at ESC to pilot new programs will be provided a stipend. This stipend will be bargained based upon the employee's per diem rate and the anticipated additional work involved.

ARTICLE XXIX - Duration

Section 29.1 - The term of this Agreement shall be from September 1, 2017 through August 31, 2018.

Section 29.2 - All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date.

Section 29.3 - This Agreement may be reopened at any time by mutual agreement of the parties.

Section 29.4 - Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction; the article, section, or clause, as the case may be, shall automatically be considered null and void and deleted from this Agreement to the extent that such article, section, or clause is in violation of law. The parties will meet to negotiate the impact of any such ruling. The remainder of this Agreement shall remain in full force and effect.

ARTICLE XXX - Entire Agreement

Section 30.1 - The foregoing articles, sections, and clauses contained in this document shall constitute the entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XXXI - No-Strike Clause

Section 31.1 - For the duration of this Agreement, the employer will not lock out employees nor will the employees engage in any strike or other work stoppage. In the event another bargaining unit engages in a strike during the terms of this Agreement, the work year of the members of this bargaining unit will also be adjusted and rescheduled following the strike to insure that they do not lose annual salary; once

restructured and worked, the members will pay back to the District any unemployment payments they have received. In the event the District asks this bargaining unit to work during the strike of another bargaining unit, the District will not ask members of this bargaining unit to do the work of the striking unit.

AGREEMENT SIGNATURE PAGE

FOR THE FEDERAL WAY EDUCATION ASSOCIATION EDUCATION SUPPORT PROFESSIONALS

Michelle L Hayes

12/15/17
DATE

FOR THE BOARD OF EDUCATION OF THE FEDERAL WAY PUBLIC SCHOOLS, DISTRICT NO. 210

12/12/17
DATE

Appendix A

With 6.36%, plus 2.3% COLA (8.66%), Plus Step 7	1 & 2 Yrs	3 & 4 Yrs	5 & 6 Yrs	7 & 8 Yrs	9-14 Yrs	After 14 Yrs	After 19 yrs
Level	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
1 Clerical Assistant	$17.74	$18.47	$18.89	$19.24	$19.61	$20.00	$20.41
2 Secretary I Receptionist Mailroom Assistant Office Assistant - Elementary School	$18.46	$18.87	$19.24	$19.60	$20.03	$20.43	$20.84
3 Mailroom & Order Processing Clerk Secretary Generalist - Central Administration Secretary Generalist - Middle School Secretary Generalist - High School Secretary Generalist - English Language Learner Central Secretary Generalist - Elementary School Library Assistant - Elementary School Attendance Secretary - High School	$19.87	$20.29	$20.67	$21.09	$21.53	$21.96	$22.39
4 Secretary II Attendance/Data Secretary - Middle School Clock Hour Program Manager Data Secretary - Middle & High School Employment Specialist Human Resources Assistant Financial Secretary - Middle School Financial Secretary - High School	$20.78	$21.21	$21.63	$22.06	$22.50	$22.96	$23.42
5 Substitute Specialist Coordinator of Office Operations - Elementary Coordinator of Office Operations - Middle School Coordinator of Office Operations - High School Coordinator of Office Operations - Unique Programs Coordinator of Office Operations - Central Admin.	$22.92	$23.37	$23.84	$24.31	$24.82	$25.32	$25.83
***6 Student Services Generalist	$26.35	$26.89	$27.43	$27.96	$28.53	$29.10	$29.69

*** Level 6 was negotiated in a Letter of Agreement and is exclusive to positions identified within the Letter of Agreement

Appendix B

EVALUATION PROCEDURES FOR ESP EMPLOYEES

(See ESP Collective Bargaining Agreement, Article XVIII, for Contractual Evaluation Language)

1) Employees are to be evaluated at least annually using the District-approved Evaluation Form for ESP members. Annual written evaluations are to be completed and distributed according to the following schedule:

   For year-round employees, no later than August 15.

   For less than 12-month employees, no later than June 1.

2) After the employee has had the opportunity to read the evaluation and conference with the supervisor, the employee must sign the Evaluation Form and return it to the supervisor. The employee's signature signifies receipt of the evaluation and does not necessarily indicate agreement.

3) If an employee wishes, s/he may submit a written rebuttal to the evaluation. This rebuttal is to be submitted to the Department of Human Resources. A copy of the rebuttal will then be attached to the Evaluation Form and retained with the employee's evaluation records.

4) A copy of the written evaluation signed by both the supervisor and the employee is to be submitted to the Department of Human Resources within ten (10) working days of the evaluation taking place.

5) No later than December 1 of each year, or within twenty (20) working days of hire, the employee and supervisor must meet for the purpose of reviewing the job description and discussing expectations. For employees that were employed in the same position the previous year, this meeting is encouraged but is optional if the job description and the expectations remain the same.

6) If an employee is to receive an overall evaluation that is less than satisfactory, the employee must be provided with a copy of the evaluation at least one (1) day prior to the conference with the evaluator. Exceptions to this one (1) day rule must be mutually agreed upon by the supervisor and the employee. The employee may request that an Association representative or another employee be present for this meeting.

7) If an employee receives a mark in any area that is less than a three (3), the supervisor must provide in writing:

   a) A clear statement of the deficiency, and
   b) A clear statement defining acceptable performance.

In addition, if deemed appropriate, the supervisor may choose to include:

c) A Plan of improvement which consists of the following:

1.The identification of resources and support that are available, and

2. A timeline that outlines reasonable time periods and procedures for assessing progress.

8) If a supervisor anticipates that termination may be considered based on performance, the supervisor must first implement a plan of improvement which shall include the provisions of section 18.4 (see also Section 18.5 of the contract). The support under provision (c) must include a schedule of conferences with the supervisor of not less than twice per month. The employee and the supervisor must sign documentation acknowledging each of these conferences. The timeline under provision (d) shall extend a maximum of sixty (60) days actually worked. At the end of this time period, the employee will be re-evaluated using the Evaluation Form found in Appendix C. The result of this evaluation will be either a satisfactory evaluation, an extended timeline for improvement to be made with the steps of this subsection continued, or a termination notice.

9) The evaluation provisions described above are for the purpose of dealing with performance based concerns. They are not intended to be a requisite procedure for dealing with conduct that warrants discipline. In such cases, discipline will be administered in a manner that is reasonable and, if appropriate, progressive, based on the magnitude and the scope of the misconduct. The District and the Association recognize that the line between unacceptable behavior and unacceptable performance can, at times, be imprecise. Therefore, they commit to work together to resolve disagreements regarding which procedures should apply.

Appendix C

ESP EVALUATION FORM

FEDERAL WAY PUBLIC SCHOOLS

Name of Employee:_____ **Date of Evaluation:**_____

School/Department _____ **Position** _____

Evaluation Period From: _____ To: _____

EVALUATION TYPE: **Annual** _____ **Probation**_____ **Other** _____

RATING SCALE FOR EACH TRAIT OR SKILL

1 Unsatisfactory **2** Needs Improvement **3** Meets Expectations **4** Above Average **5** Outstanding

		1	2	3	4	5
JOB KNOWLEDGE	Shows Understanding of Position and Responsibilities.					
QUALITY OF WORK	Accurate, Neat, Thorough.					
QUANTITY OF WORK	Efficient, Timely, Productive.					
INITIATIVE	Resourceful, Self-motivated, Creative.					
WORK ATTITUDE/ COOPERATION	Has a Positive Attitude, Works Well with Others, Cooperative, Willingly Accepts Responsibilities.					
COMMUNICATIONS	Carries out and Conveys Verbal and Written Information with Skill and Accuracy.					
CUSTOMER/STUDENT RELATIONS	Works Well with Students, Patrons, Parents, Vendors, and the Public.					
DEPENDABILITY	Reliable, Trustworthy, Requires Minimal Supervision.					
ADAPTABILITY	Adjusts Well to Change, Flexible, Responds Well to New or Different Conditions.					
JUDGMENT	Decision-Making is Thoughtful and Constructive, Considers and Prioritizes Multiple Objectives.					
CONFIDENTIALITY	Respects and Protects the Privacy of Students, Staff, and Customers.					
PUNCTUALITY AND ATTENDANCE	Rarely Late and appropriately uses leave within contractual intent.					

RATE THE EMPLOYEE ON AN OVERALL PERFORMANCE BY CHECKING THE APPROPRIATE RATING BELOW

Unsatisfactory **Needs Improvement** **Meets Expectations** **Above Average** **Outstanding**

Comments:

_____ _____

Signature of Principal Date Signature of Employee Date

Appendix D

CLASSIFIED PROFESSIONAL DEVELOPMENT DAY REQUEST FORM

FEDERAL WAY PUBLIC SCHOOLS

THIS FORM MUST BE PROPERLY COMPLETED AND RECEIVED BY THE LAST WORKING DAY OF THE MONTH TO BE PAID IN THE FOLLOWING MONTH'S PAYROLL. INCOMPLETE FORMS WILL BE RETURNED FOR CORRECTIONS OR COMPLETION BEFORE PROCESSING AND MAY NOT BE PAID IN THE FOLLOWING MONTH.

Forward all copies of this form to Human Resources for processing

TO BE COMPLETED BY EMPLOYEE **PLEASE PRINT LEGIBLY**

BARGAINING UNIT (Please check one):

_____ ☐ ESP ☐ PROF-TECH

Employee's First and Last Name

☐ PSE ☐ IUOE

_____

Employee's School/Building Location Number of Hours Assigned Per Day: _____

The above-mentioned class meets all requirements set forth by the District as an approved class/workshop.

_____ _____

Administrator's Approval Signature Date

1. COURSE TITLE/CONTENT **(CLASS OR WORKSHOP MUST DIRECTLY SUPPORT EMPLOYEE'S JOB DUTIES):** _____

_____

_____

2. EXPECTED OUTCOME: _____

_____

3. **(DATE(S):** _____ **LOCATION:** _____

4. **TOTAL HOURS ATTENDED:** _____ **# Days Requested:** _____

☐ **If stacking hours, check here. All stacked request forms must be turned in together, stapled in the left-hand corner.**

Total hours submitted should equal a multiple of the employee's workday. If the employee desires payment for a partial day, he/she must acknowledge loss of the remaining hours in that day here:_____ **(initials)**

(To be completed at the conclusion of program)

_____ _____

Verification Signature of Presenter/Instructor **Date**

DO NOT WRITE BELOW THIS LINE

DAYS AVAILABLE TO: ESP, PSE, IUOE – 3 days, PROF-TECH – 2 day only

Total Days Paid This Date _____/ _____Assigned hours **Total Remaining Days to Be Claimed _____**

PSE - ☐ CK ☐ TRN ☐ PARA ED ☐ **ESP** ☐ **IUOE** ☐ **PROF TECH** **ACCT #** _____88000-364

_____ _____

Payment Authorization Date

Note: If you wish a copy, please make a photocopy of the form before sending it to Human Resources.

Form 147 08/02 Page 1

INSTRUCTIONS FOR COMPLETING FORM

Top box: The employee must print their name legibly, indicate their location, and check the box corresponding to their bargaining unit. If an employee is a member of more than one bargaining unit that provides optional days, they must indicate which bargaining unit the optional days should be charged against.

Second box: Prior to attending the workshop/class or participating in the activity, the employee must receive approval from their immediate supervisor. The class must meet the requirements of an approved class/workshop.

The employee should also indicate the number of hours they are assigned to work per day. This is the amount of hours they will be paid per optional day (the employee's work day).

The employee should complete sections 1-3 prior to requesting the immediate supervisor's approval.

1. Once a course title has been registered with HR, it cannot be used again. Therefore, if the employee is (e.g.) attending a series of lectures, they should apply for attendance at all of the sessions on one form; this should be held and submitted for payment to Human Resources only after the last session has been attended; if they submit an optional day request for the first session only, they will not be allowed to claim the same course title on later forms.

2. Indicate what the employee feels will be the expected outcome of attending this course or participating in this activity.

3. The date(s) of the course/activity, and where it was conducted.

4. "Total hours attended" should equal a multiple of the employee's work day (see above), and "# of days requested" should be the number of optional days the employee is claiming. PROF-TECH employees may claim two (2) days; ESP, PSE and IUOE employees may claim three (3) days.

   If the hours on an individual form do not equal a multiple of the employee's work day, it may be "stacked" with another form. If stacking with another form, please check the appropriate box and staple the forms together.

   If the employee wishes to claim less than a full work day, they may do so by initialing in the appropriate space. The employee will be paid only for the hours claimed, but an entire optional day will be credited, and the employee will not be able to claim the lost hours later.

   If the hours on individual or stacked forms do not equal a multiple of the employee's work day, and if the employee has not acknowledged loss of unclaimed hours in the appropriate space, the form will be returned to the employee's location unprocessed.

5. The class/workshop presenter or instructor must sign the form verifying that the employee attended. This signature must be dated on the date of the activity or later.

A copy of the completed form will be returned to the employee's location after it has been processed for payment. If any portion of the form is incomplete, contains an error, or is illegible, it will be returned to the employee's location unprocessed. It is the responsibility of the location and/or employee to make the corrections or changes and return to Human Resources. This may result in a delay of payment to the employee.

Further explanation of the employee's professional development requirements and usage can be found in the appropriate unit's collective bargaining agreement.

RECEIPT OF THE OPTIONAL DAY FORM IS WHEN IT IS RECEIVED IN THE HUMAN RESOURCES DEPARTMENT - NOT WHEN MAILED FROM THE EMPLOYEE'S LOCATION OR GIVEN TO ANOTHER PERSON, OTHER THAN HUMAN RESOURCES. IT IS ADVISABLE TO HAND DELIVER TO HUMAN RESOURCES IF NEAR THE MONTHLY DEADLINE.

Appendix E

FEDERAL WAY PUBLIC SCHOOLS

Course Evaluation Form

DIRECTIONS: PLEASE RATE THE WORKSHOP AND PROVIDE **ADDITIONAL COMMENTS WHERE INDICATED**	Low 1	2	Average 3	4	High 5
New knowledge, perspectives, or skills were gained.					
Presenters were well prepared.					
Presenters were knowledgeable.					
Instructors were skillful presenters.					
Objectives were clearly stated.					
Workshop met the stated objectives.					
Facilities were adequate for the workshop.					
Printed materials were of high quality and matched the course content.					
I will be able to apply the content of the workshop to my position in the district.					

What specific suggestions can you offer to strengthen this workshop?

Please use the space below to make any comments/suggestions.

Thank you for your participation in this Federal Way School District workshop. We hope it was a valuable learning experience!