

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

BOARD OF DIRECTORS' MEETING

February 24, 2020

Individuals with disabilities who may need a modification to participate in a board meeting should contact the superintendent's office as soon as possible in advance of a meeting so that special arrangements may be made.

CONSENT AGENDA

A consent agenda has been established by the board in order to eliminate the time-consuming task of acting on routine and repetitive business items. These items are now placed in a consent agenda package and will be voted on at one time. If you see an item on the consent agenda that you would like to have publicly discussed, please discuss your concern with a board member prior to action on the consent agenda.

Lake Washington School District Acronyms

AP: Advanced Placement

AVID: Advancement Via Individual Determination

B/SR: Board/Superintendent Relationship

CADR: College Academic Distribution Requirements

CDSA: Common District Summative Assessments

CEDARS: Comprehensive Education Data and Research System (CEDARS)

CIA: Certificate of Individual Achievement

CLT: Central Leadership Team

COE: Collection of Evidence

CTE: Career & Technical Education

DIBELS: Dynamic Indicators of Basic Early Literacy Skills

DLT: District Leadership Team (manager level and above, includes both certified and classified)

ELL: English Language Learners

ELPA21: English Language Proficiency Assessment for the 21st Century

eMAS: Elementary Mobile Access for Students

ESEA: Elementary and Secondary Education Act

ESSA: Every Student Succeeds Act

GC: Governance Culture (See Policy Governance)

GC/CM: General Contractor/Construction Management

HiCap: Highly Capable Program

HSBP: High School and Beyond Plan

KISN: Kindergarten Intensive Safety Net

KPI: Key Performance Indicators

LDA: Locally Determined Assessment

LEAP: Learning Enhancement & Academic Planning

MTSS: Multi-Tiered Systems of Support

NSBA: National School Board Association

OE: Operational Expectations (See Policy Governance)

OSPI: Office of Superintendent of Public Instruction

PBIS: Positive Behavioral Interventions and Supports

PCC: Professional Community & Collaboration

PDSA: Plan, Do, Study, Act

PLC: Professional Learning Community

Policy Governance: A governance process used by the school board. This sets forth “Results (R)” that the superintendent must reach, while abiding by “Operational Expectations (OE).” R include the district’s mission. OEs provide the boundaries for how the superintendent and staff can get to the goals. See the board policy section on web site for more information.

Quest: Highly Capable program for students in gr. 2-8

Results (R): Results (*See Policy Governance - formerly known as End Results*). Goals set forth by the board, including the mission of the district.

RCW: Revised Codes of Washington

RTI: Response to Intervention

SALT: Strategic Advisory Leadership Team

SBA: Smarter Balanced Assessment

SBE: State Board of Education

SCAP: School Construction Assistance Program

SEL: Social Emotional Learning

SGP: Student Growth Percentile

SIOP: Sheltered Instruction Observation Protocol

SIP: School Improvement Plan

sMAS: Secondary Mobile Access for Students

STEM: Science, Technology, Engineering, and Mathematics

UDL: Universal Design for Learning

WA-AIM: Washington – Access to Instruction and Measurement

WAC: Washington Administrative Codes

WaKIDS: Washington Kindergarten Inventory of Developing Skills

WaNIC: Washington Network for Innovative Careers

WCAS: Washington Comprehensive Assessment of Science

WCAP: Washington Comprehensive Assessment Program

WIDA AMS: Alternative ELL Assessment

WSIF: Washington School Improvement Framework

WSSDA: Washington State School Directors Association

February 20, 2020

Siri Bliesner
President, Board of Directors
Lake Washington School District No. 414
Redmond, WA 98052

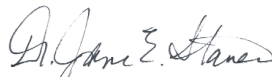
Dear Ms. Bliesner

I am transmitting herewith the agenda for the Board of Directors' regular meeting of February 24, 2020 beginning at 7:00 p.m. in the Board Room of the Resource Center, 16250 NE 74th Street, Redmond, WA.

Order of Business

1. Convene, Roll Call
2. Approve Agenda
3. Recognitions
4. Public Comment
5. Consent Agenda
6. Non-Consent Agenda
7. Public and Community Affairs
8. Superintendent Report
9. Board Member Comments
10. Adjourn

Sincerely,

A handwritten signature in cursive script, appearing to read "Dr. Jane E. Stavem".

Dr. Jane Stavem
Superintendent

LAKE WASHINGTON SCHOOL DISTRICT

Board of Directors' Meeting

L.E. Scarr Resource Center Board Room

February 24, 2020

5:00 p.m. **Study Session** - *Location:* Hughes, Resource Center
Topics: School Capacity and Enrollment Update and Public and Community Affairs

6:45 p.m. **Reception – National Board Certified Teachers**, *Location:* Board Room

<u>Time</u>	<u>Action</u>	<u>Tab</u>	<u>Page</u>
7:00 p.m.	Convene, Roll Call		
	Approve Agenda		
	Recognitions		
	▪ <i>National Board Certified Teachers – Stephen Bryant, Director of Professional Learning</i>		
	Public Comment		
	Consent Agenda		
	▪ Minutes - {Feb. 10 study session & board meeting}	1	1
	▪ Human Resources Report	2	12
	▪ Instructional Materials Adoption	3	14
	▪ Emergency School Closure	4	15
	▪ Trades Bargaining Council Collective Bargaining Agreement, 2019-22	5	16
	▪ School Improvement Plans (SIP) Approval, 2019-20	6	18
	▪ Donations	7	19

<u>Time</u>	<u>Action</u>	<u>Tab</u>	<u>Page</u>
	Non-Consent Agenda		
	▪ Redirecting Bond Proceeds and Matching Funds Resolution No. 2283	8	20
	▪ Approval of Monitoring Report – Operational Expectations OE-2, Emergency Superintendent Succession	9	21
	▪ Approval of Monitoring Report – Operational Expectations OE-8, Communication with and Counsel to the Board	10	22
	Public and Community Affairs		
	• 1 st , 45 th & 48 th Legislative Town Hall Meetings – February 22, 2020		
	Superintendent Report		
	Board Member Comments		
	Adjourn		

Next Board Meeting: **March 9, 2020**
5:00 p.m. **Study Session** – *Location: Hughes, Resource Center*
 Topics: TBD
7:00 p.m. **Board Meeting** – *Location: Board Room, Resource Center*

L.E. Scarr Resource Center
16250 NE 74th Street
Redmond, WA 98052

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Study Session
February 10, 2020

The February 10, 2020 study session was called to order by
President Siri Bliesner at 5:00 p.m.

CALL TO ORDER

Members present: Siri Bliesner, Mark Stuart, Chris Carlson,
and Cassandra Sage.

ROLL CALL

Teleconference: Eric Laliberte

Present: Superintendent Jane Stavem.

The following topic was discussed:

TOPICS

- School Capacity Update

The board met in executive session at 6:10 p.m. for the
purpose to consider the selection of a site or the acquisition of
real estate by lease or purchase and the minimum price at
which real estate will be offered for sale or lease.

EXECUTIVE SESSION

The meeting was adjourned at 6:45 p.m.

ADJOURNMENT

Siri Bliesner, President

Jane Stavem, Superintendent

Diane Jenkins
Recording Secretary

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
February 10, 2020

The February 10 board meeting was called to order by President Siri Bliesner at 7:00 p.m. She noted that the January 13, 2020 board meeting had been cancelled due to snow.

CALL TO ORDER

Members present: Siri Bliesner, Mark Stuart, Chris Carlson, and Cassandra Sage.

ROLL CALL

Teleconference: Eric Laliberte

Present: Superintendent Jane Stavem

Mark Stuart moved to approve the agenda. Seconded by Cassandra Sage.

APPROVAL OF
AGENDA

Motion carried.

RECOGNITIONS

Dr. Stavem read a proclamation by Governor Jay Inslee proclaiming January as school board appreciation month. This recognition was delayed because the January 13 board meeting was cancelled due to snow. She noted that the board members serve to ensure that our children have a robust education.

JANUARY – SCHOOL
BOARD APPRECIATION
MONTH

Dr. Stavem thanked the board members for their service to the students and the community. She presented them with three books for each of them to present as a donation to a school of their choice.

The following proclamations were read:

PROCLAMATIONS

- *Proclamation – National School Counseling Week, Feb 3-7, 2020*
- *Proclamation – Career and Technical Education Month, February 1-29, 2020*

NATIONAL SCHOOL
COUNSELING WEEK –
FEB. 3-8, 2020

CTE EDUCATION
MONTH – FEBRUARY

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
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February 10, 2020

Mindy Linicome, PTSA Council President, related that the PTSA Council supports 44 local units in the Lake Washington School District (LWSD). She highlighted their mission and activities to support schools and families.

HOST SCHOOL -
LAKE WASHINGTON
PTSA COUNCIL

Michele Simmons and Sangeeta Dutt, 2020 PTSA Council Reflections Co-Chairs, conveyed that Reflections is a National PTSA and Washington State PTSA cultural arts competition. The purpose is to provide an opportunity for students to use their creative talents by expressing themselves through their own original works. The theme this year was "Look Within."

LAKE WASHINGTON
PTSA COUNCIL AND
2020 PTSA
REFLECTIONS

Forty-three schools participated in this event and the schools selected over 400 entries that were submitted to the Council. There will be 89 entries representing all categories that will be advanced to the State. The winners will be showcased at the State PTSA Convention in May.

Liam Holzer, a 5th grader from McAuliffe Elementary, read his poem, "Compassion Soup for the Soul."

Dasha Velushchak, an 8th grader from ICS, shared a video of her dance entry, "Look for it Within."

Dr. Stavem opened the nominations for president.

BOARD REORGANIZATION

Cassandra Sage moved to nominate Siri Bliesner. Siri Bliesner accepted the nomination. No other nominations were submitted. Nominations were closed.

Motion carried.

Siri Bliesner opened nominations for vice president.

Chris Carlson moved to nominate Mark Stuart for vice president. Mark Stuart accepted the nomination. No other nominations were submitted. Nominations were closed.

Motion carried.

Siri Bliesner opened nominations for legislative representative.

Chris Carlson moved to nominate Eric Laliberte for legislative representative. Eric Laliberte accepted the nomination. Nominations were closed.

Motion carried.

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

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Eric Laliberte moved to amend the consent agenda to remove OGP-5, Board Organization, from the consent agenda. Seconded by Chris Carlson.

CONSENT AGENDA

Motion carried.

Chris Carlson moved to approve the consent agenda as amended. Seconded by Mark Stuart.

Siri Bliesner, yes; Mark Stuart, yes; Eric Laliberte, yes; Chris Carlson, yes; and Cassandra Sage, yes.

Motion carried.

The following January 2020 vouchers were approved:

APPROVAL OF
VOUCHERS

General Fund

367083-367360	\$5,702,656.09
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Payroll

3002-3011	\$6,323.31
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Electronic Transfers

Accounts Payable Direct Deposit	\$5,307,363.34
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Acquisition Card	739,870.78
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Deferred Comp	160,740.00
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Department of Revenue	3,929.54
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Dept. of Retirement Systems	3,686,142.93
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Dept. of Retirement Systems	1,085,061.43
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DSHS - Division of Child Support	4,558.69
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Payroll Direct Deposit	15,187,960.42
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Payroll Tax Withdrawal	5,421,510.13
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TSA Envoy	410,239.80
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VEBA	366.35
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Vision/(NBN)	9,609.33
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Key Bank Processing Fees	\$ 5,741.38
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	<u>\$32,023,094.12</u>
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Capital Projects

700718-700765	\$2,190,496.59
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ASB

64687-64729	\$30,943.84
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Transportation Vehicle Fund

	\$0.00
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Private Purpose Trust Fund

3213-3228	\$5,039.00
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LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
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Approves the minutes of the December 9 study session and board meeting and January 25 study session.

APPROVAL OF MINUTES

Approves February 10, 2020 Human Resources Report.

APPROVAL OF HUMAN
RESOURCES REPORT

Approval of the following instructional materials for use in the Lake Washington schools -

INSTRUCTIONAL
MATERIALS ADOPTION

Title: They Called Us Enemy
Author: George Takei
Publisher: Top Shelf
Copyright: 2019
No. of Copies: 30
Price: \$19.99 per book
School Requesting: Renaissance School of Art & Reasoning
Classification: Grade 8

Title: Beast Academy Math
Author: Batterson/Rogers
Publisher: Art of Problem Solving
Copyright: 2017
No. of Copies: Optional per teacher
Price: \$15.00 per book
School Requesting: Accelerated Programs
Classification: Grade 2

Title: A World Below
Author: Wesley King
Publisher: Simon & Schuster
Copyright: 2018
No. of Copies: 15
Price: \$6.59 per book
School Requesting: Redmond Middle School
Classification: Grade 6

Title: First Light
Author: Rebecca Stead
Publisher: Penguin/Random House
Copyright: 2007
No. of Copies: 15
Price: \$7.99 per book
School Requesting: Redmond Middle School
Classification: Grade 6

Title: The Great Hibernation
Author: Tara Dairman
Publisher: Penguin/Random House
Copyright: 2017
No. of Copies: 15
Price: \$11.71
School Requesting: Redmond Middle School
Classification: Grade 6

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Authorizes the Superintendent to enter into an Interdistrict Cooperative Agreement with Edmonds School District to provide an educational program for special needs children for 2019-2024.

INTERDISTRICT
COOPERATIVE
AGREEMENT, EDMONDS
SCHOOL DISTRICT,
SERVICES TO SPECIAL
NEEDS CHILDREN,
2019-2024

Approves the revised 2019-20 board meeting schedule to include a study session, 5:00 p.m. and board meeting, 7:00 p.m. on February 24, as presented.

2019-20 BOARD MEETING
SCHEDULE - REVISION

Approves the Lake Washington Educational Support Professionals 2019 – 2022 Collective Bargaining agreement.

LAKE WASHINGTON
EDUCATIONAL SUPPORT
PROFESSIONALS
COLLECTIVE
BARGAINING
AGREEMENT, 2019-2022

Approves the reasonable interpretation and indicators for Results-1, Mission of the Lake Washington School District; Results-2, Academic Content Knowledge and Skills; and Results-3, Life Skills and Citizenship as presented.

RESULTS 1-3
REASONABLE
INTERPRETATION AND
INDICATORS, APPROVAL

Approves the following policies: OGP-1, School Board Legal Status and Director Districts; OGP-2, Board Member Qualifications and Elections; OGP-3, Board Meetings; OGP-4, Quorum; and OGP-6, Orientation of Directors, as presented.

OPERATIONAL
GOVERNANCE POLICIES
(OGP) 1-4 AND 6
SECOND
READING/APPROVAL

Approves the reasonable interpretation and indicators for OE-3, Treatment of Community Stakeholders; OE-4, Personnel Administration; OE-5, Financial Planning; OE-6, Financial Administration; OE-7, Asset Protection; OE-8, Communication with and Counsel to the Board; OE-9, Communication and Engagement with the Community; OE-10, Learning Environment/Treatment of Students; OE-11, Instructional Program; OE-12, Facilities; and OE-13, Technology.

OPERATIONAL
EXPECTATIONS (OE) 3-13
REASONABLE
INTERPRETATION AND
INDICATORS, APPROVAL

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

Board of Directors' Meeting

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Accepts the donations/grants as identified -

DONATIONS

Acceptance from Lake Washington Schools Foundation to Lake Washington School District in the amount of \$3,200.00 to support Teen Mental Health First Aid Trainer training.

Acceptance from Louisa May Alcott Elementary PTSA to Alcott Elementary School in the amount of \$6,750.00 to purchase Nature Vision programs.

Acceptance from Audubon Elementary PTSA to Audubon Elementary School in the amount of \$2,467.40 to provide stipends for running club and intramural sports.

Acceptance from Lifetouch to Clara Barton Elementary School in the amount of \$1,700.00 to support classroom enrichment.

Acceptance from Rachel Carson PTSA to Carson Elementary School in the amount of \$24,926.70 to provide academic enrichment (\$4,400.00) and stipends for outdoor education, WatchDOGS, student council, choir, and intramural sports (\$15,977.70); and purchase Child Protection Unit materials (\$1,129.00) and Nature Vision program (\$3,420.00).

Acceptance from Emily Dickinson PTSA to Dickinson Elementary School in the amount of \$12,494.00 to provide stipends for ASB, outdoor education, assemblies, and choir.

Acceptance from Ella Baker PTSA to Ella Baker Elementary School in the amount of \$2,583.00 to provide outdoor education scholarships (\$1,500.00); and purchase library books (\$1,083.00).

Acceptance from Ben Franklin PTA to Franklin Elementary School in the amount of \$1,045.50 to provide stipend for extracurricular sports.

Acceptance from Robert Frost PTSA to Frost Elementary School in the amount of \$1,627.00 to provide stipend for choir.

Acceptance from First Tech Federal Credit Union to Lakeview Elementary School in the amount of \$10,000.00 to provide classroom enrichment.

Acceptance from Lakeview Elementary PTSA to Lakeview Elementary School in the amount of \$24,103.13 to provide scholarships (\$101.50) and stipends for Math Olympiad, newspaper, STEM, choir, and math clubs (\$22,536.71); and purchase playground and classroom supplies (\$1,464.92)

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Acceptance from Horace Mann Elementary PTA to Mann Elementary School in the amount of \$2,466.15 to provide stipend for spirit team.

Acceptance from Tabitha L. Roach to Mann Elementary School in the amount of \$2,615.00 to support professional development.

Acceptance from Christa McAuliffe PTSA to McAuliffe Elementary School in the amount of \$56,527.34 to purchase risers (\$12,040.60), classroom supplies (\$2,950.00), library books (\$950.00), and site licensing for Accelerated Reader (\$6,848.00); provide stipends for McAuliffe Reads, March Madness, ASB, choir, field day, outdoor education (\$16,371.24), and recess coaching (\$1,567.50); reimbursement of copier use and supplies (\$5,900.00); and support field trips (\$9,900.00).

Acceptance from Redmond Elementary PTSA to Redmond Elementary School in the amount of \$3,500.00 to purchase classroom supplies (\$2,000.00) and site licensing for Lexia Reading Core 5 (\$1,500.00).

Acceptance from Norman Rockwell PTA to Rockwell Elementary School in the amount of \$20,360.71 to provide academic enrichment (\$7,972.00) and stipends for choir, outdoor education, and running club (\$8,576.25); and purchase Scholastic News (\$3,812.46).

Acceptance from Rosa Parks PTSA to Rosa Parks Elementary School in the amount of \$16,394.34 to purchase two-way radios (\$8,894.34) and sound system upgrade (\$7,500.00).

Acceptance from Rose Hill Elementary PTSA to Rose Hill Elementary School in the amount of \$2,892.17 to purchase playground equipment (\$1,877.17) and copy paper (\$1,015.00).

Acceptance from Ben Rush PTA to Rush Elementary School in the amount of \$3,253.00 to provide stipend for choir.

Acceptance from Believe Productions, Inc. to Sandburg Elementary School in the amount of \$6,645.05 to support outdoor education.

Acceptance from Carl Sandburg PTSA to Sandburg Elementary School in the amount of \$4,000.00 to support outdoor education.

Acceptance from Samantha Smith PTSA to Smith Elementary School in the amount of \$5,708.10 to purchase PE mats (\$2,584.80) and music instruments and supplies (\$3,123.30).

Acceptance from Laura Ingalls Wilder Elementary PTSA to Wilder Elementary School in the amount of \$2,000.00 to support academic enrichment.

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

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Acceptance from Anonymous donor to EAS in the amount of \$25,000.00 to support outdoor education.

Acceptance from Inglewood Middle School PTSA to Inglewood Middle School in the amount of \$4,500.00 to provide stipends for homework club.

Acceptance from Bryce S. Burgin to Kirkland Middle in the amount of \$1,250.00 to support orchestra.

Acceptance from Kirkland Middle School PTSA to Kirkland Middle School in the amount of \$4,833.90 to provide stipend for after school power hour and homework help.

Acceptance from Northstar Community Jr. High Ad/Northstar Parent Fund to Northstar in the amount of \$2,763.50 to purchase novels (\$646.39), color printer (\$333.49), and site license for IXLearning Science (\$1,783.62).

Acceptance from Redmond Middle School PTSA to Redmond Middle School in the amount of \$4,687.85 to purchase classroom equipment (\$2,340.07) and two-way radios (\$1,347.78); and support InvestED (\$1,000.00).

Acceptance from Renaissance School PTSA to Renaissance School in the amount of \$12,416.85 to provide stipends for activities supervisor, honor society, and staff development (\$8,579.25); to support extracurricular activities (\$3,837.60).

Acceptance from Eastlake High School PTSA to Eastlake High School in the amount of \$2,500.00 to support Unspoken Truths history exhibit.

Acceptance from Eastlake Robotics Booster Club to Eastlake High School in the amount of \$2,000.00 to support robotics.

Acceptance from International Community School PTSA to ICS in the amount of \$30,000.00 to support outdoor education.

Acceptance from Lake Washington High School Booster to Lake Washington High in the amount of \$4,561.66 to support cheer camp.

Acceptance from LWHS Cross Country/Track Booster Club to Lake Washington High School in the amount of \$5,258.20 to provide stipend for track and field coaches.

Acceptance from Redmond Basketball Booster Club to Redmond High School in the amount of \$2,572.30 to provide stipend for assistant coach.

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
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Acceptance from Redmond Girls Basketball Boosters to Redmond High School in the amount of \$5,144.60 to provide stipend for assistant coach.

Acceptance from Redmond Mustang Band Boosters to Redmond High School in the amount of \$10,891.14 to provide bus transportation for band field trip.

TOTAL \$335,638.59

NON-CONSENT AGENDA

OPERATIONAL
GOVERNANCE POLICY
OGP-5 SECOND
READING/APPROVAL

Eric Laliberte referred to OGP-5, Board Organization. He noted that the board reorganizes in January and suggested that the board reorganize at the last board meeting in June by amending the policy as follows:

"At the ~~second regular meeting in January~~ second board meeting in June, ..."

Eric Laliberte moved to revise OGP-5, Board Organization, as shown above. Seconded by Chris Carlson.

Motion carried.

REDIRECTING BOND
PROCEEDS AND
MATCHING FUNDS
PUBLIC HEARING
RESOLUTION NO. 2283

Barbara Posthumus, Associate Superintendent of Business and Support Services, reported that in January 2016, the board passed Resolution No. 2205 authorizing a special election on April 26, 2016 in order to propose the issuance of general obligation bonds in the amount of \$398 million. The bonds were to be used to complete the first phase of projects recommended by the 2014 Long-Term Facility Task Force. The projects included two new elementary schools; one new middle school; rebuilding and enlarging Juanita High School, Kirk Elementary School, and Mead Elementary School; replace Explorer Community School; and remodel Old Redmond Schoolhouse for preschool. The bond election passed, and the district proceeded to sell \$398 million of the bonds over the next three years to complete the projects.

Six of eight school projects have opened, with the remaining projects to be opened Fall 2020. The district currently estimates

that project revenues including bond proceeds, state construction assistance funds (SCAP), impact fees, and interest earnings will exceed the cost of completed projects by approximately \$10 million.

Since the 2016 bond was passed, the district also passed a 2019 six-year Capital Projects Levy to address critical capacity needs by providing additions to five schools and district-wide safety and security upgrades. These projects are being funded with the Capital Levy proceeds as well as remaining 2006 bonds and SCAP funds. The 2006 bonds were repurposed in October 2014 and May 2019 for these additions and other capacity projects.

The district currently has multiple revenue sources that are being used to complete capital construction and capacity projects: 2006 Bonds and SCAP funds; 2016 Bonds and SCAP Funds; and the 2019 Capital Projects Six-Year Levy. Revenues from these sources are being received over different time periods and expenditures for construction projects are ongoing and overlapping.

District bond legal counsel recommends that the 2016 Bond and SCAP funds be repurposed in the same manner as the 2006 funds so that all revenue sources can be used for all projects that have been approved and for similar capital purposes. This allows funds to be used on any approved bond and levy project, allows estimated remaining funds to be used for other approved capital projects, and allows the same use as the 2006 bonds.

In order to redirect bond funds and state matching funds for additional purposes, it is necessary for the board to hold a public hearing and adopt a resolution modifying the original bond resolution.

The resolution authorizes the bond proceeds and SCAP funds to be redirected so that they also may be used for additional capital construction projects to serve the district's growing enrollment. These include facility additions; district-wide upgrades to building safety and security measures; and other capacity projects including portables, upgrades to classrooms, future bond planning, internal building modifications and property acquisition.

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Siri Bliesner opened the public hearing. Seeing no one come forward, she closed the public hearing.

The Board of Directors held a public hearing regarding redirecting of bond proceeds and matching funds as outlined in Resolution No. 2283. Board action to adopt the resolution will be placed on the February 24, 2020 agenda.

Brian Buck, Director of Support Services, provided an update on the 2016 Bond projects. FACILITIES UPDATE

Barbara Posthumus recapped the program expenditures and revenues. She reported that a Facilities Advisory Committee had been convened who will make recommendations for future planning.

Mark Stuart and Cassandra Sage provided highlights from attending the National School Board Association Advocacy Institute in Washington D.C. on Feb. 2-4. Board members and district staff attended the Washington Association of School Administrators, Washington State School Directors' Association, and Washington Association of School Business Officials 2020 Legislative Conference and Day on the Hill in Olympia on Feb. 9-10, 2020. PUBLIC AND
COMMUNITY AFFAIRS

Dr. Stavem referenced public concerns related to the Coronavirus. The district is actively monitoring this situation. Information is available on the district website to provide the latest updates from the Washington State Department of Health and Center for Disease Control. SUPERINTENDENT
REPORT

Eric Laliberte moved to adjourn. Seconded by Chris Carlson. ADJOURNMENT

Motion carried.

The meeting was adjourned at 8:32 p.m.

Siri Bliesner, President

Jane Stavem, Superintendent

Diane Jenkins, Recording Secretary

Human Resources Board Report

February 24, 2020



NEW PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary/Rate</u>	<u>Start Date</u>	<u>Reason</u>
Ames, William	Bus Driver	Transportation	\$25.57	09/03/19	Budgeted
Bafus, Robert	Instructional Assist	Juanita Elem	\$19.42	08/28/19	Budgeted
Bezzant, Brian	Bus Driver	Transportation	\$25.57	09/06/19	Budgeted
Dumitru, Raluca	Health Room Office Prof	Timberline MS	\$25.88	09/03/19	Budgeted
Ford, Lennon	Ready Start/Head Start Teacher	Juanita Elem	\$24.14	09/03/19	Budgeted
Fuller, Georgi	Bus Driver	Transportation	\$25.57	09/03/19	Budgeted
Gallo, Anthony	Bus Driver	Transportation	\$25.57	09/05/19	Budgeted
Hill, Kevin NC	Teacher	Juanita HS	B-3	12/02/19	Repl. H. Berner
Hipolito Rosen, Zenaida	Instructional Assist	Juanita Elem	\$19.42	08/28/19	Budgeted
Jones, Martha	Bus Driver	Transportation	\$25.57	09/03/19	Budgeted
Juneja, Shuchi	Special Ed Para Ed	Parks Elem	\$19.40	09/03/19	Budgeted
Oje, Vy	Sp Ed Para Ed/Instructional Assist	Juanita Elem	\$19.40/\$19.42	09/04/19	Budgeted
Petterson, Karen	Office Manager	Juanita Elem	\$25.70	08/13/19	Repl. M. Benecke
Shay, Margaret	Instructional Assist	Juanita HS	\$19.42	09/04/19	Budgeted
Starck, Cheryl	Instructional Assist	Extended Day	\$20.89	09/16/19	Budgeted
Szot, Stephanie	Special Ed Para Ed	Parks Elem	\$19.40	09/03/19	Budgeted

RETIREMENTS/RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Bryant, Stephen	Director	Resource Center	09/01/98	06/30/20	Retirement
Callen, Shawn	Teacher	Lake Washington HS	01/16/18	06/30/20	Resignation
Hennesey, Susan	Teacher	LOA	05/18/10	06/30/20	Resignation
Ishii, Dayle	Teacher	LOA	08/28/86	04/01/20	Retirement
Kim, Michelle	Teacher	LOA	08/29/16	02/07/20	Resignation
Kirkman, Sally	Teacher	Inglewood MS	09/03/91	06/30/20	Retirement
Liu, Meegan	Instructional Assist	Carson Elem	09/09/19	02/07/20	Resignation
Mathews, Joanne	Speech Language Path	Special Services	08/26/13	02/06/20	.2 Resignation
McCarson, Deborah	Principal	Kirkland MS	08/28/80	06/30/20	Retirement

Human Resources Board Report

February 24, 2020



RETIREMENTS/RESIGNATIONS/TERMINATIONS - Con't

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Modi, Panchu	Special Ed Para Ed	Redmond MS	04/18/19	12/20/19	Resignation
Ponce, Isabella	Special Ed Para Ed	Franklin Elem	11/25/19	02/12/20	Resignation
Powell, Joni	Admin Prof II	Print Shop	04/14/15	04/03/20	Resignation
Powell, Mark	Messenger	Warehouse	10/08/02	04/17/20	Retirement
Roberts, Kim	Teacher	Juanita HS	09/03/91	06/30/20	Retirement
Sanders, Kelsey	Teacher	LOA	08/28/17	06/30/20	Resignation
Savio, Linda	Teacher	Rose Hill MS	08/24/10	06/30/20	Resignation
Socolofsky, Kristianna	Teacher	Redmond MS	08/28/17	06/30/20	Resignation
Tennis, Bridgette	Teacher	Stella Schola	09/02/82	08/01/20	Resignation
Trusty, Jennifer	Teacher	Juanita Eem	08/26/19	06/30/20	Resignation
Wendell, Barbara	Teacher	Inglewood MS	09/05/95	06/30/20	Retirement
West, Dorian	Instructional Specialist	Resource Center	01/04/94	06/30/20	Retirement
White, Katelan	Teacher	Redmond HS	08/29/16	06/30/20	.4 Resignation
Willie, Hannah	Teacher	Barton Elem	08/26/19	06/30/20	Resignation

CHANGE OF POSITION

<u>Name</u>	<u>Old Position</u>	<u>New Position</u>	<u>Effective Date</u>	<u>Reason</u>	<u>New Salary</u>
Belmontes Salazar, Luis	Instructional Assist	Special Ed Para Ed	09/02/19	Budgeted	\$19.40
Smith, Nicole	Special Ed Para Ed	Ready Start/Head Start Teacher	08/26/19	Budgeted	\$25.46
Veneski, Diana	Special Ed Para Ed	Ready Start/Head Start Teacher	08/26/19	Budgeted	\$25.46

CHANGE OF CONTRACTUAL STATUS

<u>Name</u>	<u>Location</u>	<u>Change</u>	<u>Effective Date</u>
Keeton-Howard, Erin	Inglewood MS	.1 NC/.8 P3 to .2 NC/.8 P3	01/26/20
Pinski, Janelle	Special Services	.8 P1 to .8 P1/.2 NC	02/07/20
Silveri, Elaina	Special Services	0.8 P2 to 0.8 P2/0.2 NC	01/06/20

INSTRUCTIONAL MATERIALS ADOPTION

February 24, 2020

SITUATION

RCW 28A.320.230 and the SPI Bulletin No. 191-67 establish that each school district shall maintain an Instructional Materials Committee to assist in recommending instructional materials to be used in the respective schools of the district and that the final approval of such material is the responsibility of the Board of Directors.

The following books have been recommended by the Instructional Materials Committee for district-wide adoption. The items recommended for adoption are:

Title:	The State We're In: Washington – Your Guide to State, Tribal and Local Government (8th Edition)
Author:	League of Women Voters of Washington Education Fund
Publisher:	League of Women Voters of Washington Education Fund
Copyright:	2018
No. of Copies:	0
Price:	Online Access-No Cost, \$24.00 per book
School Requesting:	Teaching & Learning
Classification:	Grade 3
Title:	Farewell to Manzanar
Author:	J.W. Houston & J.D. Houston
Publisher:	Houghton Mifflin Harcourt
Copyright:	1973
No. of Copies:	90
Price:	\$13.87
School Requesting:	International Community School
Classification:	Grade 7
Title:	FastBridge Learning
Author:	K-8 Math and Literacy Screener
Publisher:	FastBridge/Illuminate Education
Copyright:	2020
No. of Copies:	2020 K-8 18,000 licenses
Price:	\$7.50 per student
School Requesting:	Intervention Services
Classification:	Grades K-8
Title:	FLAT for Education (Music Notation Website)
Author:	N/A
Publisher:	Tutteo Ltd
Copyright:	2015-2019
No. of Copies:	50
Price:	\$75.00 for 1-50 users
School Requesting:	Eastlake High School
Classification:	Grades 9-12

RECOMMENDATION

The district's Instructional Materials Committee has reviewed a series of instructional materials as to their instructional purpose, readability level, and treatment of minorities and gender. The above instructional materials satisfy the selection criteria as cited in the local administrative policy IIAA-R and it is recommended that the instructional materials be adopted for use in the Lake Washington schools.

EMERGENCY SCHOOL CLOSURE

February 24, 2020

SITUATION

Early in the morning on Thursday, November 21, 2019, Finn Hill Middle School and the Environmental & Adventure School (EAS) experienced a power outage due to a mechanical failure of the main electrical breaker. Given the loss of power, the lack of heat, and the estimated time of repairs, the decision was made to close these schools which are located on the same campus. All other district schools operated as scheduled. WAC 392-129-145 requires the district to report the closure to the Office of the Superintendent of Public Instruction (OSPI). Due to the isolated nature of the closure, the district does not plan to make up the day. WAC 392-129-150 permits OSPI to excuse up to two days of school per incident for unforeseen situations while still providing the full funding allocation.

RECOMMENDATION

The Board of Directors approves the submittal of a letter to the Office of the Superintendent of Public Instructions detailing the decision to close Finn Hill Middle School and the Environmental & Adventure School due to the unforeseen loss of electrical power and to request OSPI to excuse the closure per WAC 329-129-150.

TRADES BARGAINING COUNCIL
COLLECTIVE BARGAINING AGREEMENT, 2019-2022

February 24, 2020

SITUATION

The current Trades Bargaining Council Collective Bargaining Agreement ran from August 2015 through August 2018. Bargaining for a successor agreement has been occurring since last spring. The district and the Trades Bargaining Council recently reached a tentative agreement on a successor Collective Bargaining Agreement.

The Trades Bargaining Council is comprised of seven unions that bargain together as the Trades Bargaining Council, representing Bus Drivers, Para Educators, Custodians, and Trades (Electricians, Plumbers, HVAC, Mechanics).

The settlement is within the parameter discussed with the board. The following issues were addressed in this bargain:

Duration: August 16, 2019 – August 15, 2022 (three-year agreement)

Wages:

2019-2020: Wages will increase by 16% inclusive of state determined inflationary adjustment, which is 2.0%. These increases were based on comparable salaries from neighboring school districts and allows Lake Washington School District to maintain our ability to attract and retain high quality staff.

2020-2021: Salary schedules will be increased by 2% or the state determined inflationary adjustment, whichever is greater.

2021-2022: Salary schedules will be increased by 2% or the state determined inflationary adjustment, whichever is greater.

Other Items:

Union Representation: Updated language to reflect new provisions of law regarding union membership.

Vacation Leave: Updated language to clarify accrual of vacation time based on years of service will be pre-loaded in September. Language was also updated to provide greater flexibility for staff to request the use of their vacation leave.

Insurance: Updated insurance language to reflect to move to the School Employee Benefit Board (SEBB) as administered by the Washington State Healthcare Authority HCA) beginning January 1, 2020.

Bus Driver: Provided one (1) hour of compensation for all drivers participating in bidding routes outside of the workday.

Memorandum of Understanding – Custodial: Established a joint committee to review and assess the impact of weekend building use on district custodian’s workload and to explore possible solutions if appropriate.

Memorandum of Understanding – Para Educators: Established a joint committee to explore the development of a professional development program to assist in the pursuit of alternate certification and/or enhanced skills for the provision of services to students.

Memorandum of Understanding - Equipment: Established a joint committee to create a comprehensive listing of appropriate protective equipment/clothing for each applicable Trade.

Attached is a copy of all language/provisions for which the parties have reached a tentative agreement.

The tentative agreements identified above were accepted and ratified with a 92% majority vote by the members of the Trades Bargaining Council on February 10, 2020.

RECOMMENDATION

The Board of Directors approves the Trades Bargaining Council 2019 – 2022 Collective Bargaining agreement.

Agreement by and between

**Lake Washington School
District #414**

**Lake Washington School
District Trades Bargaining
Council**

20159-201822

Effective August 16, 20159 through August 15, 201822

Lake Washington School District

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A G R E E M E N T
by and between
LAKE WASHINGTON SCHOOL DISTRICT No. 414
and
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2015~~9~~ through August 15, 2048~~22~~

THIS AGREEMENT is by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414, hereinafter referred to as the Employer or the District, and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL, hereinafter referred to as the Council.

The parties agree that it has been and shall continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to execute a written agreement; to confer and negotiate in good faith at reasonable times with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; to promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the Employer.

NONDISCRIMINATION

Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, color, national origin, sex, disability, age, gender, marital status, creed, religion, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

AFFIRMATIVE ACTION

The Council agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with, or inconsistent with Title VII and Title IX of the Civil Rights Act of 1964 and/or Washington State statutes.

DEFINITIONS

The following terms and/or words as used within this Agreement shall have the following meanings:

Employee: Any person performing bargaining unit work except substitutes, work normally subcontracted, students and temporarily funded work programs.

Regular Employee: Any person performing bargaining unit work, working on a daily basis and filling a position which entails no less than five (5) calendar months of uninterrupted service per year.

Rehire: Any person who at some time was an employee of the Employer and who again becomes an employee following a period of time in which the employee has been classified as "terminated." Any such person shall have no seniority within the bargaining unit except as it accrues from the most recent date of hire within bargaining unit.

Employer: Either of, or both, the Lake Washington School District No. 414 and/or the Board of Directors of the Lake Washington School District No. 414.

District: The Lake Washington School District No. 414.

Board: The Board of Directors of the Lake Washington School District No. 414.

Council: The Lake Washington School District Trades Bargaining Council.

Affiliate or Union: Any labor organization affiliated with the Lake Washington School District Trades Bargaining Council during the term of this Agreement.

Day or Days: Calendar day or calendar days unless specified otherwise.

Hours Worked: All hours that an employee is in a pay status.

Date of Hire: The most recent date of hire with the Employer.

Longevity: The total time served as an employee of the Employer without an approved break in service.

Terminate (tion, ed, ing): Discharge for just cause, death, direct transfer to a position outside of the bargaining unit, retirement, resignation, illness or injury.

Seniority Date: The date an employee is hired into a classification within the bargaining unit. (An employee's seniority date shall be recognized retroactive to such date only after having completed his/her probation period.)

Immediate Family/Household Member: A spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage or legal adoption, legal guardianship, or any individual permanently residing in the employee's residence and/or considered a part of the employee's immediate family.

Substitute Employee: An individual, with the exception of Substitute Bus Drivers, who works on an as-needed basis to replace regular employees on leave. Substitutes shall be considered as part of the bargaining unit after rendering services for thirty (30) work days in a calendar year and continue to be available for employment as a Substitute. Upon rendering service for thirty (30) work days in a calendar year, Substitutes shall be covered by all articles of the contract except the following: Article 5, Probation, Seniority & Recall Procedures; Article 7, Holidays; Article 8, Vacations; Article 9, Leaves, except as required by law; Article 10, Insurance, except as required by law and Article 15, Discipline/Discharge. Substitutes are covered by Article 16, Grievance Procedure, but not for the purpose of challenging the District's decision to terminate or limit the employment of a Substitute. Substitutes who render sixty (60) working days of service shall accrue seniority for hiring purposes.

Seasonal Employee: An employee hired temporarily to supplement existing staff during the months of May through September. The parties may mutually agree to change or modify the identified months. If unable to mutually agree, the May to September time frame shall prevail. Seasonal employees become members of the bargaining unit after working one-sixth (1/6) time of a full-time employee or three hundred forty-seven (347) hours. Seasonal employees shall be covered by all articles of the contract except the following: Article 5, Probation, Seniority & Recall Procedures; Article 7, Holidays; Article 8, Vacations; Article 9, Leaves, except as required by law; Article 10, Insurance, except as required by law, and Article 15, Discipline/Discharge. Seasonal employees are covered by Article 16, Grievance Procedure, but not for the purpose of challenging the District's decision to terminate the employment of a Seasonal employee.

School Year-Only Employees: An individual who is hired into a ten (10) month or less school-level position and such employment begins after the commencement of second semester. Such employment may be limited to the duration of the school year for which the employee was hired. These employees are covered by all terms of the Agreement except that employment of such employees is limited to the duration of the school year for which they were hired. Nothing precludes the District from hiring such employees for the following school year.

Non-Annual Employee: An employee covered by this Agreement whose work year is less than twelve (12) months per year.

ARTICLE 1 RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 The Employer hereby recognizes the Council as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Council recognizes the responsibility of representing the interests of all such employees.

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

Section 1.3 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the general job classifications of Custodial, Facilities Maintenance, Bus Drivers, Substitute Bus Drivers as defined by the Public Employment Relations Commission, Bus/Truck Mechanics and Servicepersons, Truck Driver/Warehousepersons, Mail Messengers and Special Education Para Educators; as specifically set forth within Appendices "A" through "D" as well as substitute employees as defined in the definitions section.

ARTICLE 2 UNION MEMBERSHIP AND DUES REPRESENTATION

~~**Section 2.1** Upon the effective date of this Agreement, it shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said union shall remain a member in good standing of same during the term of this Agreement. It shall also be a condition of employment effective on the same date that each regular employee covered by this Agreement who is not a member of the union shall on or before the thirtieth (30th) day following said date either become and remain a member in good standing of the appropriate union or contribute an amount equivalent to the regular initiation fee and the regular monthly dues of the union to the appropriate union; or based upon bona fide religious tenets or teachings of a church or religious body, contribute an amount of money equivalent to the regular monthly dues and the regular initiation fee of the union to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the union.~~

Upon the effective date of this Agreement, the Employer will inform new eligible bargaining unit employees of the Council's status as the exclusive bargaining representative. Each employee in a position represented by this Agreement has the right to become a member of the appropriate affiliated union that represents their position.

Section 2.4.4 The Employer will provide written notification to the appropriate union within the Council of all new hires subject to this Agreement within five (5) workdays after their first day of hire. Such notification shall include the new employees date of hire, classification, rate of pay, and, where possible, assigned work location. The appropriate union within the Council and/or their representative will be allowed thirty (30) minutes to meet with newly hired employees to discuss union membership. This may occur during monthly New Employee Orientation Meetings or at an alternative time and place as mutually agreed to by the appropriate union and the new employee's supervisor. Participation in such meetings is optional for new employees.

In the event a question exists concerning the jurisdiction of a particular classification, the Employer shall refer the name and classification of the employee within five (5) workdays to the Council president for a decision. This Section shall not be subject to the grievance procedure.

~~It shall also be a condition of employment for any employee hired or permanently assigned in the bargaining unit covered by this Agreement on or after the execution date of this Agreement that on or before the thirtieth (30th) day following an employee's first date of hire the employee shall either become and remain a member in good standing of the appropriate union, or because of bona fide religious tenets or teachings of a church or religious body, contribute an amount of money equivalent to the regular monthly dues and the regular initiation fee of the union to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the union.~~

~~**Section 2.1.2** When an employee fails to fulfill the afore-referenced obligation the Council shall provide the employee and the Employer with ten (10) days notification of the union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. The Employer shall not be held liable or responsible for any terminations resulting from the administration of this article, nor shall any such termination be subject to the grievance procedure.~~

~~**Section 2.2** The Employer shall notify the appropriate union within the Council of all new hires subject to this Agreement within thirty (30) calendar days after their first day of hire. In the event a question exists concerning the jurisdiction of a particular classification, the Employer shall refer the name and classification of the individual within thirty (30) calendar days to the Council president for decision. The Employer shall notify all present employees and all future employees subject to this Agreement of the terms and conditions of this article. This Section shall not be subject to the grievance procedure.~~

Section 2.3 Upon receiving a request for authorization of deductions of dues from an employee's exclusive representative, the Employer shall deduct from the employee's salary membership dues and any additional amounts the employee has authorized such as initiation fees, delinquent dues and/or delinquent initiation fees as well as any authorized deductions for political purposes (i.e., COPE). The Employer shall transmit all such funds deducted to the appropriate union within the Council on a monthly basis, keeping segregated and issuing separate checks for union dues by the appropriate categories of employee classifications as set forth and identified in each of the appendices of the Agreement.

Upon receiving authorization to revoke the deduction of dues and any additional amounts for an employee provided by their exclusive representative, the Employer will stop the deduction effective the first payroll after receipt of such notification but in all cases no later than the second payroll after notification.

~~Upon the effective date of this Agreement, it shall be a condition of employment that each employee covered by this Agreement shall have his union dues deducted from his pay on a regular monthly basis; and that the Employer shall deduct the union dues from the pay of all such employees covered by this Agreement. The Employer shall transmit all such funds deducted to the treasurer of the appropriate union party to the Lake Washington School District Trades Bargaining Council on a monthly basis, keeping segregated and issuing separate checks for union dues by those categories of employee classifications as is set forth and identified in each of the appendices of this Agreement.~~

Section 2.3.1 The Council and its affiliated unions shall indemnify, defend and hold the Employer harmless against any claims, demands, and suits instituted against the Employer resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this Article. The Council and its affiliated unions agree to refund to the Employer any money paid to them in error due to application of this Article upon presentation of proper evidence thereof.

~~The Employer shall provide for deduction of political contributions on the same basis and in accordance with the same procedures as is provided for deduction of union dues.~~

Section 2.3.2 The Council shall refund to the Employer any amounts paid in error under this Section 2.3. ~~to the Council in error on account of the check-off provisions.~~ If the Council, one of its representatives, or one of its affiliated unions representatives is found to be in violation of state or federal laws as it relates to the provisions of Section 2.3-4, the Council shall compensate the Employer for all legal fees incurred by the Employer in regard to such violation.

Section 2.4 Duly authorized representatives of the Council may visit the work location of employees covered by this Agreement at reasonable time for the purpose of investigating grievances. Such visitations shall be at times so that the educational and supportive programs are not disrupted. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Work hours shall not be used by employees and/or representatives for the conduct of union business or the promotion of union affairs other than hereinbefore stated. Representatives shall, during employee work hours, notify the supervisor in charge of the work location of his/her presence prior to visiting employees. Council representatives may request to be present during District presented training/in-service sessions. Such request will be granted provided that Council representatives' attendance in any training/in-service session is that of a silent observer and not that of a participant. Council representatives who fail to comply with these terms will be asked to leave and will not be granted access in the future.

Section 2.5 A shop steward may be appointed in the various departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Council shall furnish the affected department(s) of the Employer with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. Stewards shall be employees and shall perform their regular duties as such but shall function as representatives on the job ~~solely to assist and~~ assist and inform the Council of any alleged violations of this Agreement and assist in the employee investigatory process and assist in the processing of grievances relating thereto.

Section 2.5.1 The steward shall be allowed reasonable time, at the discretion of the Employer and in collaboration with the appropriate union of the Council, to assist in processing contract grievances, participation in employee investigations, and distribution and collection of union membership materials during regular working hours. Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement but under no circumstances shall the shop steward interfere with orders of the Employer or change working conditions.

Section 2.6 PUBLIC RECORDS REQUEST

If the District receives a public records request for personal information for any or all of the individuals within the bargaining group covered under this contract, the District shall notify the Council or the exclusive representative of the specific union for which the information is requested as-soon-as-possible and prior to the release of the requested information.

ARTICLE 3 RIGHTS OF EMPLOYEES

Section 3.1 Employees in the unit defined herein shall have the right and shall be protected in the exercise of that right to freely and without fear of penalty or reprisal, join and assist the Council.

ARTICLE 4 RIGHTS OF THE COUNCIL

Section 4.1 The Council shall have the right to represent all employees in the bargaining unit, to present its views to the Employer on matters of concern either verbally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

Section 4.2 Upon request, the Employer shall provide the duly authorized representative of the Council any reasonable information regarding each employee in the bargaining unit and all appropriate costs in obtaining such information shall be paid for by the Council.

Section 4.3 Bulletin Boards - The Council may post appropriate notices of interest to employees on designated workplace bulletin boards. Duly authorized representatives of the Council must provide the administrator of the workplace the notice to be posted, with the time frame for posting.

Section 4.3.1 The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the authorized representative of the Council who provided the posting.

Section 4.4 District Mail System - The Council and its affiliated unions shall have the right to use the Employer's inter-District mail system for a reasonable volume of appropriate announcements relating to the conduct of union business on behalf of the union members. Such materials shall not contain anything political or reflect adversely upon the District, any of its employees or any labor organization amongst its employees. This use includes the use of District email as long as such email use is compliant with District policies and procedures.

ARTICLE 5 PROBATION, SENIORITY & RECALL PROCEDURES

Section 5.1 Probation - All new employees covered by this Agreement shall be on probation for ninety (90) work days. Within the first ninety (90) work days of employment or less, the employee shall be evaluated by his/her immediate supervisor. If upon evaluation by his/her immediate supervisor, approval is not rendered, the employment of the probationary employee shall be terminated. Such termination shall not be subject to the grievance procedure.

The supervisor should communicate in writing to the probationary employee identified performance concerns that could lead to termination during the probationary period. Failure to provide written performance concerns is not grievable nor will it limit the Employer from terminating the employee.

If such approval is rendered, recommendation for permanent employment shall be transmitted through proper channels. In either case, such action shall take place and the employee shall be notified of such action prior to the ninetieth (90th) work day following the employee's date of hire. Probationary employees, except for probationary substitute bus drivers, shall not be transferred or promoted into new positions until completion of their probationary period.

Section 5.1.1 The probation period for a substitute bus driver shall commence ~~with the employee's date of hire on the first workday such driver begins transporting students as a substitute bus driver and such substitute~~ Substitute drivers probation shall be ~~on probation~~ for forty-five (45) work days and regular drivers

shall be on probation for a period of ninety (90) workdays. While on probation, should a substitute be hired into a regular position, such employee's probation shall be extended for a period equal to ninety (90) workdays, the equivalent of a regular driver, commence with the employee's date of hire into the regular position and shall be for ninety (90) work days and subject to the provisions of Section 5.1 above. All regular drivers will serve a ninety (90) workday probationary period.

Section 5.2 **Seniority** - The seniority of an employee within the bargaining unit shall be recognized only following the employee's removal from probation status. Upon removal from probation status the employee's seniority shall then be established as having commenced retroactive to the employee's first day of work within the bargaining unit (hereinafter referred to as the employee's "date of hire"), excepting in those instances when such seniority shall have been lost as herein provided. Should two (2) or more employees possess the same date of hire, the employee with the earliest application date for that position shall be considered senior. Should two (2) or more employees possessing the same seniority date also have the same application date, alphabetical rank of surname A through Z shall apply; provided however, that no employee's seniority shall be changed as a result of a change of name. During the ninety (90) work day probation period, the retention of an employee shall be entirely within the discretion of the Employer.

Section 5.2.1 The classification seniority rights of an employee in the bargaining unit shall be lost for the following reasons:

- Termination.
- Failure to return to work in answer to a callback from layoff.
- Change in job classification within the bargaining unit as hereinafter provided.

Section 5.2.2 Seniority of a regular employee of the bargaining unit shall not be lost and shall continue to accrue under the following conditions:

- Time lost due to industrial accident or industrial illness.
- Time lost due to jury duty.
- Time lost due to leave of absence granted for induction, enlistment, or active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any act of Congress which provides that the employee is entitled to re-employment.
- Time spent on other authorized leave(s).

Section 5.3 **Filling of Vacancies** – The Employer will continue with the current practice regarding job postings. Notices of position vacancies which occur within the bargaining unit which cannot be filled by a qualified surplus employee shall be posted on the District's website using the on-line application system. Upon written request, all job postings will be distributed to the concerned affiliate local union. The Employer shall not fill any vacancy with a substitute employee for longer than fifty (50) work days except that this fifty (50) work days, shall become ~~seventy (70)~~ sixty (60) work days for the months of May, June, July and August; provided however, this ~~seventy (70)~~ sixty (60) work day period shall not in any event extend beyond October 31 of any year. This section shall apply to all employees covered by this Agreement unless modified in the attached appendices.

Section 5.3.1 In order to become eligible for consideration of a position vacancy, an employee shall submit a completed position application form to the district Human Resource Office within the designated open period.

Section 5.3.2 Employees interviewed and not selected for a position in the bargaining classifications contained herein shall be notified of their non-selection prior to the

selectee's first day of work in the position for which they had applied.

Section 5.3.3 The employee with the earliest seniority date who is fully qualified to perform the work involved and who has fulfilled the requirements as set forth in Section 5.3.1, shall fill the vacant position when ability and performance are substantially equal to those who sought the vacancy by complying with those same requirements. Where it can be clearly substantiated that either a junior employee who has applied or an employment applicant possesses a greater ability and prior work performance record, the Employer may then fill the position with such person in which case the Employer shall set forth to the person and the union in writing upon written request from a senior eligible applicant, the reasons why that senior person was not placed into the position vacancy. Such factors as poor attendance and poor work performance shall be considered by the Employer in administering this section. This section shall apply to all employees covered by this Agreement unless modified in the attached appendices.

Section 5.3.3.1 When an incumbent is promoted or assumes a new position; he/she may be placed on trial for forty-five (45) work days until he/she proves themselves capable of handling the new position. Before the completion of the forty-five (45) day period, either the employee or the administrator may determine that the assignment is not acceptable. If such determination is made, the employee shall return to the position held immediately prior to the assumption of the new position except as may be modified in attached appendices.

Section 5.3.3.2 Should, in accordance with Section 5.3.3.1, an employee return or be returned to the position they previously held, the employee who is displaced will be placed back into their former position. If the former position was as a substitute, the displaced employee will be placed back as a substitute. Employees subject to such change in placement/assignment will be given at least ten (10) days' notice prior to the effective date of the change.

Section 5.3.4 When two (2) employees subject to this Agreement are moved as the result of one (1) initial posted vacancy, subsequent vacancies which may occur, shall be filled at the discretion of the Employer; provided, however, all custodial lead positions shall be subject to the position application procedures set forth herein.

Section 5.4 The employee with the earliest seniority date within a given group of classifications as is enumerated in Section 5.6.8, shall have preferential rights regarding shift selection, vacation periods, special services, scheduled overtime or call-back overtime, selection of routes (routes determined by transportation supervisor), and extra transportation trips as hereinafter provided.

Section 5.4.1 Employees designated as "lead" may be assigned shifts by the Employer, not subject to the selection process identified in 5.4 above, to accommodate work assignments specific to their role as lead. Such shifts may begin or end no more than one and one-half (1-1/2) hours before or after the shifts of other employees in their shop.

Section 5.5 An employee who changes job classifications within the bargaining unit shall be on a trial period in accordance with Section 5.3.3.1; provided, however, said employee shall retain their previous classification seniority. Such previous classification seniority, however, shall not continue to accrue. Employees' district seniority shall accrue for employment in any classification held in the bargaining unit and shall be used for the purposes of sick leave and vacation leave accruals.

Section 5.6 **Layoff, Bumping, and Recall Rights** - Seniority for purposes of layoff, bumping and recall rights shall be defined as follows:

- "Classification seniority" shall be defined as an employee's total length of

service within a classification group identified within Section 5.6.8.

- "Bargaining unit seniority" shall be defined as an employee's total, unbroken, combined length of service worked within any classification covered by this Agreement.
- "District seniority" shall be defined as an employee's total, unbroken, combined length of service worked within any classifications while employed by the District.

Section 5.6.1 **Layoff Procedure** - The employee with the earliest seniority date within a given group of classifications as is enumerated in Section 5.6.8 shall have preferential rights regarding layoffs when ability and performance are substantially equal to those individuals less senior. Seven (7) days prior to the official notification of layoff to the employee, the Employer will notify the Lake Washington School District Trades Bargaining Council (LWSDTBC) and the affected employee's union. With respect to bus driver positions, the Employer will notify the LWSDTBC and affected employee's union, to the best of their ability, seven (7) days prior to the effective date of any FTE reduction.

Section 5.6.1.2 **Notification to Non-Annual Employees** - Should the Employer decide to discharge any non-annual employee, the employee shall be so notified in writing when employment needs are known. This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months of work (excluding vacations) per year.

Section 5.6.2 All temporary, assistant and probationary employees within the given group of classifications affected shall be laid-off prior to the layoff of any regular employees.

Section 5.6.3 Where two (2) or more employees have the same classification seniority, the employee with the greater length of bargaining unit seniority shall be considered to be the more senior.

Section 5.6.4 Where two (2) or more employees have the same classification seniority and the same bargaining unit seniority, the employee with the greatest length of district seniority shall be considered to be the more senior.

Section 5.6.5 **Bumping Rights** - An employee who becomes displaced due to a reduction in workforce shall be permitted to use his classification seniority to displace or "bump out" a less senior employee occupying his/her same classification or a less senior employee occupying a different classification within his same classification group; provided, the employee is currently qualified to perform the work and his ability and performance are substantially equal to the individual less senior. Or, the employee shall be permitted to displace or "bump out" the least senior employee occupying a position within a given group of classifications (except substitute bus drivers) within which the bumping employee had previously attained seniority status; provided, however, the time he had previously spent within that classification group shall have been longer than that of the least senior employee about to be displaced. Bumping into previous classifications shall be in order of the position last held. If the employee's classification seniority is not greater than the least senior employee in the affected classification, the displaced employee may continue to bump back to previously held classifications in chronological order of positions held until such time that he/she is placed or the eligible classifications are exhausted. Employees who decline the opportunity to bump back to a previously held classification shall lose their right to bump or be recalled back into such classification.

Section 5.6.6 An employee who becomes displaced due to another employee's exercise of Section 5.6.5 (or this Section 5.6.6), shall also, in a similar fashion and subject to the same conditions provided for in Section 5.6.5, be afforded the right to displace or "bump out" a less senior employee within his/her same classification or same classification group; or to displace the least senior employee occupying a position within a group of classifications within which the bumping employee had previously attained seniority status.

Section 5.6.7 Employees shall retain all classification seniority, bargaining unit seniority, and district seniority earned in accordance with Section 5.6 above. Employees shall not lose previously earned classification seniority and shall continue to accrue such seniority upon their return.

Section 5.6.8 For purposes of this article, "a given group of classifications" shall be recognized as any of the following classification groups:

<u>GROUP</u>	<u>CLASSIFICATION</u>
1	Bus Driver Bus Driver Rover
2	Substitute Bus Driver
3	Special Education Para Educator Special Education Para Educator Support Specialist Sign Language Interpreter Brailist
4	Truck Driver/Warehouseperson Messenger Warehouse/Curriculum Assistant
5	Custodian Custodian (Graveyard) Custodian Rover Custodian Leadperson Lead Junior High Custodian (Swing) Head Custodian I Head Custodian II Head Custodian III
6	Bus/Truck Serviceperson Bus/Truck Mechanic Mechanic Leadperson Auto & Small Equipment Mechanic
7	Bus/Truck Shop Assistant
8	Groundsperson Lead Landscape Leadperson
9	Groundsperson
10	Laborer
11	Carpenter Lead Carpenter

<u>GROUP</u>	<u>CLASSIFICATION</u>
12	Locksmith Lead Locksmith
13	Electrician Lead Electrician Electrician/Intercoms, Clocks & Alarms
14	Electrician Assistant
15	Building Equipment Mechanic/HVAC Lead Building Equipment Mechanic/HVAC/Pipefitter
16	Building Equipment Mechanic/HVAC Assistant
17	Electronics Technician Lead
18	Electronics Technician/Computer Repair
19	Electronics Technician/Copier Repair
20	Electronics Technician/Audio Visual
21	Painter Lead Painter
22	Glazier Lead Glazier
23	Glazier Assistant
24	Plumber Lead Plumber
25	Plumber Assistant (Light Duty Plumber Mechanic)

Section 5.6.9 The Employer shall not promote, demote, or transfer an employee for the purpose of circumventing an employee's seniority rights set forth within this article.

Section 5.6.10 Recall From Layoff- In the event of layoff, individuals so affected shall be placed on a re-employment list in order of their last seniority for a period not to exceed twenty-four (24) consecutive calendar months; provided, however, such affected individual must make application for placement on the re-employment list on a form provided by the District within thirty (30) calendar days from the effective date of the layoff. Such individual must renew his application for each August, November, February and May thereafter. Failure to make the initial application or renewal application shall preclude the individual from being considered for employment. The District shall make the laid-off employee aware of this provision.

Section 5.6.11 Employees displaced due to a reduction in force shall be recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their ability to perform the work for which they were recalled. Bus drivers on layoff shall be called for substitute work prior to substitute bus drivers.

Section 5.6.12 Individuals shall forfeit all rights to re-employment and all other rights if they refuse an offer of employment to the same or equivalent position. In the event an individual does not accept the position offered within five (5) days of the receipt of the offer, or fails to report for work within ten (10) days of receipt of the offer, the offer of employment shall cease and the individual shall be dropped from the re-employment list.

Section 5.6.13 Individuals on the re-employment list(s) shall keep the Employer notified of their current address and phone number.

ARTICLE 6 WORK SHIFTS

Section 6.1 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days of rest (Saturday and Sunday); except for those employees covered by this Agreement designated by the Employer who regularly work on Saturday and Sunday whose normal work schedule shall consist of five (5) consecutive work days plus two (2) consecutive days of rest which shall be treated as their Saturday and Sunday in that order.

Section 6.2 Each employee, where possible, shall be assigned with reasonable advance notice a definite shift with designated times of beginning and ending.

Section 6.3 The workweek shall begin at 12:01 a.m. Monday. Shifts shall be defined as follows:

- First shift—6:01 a.m. to 2:00 p.m.
- Second shift—2:01 p.m. to 10:00 p.m.
- Third shift—10:01 p.m. to 6:00 a.m.

The majority of time worked within the above time frames shall determine the appropriate shift for the employee. The District shall determine the start and stop times of an employee's shift.

Section 6.4 The first shift shall be an eight (8) hour and thirty (30) minute period which shall include a thirty (30) minute unpaid, uninterrupted meal period.

Section 6.5 The second and third shift shall be an eight (8) hour period which shall include a thirty (30) minute uninterrupted meal period. Employees, except those normally working past midnight, shall be compensated at their regular rate or overtime rate, if applicable, plus a premium of twenty-five cents (\$.25) per hour for hours worked between midnight and 6 a.m.; provided that such hours are not scheduled hours. All Head Custodian I positions working a graveyard shift shall receive a shift premium of twenty-five cents (\$.25) per hour for all hours worked between midnight and 6 a.m.

Section 6.5.1 When an employee is moved from one established shift to another (e.g. from first shift to second shift), the employee shall be given a minimum of seven (7) work days' advance written notice. If an employee receives less than seven (7) work days' notice, the employee will be compensated at the overtime rate for the number of days to be equivalent to the seven (7) work-day notice period.

Section 6.6 Each employee shall be given fifteen (15) minutes of rest for each four (4) consecutive hours of work, the time of starting each such rest period to be reasonably designated by the Employer.

Section 6.7 All hours worked in excess of forty (40) hours in any one (1) week shall be compensated at the overtime rate of one and one-half (1-1/2) times the rate on the applicable salary schedule. In addition, all hours worked in excess of eight (8)

hours in any one (1) day, excepting bus drivers and/or employees working under a four/ten (4/10) hour day work schedule which has been mutually agreed to between the District and the Council, shall be compensated at the overtime rate of one and one-half (1-1/2) times the rate on the applicable salary schedule. "Incidental overtime" occurs when a normal work assignment goes beyond the end of a shift because of unforeseen problems. This type of overtime is not subject to assignment by seniority, but is worked by the employees completing the assignment.

Section 6.7.1 An employee shall receive callback pay in those situations where he/she is called to work for a period that is not contiguous ~~is not an extension of~~ to his/her regular assigned working time. This excludes all scheduled overtime.

Section 6.7.2 An employee called back to work shall receive a minimum of two and one-half (2-1/2) hours compensation and the employee shall receive two (2) times their hourly rate of pay. The minimum hours of callback shall include such reasons as checking the buildings during cold weather, vandalism, accidents or other reasons deemed necessary by the employee's supervisor.

Employees who are called but do not physically report to a worksite shall not be compensated if the employee is not required to perform any substantial work or analysis; if the employee provides coordination to resolve an issue, they shall receive one-half (1/2) hour of overtime at the applicable rate unless the employee's time spent on such coordination exceeds one-half (1/2) hour of their time in which case the time spent shall be treated as regular callback.

Section 6.8 An employee temporarily transferred to a position regularly filled by a higher classification employee ~~for five (5) or more consecutive work days~~ shall receive compensation of the higher classification from the first day of assuming such higher level assignment ~~for such period equal to the higher classification retroactive to the first day~~, at the employee's experience step, if applicable.

Section 6.8.1 Should a holiday or vacation occur during such temporary assignment, the employee so assigned shall receive pay for such holiday and/or vacation at the higher classification rate of pay. ~~Should a vacation occur during such temporary assignment, the employee so assigned shall receive pay for such days at his/her regular rate; provided, however, once the employee so assigned has held the higher paying position for six (6) months, vacation pay shall be computed at the higher classification rate of pay.~~

Section 6.9 An employee who is required to work through his/her meal period shall be compensated for the time worked through the meal period at the overtime rate of one and one-half (1-1/2) times the rate on the applicable salary schedule.

ARTICLE 7 **HOLIDAYS**

Section 7.1 **Holidays** - Regular twelve (12) month employees shall receive the following holidays:

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day

Day before New Year's Day
New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Section 7.1.1 Regular Bus Drivers and Para Educators who are less than twelve (12) month employees shall receive the following holidays:

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day

Section 7.1.2 Holidays set forth within Section 7.1 and 7.1.1 shall be honored on those dates established by the superintendent, but in no event shall said holiday be scheduled for Saturday or Sunday.

Section 7.2 Employees who do not work on holidays recognized within this Agreement shall be paid their regular rate of pay; provided:

- The employee shall have reported and worked as scheduled on the employee's last regularly scheduled workday immediately preceding and immediately following the holiday, except for excused absences or written approval from the employee's immediate supervisor.
- If an employee fails to report to work as scheduled for either the day immediately preceding or the day immediately following the holiday for absence due to personal illness, he/she shall submit proof of such illness.
- The employee shall have completed his/her probation period.
- The employee shall not be on unpaid leave of absence.

Section 7.3 Employees who work on a holiday recognized within this Agreement shall be paid for all those hours worked at two (2) times their regular rate of pay in addition to the holiday pay. Employees who are called to report to work on a holiday shall report to work as directed by the Employer.

Section 7.4 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday.

Section 7.5 Employees shall receive pay for holidays listed in Section 7.1 and 7.1.1 equal to their normal daily work shift at their regular ~~base~~ rate of pay in effect at the time the holiday occurs; provided:

- They shall have worked not less than one-half (1/2) of the workdays during the calendar month in which the holiday falls.
- The holiday falls within the payroll month of employment.

ARTICLE 8 VACATIONS

Section 8.1 **Vacations** - Regular twelve (12) month employees shall receive vacation benefits in accordance with the following:

Section 8.1.1 Vacation benefits shall accumulate from September 1 to August 31 of each year.

Section 8.1.2 Regular employees with less than two (2) completed years of service with the District shall accrue one (1) prorated vacation day per each month of compensated employment to a maximum of twelve (12) prorata vacation days per year.

- Section 8.1.3** Regular employees with two (2) but less than ten (10) completed years of service with the District shall thereafter accrue one-point-four-one-seven (1.417) prorated vacation days per each month of compensated employment to a maximum of seventeen (17) prorata vacation days per year.
- Section 8.1.4** Regular employees with ten (10) but less than sixteen (16) completed years of service with the District shall thereafter accrue one-point-five-eight-three (1.583) prorated vacation days per each month of compensated employment to a maximum of nineteen (19) prorata vacation days per year.
- Section 8.1.5** Regular employees with sixteen (16) or more completed years of service with the District shall thereafter accrue one-point-eight-three-three (1.833) prorated vacation days per each month of compensated employment to a maximum of twenty-two (22) prorata vacation days per year.
- Section 8.1.6** Employees shall receive pay for vacation equal to their normal daily work shift at their base wage rate of pay in effect for each at the time the vacation is taken.
- Section 8.1.7** Vacation accrual shall be determined for the year and pre-loaded in September. Should the employee terminate prior to the end of the work year, the accrual will be prorated, and the balance be adjusted based on the actual earned time. Should an employee have used vacation leave in excess of earned accrual such excess usage will be deducted from the employee.
- Section 8.2** Vacation shall be scheduled at the request of the employee, subject to the approval of their immediate supervisor. For custodial employees vacation requests shall be submitted to their immediate supervisor and are subject to approval by the Manager of Maintenance Repair and Operations. The employee is to submit all vacation requests in writing and forwarded to their immediate supervisor at least ten (10) work days in advance of the requested vacation days. Employees will be notified of approval or denial within five (5) working days of submission of such request. The Employer shall have sole discretion on such requests and action by the Employer shall be final and binding on all parties and shall not be subject to the grievance procedure.
- ~~**Section 8.2.1** For custodial employees the Employer and the Union agree to the following:~~
- ~~1. All vacation requests will be submitted in writing and forwarded through the Operations Supervisor and subject to approval by the Manager of Maintenance Repair and Operations.~~
 - ~~2. Only five (5) custodians will be allowed on vacation at any one time.~~
 - ~~3. Where more than five (5) custodians submit requests for the same vacation period, seniority will be the deciding factor.~~
 - ~~4. Once a vacation request has been requested and granted, a request for the same period by a senior employee shall not be granted unless the junior employee agrees to change dates and the additional request can be reasonably accommodated.~~
 - ~~5. If a substitute custodian is not required, the limit of five (5) custodians on vacation at one time will not apply.~~
- ~~**Section 8.2.2** Notwithstanding any provision to the contrary contained within Section 8.2, vacation scheduling for Facilities Maintenance employees shall be administered~~

as follows:

- ~~1. The Employer shall confirm or deny the requests as soon as possible.~~
- ~~2. Employees are encouraged to take vacation in blocks of no less than one (1) week.~~
- ~~3. No more than one (1) vacation period per employee shall be taken during the period from June 15 through August 14.~~
- ~~4. Vacations shall not be scheduled during the period from August 15 through September 15 except under unusual circumstances.~~
- ~~5. Where more than one (1) employee submits a request for the same vacation period, seniority within the given craft shall prevail.~~
- ~~6. If, after vacations are scheduled, a senior employee requests a change in his/her approved vacation time and the desired dates are spoken for, the senior employee's request shall not be granted unless the junior employee agrees to change dates and the additional request can be reasonably accommodated.~~
- ~~7. Employees shall discuss their vacation preferences with their immediate supervisor prior to submitting the "Vacation Request Form" in order for the Employer to arrange work assignments.~~
- ~~8. While it is recognized that during particular months of the year there exists a greater demand for the availability of certain Facilities Maintenance employees, thereby creating limited opportunities for scheduled vacation periods during these same particular months, every reasonable effort shall be made to accommodate and approve all vacation requests, while still being able to meet the work requirements of the work unit.~~

Section 8.3

If a regular employee has requested and been denied vacation in accordance with the provisions of this article; and cannot be scheduled to commence an entire vacation or any unused portion thereof during the fiscal year as a result of the Employer's need for the employee's services, the employee may take the unused vacation time during the following fiscal year. If the unused vacation time is not taken during that period, the employee shall be paid for the unused vacation time at the regular rate of pay. Vacation time shall be cumulative up to eleven (11) days (pro-rated) to a maximum of eighty-eight (88) hours for full-time employees annually, provided, however, that the employee has not been denied in writing their vacation during the current year. Employees hired before October 1, 2015 shall retain the right to accrue up to a maximum of eighty-eight (88) hours of vacation annually, regardless of full-time or part-time status. Employees shall be allowed to receive compensation for unused vacation at the time of their retirement as provided by law.

Section 8.4

Upon a regular employee terminating or being laid off, the employee shall be paid for his earned/accumulated vacation hours. There shall be no pro-rata payment of vacation benefits earned for that year if the employee failed to give his/her supervisor ten (10) workdays notice of voluntary termination.

Section 8.4.1

In the event that employee can reasonably demonstrate to the District an emergent situation, the ten (10) workday notice shall be waived.

Section 8.5

Shared Leave

Employees shall be permitted to transfer a portion of their accrued vacation leave and/or sick leave to the account of another employee who is suffering from serious injury and/or illness in accordance with WAC 392-126-004 through 104. Should the Legislature or the Superintendent of Public Instruction

modify or eliminate this benefit, such modification or elimination shall apply to this Agreement.

ARTICLE 9 LEAVES

Section 9.1 **Sick Leave** - Regular employees shall receive sick leave benefits in accordance with the following:

Section 9.1.1 Sick leave for regular employees shall be accrued at the rate of one (1) pro-rated day of sick leave per month of employment.

Section 9.1.1.1 For accrual purposes, sick leave shall be determined by dividing the employee's total number of straight-time hours compensated during the employee's employment year by the total number of regular scheduled work days within that same employment year. This computation shall be made in August of each year and added to the employee's September sick leave balance.

Section 9.1.2 A regular employee who qualifies for sick leave pay shall be eligible to receive one (1) pro-rated day of sick leave pay for each day of absence due to a qualifying illness or injury.

Section 9.1.3 The Employer shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year; provided, however, should the employee terminate prior to the end of the school year a deduction shall be made for sick leave used in excess of accrual.

Section 9.1.4 The Employer reserves the right to request a doctor's certificate of illness and/or injury.

Section 9.1.5 For absence in excess of five (5) consecutive days, a doctor's certificate of illness must be on file with the Human Resources Department if payment for sick leave is to be allowed.

Section 9.1.6 Employees whose employment is terminated shall lose the benefit of accumulated days of sick leave; except for retirement purposes, in accordance with statutory law.

Section 9.1.7 Employees granted an approved leave of absence by the Employer Board shall retain accrued accumulated days of sick leave, but shall not accrue sick leave days during the approved leave of absence period.

Section 9.1.8 An employee shall give notice of illness promptly in order to be eligible for sick leave payments. Such notification shall be given by telephone or message to the employee's immediate supervisor or other Employer designated authority and shall state that the employee or a family member as identified below in Section 9.1.9 is sick or injured. Such notification shall be given by his/her starting time of work or as soon thereafter as possible.

Section 9.1.9 Sick leave pay shall be paid only for periods of absence caused by personal illness or injury and illness or injury of a dependent child related by blood, marriage, legal adoption or legal guardianship, who is not yet eighteen (18) years of age or disabled children who are eighteen (18) years or older who require treatment or supervision. Employees may also use sick leave for family members as defined in the definitions portion of this Agreement who have a serious health condition or emergency.

Section 9.1.10 Employees who have accrued sick leave while employed by another public school district in the state of Washington shall be given credit for such accrued sick leave

upon employment by the Employer; provided there is a direct transfer of employment from the other school district to the Employer. The employee must request the transfer of such sick leave.

Section 9.1.11 In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Title 51 of Washington State Industrial Insurance Law, the employee may elect to have the Employer pay the employee an amount equal to the difference between the amount paid the employee as determined by Title 51 of the Washington State Industrial Insurance Law, and the amount the employee would have otherwise normally been eligible to receive in sick leave benefits. It shall be incumbent upon the employee to notify the Employer in advance should he/she elect not to utilize accrued sick leave benefits in the manner described under this section. Such payment(s) to the employee shall be made at such time as the difference is reasonably ascertainable. A deduction shall be made from the employee's accumulated sick leave in an amount proportionate to the amount actually paid to the employee by the Employer in excess of the Title 51 of the Washington State Industrial Insurance Law payments. The Employer's obligation shall cease upon expiration of the employee's accumulated sick leave.

Section 9.1.12 Employees who incur an on-the-job injury may be required to perform "light duty" work within another classification which may involve the crossing of jurisdictional lines within the jurisdiction covered by this Agreement. In such event the employee shall be compensated at the rate of pay designated 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.

Section 9.1.13 **Attendance Incentive Program** - In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day of monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day of monetary compensation; provided, however, no employee shall receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from school district employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day of current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury. The provisions of this section shall be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as matter of contractual right.

Section 9.2 **Bereavement Leave** - In the event of a death in the immediate family/household of a regular employee, an absence of up to five (5) consecutive workdays may be permitted per event for employees covered by this Agreement. Employees must notify their immediate supervisor no later than fourteen (14) calendar days after the immediate family member's death requesting the use of this leave. Exceptions to this timeframe may be approved due to extraordinary situations. Compensation shall be at the employee's own rate on the applicable salary schedule during such absence.

Employees may use one (1) emergency leave day to attend the funeral services of a non-covered family member.

Section 9.3 **Discretionary Leave** - All employees shall be allowed three (3) regularly assigned days off work as discretionary leave at full salary which shall be available for

regular employees each year for any purpose they desire subject to the hereinafter listed limitations. For Bus Drivers and Para Educators, the third discretionary day was provided as an additional paid holiday. (Substitute employees are not subject to this Article of the contract):

- Shall not be used during the first or the last week of school.
- Shall not be used for any day immediately adjacent to a holiday unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor.
- Special Education Para Educators, Sign Language Interpreters, and Braillists shall not use their discretionary leave day immediately adjacent to a school break (i.e. winter, mid-winter, spring or summer) unless a request for such use is made two (2) weeks in advance and approved by their immediate supervisor.
- No more than the greater of one person or five percent (5%) of any staff of a given department or building shall be permitted to be on discretionary leave at any time.
- Employees must request the use of discretionary leave to their supervisor as soon as possible prior to the date of the requested leave. The supervisor shall approve or deny the discretionary leave request within five (5) work days of receiving the request but no less than twenty-four (24) hours in advance, whichever is sooner.
- For employees who accrue vacation leave, any discretionary leave days not used during the current school year shall be lost and not carried over into the next school year.
- Discretionary leave days shall not be charged against sick leave and/or emergency leave, nor shall it be counted as an absence for the attendance incentive program.

Section 9.3.1 Discretionary Carryover for Employees who do not Accrue Vacation

Employees who do not accrue vacation leave may carry over up to three (3) unused discretionary days. Discretionary leave balances for employees who do not accrue vacation leave that are in excess of three (3) days on the last day of school each year will have the excess automatically cashed out. In addition, these employees who have a balance of three (3) or less discretionary days have the option of requesting in writing to cash out all or part of their discretionary leave balance. Such written request must be made to the Payroll Department no later than June 30th of each year. All cash out of discretionary days is made at the substitute rate for the employee's job classification.

Section 9.4 Emergency Leave - Employees shall be allowed up to four (4) regularly assigned days off work as emergency leave at full salary per year which shall be available to use for emergency purposes. Use of emergency leave shall be charged against the employee's accrued sick leave and shall be non-accumulative. Conditions for granting emergency leave shall be for situations which are of such a nature that generally pre-planning by the employee is not possible and is one which is serious, essentially unavoidable and of importance, not one of mere convenience. Some examples of situations that qualify for emergency leave are:

- Serious illness in the immediate family including providing transportation for emergency medical care and making arrangements for emergency care.
- To attend the delivery of his/her child (refer to definition of Immediate Family/Household Member).
- In circumstances when the employee is at risk of or the victim of stalking and/or domestic violence.
- Threat to an employee's property (flooding, storm, fire, etc.).
- Other emergency events which require time away from assigned duties and which are beyond the control of the employee or which cannot reasonably be anticipated or avoided and fall under the definition above.
- Road conditions that prevent the employee from reporting to work and the employee has no alternative commute route. Employees may be required to provide evidence of such road condition.
- To attend the funeral service of a non-covered family member in compliance with Section 9.2 of this Agreement.

Section 9.5 **Leave of Absence** - Regular employees may be eligible to receive a leave of absence in accordance with the following:

Section 9.5.1 Upon recommendation of the immediate supervisor through administrative channels to the superintendent and upon approval by the Employer board, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Section 9.5.2 The returning employee shall not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified; the employee shall be reinstated in a position equivalent in duties and salaries to that held at the time the request for leave of absence was approved.

Section 9.5.3 The employee shall retain accrued sick leave, vacation, and seniority rights while on approved leave of absence.

Section 9.5.4 Vacation leave, sick leave and other benefits shall not accrue while an employee is on approved leave of absence. Seniority rights shall accrue when the employee is on approved leave of absence.

Section 9.5.5 The employee shall receive no credit for salary advancement while on leave of absence. However, if such leave was for the purpose of service in the United States military the salary placement shall be in accordance with the provision of the Veterans Re-employment Act.

Section 9.6 **Judicial Leave** - Any regular employee who is subpoenaed as a witness in a court proceeding; provided they were not subpoenaed by the Council to testify against the Employer, or as a witness in their own behalf or interest; or any regular employee called for jury duty shall be compensated their normal pay. If the employee is a plaintiff or a defendant in a case, there shall be no compensation and such employee may request a leave of absence for such purpose. Upon receipt of a jury summons or the subpoena, the employee shall immediately notify his/her immediate administrator and the Human Resources Department. The employee shall be required to furnish a signed statement from a responsible officer of the court as a proof of jury service or of having served as a witness.

Section 9.7 **Temporary Disability Leave** - Employees who are physically unable to perform the functions of their position for medical reasons, may be placed on temporary disability leave. Temporary disability leave shall be granted for illness, injury, surgery, or because of pregnancy or childbirth and shall only be granted for the period of actual disability and shall not exceed one (1) year, or two (2) years in the event of an on-the-job injury.

Section 9.7.1 The employee shall notify his/her immediate supervisor and the Human Resources Department of his/her temporary disability. If possible, such notification shall be made at least sixty (60) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave shall be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee and the employee's attending physician. The Employer may require a doctor's certification that the employee is able to continue to work prior to the temporary disability leave without jeopardizing the employee's health or the safety of others.

Section 9.7.2 Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position. The Employer may, in its discretion and at its own expense, have the employee examined by a doctor of the Employer's choice at any time.

Section 9.7.3 Upon expiration of temporary disability leave, the employee shall be assigned to the same position, or to an equivalent position, occupied before the leave, if such leave is granted due to a job-related injury, or the leave does not go beyond ninety (90) calendar days if granted for other reasons. Any employee who returns from a temporary disability leave, other than leave granted due to a job related injury, which exceeds ninety (90) calendar days shall be assigned to a proper vacancy when one becomes available. Refusal to accept the available position shall terminate the employee from the District. The positions held by employees on temporary disability leave as identified in this provision are not considered vacancies and therefore not subject to the provisions of Section 5.3 of this Agreement.

Section 9.7.4 An employee on approved temporary disability leave shall retain accrued sick leave, vacation and seniority rights. Employees on temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 9.1.

Section 9.7.5 The Employer reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used as defined in this article.

ARTICLE 10 INSURANCE

The parties agree that the existing insurance provisions identified in Article 10, Insurance, Section 10.1 through and including Section 10.5 will remain in effect through December 31, 2019. Effective January 1, 2020 Employer shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for school employees as established by the School Employee Benefit Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.

Section 10.1 **Insurance** - The Employer shall provide for all employees on a "full-time equivalent" (FTE) basis, a contribution equal to the state contribution per month for each regular employee who works four (4) hours per day or more for the purchase of certain insurance programs (e.g. hospitalization, medical, dental, salary or long-term disability (LTD) insurance, etc.) for school district employees. "Full-time equivalent" shall mean an employee who is compensated for 1440 hours in a calendar year. Such contributions shall first satisfy the full cost of the dental,

life and other mandatory insurance benefits.

Section 10.1.1 The Employer shall increase the amount of contribution provided for in Section 10.1 at such time(s) and by such amount(s) equal to no less than that which is afforded to the Employer by the state for the purchase of certain insurance programs (e.g. hospitalization, medical, dental, life, salary or long-term disability (LTD) insurance, etc.) for school district employees on a "full-time equivalent" basis.

Section 10.2 Any monies provided through state funding for benefits under this article which are not utilized, shall be made available and distributed to the bargaining unit in a manner mutually agreed upon between the Employer and the Council; provided, however, under no circumstances shall such distribution cause the Employer to be out of compliance with state statutes and regulations covering insurance benefits.

Section 10.3 The Employer will supplement the insurance benefit by thirteen dollars (\$13) per FTE per month. This provision will apply to the extent that the state allows the Employer to continue providing these benefit dollars above state allocation levels.

Section 10.3.1 In recognition of the conversion of vacation and holiday to pay for bus drivers and para educators, the Employer will add the following FTE to the benefit pool each month in the corresponding year:

Thirteen (13.00) in 2016, 2017 and 2018

Section 10.3.2 In recognition of the additional hours worked by less than twelve (12) month employees, which is not reflected in their FTE, the Employer will add twenty-eight point five (28.5) FTE to the benefit pool each year.

Section 10.3.3 The monies saved by the district from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans will be added to the employee benefit pool. To ensure compliance with State law, employees will be required to pay a minimum of seven dollars (\$7.00) per month for the cost of their medical insurance premiums in 2015-2016, a minimum of eight dollars (\$8.00) for the cost of their medical insurance premiums for 2016-2017 and a minimum of nine dollars (\$9.00) for the cost of their medical insurance premiums for 2017-2018.

The contributions specified in this Section are effective upon ratification and are not retroactive. The contributions are not an additional amount to be paid by employees whose insurance contributions already exceed the contributions stated above. The contributions do not apply to employees who do not receive medical insurance benefits, but apply only to those employees who receive medical insurance benefits and who otherwise by virtue of plan selection would not be required to contribute an amount equal to or greater than the minimum contributions identified in this section.

Section 10.3.4 The Employer will make every effort to ensure that at the end of each fiscal year the balance of the benefit pool is as close to zero as possible.

Section 10.4 The Employer shall continue to make payments for an employee's medical insurance while he/she is on disability leave for an on-the-job injury for a period not to exceed three (3) months.

Section 10.5 During the life of this labor agreement, the Employer and the Council shall engage in discussions through the District's Standing Health Benefits Committee for the specific purpose of attempting to determine how to provide quality group medical insurance at a more affordable cost.

Effective January 1, 2020 the School Employee Benefit Board (SEBB) will be responsible

for the administration of health benefits as it pertains to employees covered under this Agreement. Therefore, the District's Standing Health Benefits Committee purpose will be to address and communicate SEBB benefits, benefits fairs, wellness initiatives as well as the provision of benefits allowable under SEBB.

ARTICLE 11 RATES OF PAY AND EMPLOYEE COMPENSATION

Section 11.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 11.2 ~~Wages – Effective August 16, 2015⁹, the hourly rates of pay set forth within the Appendices "A" through "D" of this Agreement shall reflect a five percent (5%) sixteen percent (16%) inclusive of state IPD increase for the 2015-2016 school year over the hourly rates in effect for the 2014-2015 school year, which includes the three percent (3%) pass-through monies for Washington State classified school district employees for the 2015-2016 school year; provided, however, employees in the following classifications shall receive, in addition to the above increase, the additional increases specified here:~~

- ~~• Special Education Para Educators, Sign Language Interpreters and Braillists, one percent (1%).~~
- ~~• Truck Drivers/Warehousepersons and Messengers, one percent (1%).~~
- ~~• Plumber/HVAC classifications, two percent (2%).~~
- ~~• Electrician classifications, two percent (2%).~~

Section 11.2.1 ~~Effective August 16, 2016²⁰, the hourly rates of pay set forth within the Appendices "A" through "D" of this Agreement will be increased by the state IPD or two percent (2%), whichever is greater. shall reflect a four percent (4%) increase for the 2016-2017 school year over the hourly rates in effect for the 2015-2016 school year, which includes the one and eight tenths percent (1.8%) pass-through monies for Washington State classified school district employees for the 2016-2017 school year; provided, however, employees in the following classifications shall receive, in addition to the above increase, the additional increases specified here:~~

- ~~• Special Education Para Educators, Sign Language Interpreters and Braillists, one percent (1%).~~
- ~~• Plumber/HVAC classifications, two percent (2%).~~
- ~~• Electrician classifications, two percent (2%).~~

Section 11.2.2 ~~Effective August 16, 2017²¹, the hourly rates of pay set forth within the Appendices "A" through "D" will be increased by the state IPD or two percent (2%), whichever is greater. shall reflect a two percent (2%) increase for the 2017-2018 school year over the hourly rates in effect for the 2016-2017 school year; provided, however, employees in the following classifications shall receive, in addition to the increase above, the additional increases specified here:~~

- ~~• Plumber/HVAC classifications, one percent (1%).~~
- ~~• Electrician classifications, one percent (1%).~~

~~If the State provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay set forth within the Appendices "A" through "D" shall be further increased by such additional pass-through percentage amount.~~

Section 11.3 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 11.4 Employees authorized by Board action for an overnight trip while on Employer business, shall fill out the form prescribed by the Employer to request reimbursement.

Section 11.5 Employees who are contracted for less than twelve (12) months shall have their wages paid out over a designated twelve (12) month period on a pro-rated basis as set forth herein.

Section 11.5.1 Employees working twelve (12) months per year shall be paid in twelve (12) equal payments beginning in September and continuing through August of each year.

For each school year, the basic monthly payment, which is exclusive of any overtime, shall be determined by multiplying the total number of workdays in that calendar year (inclusive of holidays and earned vacation) times the regular hours worked per day times the employee's hourly rate and dividing that total by twelve (12).

Section 11.6 ~~The Employer will provide affected employee(s) at least ten (10) days written notice with an explanation before making any deduction from wages due to an overpayment of over one hundred dollars (\$100.00). Such deduction may be made sooner with mutual consent.~~
Salary overpayments due to error shall be repaid in accordance with RCW 49.48.200. RCW 49.48.200 incorporates RCW 49.48.210 for recoupment of overpayments.

ARTICLE 12 MISCELLANEOUS

Section 12.1 **Jurisdiction** - In such instances where the conditions dictate a need for an employee within the bargaining unit to perform a job duty normally recognized as falling within the specific jurisdiction of another bargaining unit classification, such employee shall perform the job duty as directed to the extent he/she is capable. Utilization of this provision is intended to deal with occasional incidents where the time involved in calling a specific bargaining unit classification would not be an efficient utilization of bargaining unit personnel. Except to the limited extent set forth herein, this provision shall not be utilized to realign historically recognized jurisdictional job duties among the various craft classifications.

Section 12.1.1 The Employer shall be permitted to assign work out of classification to as many as, but never any more than one (1) Laborer; one (1) Electrician; two (2) Carpenters; and/or two (2) Plumbers at any one time; provided, however, the assignment of such out-of-classification work shall not exceed a total of three hundred (300) hours in any one calendar month nor shall it be performed at a rate of pay less than that paid to a journeyman who would have otherwise normally performed such work; except as otherwise provided for in Section D.1.2.

Section 12.1.2 **Special Education Students** - The Employer shall be permitted to utilize a limited number of special education students for limited periods of time to perform limited types of bargaining unit work. The performance of these functions shall not result in a reduction of work hours for any bargaining unit employee(s).

Section 12.2 **Safety Equipment and Apparel** - The Employer shall determine and provide employees appropriate protective equipment/clothing to ensure adequate protection while performing assigned duties. Employees issued such equipment/clothing are required to use/wear such items when performing duties for which they were issued. Employees required to wear safety footwear shall receive an annual footwear reimbursement of up to one hundred fifty dollars (\$150.00), based on established need. Such purchase of footwear must be compliant with District policy. Grounds and Laborers may receive two (2) reimbursements each year for up to one hundred and fifty dollars (\$150.00) each, based on established need.

Section 12.2.1 Bargaining unit members shall report to work in appropriate attire as determined by the Employer. Any concerns regarding the Employer's determination of

appropriate shall be referred to the appropriate labor/management meeting for resolution. The Employer shall provide grounds crew employees with two-piece rain clothing.

Section 12.2.2 Wearing apparel supplied by the Employer shall remain the property of the Employer and shall be worn by the employees during their working hours as determined by the Employer.

Section 12.3 **Mileage Reimbursement** - Employees shall receive a mileage reimbursement at the rate currently paid within the district on a per-mile basis for the use of their personal vehicle. Such reimbursement shall be no less than the rate in existence as of the signing of this Agreement or the current Internal Revenue Service rate. Such reimbursement shall be only for authorized travel from one district site to another in the employee's own private vehicle. Reimbursement must be requested monthly on a form prescribed by the Employer.

Section 12.4 **Physical Examinations** - In the event it should be required as a condition of employment that an employee submit to a physical examination, such examination shall be at the expense of the Employer when the employee has the physical done by the Employer's contracted provider. Reimbursement for miles traveled shall be paid in accordance with Section 12.3. Employees who don't use the Employer's contracted provider and instead choose to get the exam from another qualified (Department of Transportation approved) physician shall be reimbursed for the cost of the exam up to the rate negotiated with the Employer's provider. Employees who do not use the Employer's provider shall not receive reimbursement for mileage. The Employer shall notify the union of changes to the contracted rate. In order to be reimbursed, the employee must submit a completed reimbursement request with evidence of completion of the physical exam. The Employer shall pay for ~~one (1)~~ physical exam(s) for employees as necessary to remain qualified and/or certified to perform the essential functions of the job. ~~each required period (e.g., DOT requires an exam every two [2] years). If there is an increase in the number of required exams by a government agency (i.e. DOT), the Employer shall pay the cost of the additional exams. If the time period for the exams changes, the Employer shall continue to pay the cost of the required exam.~~

Section 12.5 **Automatic Payroll Deposit** - All employees covered by this Agreement shall, as a condition of employment, authorize the automatic deposit of their earnings to a banking institution of their choice. The Lake Washington School District Trades Bargaining Council specifically agrees to assist the Employer in enforcing this provision. There shall be no exception to this provision for new employees hired after January 1, 1996.

Section 12.6 **Labor/Management Meetings** - The Employer and the Union will hold Labor Management meetings monthly at mutually agreeable times and additionally as needed to discuss issues and attempt to resolve concerns that affect members of the bargaining unit. Either party may bring issues/topics to the meetings. Meetings may be cancelled by mutual agreement.

ARTICLE 13 MANAGEMENT RIGHTS

Section 13.1 Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy making authority of the Board, which authority the Board specifically reserves unto itself. The management of the District and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by

employees in the unit are to be conducted, including the right to sub-contract work and to designate the work to be performed by the Employer or others and the place and the manner in which it is to be performed, which right shall be subject to the grievance procedure. However, the Employer shall not terminate or reduce the employment of any current employee for the purpose of subcontracting work; and, further, prior to implementation of changes not normally subcontracted, the Employer shall discuss the contemplated changes with the Council. Management officials retain the right and obligation, according to employer board policy, to do the following:

- Direct employees covered by this Agreement.
- Hire, promote, demote, assign, and retain employees of the units and to suspend, discipline, or discharge employees for proper and/or just cause.
- Relieve employees from duty because of lack of work or other legitimate reasons.
- Determine the method, number and classifications of personnel by which operations undertaken by employees in the units are to be conducted.
- Discuss with the Council effecting changes in personnel practices that are of concern to employees within the units.

Section 13.2 Management prerogatives shall not be deemed to necessarily exclude other management rights not herein specifically enumerated.

ARTICLE 14 NO-STRIKE AGREEMENT

Section 14.1 There shall not be authorized any strike, slowdown, or any other stoppage of work by the Council, regardless of whether an unfair labor practice is alleged. The Employer shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Council member occur, the Council shall immediately instruct its members to return to work. If the members of the Council do not resume as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

ARTICLE 15 DISCIPLINE/DISCHARGE

Section 15.1 The Employer shall not discipline, suspend or discharge an employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee (except employees on probation) to the employee in writing and a copy of same to the union, except that no warning letter need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, or drunkenness on duty and/or issues of parallel magnitude.

Employees who are required by the Employer to participate in an investigation shall be notified in writing as soon as reasonably practicable in advance of the meeting date. Said written notice shall clearly state the employee has the right to a union representative.

Employees who are required by the Employer to participate in an investigation meeting outside of their work hours shall be compensated in accordance with the provisions of this Agreement.

Notices of discipline as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of issuance of said notices of discipline after which it shall be removed from the employee's personnel file. Warning letters to be considered valid, must be issued within fifteen (15) work days

after the occurrence of the violation or within fifteen (15) work days of the Employer's knowledge of the violation claimed by the Employer in such warning letter. Suspension and discharge actions will be issued in a timely manner.

However, in accordance with the Washington State Administrative Code (WAC), any discipline administered for sexual misconduct, verbal or physical abuse as defined in WAC 181-88 may not be removed. The Employer shall conduct all disciplinary investigation in a timely manner.

Section 15.2 Disciplinary actions shall be immediately removed from the employee's personnel file if the complaint is determined to be unfounded.

Section 15.3 The issue of just cause shall be resolved in accordance with the grievance procedure of this Agreement.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1 **Grievance Defined** - A grievance is a claim by an employee that there has been a violation, misinterpretation or misapplication of a specific article or section of this Agreement.

Section 16.2 **Grievance Steps** - Grievances may be processed as hereinafter provided.

Section 16.2.1 **(Step 1) Informal Procedure. Oral Discussion** - The employee shall first discuss the alleged grievance with his/her immediate supervisor. This shall be done within thirty (30) calendar days after the occurrence or knowledge of the occurrence giving rise to the alleged grievance. The employee may have a Council representative present during this discussion. "Immediate supervisor" shall be defined as one who is a member of the District's management staff who is separate and apart from the bargaining unit.

Section 16.2.2 **(Step 2) Grievance Reduced to Writing** - If no settlement has been reached at Step 1, the employee and/or his/her designated Council representative may advance the grievance to Step 2 reducing the grievance to writing on a form provided by the Council, and presenting same to the "next appropriate line administrator." The written statement of grievance must be so presented within ten (10) calendar days of the Step 1 meeting and must contain at least the following:

- Statement of grievance.
- Reference to the article and/or section of the agreement which is claimed to have been violated, misinterpreted or misapplied.
- Remedy sought.

Section 16.2.2.1 The parties shall have ten (10) calendar days from receipt of the written statement of grievance to attempt to resolve the grievance. Within that time, the administrator shall indicate his/her disposition of the grievance on the grievance form and shall furnish a copy thereof to the employee and to the Council. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Council shall be given an opportunity to attend.

Section 16.2.2.2 The "next appropriate line administrator" shall be defined as follows:

- For custodial employees; the operations supervisor.
- For para educators: the director of special education or his/her designee.
- For Facilities Maintenance employees: the director of support services or

his/her designee.

- For Transportation employees: the director of support services.
- For truck driver/warehousepersons and messenger employees: the coordinator of business and support services.

Section 16.2.2.3 When it is not possible for a grievant to present his/her grievance within the allowable time period for reasons of absence of the designated administrator, then the grievance may be presented to the Human Resources Department by the employee and/or his/her designated Council representative.

Section 16.2.3 **(Step 3) Superintendent Level** - If no settlement has been reached in Step 2 within the specified time limit, the employee and/or his/her designated Council representative may advance the grievance to Step 3 by submitting a copy of the written statement of grievance in appropriate form to the office of the superintendent within ten (10) calendar days of receipt of the written disposition of grievance given by the Step 2 administrator. After such submission, the superintendent or designee shall have ten (10) calendar days to attempt to resolve the grievance. Within that time the superintendent or his/her designee shall indicate his/her disposition of the grievance on the grievance form and shall furnish a copy thereof to the employee and to the Council. If in the resolution process a meeting is held with the grievant in attendance, a representative of the Council shall be given an opportunity to attend.

Section 16.2.3.1 If no settlement has been reached in Step 3, the grievance may be submitted to mediation within ten (10) calendar days of the superintendent's decision. The parties shall request a list of mediators from the Public Employment Relations Commission, select a mediator and schedule a mediation hearing. Any costs associated with the use of the mediator shall be borne equally by the Employer and the union. No recorder shall be utilized during mediation.

If the grievance is not resolved through mediation, the time lines to submit the grievance to arbitration shall be preserved.

Section 16.2.4 **(Step 4) Arbitration** - If no settlement has been reached in Step 3, the grievance may be submitted to arbitration within ten (10) calendar days of receipt of the superintendent's decision. The Employer and the Council shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Council are not able to agree upon an arbitrator within ten (10) work days after receipt by the Employer of the demand for arbitration, the parties may request a list of five (5) arbitrators from the Public Employee Relations Commission. After receipt of same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties.

Section 16.2.5 Nothing herein shall prevent an employee from seeking assistance from the Council or the Council from furnishing such assistance at any stage of the grievance procedure.

Section 16.2.6 The expenses of the arbitrator, the cost of any hearing room, unless such are paid by the state of Washington, shall be borne by the losing party. Either party desiring a shorthand reporter shall pay for same. Each party shall bear their own expenses for preparation and presentation of their case.

Section 16.2.7 The arbitrator shall have no power to alter, add to, subtract from, disregard or modify the terms of this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator and such questions shall be ruled upon by the arbitrator prior to hearing

the grievance.

Section 16.3 **Grievance Requirements** - Grievance claims involving retroactive compensation shall be limited to no more than thirty (30) workdays prior to the written submission of the grievance to the Employer; however, such retroactivity shall be extended to a period equal to any statutory limitation that may be applicable.

Section 16.3.1 In arriving at any disposition or settlement, neither party shall have the authority to alter this Agreement.

Section 16.3.2 The Employer shall not discriminate against any individual employee or the Council for taking action under this article.

Section 16.3.3 Discussion in the handling of grievances, formally or informally, shall take place whenever possible on school time.

Section 16.3.4 This grievance procedure shall not apply to any grievance arising prior to its adoption by the parties.

Section 16.3.5 The time limits provided in this article shall be strictly observed unless extended by written agreement of the parties. Failure of the grievant to proceed with the grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Employer to take the required action within the times provided shall entitle the grievance to proceed to the next step of the grievance procedure.

ARTICLE 17 SAVINGS CLAUSE

Section 17.1 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 17.2 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with federal, state, county or city statutes or regulations.

Section 17.3 In the event either Section 17.1 or 17.2 is determined to apply to any provision of this Agreement, such provision shall be renegotiated.

ARTICLE 18 WAIVER AND COMPLETE AGREEMENT

Section 18.1 The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Council voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 19 CONTRACTING OUT

Section 19.1 With respect to contracting out bargaining unit work, RCW 28A.400.285 and any other applicable law shall apply. If a condition arises that necessitates contracting of work that is normally performed by the bargaining unit, the affected union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

The contracting out of work that does not fall under RCW 28A.400.285 and would not lead to a reduction in force will be communicated in writing to the union. Such identified work will be provided at a Labor-Management meeting in September of each school year and will be updated at future Labor-Management meetings, should additional contracted work be anticipated.

If, in order to secure funding for a specific project, the Employer is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such subcontracting shall not be considered a violation of the agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen or the Employer is not reasonably able to provide the necessary tools, personnel, or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the agreement.

ARTICLE 20 TERM

- Section 20.1** This Agreement shall be in full force and effect from August 16, 2015~~9~~22 through August 15, 2018~~22~~21.
- Section 20.2** Not less than sixty (60) days prior to August 16, 2018~~21~~22 the Employer and the Council shall meet for the purpose of negotiating amendments to any and all provisions contained within this Agreement.
- Section 20.3** All provisions of this Agreement shall be applicable to the entire term of this Agreement.
- Section 20.4** This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

**LAKE WASHINGTON SCHOOL DISTRICT
414 BOARD OF DIRECTORS**

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APPENDIX "A" TEAMSTERS LOCAL UNION NO. 763

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington School District Trades Bargaining Council for that period from August 16, 2015~~9~~ through August 15, 2018~~22~~, and shall apply to those employees in the following classifications:

School Bus Driver
Bus Driver Rover
Standby Bus Driver
Substitute Bus Driver
Special Education Para Educator
Reserve Special Education Para Educator
Substitute Special Education Para Educator
Special Education Para Educator Support Specialist
Sign Language Interpreter
Brailist
Truck Driver/Warehouseperson
Messenger
Warehouse/Curriculum Assistant
Substitute Truck Driver/Warehouseperson
Substitute Messenger
Substitute Warehouse/Curriculum Assistant

Section A.1 **School Bus Drivers** - This section shall pertain to School Bus Drivers.

Section A.1.1 The District shall use its best efforts to find alternative bus routes during inclement weather which forces the closure of roads normally used. In the event of an unusual school closure due to inclement weather, plant inoperation or the like, employees reporting to work shall receive a minimum of two (2) hours pay at their current hourly rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of direct contact or notification through announcements on one or more local radio station broadcasts at least forty-five (45) minutes prior to the beginning of shifts starting after six (6) am. For shifts starting at six (6) am or earlier the notification must be made at least one (1) hour prior to the beginning of the shift.

Section A.1.2 Shifts shall be established for bus drivers in relation to the routes and driving times necessary to fulfill tasks assigned by the transportation supervisors and dispatcher. All bus drivers shall receive in addition to actual hours of driving time one-half (1/2) hour per day (two and one-half (2-1/2) hours per week) for the purpose of pre-trip inspection, bus cleaning and bus refueling. Drivers must complete a pre-trip inspection prior to the beginning of their first route of the day, or prior to driving a bus that has not been inspected by another driver. Start time for A.M./P.M. and Midday Routes shall occur on the quarter hour. Absent mutual agreement with the driver, Transportation will not slide their shift schedule by more than forty-five (45) minutes on any given day. Effective November 15th of each year, absent mutual agreement, shift schedules will not slide by more than thirty (30) minutes on any given day. All bus drivers who drive their regular assigned route shall be paid a minimum of two (2) hours for the a.m. route and a minimum of two (2) hours for the p.m. route, except Head Start, Ready Start, Pre-school, etc., which are four (4) day bids (a.m. p.m. with an assigned midday route). In addition, a regular assigned route may consist of any combination of two (2) or more of the following: a.m., p.m., midday or after-school activity by mutual written agreement between the Employer and the Union. All bus drivers who drive a mutually agreed, combination route shall be paid a minimum of four (4) hours. Assignments (hours and shifts) that an employee has bid for on bid day or has bid for on a later date shall be guaranteed only in those instances where the Employer has erred in estimating the actual time assigned to a particular route. Such

guarantee shall continue until the Employer has filled in the lost miscalculated time. The District will backfill lost time with other driving and or driver related work. Irrespective of seniority, additions will be added provided that such additional time does not incur more than fifteen (15) minutes of additional work should the time have been assigned to another driver. It is understood between the Union ~~union~~ and the Employer that routes and/or route times may be subject to change pursuant to the terms of this Agreement based on changes in student enrollment and/or ridership, ~~consistent with the historical practice.~~ Should a driver request additional time be added to a route ~~due to traffic concerns,~~ the Employer will conduct a review of the route, which may include a drive-along in addition to reviewing Zonar records and/or any other pertinent data before determining if additional time is warranted.

Section A.1.2.1 In the case where a portion of a driver's route has been canceled causing a reduction in time, written notification for a time change will be provided ~~must be~~ one (1) week prior to the change ~~unless it is a long-term change. In the case of a long-term change, notification must be forty-eight (48) hours in advance.~~

Section A.1.2.2 Drivers who are not notified within the above time limits ~~or who are notified on the day of the run~~ shall be paid for their normal route hours. In such case, the District may require that the driver do other job duties to fill up their time.

Section A.1.2.3 The Employer may assign other driving or driver related duties to drivers to fill up their minimum as provided in Sections A.1.2, A.1.2.1 and A.1.2.2.

Section A.1.2.4 Additions shall be made to routes based on the following:

- District will backfill for any lost time provided that such additional time does not incur more than fifteen (15) minutes of additional time should the time have been assigned to another driver.
- Availability
- Look to see if an addition can be added to existing routes without paying additional time
- Identify drivers where it would take the least additional time
- Offered by seniority. If left unbid, it shall be assigned to the least senior driver.

Situations in which two or more drivers meet the deciding criteria identified above equally, the addition shall be offered first to the senior driver.

If a driver has concerns regarding route changes or the time allotted to drive a route, they shall notify dispatch and a review of the route will be conducted. If it becomes necessary a check ride will be conducted.

Section A.1.2.5 The dispatcher shall make every effort to reassign portions of routes that have been added after the original bid, to other routes that have been reduced from their original bid.

Section A.1.3 Drivers assigned a midday, extended day, and/or extra board run shall be compensated a minimum of two (2) hours for such run provided such run does not immediately precede or immediately follow a regular run. "Immediately precede or immediately follow" shall mean thirty (30) minutes or less. Should the midday, extended day and/or extra board run involve less than two (2) hours, the Employer may assign additional driving or driver related duties for the amount of time difference between the time worked and the two (2) hour guarantee.

Section A.1.4 All trips on Saturdays and Sundays shall be compensated at one and one-half (1-1/2) times the driver's regular straight time hourly ~~base~~ rate of pay for driving and

compensated at one and one-half (1-1/2) times the base rate of standby rate while on standby. The term "base rate of pay for driving" as used in this section shall mean the rate of pay for "Bus Driver" as is set forth within Section A.1.19.

Section A.1.5 ~~Notwithstanding the provisions of Section A.1.4, on~~ During overnight trips drivers will normally be considered as "out of service" ~~shall not be paid~~ between the hours of 4 p.m. and 8 a.m. unless The regular posted trip schedule includes driving after 4 p.m. or before 8 a.m. Out of service hours will be defined on the trip posting. ~~needed during these hours to drive.~~ If a driver is needed to drive or is requested to assist staff and/or students during the defined hour of service hours, such service shall be guaranteed for one (1) hour of compensation with extra time beyond one (1) hour paid in fifteen (15) minute increments. If the driver is duty free to come and go during these hours, no pay shall be administered.

Section A.1.6 Assignment Of Extra Transportation Trips - All extra transportation trips (excluding bidding regular routes) shall be offered to all drivers according to the seniority provisions contained herein; provided however, no driver shall be eligible for such trip, should the trip require the employee to work overtime (in excess of forty [40] hours in any work week [Monday through Friday]), or if such trip would preempt a driver's regular daily assigned route(s). In such cases the next eligible senior driver shall be offered the trip. Drivers' eligibility to accept a trip will be determined based on their ability to report to the designated trip starting location by the "arrive at school" time as posted on the bid form (e.g., drivers with four [4] hours of eligible time may accept a four and one-half [4.5] hour trip as long as they are ending their assigned route/trip at a location that permits them to meet the "arrive at school" time as identified on the bid form).

Section A.1.6.1 Field trips and/or extra transportation trips as identified within Section A.1.6 shall be administered in accordance with the provisions of Section A.1.3.

Section A.1.7 Trips shall be posted as soon as practicable to allow for driver planning. Trips must receive the final approval by the supervisor of transportation or his/her designee before they can be taken. Once the trip sheet is posted and final approval is given, there shall be no changes in trip driver assignments as a result of trip cancellation(s) when such cancellation(s) occur within twenty-four (24) hours prior to departure.

Section A.1.8 Driver Dispatched For Trip Which Doesn't Occur And Driver Misses Bidding On Subsequent Trip - In the event a driver is dispatched for an activity or field trip which has been canceled or is a "no show" by the school and another trip would have been available for that driver, then the Employer shall pay the driver the equivalent number of hours the trip would have required up to one hundred dollars (\$100).

Exceptions shall be: Athletic events called for weather.

Section A.1.9 Dispatch Office Errors By Not Posting Available Trip And Subsequently Assigns Trip To Other Than Most Senior Available Driver - When a trip is timely requested by a school, but the dispatch office fails to post it and the most senior available driver is not offered the trip and would have taken it, such driver shall be paid in accordance with Section A.1.8. When a trip cannot be posted timely, then the dispatcher may assign the trip to the first available driver by seniority.

Section A.1.10 Assignment of Routes - When a new route or an existing route (AM, PM, or Mid-day) becomes available, the District may assign a substitute or rover to the AM or PM route for up to ten (10) work days. After ten (10) work days, the route shall be posted and all drivers may bid in accordance with their rights under this Agreement. The posting must remain up for three (3) work days. The posting shall indicate if the route is permanent or temporary. If the route is temporary, the posting shall indicate the approximate duration when possible. The District shall

not assign a regular driver to a substitute position unless it is an emergency situation on a day-to-day basis. If the District determines that a new or existing route will not be posted but absorbed into other existing route(s), it shall be done within the timelines set forth in this Section and a permanent time change shall be effective on the date of the assignment. In the event a route is not posted for bid, but instead is absorbed, the work shall be added to existing route(s) pursuant to Section A.1.2.4. Any new or existing route that is not absorbed into existing routes shall be posted on the first Thursday after it becomes available and assigned by 2:00 p.m. the following Tuesday. In the event that the Thursday is not a work day, the posting will take place the first work day following the Thursday and remain posted for three (3) work days before assignments are made. If a route is posted for bid but not filled it shall remain posted until such time as it is filled.

Section A.1.11 Assignment of Mid-days – Mid-day routes shall be posted outside the dispatch office on a daily basis. The routes are determined by seniority and available hours. Mid-day assignments are made by 8:30 am. Drivers may indicate their preference for mid-day routes on the tablet provided next to the bid sheet. If no preference is listed the assignment will be made based on seniority and route hours. Routes posted after the assignment of work will be awarded to the next available senior driver. If a driver has a mid-day canceled, the impacted driver may sign up for available mid-days or other work. If such driver fails to sign for work their pay shall be deducted for their canceled mid-day.

Section A.1.12 The District shall provide liability insurance for school bus drivers when they are performing authorized duties; provided, however, there shall be no obligation to assume any responsibility held against the employee when damages are due to the employee's negligence, violation of law or criminal act.

Section A.1.13 All school bus drivers shall be paid their appropriate straight-time or overtime hourly rate of pay for state-required schooling.

Section A.1.14 Notwithstanding any provisions to the contrary as may be contained within Sections 5.3 and/or 5.4 of the Agreement, all bidding and assignment of work for Bus Drivers and Substitute Bus Drivers shall be determined by the provisions contained in Appendix A.

Section A.1.15 The Employer shall provide to each newly hired bus driver ~~each year an eight (8) hour District- directed, work and department orientation course which shall be compensated for at the employee's regular hourly rate of pay prior to independently driving a route or run with students on the bus. In addition, the District shall provide one (1) four (4) hour District directed training class. This class shall be scheduled and posted on or before the first (1st) student day each year and will occur on a regularly scheduled "LEAP" day.~~

Section A.1.16 Absences and Tardiness - Notwithstanding any provision to the contrary as may be contained within Section 15.1, the following disciplinary policy regarding ~~absenteeism~~ and tardiness for school bus drivers shall apply.

ABSENCE

~~Employees who are absent five (5) occurrences within a school year shall receive a verbal warning.~~

~~Employees who are absent eight (8) occurrences within a school year shall receive a written warning and be counseled.~~

~~Employees who are absent eleven (11) occurrences within a school year shall be subject to a final warning.~~

~~Employees who are absent thirteen (13) occurrences within a school year may be terminated.~~

~~An occurrence shall be defined as: one (1) day equals one (1) occurrence and two (2) or more consecutive days equals two (2) occurrences. With a doctor's note, taking an AM or PM route off shall be considered a half (1/2) occurrence and mid-days shall be excused.~~

TARDINESS

Tardiness shall be defined as reporting to work eight (8) or more minutes after clock in time.

For each three (3) occurrences of tardiness in a school year shall constitute grounds for the issuance of progressive discipline as defined in Article 15.~~one (1) occurrence of absenteeism.~~

~~Section A.1.16.1~~ ~~Approved time off pursuant to Sections 9.2, 9.3, 9.4, 9.6, and 9.7 shall not be counted as an unexcused absence nor shall it be counted as an occurrence. Absences that occur under Article 9.5 that are protected by State and/or Federal law will not count as an occurrence.~~

Section A.1.16.2 Attendance Incentive - It is the desire of both the Employer and the Union to provide consistent quality bus service for all students. It is also a mutual desire to have qualified permanent District bus drivers available to drive all identified bus routes. Based on this mutual interest, the parties agree to this Attendance Incentive program during the life of the Agreement:

Perfect School Year Attendance: Drivers who maintain exceptional attendance during the school year will receive a monetary bonus as outlined below. In order to qualify, a driver must be employed as a permanent driver on the first day of school. The only exceptions for this incentive shall be absences occurring through Discretionary, Bereavement, Military and Jury Duty Leave.

For bus drivers who work 180 days per year, the following compensation shall apply:

Days missed	Amount
0	\$1,400
1	\$1,200
2	\$1,000
3	\$800

For bus drivers who work 128 days per year, the following compensation shall apply:

Days missed	Amount
0	\$1,200
1	\$1,000
2	\$800

In order to be compensated, drivers must be employed on the last day of school. All incentives earned shall be paid on the July pay warrant.

The District shall monitor and assess the effectiveness of this program in lowering absenteeism throughout the life of this Agreement. The District shall provide to the Union annual information on employees earning attendance incentives.

Section A.1.17 The Employer shall administer the provisions of the "Handbook for Bus Drivers" in a fair, reasonable and uniform fashion. Any revisions of the Driver Handbook are to be reviewed by the Union prior to implementation. In the event of conflicts between the collective bargaining agreement and the Handbook, the contract shall prevail. All revisions shall be shared in writing with bus drivers.

Section A.1.18 Effective August 16, 2015~~19~~, the hourly rates of pay for classifications of work covered by this Section are indicated below: Appendix and the hourly rates of pay for those classifications shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u> <u>2015-2016-2019-2020</u>
Bus Driver 0 through 3 years of service	\$22.87 <u>29.66</u>
Bus Driver 3+ through 10 years of service	\$23.42 <u>30.39</u>
Bus Driver 10+ through 15 years of service	\$23.64 <u>30.68</u>
Bus Driver 15+ or more years of service	\$23.97 <u>31.10</u>
Bus Driver Rover	\$25.17 <u>32.67</u>
Regular Substitute Bus Driver*	\$22.87 <u>29.66</u>
Standby Bus Driver	\$13.72 <u>17.80</u>

Effective August 16, 2016~~20~~, the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the State IPD or two percent (2%) whichever is greater. Appendix and the hourly rates of pay for those classifications shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u> <u>2016-2017</u>
Bus Driver 0 through 3 years of service	\$23.78
Bus Driver 3+ through 10 years of service	\$24.36
Bus Driver 10+ through 15 years of service	\$24.59
Bus Driver 15+ or more years of service	\$24.93
Bus Driver Rover	\$26.18
Regular Substitute Bus Driver*	\$23.78
Standby Bus Driver	\$14.27

Effective August 16, 2016~~21~~, the hourly rates of pay for the 2021 – 2022 school year for the above identified classifications of work covered by this will be increased by the State IPD or two percent (2%) whichever is greater. Appendix and the hourly rates of pay for those classifications shall be as follows:

CLASSIFICATION**HOURLY RATES OF PAY
2017-2018**

Bus Driver 0 through 3 years of service	\$24.26
Bus Driver 3+ through 10 years of service	\$24.85

CLASSIFICATION**HOURLY RATES OF PAY
2017-2018**

Bus Driver 10+ through 15 years of service	\$25.08
Bus Driver 15+ or more years of service	\$25.43
Bus Driver Rover	\$26.70
Regular Substitute Bus Driver*	\$24.26
Standby Bus Driver	\$14.56

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

Bus drivers shall receive the hourly rate of pay corresponding to their calendar years of service as set forth above. Drivers certified by OSPI as authorized school bus drivers at the time of their initial hire and who were employed in Washington State in such capacity within the six (6) months immediately preceding their employment with the District shall be eligible to use such previous experience in determining placement on the salary schedule.

*Regular substitute drivers who drive a bus on Saturday or Sunday shall be paid time and one-half their regular rate of pay.

Section A.1.18.1 Bus Driver Rovers - The District shall determine the number of rovers that are needed each year. Rover positions shall be posted in the August bid and shall contain a six (6) hour daily shift guarantee. To be considered for a rover position a driver must:

- have completed four (4) years of employment with the District
- have no discipline within the past two (2) years (attendance and student management related and no more than one (1) preventable accident)
- pass a timed mapping test

Rovers shall work within the following shift windows: 5:45 am to 9:45 am for morning routes and 1:30 pm to 5:30 pm for afternoon routes M, T, Th, F, and 12:00 pm to 4:00 pm on Wednesday early release. Shifts will have a three (3) hour guarantee. Any additional time worked shall be submitted on an extra timesheet. Rovers may be asked to fill time as a bus monitor/aide, and/or clean spare buses and/or maintenance vehicles. Rovers shall not be used to work in dispatch or to otherwise give direction to regular drivers.

Section A.1.19 Bus drivers and regular substitute bus drivers shall receive the hourly rate of pay

corresponding to their calendar months of service as set forth above. Substitutes who work seventy (70) hours a month shall receive credit for those months of service for the purpose of pay when they become a regular driver.

Section A.1.20 The Employer shall pay the costs associated with renewal of commercial driving licenses. The Employer provides Bus Drivers with a paid ~~two (2) hour~~ recertification training in order to maintain their First Aid/CPR certification which will be included in the annual in-service in August. Drivers who elect to attend such training/recertification outside of the District may do so on their own time and their own expense, if any. ~~will be eligible for two (2) hours of compensation upon evidence of recertification.~~ The District will pay costs associated with any other certificates required by law that are needed for the employee to perform his/her work duties.

Section A.1.21 The Employer shall not increase its use of Metro buses to transport students currently transported by District employees during the life of this Agreement.

The Employer shall meet with the union to negotiate possible alternatives before the Employer utilizes Metro or any other outside entity in the future.

The Employer shall provide the necessary documentation (i.e. hours of work, routes, etc.) to validate its position that no current regular employee will lose time if the Employer should utilize any other outside entity to transport any student currently being transported by District employees.

Section A.1.22 **Extracurricular Student Transportation** – Schools may transport up to seven (7) student passengers in vans assigned to the high schools. Drivers must have Type 2 training as required by the District. Schools may also transport up to fourteen (14) students provided such transport does not exceed a thirty (30) mile radius from the Support Services Center (travel to Tacoma high schools shall be the only exception to the thirty (30) mile limit). In the event that the thirty-mile limitation is exceeded for the second van or that overnight travel is required for the second van, a Transportation driver must be utilized. Extracurricular trips will be offered to bargaining unit drivers in the Transportation Department before being offered to other private carriers.

The District shall not allow non-Transportation Department personnel to transport students in Transportation Department vehicles unless such vehicles are assigned to the school as replacement vehicles while the high school vans are being serviced.

Section A.1.23 **Summer School Bid Procedure** - Bid day shall occur no ~~earlier~~ later than two (2) days before the final day of school. All known routes shall be posted for review ~~three (3)~~ four (4) days prior to bid day. As routes become available they will be posted on Thursdays and assigned by 2:00 p.m. the following Tuesday.

All routes and buses shall be bid by seniority. In isolated cases, due to student volume and/or special needs equipment, specific bus options shall be indicated on the route bid.

Proxies will be accepted for summer school work at the employee's bid time. If the employee or proxy is not present, the employee loses the opportunity to bid for summer work that's available for bid that day.

Drivers will be allowed five (5) minutes to bid their route and bus. After their route and bus are bid, they will complete the process with routing and payroll.

The following provisions apply to drivers who are awarded summer routes:

- Drivers bidding for a summer route may identify up to four (4) consecutive

days or two (2) non-consecutive days of their awarded route that the driver knows he/she will be unable to drive due to unavoidable personal business, provided that they identify the days at the time of bidding. Notice of these days will be provided to the Transportation Manager on a separate form to permit the work to be posted immediately for bid.

- Drivers who bid on and are awarded a summer route, but then fail to drive any of the route (except the days identified at the time of the bid), will be denied the opportunity to bid on a route the following summer, unless the reason the driver could not drive any/part of the route was due to verifiable (doctor's note) medical reasons or unforeseen emergency.

Drivers interested in substitute work for summer routes must sign the substitute posting. Drivers signing up for substitute work must provide Dispatch with a completed schedule of their availability (form to be provided by Dispatch). This availability schedule may be modified at any time by notifying Dispatch no later than 4:00 p.m. the day before any change. Drivers who fail to answer a call or decline work between 5:00 a.m. to 6:00 a.m. during their available days more than three (3) times, per session, will be placed at the bottom of the call list.

Section A.1.24 August Bid Procedure and Driver In-Service - Bid day and driver in-service shall occur Wednesday, Thursday and Friday (bid day) of the third full week of August no later than seven (7) calendar days before the first student day. Bid day, and driver in-service, and all other related training and required Department procedures necessary to begin the school year are considered hours worked and shall be scheduled to occur for no less than seven (7) hours of compensation for each day (Wednesday and Thursday) during the same week.

All routes shall be posted for review no later than the Tuesday at 8:30 a.m. ~~three (3) days~~ prior to bid day.

The Bid Committee shall be made up of six (6) employees that are members of the bargaining unit, three (3) of whom will be representatives of the Union.

The Bid Committee members shall be compensated for all hours worked at their appropriate straight time hourly rate.

All routes and buses shall be bid by seniority. In isolated cases, due to student volume and/or special needs equipment, specific bus options shall be indicated on the route bid.

The seniority list will be broken down into specific bid times of one (1) hour increments. Effective August 2020, all drivers will be paid one (1) hour for Friday bid day at their regular straight time hourly rate of pay.

In the event a driver or his/her designee fails to turn in a proxy by the employee's bid time, or is late for their groups bid time, said driver shall be moved to the end of the list. In the event this happens the driver will be allowed to bid before any substitute driver bids.

If a driver fails to show up by the end of bid day, they will be assigned a route based on the number of hours and seniority. Such assignment shall be before assignment of routes to substitute drivers.

All routes shall be posted by high school regions, special needs routes will be color-coded indicating the type of route it is. Routes that are not posted for review pursuant to Section A.1.24 shall be posted and bid pursuant to Section A.1.11.

A supervisor prior to each bid period shall point out all routes that were posted for review pursuant to Section A.1.24 and then changed before or on bid day.

By seniority, groups of ten (10) drivers will be allowed in the route viewing area. When drivers are called into the bid room, they will be allowed five (5) minutes to bid their route and bus. After their route and bus and bid, they will complete the process with routing and payroll.

After all regular drivers have bid, substitute drivers will bid by seniority.

Section A.1.25 Bus Driver Safety - It is understood and agreed by the Employer and the Council that the Employer is committed to providing a safe and secure working environment for the school bus drivers who transport the Lake Washington School District students, and, in furtherance of that objective, agree to the following:

The Employer shall notify all drivers whose route(s) may take them into an area or situation which the employer knows is of a safety concern. This notification to the affected drivers shall occur prior to the time that the driver departs on his/her route. Should the driver already be on his/her route and the Employer becomes aware of a safety problem, the Employer's dispatcher shall notify the affected driver of the safety concern and advise the driver of any precautionary measure which should be taken, and;

Students who have exhibited physically aggressive behavior and/or students who have had a history of physically aggressive behavior shall be identified to the driver who is assigned to transport such students(s) as soon as the information is made known to the Employer. Other staff shall be advised of such student on an as-needed-to-know basis. The advised driver shall treat information regarding such student's behavior as confidential.

Section A.2 Special Education Para Educators - This section shall pertain to Special Education Para Educators, Reserve Special Education Para Educators, Para Educator Support Specialists, Substitute Special Education Para Educators, Braillists and Sign Language Interpreters, hereinafter referred to by classification and/or Employees.

Section A.2.1 In the event of an unusual school closure due to inclement weather, plant inoperation or the like, employees reporting to work shall receive a minimum of two (2) hours pay at their current hourly rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of direct contact or notification through announcements on one or more local radio station broadcasts at least forty-five (45) minutes prior to the beginning of the shift.

Section A.2.2 The District shall provide liability insurance for Employees each Special Education Para Educator, Braillist and Sign Language Interpreter when they are performing authorized duties; provided, however, there shall be no obligation to assume any responsibility held against the employee when damages are due to the employee's negligence, violation of law or criminal act. Employees will not be required or allowed to transport students and/or staff in their personal vehicles' as part of their assigned work duties. District owned vehicles will be provided for such transportation. The District is committed to provide a safe and secure work environment. The District will provide appropriate training to meet employee and student safety needs. Prior to an employee being assigned one-on-one responsibilities of students with an IEP, which includes an emergency response protocol additional training will be provided. Employees assigned to students who require medical support will receive specific training from a District registered nurse.

Section A.2.3 The shift for Special Education Para Educators shall be established at the beginning of each work year and shall be maintained for that work year. After the

school year begins, should the District determine a need to reassign a para educator to a different school, the District will ask for a volunteer from the school that a para educator will be moved out of. The employee who volunteers with the greatest district seniority shall be moved provided that they have the necessary skills and abilities to perform the job. If there are no volunteers, the least senior qualified para educator shall be reassigned. By March 15th of each year, para educators who wish to request reassignment for the following year shall e-mail such request to the Special Education Administrator in charge of the program. In the event multiple requests are made for the same position, the senior most qualified para educator shall be assigned. The length of the employee's meal period, which shall be unpaid, free of duty, and not less than one-half (1/2) hour nor more than one (1) hour shall be determined by the Employer, and shall be in addition to the work day. Para Educators who are assigned any kind of work for three (3) but less than six (6) hours per day shall receive one (1) paid fifteen (15) minute rest period; employees who work more than six (6) hours per day or more shall receive two (2) paid fifteen (15) minute rest periods. The first (1st) paid fifteen (15) minute rest period of the day shall not be scheduled to occur before the beginning of the second (2nd) hour. The Employer shall schedule the lunch and rest periods. Employees who do not receive an uninterrupted lunch period are subject to compensation as called for in Section 6.9 of the master Agreement.

Section A.2.3.1 Sign Language Interpreters shall be scheduled for their meal periods at the same time the student for whom they interpret takes his or her meal period.

Section A.2.3.2 Passing/Email Time – Reasonable passing time will be included in the work schedule provided for Para Educators covered by this Appendix to move from one work assignment/location to the next. Employees also will be given reasonable work time to check their District email accounts. The District agrees that passing and email time shall not be comingled in the scheduling and assignment of rest and meal periods nor will the District unreasonably deny enough time exclusive of the rest break(s) and/or meal period for a Para Educator to travel within the building to areas designated to be used for rest and meal periods.

Section A.2.3.3 Flex Day – Para Educators covered under this Appendix may, with approval from the school principal and/or associate principal, work additional hours in the month of November equivalent to the number of hours necessary to allow them to leave when students leave on the day before Thanksgiving.

Section A.2.4 The seniority of Para Educators is by classification; there is no building seniority. Para Educator hours assigned to buildings are based on student enrollment and need. Schools create Para Educator positions from their allocation of available hours. Positions offering a greater number of working hours shall be assigned in accordance with classification seniority and subject to the employee's ability to perform the job. Para Educators may decline a position and opt for one with fewer hours. In such case, the declined hours will be offered to the next senior Para Educator. When necessary, the least senior Para Educator shall be assigned a position that has been otherwise declined by more senior Para Educators. When there is a need to reassign a Para Educator to another building, or a Para Educator requests a reassignment to another building, the employee will be placed in an available, open position, with the hours established for that position. Assignments for the following school year shall be based on the classification seniority of the Para Educators present.

Section A.2.5 Notwithstanding any provision to the contrary as may be contained within Section 9.3, road conditions may be considered an excused absence for those Employees ~~Special Education Para Educator or Brailist or Interpreter~~ who otherwise qualifies for the benefit provided for under Section 9.3. Such Employees ~~Special Education~~

~~Para Educators, Interpreters or Brailists~~ shall explain in writing the road conditions which caused his/her absence from work.

Section A.2.6 Effective August 16, 2015~~9~~, the hourly rate of pay for classifications of work covered by this Section are indicated below: ~~Appendix and the hourly rates of pay for those classifications shall be as follows:~~

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	2015-2016	<u>2019-2020</u>
Special Education Para Educator and Special Education Para Educator Support Specialists <u>Reserve Special Education Para Educator</u>		
0 through 3 years of service	\$17.18	<u>22.50</u>
3+ through 9 years of service	\$18.68	<u>24.45</u>
9+ through 13 years of service	\$18.85	<u>24.68</u>
13+ or more years of service	\$19.12	<u>25.04</u>
Reserve Special Education Para Educator	\$17.18	
Sign Language Interpreter		
0 through 3 years of service	\$28.37	<u>37.15</u>
3+ through 9 years of service	\$29.05	<u>38.05</u>
9+ through 13 years of service	\$29.30	<u>38.37</u>
13+ or more years of service	\$29.75	<u>38.96</u>

CLASSIFICATION**HOURLY RATES OF PAY
2015-2016****Braillist**

0 through 3 years of service	\$28.37 37.15
3+ through 9 years of service	\$29.05 38.05
9+ through 13 years of service	\$29.30 38.37
13+ or more years of service	\$29.75 38.96

Effective August 16, 2020 the hourly rates of pay for the 2020 -2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

~~Effective August 16, 2016, the classifications of work covered by this Appendix and the hourly rates of pay for those classifications shall be as follows:~~

CLASSIFICATION**HOURLY RATES OF PAY
2016-2017****~~Special Education Para Educator and~~
~~Special Education Para Educator-~~
~~Support Specialists~~**

0 through 3 years of service	\$18.04
3+ through 9 years of service	\$19.61
9+ through 13 years of service	\$19.79
13+ or more years of service	\$20.08

**~~Reserve Special Education~~
~~Para Educator~~**~~\$18.04~~**~~Sign Language Interpreter~~**

0 through 3 years of service	\$20.79
3+ through 9 years of service	\$30.50
9+ through 13 years of service	\$30.77
13+ or more years of service	\$31.24

~~Braillist~~

0 through 3 years of service	\$20.79
3+ through 9 years of service	\$30.50
9+ through 13 years of service	\$30.77
13+ or more years of service	\$31.24

Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

~~Effective August 16, 2017, the classifications of work covered by this Appendix and the hourly rates of pay for those classifications shall be as follows:~~

CLASSIFICATION**HOURLY RATES OF PAY
2017-2018****~~Special Education Para Educator and~~
~~Special Education Para Educator-~~
~~Support Specialists~~**

0 through 3 years of service	\$18.40
3+ through 9 years of service	\$20.00
9+ through 13 years of service	\$20.18
13+ or more years of service	\$20.48

Reserve Special Education Para Educator		\$18.40	
Sign Language Interpreter			
0 through 3 years of service		\$30.39	
3+ through 9 years of service		\$31.11	
9+ through 13 years of service		\$31.39	
13+ or more years of service		\$31.86	
		<u>2017-2018</u>	
Braillist			
0 through 3 years of service		\$30.39	
3+ through 9 years of service		\$31.11	
9+ through 13 years of service	<u>CLASSIFICATION</u>	\$31.39	<u>HOURLY RATE</u>
13+ or more years of service		\$31.86	

Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.

~~Employees Special Education Para Educators, Special Education Para Educator Support Specialists, Sign Language Interpreters and Braillists~~ shall receive the hourly rates of pay corresponding to their calendar months of service as set forth above.

~~Effective upon ratification, the~~ The hourly wage of Substitute Para Educators shall be a minimum of indexed to and set at a rate equal to eighty-five percent (85%) of the first step on the Para Educator wage scale (0-3 years).

Section A.2.6.1 Para Educators shall be paid their regular hourly rate of pay for required attendance at staff meetings, IEP meetings and any other meetings, trainings or other work that fall outside their regularly scheduled work hours. Compensation for work which falls under this Section shall be paid in no less than fifteen (15) minute increments.

Section A.2.7 ~~Effective the 2016-2017 school year,~~ Special Education Para Educators (except for Special Education Para Educator Support Specialists and Reserve Special Education Para Educators), Sign Language Interpreters and Braillists who are assigned a four (4) hour or greater shift shall receive two (2) preparation days prior to the start of school. One (1) day will be for classroom preparation focused on their assignment as directed by their assigned teacher and one (1) day may be used for building training or additional classroom preparation as determined by the building administrator. The preparation days shall be equal to the Para Educator's contracted hours, or four (4) hours, whichever is greater, and compensated at their regular hourly rate of pay. These days are mandatory and will be scheduled during the August LEAP days, with notification by mail to the employees within the first two (2) weeks of August.

Section A.2.7.1 Qualified Sign Language Interpreters who, based on enrollment and student need, cannot be placed in an Interpreter position shall be reduced from the force in accordance with the provisions of Article 5. However, displaced Interpreters shall be offered a reassignment to a Para Educator position, should one be available. Should no Para Educator position be available, they will be offered placement into the next Para Educator position that becomes available. Should

the displaced Interpreter decline an available Para Educator position, the District is under no obligation to offer subsequent open Para Educator positions that become available. An Interpreter who accepts a Para Educator reassignment shall be placed on the pay schedule commensurate with his/her years of service under this Agreement. All displaced Interpreters shall be offered placement into an available Interpreter position for which they are qualified in accordance with Article 5, Section 5.6.10, Layoff, Bumping and Recall Rights.

Section A.2.8 Any ~~Employee Special Education Para Educators, Special Education Para Educator Support Specialists, Sign Language Interpreter Para Educators, and Brailist Para Educators~~ who earned wage increases based on training levels as of December 31, 2012 shall retain such additional training level pay.

Section A.2.8.1 ~~Effective August 16, 2013, all~~ All Employees Special Education Para Educators, Special Education Para Educator Support Specialists, Sign Language Interpreters and Brailists will, in addition to the State required Para Educator Certificate Program, Fundamental Course of Study (FCS), receive twelve (12) hours of mandatory training per school year. Training dates will be determined by the District. A committee of para educators and district staff will be convened to seek input regarding training matter.

Section A.2.9 **Reserve Special Educator Para Educators** – Reserve Special Education Para Educators shall be provided a six (6) hour per day annualized contract work shift inclusive of travel time within the District. Reserve Para Educators shall be eligible for reimbursement for mileage in accordance with Article 12, Section 12.3. Reserve Para Educators shall be assigned on a daily or longer basis to fill in for absent employees, ~~or to work at school sites on an as-needed basis~~ may be assigned training duties of newly hired Para Educators in the classroom to support the newly hired Para Educator. These positions are intended to augment, not supplant, the filling of permanent vacancies.

Section A.2.10 Para Educators who are designated as a Support Specialist ~~as of August 15, 2008~~ shall be assigned an eight (8) hour per day annualized contract ~~guaranteed an eight (8) hour work day~~ inclusive of travel time. Support Specialists shall be compensated at a minimum of ten percent (10%) above their base hourly rate of pay. In the event a Support Specialist is used to develop and teach training curriculum to other classified and/or certificated staff, they shall be compensated in accordance with the District's classified instructor hourly rate of pay.

Section A.3 **Truck Driver/Warehousepersons, Warehouse/Curriculum Assistants and Messengers** - This section shall pertain to Truck Driver/Warehousepersons, Warehouse/Curriculum Assistants and Messengers.

Section A.3.1 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, employees reporting to work shall receive a minimum of two (2) hours pay at the base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of direct contact or notification through announcements on one or more local radio station broadcasts at least forty-five (45) minutes prior to the beginning of the shift.

Section A.3.2 Employees required by the District to attend training, including training to maintain required licensure/certification for their positions, may request time to attend training classes necessary to maintain such licensure/certification. The Employer shall pay the costs associated with renewal of commercial driving licenses and other certificates required by law that are needed for the employee to perform his/her work duties. Associated cost shall include compensation for attendance at required training classes. Such employees, based on the District's determination, may be authorized to:

- Attend training during work hours;
- Have their work days modified to allow their attendance at such training without incurring overtime;
- Receive additional compensation for such training.

Section A.3.3

Effective August 16, 2015~~9~~ the hourly rate of pay for classifications covered by this Section are indicated below:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2015-2016 2019-2020</u>
Truck Driver/Warehouseperson	\$23.27 30.18
Messenger	\$21.13 27.42
Warehouse/Curriculum Assistant	\$21.13 27.42

Effective August 16, 2020 the hourly rates of pay for the 2020 – 2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

~~Effective August 16, 2016, the hourly rates of pay for classifications covered by this Section shall be as follows:~~

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2016-2017</u>
Truck Driver/Warehouseperson	\$24.20
Messenger	\$21.98
Warehouse/Curriculum Assistant	\$21.98

Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2017-2018</u>
Truck Driver/Warehouseperson	\$24.68
Messenger	\$22.42
Warehouse/Curriculum Assistant	\$22.42

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

~~Effective upon ratification, the~~ The hourly wage of Substitute Warehouse employees shall be no less than indexed to and set at a rate equal to eighty-five percent (85%) of the wage for the classification in which they are substituting.

Section A.3.4

Should a Truck Driver/Warehouseperson or Messenger be assigned to assume the duties and/or responsibilities of the Warehouse Manager in the manager's absence, provided there is an employee able and willing to perform the functions identified by the District to warrant the additional hourly compensation, such employee shall be designated at the Warehouseperson Lead and will be paid an additional two-dollars (\$2.00) per hour for up to the first four (4) ~~five (5)~~ days. Should an employee assume the manager's responsibility for five (5) or more

consecutive days the employee will be compensated eighty-five percent (85%) of the current wage paid to the Warehouse Manager in accordance with existing District policy and procedures, retroactive to the first day of the assignment. ~~(as identified in Section 6.8 of this Agreement).~~

Section 3.5 Provided there are no qualified surplus employees, bargaining unit positions within the warehouse that become vacant and/or newly created positions and subsequent vacancies by warehouse seniority bid, positions shall be filled pursuant to Article 5 of this agreement.

Section A.4 The following Section shall apply to all employees employed under this Appendix.

Section A.4.1 Should a member of this bargaining unit be elected or appointed by the Union to a full-time position, an unpaid leave of absence not to exceed three (3) years shall be approved for the elected or appointed position and seniority shall accrue. The Union will request in writing to Human Resources a request for such leave at least ten (10) working days in advance and likewise will provide at least a written notice ten (10) working days in advance of the need to return to work. If the employee is a bus driver or para educator who returns to work during the school year, said employee shall be worked on a daily basis before work is assigned to a substitute. This shall continue until such time that the employee can either fill an open position or bid on an open route. In the event the employee works in the warehouse, said employee will be returned to work and the affected employee shall be laid off but will be provided other work opportunities that may exist pursuant to Article 5 of the collective bargaining agreement.

Section A.4.2 All employees required by the District to attend training shall be compensated at their appropriate rate of pay in accordance with this Agreement. The Employer shall pay the costs associated with renewal of commercial driving licenses and other certificates required by law that are needed for the employee to perform his/her work duties. Associated cost shall include compensation for attendance at required training classes.

APPENDIX "B" INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 286

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington School District Trades Bargaining Council for that period from August 16, 2015~~9~~ through August 15, 2018~~22~~ and shall apply to those employees in the following classifications:

Custodian
Custodian (Graveyard)
Custodian Rover
Lead Junior High (Middle School) Custodian (Swing)
Head Custodian I
Head Custodian II
Head Custodian III

Section B.1 Custodians - This section shall pertain to all classifications covered by this appendix.

Section B.1.1 As the individual case may dictate, the head custodian and/or leadperson may be present for interviews of applicants and have input in making the decision to hire or not to hire the applicant.

Section B.1.2 Each boiler room shall be supplied by the Employer with a boiler log book.

Section B.1.3 Effective August 16, 2015~~9~~, the hourly rates of pay for classifications covered by this Section are as indicated below: ~~as indicated below) shall be as follows:~~

CLASSIFICATION

HOURLY RATES OF PAY 2015-2016 2019-2020

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Custodian	\$19.03	\$19.43	\$19.99
Custodian (Graveyard)	\$19.95	\$20.32	\$20.90
Lead Middle School Custodian	\$19.47	\$19.83	\$20.42
Head Custodian I	\$20.09	\$20.49	\$21.05
Head Custodian II	\$21.69	\$22.08	\$22.66
Head Custodian III	\$23.37	\$23.76	\$24.33

NEW RATES

<u>Step</u>	<u>Step B</u>	<u>Step C</u>
\$24.68	\$25.21	\$25.93
\$25.88	\$26.36	\$27.11
\$25.25	\$25.73	\$26.49
\$26.07	\$26.59	\$27.31
\$28.14	\$28.64	\$29.39
\$30.31	\$30.82	\$31.56

~~Effective August 16, 2016, the hourly rates of pay for classifications covered by this Section shall be as follows:~~

Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

CLASSIFICATION**HOURLY RATES OF PAY**
2016-2017

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Custodian	\$19.79	\$20.21	\$20.79
Custodian (Graveyard)	\$20.75	\$21.13	\$21.74
Lead Middle School Custodian	\$20.25	\$20.62	\$21.24
Head Custodian I	\$20.89	\$21.31	\$21.89
Head Custodian II	\$22.56	\$22.96	\$23.57
Head Custodian III	\$24.30	\$24.71	\$25.30

~~Effective August 16, 2017, the hourly rates of pay for classifications covered by this Section shall be as follows:~~

Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

CLASSIFICATION

HOURLY RATES OF PAY
2017-2018

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Custodian	\$20.49	\$20.61	\$21.21
Custodian (Graveyard)	\$21.17	\$21.55	\$22.17
Lead Middle School Custodian	\$20.66	\$21.03	\$21.66
Head Custodian I	\$21.31	\$21.73	\$22.33
Head Custodian II	\$23.01	\$23.42	\$24.04
Head Custodian III	\$24.79	\$25.20	\$25.81

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

~~Effective upon ratification, the~~ The hourly wage of Substitute Custodians shall be no less than indexed to and set at a rate equal to eighty-five percent (85%) of the wage for the classification in which they are substituting.

Section B.1.4 Whenever possible, when a day head custodian is absent the next ranking on-site responsible custodian shall be assigned to fill the day head custodian position. When this occurs a substitute shall be hired to fill the vacancy created by the re- assignment of the next ranking on-site custodian.

Section B.1.5 If the Employer determines that it is necessary to have a regional custodial leadperson, such individual shall be paid two dollars (\$2.00) per hour for performing such function.

Section B.1.6 The District will provide Custodians appropriate training opportunities and training to meet employee safety needs, in addition a joint labor and management committee shall make recommendations to the Manager of Facilities and Building Services regarding additional training opportunities.

Section B.1.7 An annual step review will be conducted in January of each year of the Agreement. This review will look at the distribution of employees in Steps B, and C using the data as of December 31st of the school year in which the review is being conducted, compared against the distribution of FTE agreed to by the parties at the time of contract ratification (Step A 41.25 FTE, Step B 39.00 FTE, and Step C 20.00 FTE).

Section B.1.8 Filling of Vacant Positions Infilling vacant custodian positions, the District and the Union agree to the following:

1. Transfer - The filling of open vacant custodial positions will first be offered to the most senior eligible employees. In order to be considered, an employee must be a regular employee and must have submitted an Intra-District Transfer request. Transfers are limited to equivalent positions (Head I to Head I, custodian to custodian, etc.) In order to be eligible employees must have:

- Received satisfactory ratings in all evaluative criteria on their most

- current evaluation (including mid-year evaluations, if applicable);
- Have not received disciplinary action within the last 24-month period; and
- Completed their probationary period.

All vacant custodial positions will be posted for transfer for one (1) week. Interested employees must submit an Intra-District Transfer Form to Human Resources. HR will review the transfer requests to determine the qualified applicant. Once offered, the employee shall have twenty-four (24) hours to accept the transfer. Failure to affirmatively accept the offer will be considered a denial and the District will offer the position to the next qualified employee. If there are no more qualified transfer requests, the District shall move to fill the vacancy as an open position.

2. The Employer shall be under no obligation to laterally transfer a custodian to a similar position unless the employee has been in his/her existing position for at least six (6) months.

3. Recruitment – If no transfer was made as identified above, the District will post the open position for internal and external applicants for one (1) week. Internal applicants must fill out and submit an Internal Application. In order to be qualified for an interview, internal candidates must have:

- Received satisfactory ratings in all evaluative criteria on their most current evaluation (including mid-year evaluations, if applicable);
- Have not received disciplinary action within the last twenty-four (24) month period; and
- Completed their probationary period.
- Exception: If after posting the position for one (1) week there are no qualified candidates, the District may consider a lateral movement of a probationary employee (Head I to Head I; custodian to custodian), provided that such employee's ninety (90) day probationary period will be restarted for ninety (90) days in their new assignment.

In making the selection the following criteria shall be used:

- Interview results.
- Performance evaluations.
- Relevant experience - Elementary/Middle School/Senior.
- Seniority.
- Training qualifications.

The above criteria shall be weighted equally amongst the candidates as determined by the Employer without any arbitrary intent. The Employer will develop appropriate training qualifications for head custodian positions. For outside applicants, outside custodial work will be recognized in evaluating the "most qualified."

Section B.1.9 An increase of hours in the same classification shall not constitute a promotion.

Section B.1.10 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination, may be authorized to;

- Attend training during work hours
- have their work days modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

APPENDIX "C" AUTOMOTIVE MACHINIST LODGE NO. 289

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington Trades Bargaining Council for that period from August 16, 2015~~9~~ through August 15, 2018~~22~~ and shall apply to those employees in the following bargaining unit and classifications:

Bus/Truck Serviceperson
Bus/Truck Mechanic
Auto & Small Equipment Mechanic
Bus/Truck Shop Assistant

Section C.1 **Automotive Machinists** - This section shall apply to all classifications covered by this appendix.

Section C.1.1 ~~Effective August 16, 2015, the hourly rate for all classifications covered by this Section (as indicated below) shall be as follows:~~

~~Effective August 16, 2015⁹ the hourly rate of pay for classifications covered by this Section are indicated below: (as indicated below) shall be as follows:~~

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2015-2016-2019-2020</u>
Bus/Truck Serviceperson	\$24.62 <u>31.93</u>
Bus/Truck Mechanic	\$29.12 <u>37.77</u>
Auto & Small Equipment Mechanic	\$29.12 <u>37.77</u>
Bus/Truck Shop Assistant	\$16.95 <u>21.99</u>

~~Effective August 16, 2016, the hourly rate for all classifications covered by this Section shall be as follows:~~

Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2016-2017</u>
Bus/Truck Serviceperson	\$25.60
Bus/Truck Mechanic	\$30.28
Auto & Small Equipment Mechanic	\$30.28
Bus/Truck Shop Assistant	\$17.63

~~Effective August 16, 2017, the hourly rate for all classifications covered by this Section shall be as follows:~~

Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2017-2018</u>
Bus/Truck Serviceperson	\$26.11
Bus/Truck Mechanic	\$30.89
Auto & Small Equipment Mechanic	\$30.89
Bus/Truck Shop Assistant	\$17.98

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for~~

~~the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

Section C.1.2 The Employer shall reimburse employees for the loss of required hand tools due to fire or forced entry to the Employer's premises, less twenty-five dollars (\$25) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the Employer. Employees shall notify the Employer whenever they remove their tools from the Employer premises.

Section C.1.3 Tool Allowance – The Employer shall provide an annual tool allowance (9/1 to 8/31) of up to nine hundred dollars (\$900) per each regular full-time employee covered by this appendix for replacing personal tools broken or damaged while performing District services or for new tools required for the work of the District. All tools purchases made under this provision must be pre-approved by the bus maintenance supervisor. If the employee makes a tool purchase without such prior approval, except in cases of emergency, he will not be reimbursed. The maximum annual allowance of and shall not be exceeded under any circumstance. Any tools replaced in conformance with this section shall be the property of the employee.

Section C.1.4 ASE Certification Premium – The Employer shall adopt the Automotive Service Excellence (ASE) certification standards and compensate those covered by this appendix who qualify under such standards an additional twenty five cents (\$.25) per hour per certificate for four (4) certification premiums per person during the term of this Agreement. If the employee becomes a Master School Bus Technician they shall receive compensation of two dollars (\$2.00) per hour inclusive of any other ASE certificates held during the term of this Agreement. Once an employee obtains the Master School Bus Technician certification, the employee may earn up to two (2) additional ASE certifications, at twenty-five cents (\$.25) each per hour, provided they are related to the work being performed by the District and agreed to in the Labor-Management Committee. The maximum premium that can be earned is two dollars and fifty cents (\$2.50) per hour.

Section C.1.5 Welding Premium - An employee who is assigned by the Employer to perform certified welding shall be compensated a premium of two dollars (\$2.00) per hour above his/her regular rate of pay for all time performing such welding duties.

Section C.1.6 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section C.1.7 Bus Inspection Merit Pay – The Employer agrees to adopt a merit pay program which provides compensation in addition to the employee's regular hourly rate of pay for those who demonstrate superior performance on annual bus inspections. Such merit pay shall be processed within thirty (30) days following the completion of the annual inspection for all district buses; however, buses not presented for inspection that would not change the outcome of the merit pay, bonuses will be processed based on the buses inspected by the state. The additional compensation rates for each school year shall be as follows:

For scheduled annual inspections:	
4-5 Out of Service Buses	\$700
1-3 Out of Service Buses	\$800
0 Out of Service Buses	\$900

Section C.1.8 State Patrol Scheduled and Random Inspections Incentive Days – If the achieved rating is no buses out of service, each employee will also receive the right to schedule in advance, subject to the supervisor's approval, one day off with pay within one year of the date of notification of the inspector's results. The

occurrence of overtime, illness, staff shortages, and peak work demand periods shall be sufficient reason to deny the time off or revoke the approval and ask the employee to re-schedule the time off. This day of compensation will be processed and available for use within thirty (30) days following the inspection and are is available for use during the calendar months following the inspection in which it was earned. These days shall be designated as Bus Flex Days.

Incentive days must be used within the specified time period or will be lost. Incentive days are not subject to carry-over or cash-out. Incentive days cannot be used in conjunction with a holiday and/or vacation.

Section C.1.9 For purposes of the bus inspection merit pay, a bus is considered “out of service” if the bus is found by the state patrol to be out of service based on the criteria contained in the Washington State School Bus Inspection Manual due to reasons under the control of the mechanic(s). Buses deemed “out of service” by the state patrol for reasons not normally under the control of the mechanic(s) shall not be used by the Employer to negatively impact the determination of merit pay as contained in Section 1.7 or incentive days as contained in Section 1.8 above.

Section C.1.10 **Leadperson Pay** – The Transportation shop shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

Section C.1.11 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District’s determination, may be authorized to:

- Attend training during work hours
- have their work days modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section C.1.12 It is understood and agreed by and between the Employer and the Council that with regards to the delivery of buses to non-district maintenance or other facilities during summer months the following shall apply:

Bus shop mechanics may drive buses anytime or anywhere for maintenance purposes; and when the shop schedules a bus for maintenance with twenty-four (24) hours or more lead time, the shop supervisor/designee shall attempt to secure a driver from a list of five (5) drivers who agree to be available for such work during the summer months. A telephone answering machine shall not constitute “contact” for purposes of this memorandum; and whenever buses need to be delivered with less than twenty-four (24) hours lead time, the shop supervisor/designee may use summer shop helpers to perform such work.

APPENDIX "D"

This Appendix is supplemental to that Agreement by and between the Lake Washington School District No. 414 and the Lake Washington Trades Bargaining Council for that period from August 16, 2015~~9~~ through August 15, 2018~~22~~ and shall apply to those employees in the following bargaining unit and classifications:

~~HOD CARRIERS AND GENERAL LABORERS LOCAL NO. 242~~ (Section D.1)

Laborer
Groundsperson
~~Landscape Leadperson~~
Seasonal Laborer/Grounds

DISTRICT COUNCIL OF CARPENTERS (Section D.2)

Carpenter
Locksmith

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS NO. 46 (Section D.3)

Electrician
Electrician/Intercoms, Clocks & Alarms
Electrician Assistant
Building Equipment Mechanic/HVAC
Building Equipment Mechanic/HVAC Assistant
Electronics Technician/Computer Repair
Electronics Technician/Copier Repair
Electronics Technician/Audio Visual

PAINTERS DISTRICT COUNCIL NO. 5 (Section D.4)

Painter
Glazier
Glazier Assistant

PLUMBERS AND PIPEFITTERS LOCAL NO. 32 (Section D.5)

Plumber
Plumber Assistant (Light Duty Plumber Mechanic)
Building Equipment Mechanic/HVAC/Pipefitter

Section D.1 This section shall pertain to ~~Hod Carriers and~~ General Laborers Local No. 242 (Laborers, Groundspersons, and Landscape Leadpersons).

Section D.1.1 ~~Effective August 16, 2015, the hourly rate for classifications covered by this Section (as indicated below) shall be as follows:~~

Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are indicated below:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>	
	2015-2016	<u>2019-2020</u>
Laborer	\$19.23	24.95
Groundsperson	\$25.44	33.01
Landscape Leadperson	\$31.43	
Seasonal Laborer/Grounds	\$15.50	20.10

~~Effective August 16, 2016, the hourly rate for classifications covered by this Section shall be as follows:~~

Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year

for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2016-2017</u>
Laborer	\$20.00

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2016-2017</u>
Groundsperson	\$26.46
Landscape Leadperson	\$32.61
Seasonal Laborer/Grounds	\$16.12

~~Effective August 16, 2017, the hourly rate for classifications covered by this Section shall be as follows:~~

Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2017-2018</u>
Laborer	\$20.40
Groundsperson	\$26.99
Landscape Leadperson	\$33.22
Seasonal Laborer/Grounds	\$16.44

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

~~Effective upon ratification, a new classification called Seasonal Laborer/Groundsperson shall be introduced into the wage schedule.~~

Section D.1.2 The "Laborer" classification shall work with and assist a journeyman classification that is covered within this Appendix of this Agreement. In no event shall a "Laborer" classification be utilized to replace a journeyman classification in any of the aforementioned appendices.

Section D.1.2.1 Notwithstanding the rights of the Employer to assign Laborers to assist Grounds as part of their duties and responsibilities, Laborers who possess the skills and abilities as determined by the District and are assigned to perform the full scope of a Groundsperson position will be compensated at the Groundsperson rate of pay in accordance with Section 6.8 of this Agreement.

Section D.1.3 Notwithstanding any provision to the contrary as may be contained within Article 5 of this Agreement, the classifications title Laborer and Groundsperson, shall be considered to be one common classification for layoff and bumping purposes.

Section D.1.4 **Insecticide Premium** – The Employer shall determine the number of groundspersons required for spraying of herbicides and insecticides. The Employer shall provide the training and certification and shall pay such groundspersons an annual stipend of six hundred dollars (\$600) in addition to their annual earnings. This annual stipend will be divided by twelve and be paid monthly September through August. Should a groundsperson fail to maintain his certification he shall immediately lose the annual stipend and no further payments will be made. In consideration of this stipend, the union agrees that the Employer may from time to time contract with outside vendors for supplemental spraying services.

Section D.1.5 **Welding Premium** – An employee who is assigned by the Employer to perform certified welding shall be compensated a premium of two dollars (\$2.00) per hour above his/her regular rate of pay for all time performing such welding duties.

Section D.1.6 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.1.7 **Leadperson Pay**– The grounds shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

Section D.1.8 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District’s determination, may be authorized to:

- Attend training during work hours
- have their work days modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.2 This section shall pertain to District Council of Carpenters (Carpenters and Locksmith).

Section D.2.1 ~~Effective August 16, 2015, the hourly rate for classifications covered by this Section (as indicated below) shall be as follows:~~

Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are indicated below:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2015-2016 2019-2020</u>
Carpenter	\$29.43 <u>38.19</u>
Locksmith	\$29.43 <u>38.19</u>

~~Effective August 16, 2016, the hourly rates for classifications covered by this Section shall be as follows:~~

Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2016-2017</u>
Carpenter	\$30.61
Locksmith	\$30.61

~~Effective August 16, 2017, the hourly rates for classifications covered by this~~

~~Section shall be as follows:~~

Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2017-2018</u>
Carpenter	\$31.22
Locksmith	\$31.22

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass through amount percentage.~~

Section D.2.2 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.2.3 **Leadperson Pay** – The carpentry shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

Section D.2.4 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District’s determination, may be authorized to:

- Attend training during work hours
- have their work days modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.3 This section shall pertain to International Brotherhood of Electrical Workers No. 46 (Electricians, Electrician Assistants, Building Equipment Mechanic/HVACs, Building Equipment Mechanic/HVAC Assistants, Electronic Technicians).

Section D.3.1 ~~Effective August 16, 2015, the hourly rates of pay for classifications covered by this Section (as indicated below) shall be as follows:~~

Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are indicated below:

CLASSIFICATION**HOURLY RATES OF PAY****2015-2016 2019-****2021**

Electrician	\$31.95 42.66
Electrician/Intercoms,Clocks & Alarms	\$31.95 42.66
Electrician Assistant	\$21.27 28.41
Building Equipment Mechanic/HVAC	\$31.95 42.66
Building Equipment Mechanic/HVAC Assistant	\$21.27 28.41
Electronics Technician/Computer Repair	\$28.03 37.41
Electronics Technician/Copier Repair	\$28.03 37.41
Electronics Technician/Audio Visual	\$28.03 37.41

~~Effective August 16, 2016 the hourly rates of pay for classifications covered by this Section shall be as follows:~~

Effective August 16, 2020 the hourly rates of pay for the 2020 – 2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

CLASSIFICATION**HOURLY RATES OF PAY****2016-2017**

Electrician	\$33.87
Electrician/Intercoms,Clocks & Alarms	\$33.87
Electrician Assistant	\$22.55
Building Equipment Mechanic/HVAC	\$33.87
Building Equipment Mechanic/HVAC Assistant	\$22.55

CLASSIFICATION**HOURLY RATES OF PAY****2016-2017**

Electronics Technician/Computer Repair	\$29.71
Electronics Technician/Copier Repair	\$29.71
Electronics Technician/Audio Visual	\$29.71

~~Effective August 16, 2017 the hourly rates of pay for classifications covered by this Section shall be as follows:~~

Effective August 16, 2021 the hourly rates of pay for the 2021 – 2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

CLASSIFICATION**HOURLY RATES OF PAY****2017-2018**

Electrician	\$34.89
Electrician/Intercoms,Clocks & Alarms	\$34.89
Electrician Assistant	\$23.23
Building Equipment Mechanic/HVAC	\$34.89
Building Equipment Mechanic/HVAC Assistant	\$23.23
Electronics Technician/Computer Repair	\$30.60
Electronics Technician/Copier Repair	\$30.60
Electronics Technician/Audio Visual	\$30.60

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

Section D.3.2

The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.3.3 **Leadperson Pay** – The electrician shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

The District and the Union agree to eliminate the Electrician /Intercoms, Clocks & Alarms Lead through attrition.

Section D.3.4 ~~Effective August 16, 2012,~~ Electricians who obtain an EL01 State Electrical License and have been certified as a Master Electrician in the State of Washington shall be compensated an additional one-dollar (\$1.00) per hour.

Section D.3.5 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District’s determination, may be authorized to:

- Attend training during work hours
- have their work days modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.4 This section shall pertain to Painters District Council No. 5 (Painters, Glaziers, and Glazier Assistants).

Section D.4.1 ~~Effective August 16, 2015, the hourly rate for classifications covered by this Section (as indicated below) shall be as follows:~~

Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are as indicated below:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2015-2016 2019 - 2020</u>
Painter	\$29.43 38.19
Glazier	\$29.43 38.19
Glazier Assistant	\$20.87 27.06

~~Effective August 16, 2016, the hourly rates for classifications covered by this Section shall be as follows:~~

Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

CLASSIFICATION**HOURLY RATES OF PAY****2016-2017**

Painter	\$30.61
Glazier	\$30.61
Glazier Assistant	\$21.70

~~Effective August 16, 2017, the hourly rates for classifications covered by this Section shall be as follows:~~

Effective August 16, 2021 the hourly rates of pay for the 2021 – 2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

CLASSIFICATION**HOURLY RATES OF PAY****2017-2018**

Painter	\$31.22
Glazier	\$31.22
Glazier Assistant	\$22.13

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

Section D.4.2 Those painters covered by this section who were actively employed by the Employer as of April 1, 2002 shall not be laid off due to any reduction in force.

Section D.4.3 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.4.3 Leadperson Pay – The painter/glazier shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
 - Ordering of parts and supplies
 - Coordination of work and personnel issues with the supervisor
 - Utilization of automated work orders systems where provided
- Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as "leadperson" shall be compensated two dollars (\$2.00) per hour above the individual's regular rate while performing such function.

Section D.4.4 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District's determination, may be authorized to:

- Attend training during work hours
- have their work days modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

Section D.5 This section shall pertain to Plumbers and Pipefitters Local No. 32 (Plumbers, Plumber Assistants, and Building Equipment Mechanic/HVAC/Pipefitters).

Section D.5.1 ~~Effective August 16, 2015, the hourly rate for classifications covered by this Section (as indicated below) shall be as follows:~~

Effective August 16, 2019 the hourly rate of pay for classifications covered by this Section are as indicated below:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2015-2016 2019 - 2020</u>
Plumber	\$31.95 42.66
Plumber Assistant (Light Duty Plumber Mechanic)	\$21.27 28.41
Building Equipment Mechanic/HVAC/Pipefitter	\$31.95 42.66

~~Effective August 16, 2016, the hourly rates for classifications covered by this Section shall be as follows:~~

Effective August 16, 2020 the hourly rates of pay for the 2020-2021 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2016-2017</u>
Plumber	\$33.87
Plumber Assistant (Light Duty Plumber Mechanic)	\$22.55
Building Equipment Mechanic/HVAC/Pipefitter	\$33.87

~~Effective August 16, 2017, the hourly rates for classifications covered by this Section shall be as follows:~~

Effective August 16, 2021 the hourly rates of pay for the 2021-2022 school year for the above identified classifications will be increased by the state IPD or two percent (2%) whichever is greater.

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>
	<u>2017-2018</u>
Plumber	\$34.89
Plumber Assistant (Light Duty Plumber Mechanic)	\$23.23
Building Equipment Mechanic/HVAC/Pipefitter	\$34.89

~~Effective August 16, 2017, in addition to the increase above, if the state provides pass-through monies for Washington State classified school district employees for the 2017-2018 school year, the hourly rates of pay for the classifications of work covered by this Appendix shall be increased by such pass-through amount percentage.~~

Section D.5.3 The Employer shall pay the costs associated with the renewal of commercial driving licenses, and other certificates required by law that are needed for the employee to perform his/her work duties.

Section D.5.4 **Leadperson Pay** – The plumber and pipefitter shop within Facilities Maintenance shall have a leadperson provided there is an employee able and willing to perform the functions identified by the district to warrant the additional hourly compensation. Such functions shall include as a minimum:

- Scheduling of work requests/assignments
- Ordering of parts and supplies
- Coordination of work and personnel issues with the supervisor
- Utilization of automated work orders systems where provided

Individuals unwilling or incapable of performing the identified functions shall not be eligible to assume the designation of lead. Individuals designated as “leadperson” shall be compensated two dollars (\$2.00) per hour above the individual’s regular rate while performing such function.

Section D.5.5 Employees required to have licensure/certification for their positions may request time to attend training classes necessary to maintain such licensure/certification. Such employees, based on the District’s determination may be authorized to:

- Attend training during work hours
- have their work days modified to allow their attendance at such training without incurring overtime
- receive additional compensation for such training.

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414 hereinafter referred to as the Employer or the District and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL, herein referred to as the Council.

~~The District recognizes the impact of the implementation of all day kindergarten upon the work available for Bus Drivers. The parties agree to work collaboratively, through the Labor Management Committee process, to identify sources of work that can be performed by Bus Drivers, and to work together to secure as much work as possible for Drivers~~

**LAKE WASHINGTON SCHOOL DISTRICT
TRADES BARGAINING COUNCIL**

**LAKE WASHINGTON SCHOOL DISTRICT
No. 414**

Date _____

Date _____

By _____

By _____

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414 hereinafter referred to as the Employer or the District and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL, herein referred to as the Council.

Training and Support for Sign Language Interpreter Performance Assessment

~~The District will pay the tuition cost for the current Sign Language Interpreters (who are on the payroll effective upon the date of ratification) to participate in a District chosen, one time intensive training in preparation for the Educational Interpreter Performance Assessment (EIPA).~~

~~The training will start in the Fall of 2015 and conclude in the Spring of 2016. Prior to the start of the 2016-2017 school year, the District will pay the costs for the current Sign Language Interpreters to take both the EIPA written and performance tests, including any assessment fees. The District will pay the costs for Sign Language Interpreters to take the tests once.~~

~~If a Sign Language Interpreter fails to pass the EIPA tests, and the State requires a passing score in order to serve in the capacity of an educational interpreter, the District shall offer the interpreter a reassignment to a Para Educator position should one be available. An interpreter who accepts a Para Educator reassignment shall be placed on the wage scale commensurate with his/her years of service with the District. While serving as a Para Educator, if the employee takes the EIPA tests at his/her own expense and achieves passing scores, the employee shall be offered the next available Sign Language Interpreter position for which they qualify and placed on the pay schedules as if he/she had not left the interpreter classification. The opportunity to be placed in an available Sign Language Interpreter position shall be for twenty four (24) consecutive months from the date of reassignment.~~

~~If an interpreter declines to accept reassignment to Para Educator, the interpreter will be terminated with no further employment rights with the District. Such terminated employee is eligible for rehire; the employee is free to apply for other positions within the District.~~

LAKE WASHINGTON SCHOOL DISTRICT
TRADES BARGAINING COUNCIL

LAKE WASHINGTON SCHOOL DISTRICT
No. 414

Date _____

Date _____

By _____

By _____

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414 hereinafter referred to as the Employer or the District and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL, herein referred to as the Council.

The Trades Bargaining Council belief is that weekend building use where custodial staff is not assigned adds to the regular custodial staff's workload due to the maintenance and cleaning of the building after such usage. In order to address the TBC concern, the District and representatives of the IUOE, Local No. 302 agree to meet to discuss potential solutions.

The parties agree to form a working committee comprised of no more than three (3) representatives each by February 28, 2020 and to prepare a recommendation to the District by November 30, 2020.

AGREED:

For the Trades Council:

For the District:

Date

Date

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414 hereinafter referred to as the Employer or the District and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL, herein referred to as the Council.

This LETTER OF UNDERSTANDING is supplemental to the AGREEMENT by and between the Lake Washington School District Trades Bargaining Council and the Lake Washington School District No. 414.

The Parties agree that the development of a program offering means for para educators to pursue professional and/or educational coursework related to alternative certification pathways or coursework to enhance para educator individual skills for the provision of services to students.

The parties agree that during the life of the agreement a working committee will be convened which will be comprised of no more than four (4) representatives of union and no more than four (4) representatives of the District specifically to develop a recommendation to the District regarding a professional development program to provide para educators resources to pursue professional coursework related to alternative certification pathways or coursework to enhance the provision of services to students. The committee's initial meeting will be at the March 2020 Labor/Management session at which time the parties will determine committee members and initial agenda.

The committee will complete and present its recommendations to the Labor/Management committee at the May 2021 Labor/Management meeting.

The focus of this committee is related to the creation of a professional development program separate and apart from any state required training current or newly determined. The parties will review and consider surrounding district existing programs to inform the development of this program.

AGREED:

For the Trades Council:

For the District:

Date

Date

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL
August 16, 2019 through August 15, 2022

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the LAKE WASHINGTON SCHOOL DISTRICT NO. 414 hereinafter referred to as the Employer or the District and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL, herein referred to as the Council.

This LETTER OF UNDERSTANDING is supplemental to the AGREEMENT by and between the Lake Washington School District No. 414 and the LAKE WASHINGTON SCHOOL DISTRICT TRADES BARGAINING COUNCIL.

It is understood and agreed by the parties that the Employer is committed to providing employees with the appropriate protective equipment/clothing to ensure adequate protection while performing assigned duties. The parties further agree to form a committee to create a comprehensive listing of appropriate protective equipment/clothing that meet OSHA requirements for each applicable Trade. The committee shall include the District's Risk Manager along with two (2) representatives identified by the District; and up to three (3) Trades representatives. This committee shall report their progress monthly to the Trades Labor Management committee.

AGREED:

For the Trades Council:

For the District:

Date

Date

SCHOOL IMPROVEMENT PLAN APPROVAL, 2019-20

February 24, 2020

SITUATION

Pursuant to WAC 180-16-220, "Each school in the district shall be approved annually by the school district board of directors under an approval process determined by the district board of directors. At a minimum, the annual approval shall require each school to have a school improvement plan that is data driven, promotes a positive impact on student learning, and includes a continuous improvement process that shall mean the ongoing process used by a school to monitor, adjust, and update its school improvement plan."

Each school has completed its School Improvement Plan (SIP) for the 2019-20 school year. The plans are reviewed by Level Directors in order to ensure they met the criteria defined in the WAC and in Policy 2090P, Procedure Program Evaluation.

Plan modifications were made to address any areas of concern identified in this review. All of the plans have been found to meet the criteria established by the WAC and by the district.

As part of the SIP planning process, each school has set goals consistent with State requirements.

The board received an overview of the process schools use to develop the School Improvement Plan.

RECOMMENDATION

The Board of Directors approves the 2019-20 School Improvement Plans (SIP) for all schools as presented.



Lake Washington

School District

School Improvement Plans
PROCESS
2019-2020

School Improvement Plan Process for Annual Update: 2019-20

Background:

Each school is required to have a school improvement plan (*WAC 180-16-220*). Plans must include active participation and input by building staff, students, families, parents, and community members. The plan must address the characteristics of highly effective schools; educational equity factors; the use of technology to facilitate instruction; and parent, family and community involvement. In addition, schools must establish goals that increase the measures included on the Washington School Improvement Framework (*WAC 180-105-040*). The SIP template ensures compliance with these laws, while also providing a framework to support schools in setting priorities and aligning with the district's strategic plan.

Timeline:

Aug 14:	Principals receive SIP template with preliminary data (except WCAS).
Aug 23:	Principals receive SIP template with updated preliminary data (including WCAS).
Aug 26-Oct 25:	School teams review and analyze data, then set priorities.
By Sep 10:	Principals receive updated SIP with finalized data released from state.
Nov1:	School Improvement Plans due.

SCHOOL OVERVIEW

Description: Each school provides a current narrative description of the school, including information regarding geographic location, feeder pattern, history, programs and unique characteristics.

Mission Statement: The school's mission statement is included.

Demographics: Three years of demographic data are pre-populated.

STUDENT DATA

Three years of academic and attendance data are pre-populated, including the most recent data from the Washington School Improvement Framework.

Each school engages in a comprehensive data analysis to establish school priorities. Additional data sources are accessed in this process and may include overall data provided in School Improvement Plans, Power BI Reports and Analysis, Claim level data for Smarter Balanced Assessments, Exclusionary discipline, AP course and exams, Post-secondary enrollment, Nine Characteristics Survey Data, Online Reporting System Target Data, Panorama School Reports (elementary school) and PSAT Instructional Reports (high school.)

CONTINUOUS IMPROVEMENT PRIORITIES

Each school determines four priorities for the School Improvement Plan:

Priority #1 is an academic priority.

Priority #2 is an academic priority.

Priority #3 is a non-academic priority

Priority #4 is a priority related to one of the Nine Characteristics of Effective Schools.

For each priority, the following table is completed:

Priority # __	
Priority Area	<p>For Priority #1 and Priority #2, the Area is selected from the following choices:</p> <ul style="list-style-type: none"> English Language Arts/Literacy Mathematics Science Technical and College Pathways <p>For Priority #3, the Area is selected from the following choices:</p> <ul style="list-style-type: none"> Attendance Behavior Family Engagement Social Emotional <p>For Priority #4, the Area is selected from the following choices:</p> <ul style="list-style-type: none"> Clear and Shared Focus High Standards and Expectations for All Students Effective School Leadership High Levels of Collaboration and Communication Curriculum, Instruction and Assessment Alignment Frequent Monitoring of Learning and Teaching Focused Professional Development Supportive Learning Environment High Levels of Family and Community Involvement
Focus Area	A short phrase or statement is provided to describe the area of focus in more detail.
Focus Grade Level(s)	The target grade and/or grade span is identified.
Desired Outcome	The desired outcome is written as a SMART goal (Specific, Measurable, Achievable, Realistic, Timely).
Alignment with District Strategic Initiatives	<p>Each priority is aligned with an initiative in the strategic plan:</p> <ul style="list-style-type: none"> Culturally Responsive Teaching Multi-Tiered Systems of Support (Behavioral, Social and Emotional) MTSS-B School Equity Teams Security and Emergency Preparedness Cyber-Safety Activities and Athletics Culturally Responsive Family Engagement

	<ul style="list-style-type: none"> • Strategic Partnerships • Family and Community Feedback Processes • Workforce Diversity • Recruitment and Retention • Professional Learning • Fiscal Responsibility
Data and Rationale Supporting Focus Area	A short narrative explains the data that led to the selection of this area as a priority.
Strategy to Address Priority	The actions that will be taken as part of the strategy to address this priority are outlined. For each action, specific measure(s) are defined that will be used to measure the fidelity of implementation.
Timeline for Focus	A timeline is identified by season (Fall, Winter, Spring, Summer) and year. The timeline for a priority focus can be one year or multiple years.
Method(s) to Monitor Progress	The measure(s) that will be used to monitor progress towards the desired outcome are identified.

TECHNOLOGY INTEGRATION PLAN

The Washington Basic Education Act requires schools to “integrate technology literacy and fluency” in their curriculum. The updated K-12 Educational Technology Learning Standards emphasize the ways technology can be used to amplify and transform learning and teaching. The LWSD Technology Integration Facilitator Program (TIF) and Building Instructional Technology Plan (BIT) provide the structure and funding to support this requirement.

The goals of the TIF program are to support teachers in effectively:

- Integrating the use of core instructional technologies within teaching and learning.
- Utilizing digital tools to enhance the learning process for all students in all classrooms.
- Understanding and applying the Educational Technology Learning Standards across content areas.
- Embedding digital citizenship and media literacy within instruction.

Building administrators work with their Technology Integration Facilitator (TIF) to identify needs based on the TIF program goals and develop the school-specific BIT Plan to meet those needs. Beginning and end of year survey data informs the personalization of individual school plans.

School staff collaborate to review survey data, strategic implementations and OSPI requirements and to identify at least two areas of focus. Each school must focus on Digital Citizenship and at least one additional area:

- Digital Citizenship
- Integrating core instructional technologies
- Utilizing digital tools to enhance learning
- Applying Educational Technology Learning Standards
- Embedding digital citizenship and media literacy

STATE ASSESSMENT PARTICIPATION

The Every Student Succeeds Act (ESSA) requires that all schools meet at least a 95% participation rate for state assessments for all students as well as each subgroup. Schools that fall below this threshold in any group must include goals and actions the school will take to ensure 95% of students participate. The latest participation rate that has been published by OSPI for the school was for state testing in spring 2018. In this section, each school's SIP plan indicates whether or not the participation rate was met for ELA and mathematics.

Strategies the school is using to meet participation requirements include:

- Common language on the importance of state testing is used by all schools in the district.
- Staff receive training on the administration of state assessments, including the use of supports and accommodations to ensure all students have an equal opportunity to demonstrate learning.
- Make-up testing is provided for students that miss the school's date.
- Test completion lists are monitored by both school testing coordinators and district personnel.
- The district is using the recommended refusal procedures and form developed by the Washington Educational Research Association.

COMMUNITY ENGAGEMENT PLAN

As a district of doers, learners, and believers, our "why" drives us. We do this all-important work because we want all of our students to have equitable and quality experiences in the Lake Washington School District in order to ensure that they get to choose their futures instead of their circumstances choosing them. Research has consistently shown that family and community engagement is key to increasing the academic success and positive connections that students have at school, especially students from groups that are demographically under-represented or those historically marginalized. Therefore, it is imperative that we consistently plan and implement strategies to engage our families and school communities in authentic and culturally appropriate approaches.

To ensure that families have the support that they need to assist their children, OSPI requires that school districts have a family engagement policy in place that applies to all families.

School needs and priority areas are determined by:

- Gathering and collecting parent/family feedback in various forms, such as surveys, comment boxes, emails, and face-to-face conversations (e.g. parent-teacher conferences and school outreach events).
- Using parent/family feedback periodically to make recommendations or updates to the school community and family engagement plan.
- Documenting Title 1 schools parent/family engagement activities. Types of documentation includes sign-in sheets from workshops, meetings, and conferences; meeting notes; school activity schedules; training and informational materials; and newsletter and brochures.
- Planning for inclusivity, such as developing communications and outreach in multiple languages, flexibility in the timing and location of events, the types of food served, and providing alternative spaces to support the needs of students and families (e.g. free daycare and sensory-friendly spaces during crowded or loud events).
- The school's building equity team provides input and support in this work.

Each school identifies action steps and associated timelines for strategies to both engage students, families, parents and community members in the development of the SIP and to inform students, families, parents and community members about the SIP.

DONATIONS

February 24, 2020

SITUATION

Individuals and/or groups periodically desire to make monetary donations to the school district. Monetary donations which exceed \$1,000 are submitted for board approval. Following is a list of those requests for the time period including the individual or group making the request, the amount of donation and the purpose for which the funds are to be used.

<u>From</u>	<u>Amount</u>	<u>Purpose</u>
A. G. Bell PTSA to Bell Elementary	\$8,000.00	To support field trips.
Ella Baker PTSA to Ella Baker Elementary School	\$5,113.00	To provide stipends for choir and outdoor education (\$4,113.00) and support professional development (\$1,000.00).
Peter Kirk Elementary PTSA to Kirk Elementary School	\$16,000.00	To purchase garden beds.
Horace Mann Elementary PTA to Mann Elementary School	\$3,799.75	To purchase site licensing for Accelerated Reader, Star Reading, Brain Pop, and Raz Kids.
Rosa Parks PTSA to Rosa Parks Elementary School	\$12,466.15	To provide stipend for choir (\$2,466.15) and support artist in residence (\$10,000.00).
Samantha Smith PTSA to Smith Elementary School	\$1,537.49	To purchase library books.
H.D. Thoreau Elementary PTA to Thoreau Elementary School	\$1,150.00	To purchase audio equipment (speakers and cabling).
Inglewood Middle School PTSA to Inglewood Middle School	\$2,039.36	To purchase cameras and supplies.
EHS Wrestling Booster Club to Eastlake High School	\$2,653.50	To provide stipend for wrestling coach.
Sammamish Kiwanis Foundation to Eastlake High School	\$1,300.00	To support Key Club.
TOTAL	\$54,059.25	

RECOMMENDATION

The Board of Directors accepts the donations as identified at the February 24, 2020 board meeting.

REDIRECTING BOND PROCEEDS AND MATCHING FUNDS
RESOLUTION NO. 2283

February 24, 2020

SITUATION

In January 2016, the board passed Resolution No. 2205 authorizing a special election on April 26, 2016 in order to propose the issuance of general obligation bonds in the amount of \$398 million. The bonds were to be used to complete the first phase of projects recommended by the 2014 Long-Term Facility Task Force. The projects included two new elementary schools; one new middle school; rebuilding and enlarging Juanita High School, Kirk Elementary School, and Mead Elementary School; replace Explorer Community School; and remodel Old Redmond Schoolhouse for preschool. The bond election passed, and the district proceeded to sell \$398 million of the bonds over the next three years to complete the projects.

Six of eight school projects have opened, with the remaining projects to be opened Fall 2020. The district currently estimates that project revenues including bond proceeds, state construction assistance funds (SCAP), impact fees and interest earnings will exceed the cost of completed projects by approximately \$10 million.

Since the 2016 bond was passed, the district also passed a 2019 six-year Capital Projects Levy to address critical capacity needs by providing additions to five schools and district-wide safety and security upgrades. These projects are being funded with the Capital Levy proceeds as well as remaining 2006 bonds and SCAP funds. The 2006 bonds were repurposed in October 2014 and May 2019 for these additions and other capacity projects.

The district currently has multiple revenue sources that are being used to complete capital construction and capacity projects: 2006 Bonds and SCAP funds; 2016 Bonds and SCAP Funds; and the 2019 Capital Projects Six-Year Levy. Revenues from these sources are being received over different time periods and expenditures for construction projects are ongoing and overlapping.

District bond legal counsel recommends that the 2016 Bond and SCAP funds be repurposed in the same manner as the 2006 funds so that all revenue sources can be used for all projects that have been approved and for similar capital purposes. This allows funds to be used on any approved bond and levy project; allows estimated remaining funds to be used for other approved capital projects and allows the same use as the 2006 bonds.

In order to redirect bond funds and state matching funds for additional purposes, it is necessary for the board to hold a public hearing and adopt a resolution modifying the original bond resolution. A public hearing was held at the February 10, 2020 board meeting. The proposed resolution is attached.

Redirecting Bond Proceeds and Matching Funds
Resolution No. 2283
February 24, 2020

The resolution authorizes the bond proceeds and SCAP funds to be redirected so that they also may be used for additional capital construction projects to serve the district's growing enrollment. These include facility additions; district-wide upgrades to building safety and security measures; and other capacity projects including portables, upgrades to classrooms, future bond planning, internal building modifications and property acquisition.

RECOMMENDATION

The Board of Directors adopt Resolution No. 2283 redirecting of bond proceeds and matching funds as presented.

RESOLUTION NO. 2283

A RESOLUTION of the Board of Directors of Lake Washington School District No. 414, King County, Washington, to redirect the use of bond proceeds and matching funds received by the District.

WHEREAS, the Board of Directors (the “Board”) of Lake Washington School District No. 414, King County, Washington (the “District”) adopted Resolution No. 2205 on January 25, 2016, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the District at a special election held on April 26, 2016, of a proposition for the issuance of its general obligation bonds in the principal amounts of \$398,000,000 (“Proposition No. 1”); and

WHEREAS, at the election held in the District on April 26, 2016, the number and proportion of the qualified electors of the District required by law for the adoption thereof voted in favor of Proposition No. 1 authorizing the issuance of \$398,000,000 in unlimited tax general obligation bonds proposed by Resolution No. 2205; and

WHEREAS, at the time of adoption of Resolution No. 2205, the District anticipated receiving \$21,000,000 in state matching funds for the projects authorized by Resolution No. 2205 (the “2016 Authorized Projects”); and

WHEREAS, the District currently estimates that project revenues including bond proceeds, state matching funds, impact fees and interest earnings will exceed the cost of the 2016 Authorized Projects by approximately \$10,000,000; and

WHEREAS, additional teaching facilities of the District require improvement as previously described and authorized in Resolution No. 1969, as amended (the “2006 Authorized Projects”) and Resolution No. 2259 (the “2019 Capital Levy Projects”); and

WHEREAS, in order to provide explicit direction and consolidation of the 2016 Authorized Projects, the 2006 Authorized Projects and the 2019 Capital Levy Projects, this amendment is being approved by the Board; and

WHEREAS, state law provides the Board with the authority to redirect bond funds and matching funds originally received to other purposes; and

WHEREAS, the Board has held a public hearing on the proposed redirection of certain bond proceeds and matching funds as required under RCW 28A.530.020 on February 10, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE WASHINGTON SCHOOL DISTRICT NO. 414, KING COUNTY, WASHINGTON, as follows:

Section 1. Amendment of Resolution No. 2205. The Board having held the hearing required by RCW 28A.530.020, regarding the proposed use of unexpended bond proceeds and matching funds, hereby finds that it is in the best interests of the District to further amend Resolution No. 2205, in order to provide for the expenditure of unspent bond proceeds and available matching funds. Accordingly, the first paragraph of Section 2 of Resolution No. 2205, is hereby further amended to read as follows (additions are underscored, and deletions are stricken through):

Section 2. Capital Improvements. The District shall make the following capital improvements (the “Improvements”):

- Acquire, construct and equip two new elementary schools;
- Acquire, construct and equip a new middle school or equivalent space;
- Rebuild and enlarge (including equipping) Juanita High School;
- Rebuild and enlarge (including equipping) Kirk Elementary School;

- Rebuild and enlarge (including equipping) Mead Elementary School;
- Remodel, upgrade and equip Old Redmond Schoolhouse for preschool;
- Replace and equip portables/modular classrooms for Explorer Elementary

School; and

- Other capital projects to provide spaces for special education programs and modifications to educational facilities to comply with Title IX of the United States Education Amendments of 1972 (relating to equal educational opportunities) and/or the Americans with Disabilities Act of 1990 (ADA);

- Acquire and equip portables/modular classrooms as needed to accommodate student population increases;

- Remodel, upgrade and equip classrooms as necessary for improvements to instructional programs;

- Provide for required bond planning and architect predesign;

- Interior building modifications to increase space utilization;

- Provide for District-wide upgrades to building safety and security measures;

- Acquire property for future expansion; and

- Construct and equip additions to facilities.

Section 2. Confirmation of Resolution No. 2205. Resolution No. 2205, as amended by this amendatory resolution, is hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Lake Washington School District No. 414, King County, Washington, at a regular meeting held on February 24, 2020.

LAKE WASHINGTON SCHOOL DISTRICT
NO. 414, KING COUNTY, WASHINGTON

By _____

Board of Directors

ATTEST:

Secretary, Board of Directors

CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of Lake Washington School District No. 414, King County, Washington (the “District”), and keeper of the records of the Board of Directors (the “Board”), DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2283 of the Board (herein called the “Resolution”), duly adopted at a regular meeting thereof held on the 24th day of February, 2020.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of February, 2020.

Secretary, Board of Directors

APPROVAL OF MONITORING REPORT
OE-2, EMERGENCY SUPERINTENDENT SUCCESSION

February 24, 2020

The Board's Governance Policies call for the monitoring of each policy based on the annual calendar in GC-6, Annual Work Plan. OE-2, Emergency Superintendent Succession, is now being presented for approval.

It should be noted that this is being submitted in accordance with the newly revised board policy governance process. Operational Expectations (OE) were formerly known as Executive Limitations (EL).

RECOMMENDATION

The Board of Directors approves the monitoring report for OE-2, Emergency Superintendent Succession, to the Board, as presented.

OE-2: Emergency Superintendent Succession

To protect the Board in the event of sudden and unexpected loss of Superintendent services, the Superintendent shall designate at least one other executive staff member who is familiar with the Board's governance process and issues of current concern and is capable of assuming Superintendent responsibilities on an emergency basis.

Superintendent Interpretation:

- **Executive staff:** a member of the District's Cabinet.
- **Familiar with the Board's governance process:** the interim knows how the Board governs and gives direction to the District through policy and well-defined agendas
- **Issues of current concern:** the interim designee knows and understands matters before the Board for consideration and possible adjudication
- The term "**emergency basis**": a period of time when the Superintendent is not available by any means and a decision that normally falls within the Superintendent's purview must be made to ensure:
 - the safety and welfare of students and/or District personnel, or
 - the ability to take reasonable action would result in the District's interests being substantially damaged, if not allowed to proceed.

Indicator of Compliance:

- The Superintendent, with input from Cabinet members, develops and presents to the Board a written succession plan that designates the progression of leadership for the Superintendent on an emergency basis.

Evidence of Compliance:

In Compliance

X

Not In Compliance

The 2019-20 LWSD Emergency Succession Plan is presented to the Board of Directors and posted for access by the Cabinet, Assistant to the Superintendent, and Board of Education. (See attachment, Emergency Superintendent Succession Plan).

Board Findings:

In Compliance

Not In Compliance

Lake Washington School District Emergency Superintendent Succession Plan
Presented as Evidence of Operational Expectation – 2, Emergency Superintendent Succession
For the Duration of the 2019-2020 School Year

Lake Washington School District

Policy Type: Operational Expectation – 2, Emergency Superintendent Succession

Board Review Date: February 24, 2020

Board Approval Date: _____

Expectation:

To protect the Board in the event of sudden and unexpected loss of Superintendent services, the Superintendent shall designate at least one other executive staff member who is familiar with the Board's governance process and issues of current concern and is capable of assuming Superintendent responsibilities on an emergency basis.

Superintendent's Interpretation:

- **Executive staff:** a member of the District's Cabinet.
- **Familiar with the Board's governance process:** the interim knows how the Board governs and gives direction to the District through policy and well-defined agendas
- **Issues of current concern:** the interim designee knows and understands matters before the Board for consideration and possible adjudication
- The term "**emergency basis**": a period of time when the Superintendent is not available by any means and a decision that normally falls within the Superintendent's purview must be made to ensure:
 - the safety and welfare of students and/or District personnel, or the ability to take reasonable action would result in the District's interests being substantially damaged, if not allowed to proceed.

As indicated in Policy OE-2, I now assure the Board that the individuals named in the Emergency Succession Plan are prepared to assume the duties of the Superintendent based on the following criteria:

1. Understanding of Lake Washington School District policies and procedures
2. Understanding of District departments and ongoing work of the District and District Strategic Plan initiatives
3. Understanding of Lake Washington School District emergency preparedness practices
4. Established relationships with Board of Directors, LWSD leaders, administrators, and staff
5. Experience in working with media, other regional school districts, and area community leaders

The Superintendent's emergency successor possesses the knowledge and skills necessary to provide substantive leadership for the district organization until an interim superintendent or permanent replacement has been secured. I have instructed the entire Cabinet and Central Leadership Team (CLT) members on the action steps and expectations in the event of emergency succession.

**Lake Washington School District Emergency Superintendent Succession Plan
Presented as Evidence of Operational Expectation – 2, Emergency Superintendent Succession
For the Duration of the 2019-2020 School Year**

Emergency Superintendent Succession Plan 2019-2020 School Year

The Superintendent will engage in ongoing preparation of all executive staff members who are able to smoothly lead and operate the Lake Washington School District on an emergency basis, giving the Board time to install an interim or permanent replacement for the superintendent's position. Those individuals will gather information, consult with and seek support from the other cabinet members, and members of the larger District Leadership Team as needed.

Order of Emergency Successors

- Dr. Jon Holmen, Deputy Superintendent
- Barbara Posthumus, Associate Superintendent for Business and Support Services
- Mike Van Orden, Associate Superintendent for Teaching and Learning Services
- Matt Gillingham, Associate Superintendent for Student and Community Services

Succession Beyond Cabinet Members

If members of the Cabinet are unable to assume an emergency appointment as acting Superintendent, the following Directors shall be temporarily appointed to act as a Leadership Team until the Board has time to install an interim or permanent replacement for the Superintendent. This will allow key leaders that cover the large areas of oversight to act as a Leadership Team to manage the operations of the District:

- Dale Cote – Level Director
- Sue Anne Sullivan – Level Director
- Rick Burden – Level Director
- Matt Livingston – Level Director
- Shannon Parthemer – Director of Communications
- Brian Buck – Director of Support Services
- Chris Brenengen – Director of Business Services

Lake Washington School District Emergency Superintendent Succession Plan
Presented as Evidence of Operational Expectation – 2, Emergency Superintendent Succession
For the Duration of the 2019-2020 School Year

Action Plan

The following steps shall be followed for an immediate response to the situation to establish leadership and provide immediate communication.

Action Steps	Person Responsible
1. Notify the Board President by the most available form of communication at the earliest possible time (cell phone, e-mail, text).	Jon Holmen
2. The Board President notifies the Board of Directors. If the Board President is not immediately available to notify other Directors, the Vice President shall continue the notification process.	Siri Bliesner – Board President Mark Stuart – Board Vice President
3. Convene a special meeting of the Board as per Operational Governance Policy (OGP-03), Board Meetings, to review the action plan; post the agenda on the website 24 hours in advance of the meeting to review, confirm or amend, and approve an Emergency Succession Plan.	Siri Bliesner - Board President Jon Holmen Shannon Parthemer Diane Jenkins
4. Shannon Parthemer develops district communication plan and order of media release and notification.	Shannon Parthemer Matt Gillingham
5. Develop and implement a plan for communicating with staff and the community.	Jon Holmen Shannon Parthemer
6. Arrange for coverage of duties for appointed person.	Jon Holmen Cabinet
7. Continue the work of the Board.	Cabinet Siri Bliesner - Board President Mark Stuart - Board Vice President Diane Jenkins

Lake Washington School District Emergency Superintendent Succession Plan
Presented as Evidence of Operational Expectation – 2, Emergency Superintendent Succession
For the Duration of the 2019-2020 School Year

Superintendent's Expectations for Emergency Successor

My expectations are that Jon Holmen will work with Diane Jenkins, Executive Assistant to the Superintendent, and Sarah McEnroe, Administrative Assistant to the Deputy Superintendent, to coordinate all schedules for assuming superintendent duties. I further expect that Cabinet members, as well as other members of the Central Leadership Team, will assist with the process. Other more specific expectations for the succession team are as follows:

1. Board/Superintendent Relations

- Work as a team with Board of Directors to continue the work of the Board.
- Communicate regularly and effectively with the Board President to establish direction for the work of the Board.
- Communicate regularly and effectively with the Board and community in accordance with OE-8, Communication with and Counsel to the Board, and OE-9, Communication and Engagement with the Community.
- Comply with all District and Board Policies; maintain Coherent Governance calendar and monitoring reports.
- Follow state and Federal compliance regulations including posting meetings and following compliance with the open public meetings act.
- Develop monthly Board agenda, prepare weekly Board Briefs for Board members, and communicate on relevant topics of interest to the Board.
- Follow-through on expectations that the Board has established with the Superintendent such as visibility in schools and community and other current expectations.
- Assist the Board in establishing a procedure for securing and interim Superintendent or permanent replacement.
- Utilize the expertise and assistance of Legal Counsel for any circumstances that require consultation.

2. Leadership

- Provide leadership for administrative staff, CLT, and DLT leaders and other employees to inspire teamwork and productivity in support of the Board's Results Policies.
- Collaborate with regional school district and civic leaders.
- Be responsive to the Lake Washington School District community members, business partners, parents and patrons to strengthen the ties between schools and community.
- Model professionalism.
- Collaborate with the interim Superintendent or permanent replacement to ensure a smooth transition in leadership.

3. Strategic Planning

- Continue the Strategic Plan initiatives as identified in the Strategic Plan for 2019-2021.
- Monitor progress and be proactive in preparing others for next steps in 2020-2021.

4. Crisis Management

- If the succession of leadership involves a crisis event or sudden and unexpected loss of superintendent services, appropriate actions will be taken to care for the mental and physical well-being of District leaders when the situation is stabilized.

APPROVAL OF MONITORING REPORT
OE-8, COMMUNICATION AND COUNSEL TO THE BOARD

February 24, 2020

The Board's Governance Policies call for the monitoring of each policy based on the annual calendar in GC-6, Annual Work Plan. OE-8, Communication and Counsel to the Board, is now being presented for approval.

It should be noted that this is being submitted in accordance with the newly revised board policy governance process. Operational Expectations (OE) were formerly known as Executive Limitations (EL).

RECOMMENDATION

The Board of Directors approves the monitoring report for OE-8, Communication with and Counsel to the Board, as presented.

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-8 Communication with and Counsel to the Board

<input type="checkbox"/>	Reasonable Interpretation and Indicators (RI)	<u>Feb. 24, 2020</u>	Date
<input checked="" type="checkbox"/>	Monitoring Report	_____	Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-8, Communication with and Counsel to the Board, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

_____ Has reasonably interpreted the Board's values

☒ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary: This monitoring report summarizes the evidence from the 2018-19 school year to the present monitoring report date and supports the operational expectations for keeping the Board equipped for their service development, knowledge of District business, context and responses for community issues and opportunities, and timely information related to Board decisions. The monitoring report reflects compliance in all areas.

Signed: 
Superintendent

Date: February 24, 2020

BOARD ACTION:

With respect to Operational Expectations Policy, OE-8, Communication with and Counsel to the Board, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____
Board President

Date: _____

OE-8: COMMUNICATION WITH AND COUNSEL TO THE BOARD

The Superintendent shall assure that the Board is fully supported and adequately informed about matters relating to Board work and significant District concern.

Superintendent Interpretation:

I interpret “fully supported and adequately informed” to mean that the School Board will be notified in advance, whenever possible, of “matters relating to Board work” including trends, facts and best practice, budget matters, internal and external viewpoints related to Board decisions, and anticipated noncompliance with any Operational Expectations policy or anticipated failure to achieve reasonable progress on Results Policies, or administrative actions that require Board approval.

Information from the Superintendent will indicate if a Board vote is necessary. I interpret “significant District concern” to include information that receives broad media coverage or information that could be detrimental to the District.

The Superintendent will:

8.1 Submit required monitoring data (see policy *B/SR-5–Monitoring Superintendent Performance*) in a thorough, accurate and understandable fashion, according to the Board’s annual work plan schedule, and including both Superintendent interpretations and relevant data to document compliance or reasonable progress.

Superintendent Interpretation:

The Superintendent will determine a template for submitting written monitoring reports that ensures these reports are accurate, thorough, and understandable for their review.

This template will include a Superintendent interpretation of each policy and relevant evidence to show that the District has made reasonable progress on results and compliance/non-compliance on operational expectations.

The Superintendent will submit monitoring reports to the Board for review and action based on a schedule that the Board approves.

Indicator of Compliance:

- Board work plan schedule with monitoring dates and resulting Board action.

Evidence of Compliance:

In Compliance X	Not In Compliance
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- The template for the monitoring reports has been established and reviewed by the Board through the approval of the Reasonable Interpretation and Indicators process and is now used for the formal monitoring reports.
- The Board reviewed the annual workplan in August 2019 and an updated annual workplan in January 2020. The annual workplan provides information about the policy review and monitoring cycle.
- The annual work plan was moved to a shared calendar in Outlook to provide more flexibility and visibility to real-time calendar information.

Next Steps: The Superintendent and Cabinet will continue to work with the Board to finalize a web-based solution that serves as a platform for all Board business, including document storage, agenda formation and use, shared calendar, and video capability.

Board Findings:

In Compliance	Not In Compliance
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The Superintendent will:

8.2 Advise the Board, in a timely manner, about trends, facts and other information relevant to the District and Board's work, especially legal findings and regulatory directives and other matters that pose significant risk.

Superintendent Interpretation:

I interpret "timely manner" to mean that Board members are informed before other stakeholder groups whenever possible, and the Board is updated prior to the announcement of a decision.

I interpret "information about trends, facts" to include educational research and perceptual and achievement data.

I interpret "other information relevant to the Board's work" to include information, within reason, that helps the Board to carry out their designated duties.

I interpret "significant risk" to mean those matters that may result in significant media coverage, financial loss, harm to the District's image, or change in policy and practice that disrupts the operation of the District.

Indicator of Compliance:

- The Board receives regular updates on weekly activities through Board Briefs.
- The Board receives timely updates related to situational events via e-mail and phone calls.
- The Board receives summative information for District projects and initiatives that require a Board decision (i.e., budget, enrollment, demographic, projected impact).
- Board meeting presentations contain useful data and information to provide ongoing updates related to District programs and initiatives.

Evidence of Compliance:

In Compliance	Not In Compliance
X	

- The Board receives Board Briefs each Thursday with information from the Superintendent and other District administrators.
- Information in Board Briefs includes:
 - District strategic work and initiatives
 - Answers to questions posed by Board members
 - Upcoming events and Board development opportunities
- The Board received e-mail and phone call updates regarding issues related to: personnel; contract negotiations; potential or actual media coverage; legal matter; legislative session information, talking points on topics of interest/concern; crisis events; and school closures.
- The Board received information through Study Sessions during the last calendar year focused on: Summer Athletics, Early Childhood Education, K-5 Science Adoptions, School Start Time, Budget Planning, Facilities Planning, Results Policies, Enrollment and Projections, Organizational Expectation Policies, and Graduation Pathways.
- The Board received information through Board meeting presentations focused on: Strategic Plan Goals, Academic Achievement, 2016 Bond Projects, Inclement Weather Preparations, Professional Learning, Health Services, Information & Communication Technology, STEM Efforts, College and Career Readiness/CTE, Accelerated Programs, Budget Planning, Student Discipline, Equity and Culturally Responsive Teaching, Enrollment, Transportation, and Graduation Requirements.
- Board meeting agendas were structured to include regular updates on District Strategic Plan initiatives.

Board Findings:

In Compliance	Not In Compliance

The Superintendent will:

8.3 Inform the Board of significant transfers of money within funds or other changes substantially affecting the District's financial condition.

Superintendent Interpretation:

I interpret "significant transfers of money within funds" to mean that I will notify the Board of a decrease or increase in specific revenues or expenditures or change in fund balance that exceed 2% of the total established revenue budget amount.

Indicator of Compliance:

- The Adopted Budget discloses estimated revenues and expenditures and any planned use of fund balance.
- Monthly financial reports indicate any deviations from planned fund balances and reserves.
- The Year-End Financial reports indicate actual revenues and expenditures and use of fund balance.

Evidence of Compliance:

In Compliance

Not In Compliance

X

- The District has transferred funds from the Capital Projects Fund to the General fund according to the budget plan that was adopted by the Board.
- No other changes have occurred that have substantially affected the District's financial condition.
- The Board receives monthly financial statements for approval at regularly scheduled Board meetings.

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.4 Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.

Superintendent Interpretation:

I interpret "adequate information" to mean a reasonable amount of opinions and expert advice to support decision making.

I interpret "variety of internal and external viewpoints" to mean that Superintendent will provide the Board with input from multiple perspectives and opinions on Board decisions when requested by the Board or when deemed reasonable by the administration. The input will come from stakeholders and represent the views from subgroups as appropriate.

Indicator of Compliance:

- Indicators will be aligned to specific decisions, and may be in the form of reports, presentations, survey results, or other summary information documents.

Evidence of Compliance:

In Compliance

Not In Compliance

X

- The Board received legal guidance related to matters covered by the Open Public Meetings Act
- The Board received relevant information related to the 2020 Legislative Platform prior to approval and adoption.
- The District used a community forum process to establish priorities that informed the process to update the current District Strategic Plan.

Continuous Improvement Process Plans:

- February 11, 2019: The Board received the Continuous Improvement Plans for approval. All data associated with the CIPs was provided prior to the Board meeting and available for discussion as required by the Board.

K-5 Curriculum Adoption:

- March 4, 2019: The Board received information in Study Session regarding progress made on K-5 Science adoption. Information was presented about the cycle for curriculum adoption; composition of the K-5 Science committee; specific information about the curricula; next steps to finalize the recommendation.
- May 6, 2019: The Board received information in a Board meeting regarding the recommendation for K-5 Science curriculum adoption. The Board took action on the recommendation.

Budget:

- May 20, 2019: The Board received information about budget planning process during a study session.
- June 10, 2019: The Board received preliminary budget information during a study session with an emphasis on the connections between budget and strategic work.
- June 24, 2019: The Board received information during a Board meeting about Budget Policies, Process & Timeline, Overview of all Funds, General Fund Revenues & Expenditures, and Strategic Work and Resource Alignment and Next Steps.
- August 12, 2019: The Board received the final budget presentation and held a public hearing.
- August 26, 2019: The Board took final action on the 2019-20 budget.

Graduation Requirements:

- November 4, 2019: The Board received information during a study session on updated graduation pathway requirements and need for updated graduation policy.
- November 18, 2019: The Board received information during a Board meeting on updated graduation pathway requirements and the updates to graduation policy.
- December 9, 2019: The Board received final information about updated graduation pathways and the state's continued rule making. The Board took action on adopting new graduation requirements.

Board Findings:

In Compliance	Not In Compliance

The Superintendent will:**8.5 Inform the Board of anticipated significant media coverage.****Superintendent Interpretation:**

I interpret "significant media coverage" to mean stories or events that are likely to be reported in the local, state or national media that have a positive or negative impact on the District or are likely to create substantial stakeholder interest.

Indicator of Compliance:

- Updates via email/phone calls alerting the Board regarding potential or actual media coverage.
- Updates via email/phone calls alerting the Board about significant incidents and events.

Evidence of Compliance:

In Compliance	Not In Compliance
X	

The Board received information on the following topics:

- Press releases
- Immunization Information
- Coronavirus

- Mediation/Bargaining Updates
- Bullying at Rosa Parks Elementary
- Fentanyl Overdoses in ISD
- Start of the School Year – Jane interview
- Student Walkouts
- Media coverage related to specific events or topics
- Student/school specific incidents
- Weather closures
- Personnel Changes
- Transportation Issues

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.6 Inform the Board, the Board President or individual members if, in the Superintendent's opinion, the Board or individual members have encroached into areas of responsibility assigned to the Superintendent or if the Board or its members are non-compliant with any *Governance Culture or Board/Superintendent Relations* policies.

Superintendent Interpretation:

If a Board member is perceived to be operating in a manner that is outside of the expectations established in the Board Governing Policies, the Superintendent will bring this to the attention of the Board member and the Board president. If the concern persists, the Board member violation will be handled in accordance with established Board policy – GC-9, Process for Addressing Board Member Violations.

Indicator of Compliance:

- Notifications of non-compliance are submitted to the Board President.

Evidence of Compliance:

In Compliance

X

Not In Compliance

Matters of concern have been brought to the attention of the Board President or addressed with individual members or through phone calls or in-person conversations.

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.7 Present information in simple and concise form, indicating clearly whether the information is incidental, intended for decision preparation, or for formal monitoring.

Superintendent Interpretation:

I interpret this to mean that Board members appreciate information in a format that simplifies, rather than complicates their decision-making.

I interpret that incidental information is meant to keep Board members in the loop or knowledgeable about the District or informed on a specific item for situational context.

I interpret that information intended for decision preparation means information needed to inform a decision on an action item in either the consent or Board action agenda.

I interpret information for formal monitoring means the data or narrative used to support a decision regarding compliance with policies being monitored.		
Indicator of Compliance: <ul style="list-style-type: none"> Board packet information will clearly indicate the role the Board is asked to take related to information presented to the Board at a Board meeting. Information presented to the Board will clearly identify whether the Board should use the information as information only or information related to a formal Board monitoring report or Board action on an agenda item. Information presented to the Board will be in a format that provides the greatest amount of clarity for understanding with appropriate context and supporting information. 		
Evidence of Compliance:	In Compliance X	Not In Compliance
<ul style="list-style-type: none"> Board packets are provided to each Board member on Fridays to be fully prepared for Board meetings on Monday. Study session and Board presentations identify when the Board will be making a decision, key questions for consideration, and recommendations. The Board receives information using data views and presentation formats that provides clarity and allow for additional questions and follow up information. The agenda review process was revised to include the Board vice president and full Cabinet to build capacity and ensure that information was complete and clear in preparation for the Board meeting. 		
Next Steps: The Superintendent will work collaboratively with the Board to determine if any revisions to the Board agenda template are needed to further enhance the Board meeting information.		
Board Findings:	In Compliance	Not In Compliance

The Superintendent will: 8.8 Treat all members impartially and assure that all members have equal access to information.		
Superintendent Interpretation: I interpret this to mean that the Superintendent will give Board members the same information related to Board work, using the same delivery system within the same timeframe. I also interpret this to mean that the Superintendent will ensure all Board members receive timely information related to emergencies or significant events which may include having the Board President assist with timely communication.		
Indicator of Compliance: <ul style="list-style-type: none"> Email updates will be sent to all Board members. Phone calls will be made to all Board members when needed. Weekly information is sent in the form of Board Briefs. Board members have access to all Board meeting materials in preparation for regular and special Board meetings. 		
Evidence of Compliance:	In Compliance X	Not In Compliance
<ul style="list-style-type: none"> The Superintendent consistently apprises all Board members using e-mail, phone calls, or other appropriate communication methods. Board Briefs are sent to all Board members using a single email. Board meeting materials are provided via electronic copy or hard copy as requested by each Board member. 		

- All Board members receive relevant information that may come from an individual Board member's question to provide context and talking points.
- The Superintendent has regular one-on-one meetings with each Board member.
- Information is provided through Board Briefs regarding community events and Board development opportunities.
- The Superintendent uses limited text messages to provide up-to-date information on matters that are of an urgent nature.

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.9 Work with the Board as a whole except when:

- Fulfilling individual requests for information or counsel, provided such requests are not disruptive or do not require an inordinate amount of staff time or resources;**
- Working with officers or committees duly charged by the Board; or**
- Communicating with the president.**

Superintendent Interpretation:

I interpret this to mean that the Superintendent will view the Board as one governing body and as such will view all members as equal partners in the work of the Board.

I interpret "work" to mean the ongoing activities that allow Board members to fulfill the duties of their elected position in collaboration with the Superintendent as defined by Board policy.

Indicator of Compliance:

- Board members receive information through email and web access.
- Board members meet regularly with the Superintendent to discuss matters related to Board service.

Evidence of Compliance:

In Compliance

X

Not In Compliance

- The Superintendent consistently appraises all Board members using e-mail, phone calls, or other appropriate communication methods.
- Board Briefs are sent to all Board members using a single email.
- Board meeting materials are provided via electronic copy or hard copy as requested by each Board member.
- The Superintendent meets regularly with the Board President.
- The Superintendent has regular one-on-one meetings with each Board member.
- The Superintendent and Cabinet members meet with the Board President and Vice-President for agenda planning and review.
- Board Meeting and Study Session schedule was revised for to provide consistent meeting times for Board information and development.
- All Board members have equal access to the District's data dashboard.
- The Superintendent responds to individual Board member questions and copies the response to the Board President. Information is provided to the full Board when relevant.

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.10 Inform the Board in a timely manner of any actual or anticipated noncompliance with any Board *Operational Expectations* policy or any anticipated failure to achieve reasonable progress toward any *Results* policy.

Superintendent Interpretation:

I interpret this to mean that the Superintendent will notify the Board when issues arise in the organization that may lead to non-compliance with any Board Governing Policy (including any Operational Expectations), state or federal statute, or lack of progress towards any Board Results Policy. This notification may be included within a monitoring report or, in the event of no timely upcoming scheduled monitoring report, at the time the Superintendent is made aware of the issue.

Indicator of Compliance:

- Formal notifications of non-compliance presented to the Board.

Evidence of Compliance:

In Compliance

X

Not In Compliance

- There have been no notifications of noncompliance.

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.11 Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.

Superintendent Interpretation:

I interpret this to mean that when statute requires Board action on items that the Board has delegated to the Superintendent (as defined by Board/Superintendent Relationship Policies B/SR-1 through 5) and the items do not routinely appear in the Board's agenda, the Superintendent will advise the Board of the items, including that their approval is required to fulfill their legal obligation and request Board action be taken. The Superintendent will ensure that the Board has the necessary and complete information needed to act on such items.

Indicator of Compliance:

- Reports to the Board on items that require Board action.
- Resulting Board action on the items presented.

Evidence of Compliance:

In Compliance

X

Not In Compliance

- The Board received information about budget planning and preparation; K-5 Science curriculum, Continuous Improvement Process plans, Graduation requirements, staffing, contracts, and facility related items prior to taking formal action.

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:**8.12 Inform the Board in a timely manner of the administrative disposition of complaints referred to the Superintendent by the Board.****Superintendent Interpretation:**

I interpret this to mean that when a complaint is presented to the Superintendent by the Board in any forum, the Superintendent will work to resolve the complaint with the complainant and notify the Board of the administration's final disposition when determined.

Indicator of Compliance:

- Written or oral responses to questions/comments/concerns brought up at Board meetings.
- Written or oral responses to question/comments/concerns brought to the Superintendent's attention outside of Board meetings.

Evidence of Compliance:

In Compliance

X

Not In Compliance

- The Superintendent provided follow up information to the Board regarding the following topics through e-mail, Board Briefs, study sessions, and Board meetings:
 - Personnel
 - Community/parent complaints/concerns
 - Issues of noncompliance with District policy/practice
 - Misinformation about a school, school personnel, or District decision
 - Immunization Information
 - Coronavirus
 - Mediation/Bargaining Updates
 - Bullying at Rosa Parks Elementary
 - Fentanyl Overdoses in Issaquah School District
 - Start of the School Year – Jane interview
 - Student Walkouts
 - Student/school specific incidents
 - Student screener (SBIRT)
 - Student discipline matters
 - Legal matters
 - Police Involvement/Threats
 - City Incidents/Issues
 - Curriculum and Instruction/District Initiatives

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.13 Inform the Board in advance of any significant deletions of, additions to, or modifications to any instructional programs or administrative policies.

Superintendent Interpretation:

I interpret “inform the Board in advance” to mean that Board members are notified before other stakeholder groups whenever possible, and the Board is updated prior to the announcement of a decision.

If a major change is to be made by the administration related to the instructional programs, the Superintendent will notify the Board of the decision, including background and policy rationale for this decision. Major instructional changes include changes as a result of an evaluation and review process, graduation requirements, District-wide assessment, and grading systems.

Indicator of Compliance:

- Presentations to the Board on significant instructional program modifications.

Evidence of Compliance:

In Compliance

Not In Compliance

X

- The Board receives information in Board Briefs regarding changes to administrative policy.
- The Board received study session and Board meeting presentations regarding significant changes to Graduation Requirements.
- The Board received study session and Board meeting presentations on K-5 Science Curriculum adoption.

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.14 Recommend for Board approval school attendance boundaries that consider the impacts on students, families, and the community and are appropriate to the effective and efficient operation of the District

Superintendent Interpretation:

I interpret this to mean that any changes being considered that impact the currently established attendance areas will be brought to the Board for recommendation and approval with supporting information that sufficient to inform the Board and allow for Board input and action on proposed changes.

Indicator of Compliance:

- The Board will have a presentation on any proposed attendance boundary changes with information that clearly identifies the outcomes of proposed changes with impacts on students, families, and the community. The information will also clearly identify any District benefits resulting from the proposed changes.

Evidence of Compliance:

In Compliance

Not In Compliance

X

The Board did not take action on attendance boundaries during the last calendar year.

Board Findings:

In Compliance

Not In Compliance