

Agreement by and between

Lake Washington School  
District #414

Lake Washington Educational  
Support Professionals

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2019-2022

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Effective September 1, 2019 through August 31, 2022

**Lake Washington School District**

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## RECITALS

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- A. Pursuant to the Public Employees' Collective Bargaining Act of 1967, RCW 41.56, this constitutes an Agreement between the Lake Washington School District No. 414 (Employer), and the Lake Washington Educational Support Professionals/ESP/ WEA/NEA (Association).
- B. The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; and to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions.

## DEFINITIONS

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**District** - The term "District" as used in this Agreement will mean the Lake Washington School District No. 414, King County, Washington.

**Association** - The term "Association" as used in this Agreement will mean the Lake Washington Educational Support Professionals.

**Contract Year** – Unless stated otherwise in this Agreement, "contract year" refers to September 1 through August 31.

**Immediate Family** - The immediate family of the employee includes the employee's spouse or domestic partner; and parent, grandparent, sister, brother, child, and grandchild by blood, marriage, or legal adoption.

**Household** - Anyone residing in the employee's residence and considered a part of the family. The term does not include persons temporarily sharing the same residence.

**Labor/Management** - A work team comprised of representatives from the Association and the District.

## ARTICLE 1 - RECOGNITION

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### Section 1.1

The Employer recognizes the Lake Washington Educational Support Professionals ("LWESP"), an affiliate of the Washington Education Association and the National Education Association, as the exclusive representative for all regular full-time and part-time employees including those on approved leave of absence in office support, accounting/payroll, and other administrative support positions within the Lake Washington School District, except for the following positions:

- No more than fourteen (14) administrative assistants;
- Casual employees (less than thirty (30) days of employment within a twelve (12) month period);
- Student workers.

In addition to the foregoing, the District recognizes the Lake Washington Educational Support Professionals ("LWESP"), an affiliate of the Washington Education Association and the National Education Association, as the exclusive representative for substitutes, defined as all individuals employed by the District to perform bargaining unit work for more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for such employment as a substitute.

### Section 1.2

Any additional positions under consideration for exclusion, other than those listed above, would be subject to collective bargaining.

### **Section 1.3**

The Employer agrees to not use student workers or substitutes to displace bargaining unit employees.

### **Section 1.4 Substitutes**

Substitutes as defined in Section 1.1 herein shall be covered by all provisions of this Agreement except for the following:

Section 6.5 Reclassification Committee

Section 6.6

Section 7.1 Work Year, Sections 7.2, 7.3

Section 7.6 Professional Learning Days

Section 7.6.1 Professional Development Fund and 7.6.2 Mentor/Training Program

Section 8.7 Flex Day

Sections 8.8, 8.8.1 and 8.8.2 Adjusted Calendar Days

Article 9 Probation

Sections 10.1 through 10.1.5 Vacation

Section 10.2 Sick Leave for Illness, Injury and Emergency

Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6

Section 10.2.7 Attendance Incentive Program

Sections 10.3 Jury Duty Leave and 10.4 Subpoena Leave

Section 10.5 Bereavement Leave

Sections 10.6 through 10.8 Discretionary Leave, Religious Leave and Shared Leave

Sections 10.9 through 10.9.6 Temporary Disability Leave

Sections 10.13 through 10.15 Leave of Absence, Child Care Leave and Job Share

Article 12 Holidays

Section 14.1

Article 15 Ergonomics

Article 16 Assignment, Vacancies and Transfer

Article 17 Seniority

Article 18 Layoff, Recall and Separation

Article 23 Employee Evaluation

Substitutes are covered by Article 19, Grievance Procedure, but not for the purpose of challenging the District's decision to terminate or limit employment of the substitute.

The Employer will comply with state law for insurance coverage through the School Employees Benefits Board (SEBB) for substitute employees.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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### **Section 2.1**

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 are 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 subcontract work and to designate the work to be performed by the Employer or others and the places and the manner in which it is to be performed, which right shall be subject to the grievance procedure. However, prior to implementation of changes not normally subcontracted, the District shall discuss the contemplated changes with the Association. Management officials retain the right and obligation, according to Employer Board Policy, to do the following as enumerated below:

- A. Direct employees covered by this Agreement.
- B. Hire, promote, demote, assign, and retain employees of the units and to suspend, discipline, or discharge employees for just cause.
- C. Determine the method, number and classifications of personnel by which operations undertaken by employees in the units are to be conducted.

D. Discuss with the Association effecting changes in personnel practices that are of concern to employees within the units.

**Section 2.2**

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

**ARTICLE 3 - EMPLOYEE RIGHTS**

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**Section 3.1**

It is agreed that the employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join, or not to join, the Association at their discretion.

**Section 3.2**

The District prohibits unlawful discrimination against any employee or applicant for employment by reason of race; color; creed; religion; sex; age; national origin; ethnicity; marital status; sexual orientation, including gender expression or identity; honorably discharged veteran or military status; 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, or because of their membership or non-membership in the Association, or due to the employee's filing of any grievance, complaint or proceeding under this Agreement.

**Section 3.2.1 Citizenship Rights**

Employees will be entitled to full rights of citizenship. Religious or political activities of the employee and the private and personal life of the employee will not be grounds for disciplinary action unless the District shows just and sufficient cause that such activities or private and personal life are harmful to the educational program or adversely impact the performance of assigned duties.

**Section 3.3**

The Association agrees 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, the District's Affirmative Action Program. If issues arise that are inconsistent between the Agreement and the Program, such issues shall be resolved consistent with RCW 49.60 and WAC 162.18.

**Section 3.4 Personnel Files**

**Section 3.4.1**

The District shall maintain a personnel file for each employee which shall be kept in the District's Human Resources office. The administrator in charge of the Human Resources office shall determine the contents of such files. Supervisors may maintain an information, or "building," file containing material related to the employees under the supervisor's immediate supervision. All materials contained in the personnel and building files related to misconduct or performance shall be dated and signed. The employee shall have the opportunity to review and sign any derogatory material prior to its placement in the personnel and/or building file. The signature of the employee does not imply that he/she agrees with the contents of the document. If the employee declines to sign, it will be documented with a signed and dated notation on the document that the information was provided to the individual but he or she declined to sign. The employee, upon appointment, shall have the right to inspect all contents of the employee's complete personnel and building file. Upon request, a copy of the file or any individual document will be afforded the employee. The employee may attach a written statement to any document contained in the employee's personnel or building file. Grievance, investigation, and medical files, if any, shall be kept apart from an employee's personnel and building files.

**Section 3.4.2 Employee Files**

Each employee's personnel and building file will be kept confidential. Each employee's grievance, investigation, and medical file, if such exist, will be kept confidential. Only the individual employee, the employee's authorized representative, District legal counsel, and District employees who have a need to review the file as part of their job function may have access to the grievance, medical, personnel or building files.

### **Section 3.4.3 Employee Discipline**

All information forming the basis for any disciplinary action may only be considered for two consecutive school years unless such information is related to a pattern of misconduct. Upon written request of the employee such materials contained in the building and personnel files shall be destroyed after two years, along with the written request, unless such materials are required by law to be maintained.

### **Section 3.5 Complaints**

Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

### **Section 3.6 Safety**

#### **Section 3.6.1**

For safety purposes employees will not be required to remain alone in an unlocked building.

#### **Section 3.6.2**

Students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff and to other staff on a need-to-know basis as soon as the information is known.

#### **Section 3.6.3**

A secure place that locks in close proximity to the employee's workstation shall be provided for the storage of personal items. Every employee shall have adequate heat, light, water, and air to perform her/his duties effectively. The supervisor will work with the employee to resolve any concerns in conjunction with Support Services. Employees may be temporarily relocated to another worksite to provide appropriate work conditions.

#### **Section 3.6.4**

By September 15 of each school year, the supervisor or building administrator will brief and train employees on roles and responsibilities, including building emergency/crisis plans. For schools, this will include a review of existing protocols and plans for health room coverage when the school nurse and/or Health Room Office Professional is not in the school. By October 1, in the same or in a separate meeting, the school nurse and the Health Room Office Professional, along with the Office Manager, School Office Professional, and other office personnel who may be called upon to perform health room duties, will meet to review known student health care plans.

### **Section 3.7 Job Responsibilities**

At the beginning of the school year, the supervisor or principal will provide all employees with a copy of the District's job description for their respective positions. At any time, employees shall have the opportunity to meet with their administrator or designee to clarify their job responsibilities.

### **Section 3.8 Medical Issues**

#### **Section 3.8.1**

Employees shall refer any medical issues that fall outside of procedures contained in the Office Professional Reference Manual by Health Services to the nurse for resolution. The Manual will be updated annually. Revisions and updates will be discussed with the Association in advance. The Manual will be distributed by the District to all schools on an annual basis, with revisions or changes, if any, brought to the attention of employees. If no changes or revisions are made, employees will be so informed.

#### **Section 3.8.2**

Office Professionals, excluding Health Room Office Professionals, will not be required to administer medication to students if no other District employee is present.

### **Section 3.9 Department / Building Budget Meeting**

Administrators responsible for the department or building budget will distribute copies of the budget, including carryover, using a standard format, and will hold a meeting to discuss the budget with interested staff by November 15<sup>th</sup>.

### **Section 3.10 Personal Property**

The District or its insurer will reimburse the employee for loss or damage exceeding twenty-five dollars (\$25.00) but not more than two thousand five hundred dollars (\$2,500.00) to personal property caused while such employee is engaged in the maintenance of order or protection of school personnel, school property, or students. If property damage occurs in situations of authorized use of District equipment off school premises where reasonable care has been taken to protect such property, the District will be responsible for any uninsured expenses, including the insurance deductible and the replacement of the equipment.

## **ARTICLE 4 - ASSOCIATION RIGHTS**

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### **Section 4.1**

The Association shall be furnished on request all regularly and routinely prepared public information concerning the financial condition of the District including annual financial statement and adopted budget.

In addition, the Employer will grant reasonable requests for any other information which may be relevant to grievances and negotiations.

### **Section 4.2**

The Association may request the use of District facilities and equipment at reasonable times when such facilities and equipment are not in use. The Association agrees to follow prescribed District procedures for such use and to reimburse the District for any materials and supplies used.

### **Section 4.3**

Collaborative processes will be used through representation on committees (for example, labor management work team, reclassification committee, benefit advisory committee, and others) to further positive relationships between labor and management by addressing concerns/issues in a timely manner.

### **Section 4.4**

The Association may use the District mail services, employee mailboxes, technology and electronic mail in compliance with District policies and regulations for communications to employees.

### **Section 4.5**

The Association will have the use of a bulletin board in each work site for posting the Association notices. A copy of any posted notice will be supplied to the principal or supervisor.

### **Section 4.6**

The District will grant up to thirty (30) days per year to employees for the purpose of Association business. Requests providing three (3) working day's advance notice, if possible, will be approved by the Superintendent or designee. The Association will reimburse the District the cost of a substitute salary for each release day if a substitute is used.

### **Section 4.7**

The duties and/or responsibilities normally assigned to LWESP employees shall not be transferred to any agency or individual so as to reduce or replace members of the LWESP bargaining unit.

### **Section 4.8**

The Association will be provided the opportunity to meet with new employees for a minimum of thirty (30) minutes during the District's new employee orientation, or during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Association. No employee may be mandated to attend the meetings or presentations. Association access to the new employee shall occur within ninety days of the employee's start date within the bargaining unit.

### **Section 4.9**

At least ten (10) work days before each New Employee Orientation, the District shall provide the Association President, and WEA UniServ Council or designee, with a list of the names of newly hired employees and their contact information including the name, hire date, assignment, work site, number of work hours per day, number of days per year, salary schedule placement, mailing address, work and personal phone number (if available), and work and personal email address (if available) of each new hire.



Each month, the District shall provide the WEA UniServ Council or designee with updated information for all bargaining unit members regardless of union membership status including any new assignments with the employee's new hours, days, and worksite; and any resignations, retirements and approved leaves of absence with effective date for same.

## ARTICLE 5 - NO-STRIKE AND NO LOCK-OUT AGREEMENT

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### **Section 5.1**

During the term of this Agreement, the Association, its members, its officers or agents, acting individually or in concert with others, regardless of whether an unfair labor practice is alleged, will not engage in any strike, slowdown, or work stoppage against the District, and the District will not lock out any employee covered by this Agreement. If the members of the Association do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

### **Section 5.2**

If the Employer agrees that there would be immediate and real danger to the physical safety of employees by their crossing any picket line established by other labor organizations, a written agreement shall be reached between the Association and the District regarding the situation.

## ARTICLE 6 - SALARY

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### **Section 6.1**

Employees shall be paid in accordance with the salary schedule contained in Appendix A of this Agreement. Any additional state-determined inflationary adjustment will be applied to the schedule. By September 1 of each year, the employer will email notification to employees that the salary schedule has been updated and posted on the District's website and will include in the email a hyperlink to the updated salary schedule. If information from the state is delayed, impacting the District's ability to meet the September 1 deadline, the District will notify the LWESP president in advance, and the parties will set a mutually agreed upon deadline to replace the September 1 deadline for that school year.

#### **Section 6.1.1**

The District will make such deductions from the employee's total compensation as required by law.

#### **Section 6.1.2**

Upon receipt of proper authorization from an employee the District will make such deductions from the employee's total compensation and make appropriate remittance to WEA-PAC, NEA-FCPE, 403(b) plans and other District approved plans or programs.

In accordance with RCW 28A.400.250, the District shall make programs available to employees for optional, employee-purchase of tax-sheltered annuities, including Roth 403(b) plans. The District will make Roth 403(b) plan options available for employee purchase by May 1, 2020. Such programs are subject to properly-executed salary deduction agreements and any minimum employee participation requirements.

### **Section 6.2 Salary Schedule Level Movement**

Effective September 1, 2019, the District shall implement the salary schedule contained in Appendix A.

Effective September 1, 2020, the District shall increase the 2019-2020 salary schedule contained in Appendix A by two percent (2.0%), or by the state-determined inflationary adjustment for the 2020-21 school year, whichever is higher.

Effective September 1, 2021, the District shall increase the 2020-2021 salary schedule by two percent (2.0%), or by the state-determined inflationary adjustment for the 2021-2022 school year, whichever is higher.

Employees shall be placed and moved on the salary schedule based on their years of experience, according to the following increment schedule: 1-2 years, 3-4 years, 5-6 years, 7-8 years, 9-10 years, 11-14 years, 15-17 years, 18-20 years, and 21 and more years. Each employee in the LWESP bargaining unit shall receive experience increments calculated from the employee's first workday in the bargaining unit.

### **Section 6.3**

After serving thirty (30) consecutive work days in the same position in the same building or department (for example, subbing for the Office Manager at a specific elementary school, for the School Office Professional at a specific high school, or for an Administrative Professional III in the Professional Learning department) within any twelve (12) month period, the substitute will be paid the entry level wage rate for the assigned position, or the substitute rate, whichever is higher, as of the 31st consecutive day.

An employee who retires or separates service with at least three (3) years of service in the bargaining unit and is rehired as an educational support professional substitute within three (3) years of retirement or separation shall be paid at the entry level rate for salary range three (3), or the substitute rate, whichever is higher.

### **Section 6.4**

An employee who is assigned to do the work of someone of a higher classification for more than five (5) days shall be paid at the rate of the higher classification retroactive to the first day.

### **Section 6.5 Reclassification**

#### **Section 6.5.1**

When an employee's job requirements have changed within the last two (2) years to such a degree that their current responsibilities are no longer commensurate with their job classification, a review is available through the Reclassification Committee. Exception to this two-year provision is set forth in Section 6.5.2, below. Experience and additional education not required by the District, an increase in the volume of work assigned, additional duties assumed by the employee without the knowledge or approval of the employee's immediate supervisor, and personal ability shall not serve as reasons for position reclassification. Reclassification requests may be initiated by an employee, a group of employees, or the Association. Reclassification requests may only be submitted when the employee has been in the current position for one year or more. The Reclassification Committee shall be comprised of the following individuals:

- Human Resources administrator;
- Two (2) District administrative appointees;
- LWESP President or designee; and
- Two (2) LWESP appointees.

#### **Section 6.5.2**

All reclassification requests shall be submitted to the Human Resources office on the approved District form (Guide to Completing the Reclassification Review Request and the Reclassification Review Request form are at Appendix E) no earlier than November 1<sup>st</sup> and no later than February 1<sup>st</sup>. The employee must first submit the reclassification form to the employee's assigned supervisor no later than January 16. The Supervisor must review and complete the reclassification form and submit the completed form to the LWESP President or designee, Human Resources office and the employee within 15 calendar days, but no later than February 1. Failure by supervisor to meet this deadline will not invalidate employee's reclassification application request. The Committee may decide to make an exception to the two-year eligibility criteria, and timelines in Section 6.5 in unusual and compelling circumstances. Reclassification requests will include a statement(s) supporting the reasons for reclassification of the position(s). Requests shall also describe the duties of the position(s) and provide information as to how the Knowledge, Skills and Abilities applicable to the position(s) have changed, including but not limited to:

- Knowledge & Technical Skills
  - Knowledge and Technical Skills applicable to the position
- Problem Solving
  - The synthesizing of numerous variables in order to define viable solutions
  - Creativity in defining a course of action with varying amounts of supervision and assistance
- Complexity
  - The degree to which a position contains numerous tasks requiring time management skills and the ability to establish and balance priorities
  - The ability to draw upon a background of training and experience required for the position, in order to develop solutions to complex problems
  - The degree to which a position requires the direction of the work of others and corresponding responsibility for its accomplishment

- Impact on the Organization
  - The degree of impact on the organization, students and/or employees of actions taken and not taken
  - The degree of impact on the organization by public perceptions influenced by actions taken or not taken by the position
  - The degree of risk to the organization for decisions taken or not taken by the position

The reclassification packet should be no longer than ten (10) pages. Upon receipt of a reclassification request by the Human Resources office, the employee's immediate supervisor and the LWESP President shall be notified. Employees will be notified of the Reclassification Committee's decision by March 30<sup>th</sup>.

**Section 6.5.3**

The Human Resources representative will be responsible for convening one or more meetings of the reclassification committee to review reclassification requests. The first meeting of the committee will occur no later than March 1. The Committee will jointly:

- a. Review all pending reclassification requests;
- b. Review the current job descriptions for positions under review;
- c. Compare the position duties/responsibilities to the criteria in the parties' job classification system;
- d. Consider the impact within the bargaining unit and compare each of the positions under review with other LWESP positions; and
- e. Interview the requesting employee, or group of employees, as applicable, and the immediate supervisor or group of immediate supervisors, as applicable.

**Section 6.5.4**

A majority vote of the Reclassification Committee is required in order to implement a reclassification change. The decision of the Committee is final and not subject to the grievance procedure. Human Resources will notify the requesting employee(s) of the Committee's decision no later than March 30<sup>th</sup>. Reclassifications that are agreed to and result in a higher level of compensation shall be retroactive to September 1 of the contract year and reflected in the next pay period. Reclassifications granted to any position that is four (4) hours or more per day will be paid at the employee's same experience step at the new salary level. An employee whose reclassification is denied will be provided written feedback and the reasons why the request was denied. The employee may, at the employee's option, request a meeting with Human Resources and the LWESP President or designee, in lieu of written feedback.

**Section 6.6**

The District recognizes the Professional Standards Certificate as issued by the National Association of Education Office Professionals (NAEOP) Professional Standards Program (PSP), and higher education degrees, with the following provisions beyond the salary schedule:

Basic Standards Certificate	\$40.00 per month
Associate Professional Certificate	\$50.00 per month
Associate of Arts Degree	\$50.00 per month
Advanced I Certificate	\$60.00 per month
Advanced II Certificate	\$70.00 per month
Certified Professional Secretary	\$70.00 per month
Advanced III Certificate	\$80.00 per month
Bachelor's Degree	\$80.00 per month
Master's Degree	\$90.00 per month

Salary recognition will apply to the highest certificate or degree held by the employee. New employees shall receive a new hire letter explaining this contract provision. Once the District receives documentation of an above certificate or degree, recognition for payment of the PSP stipend listed above shall be the last workday of the month, in order to receive compensation in the following pay period.

If a current District employee transfers into the bargaining unit, the employee shall receive a transfer letter explaining this contract provision. Human Resources shall review the transferring employee's personnel file for any documentation that would qualify for this PSP stipend. If documentation is found, Human Resources shall notify the employee that they will be compensated in accordance with this provision. Payment shall be made on the employee's first pay warrant in the new position, effective with the employee's start date in the bargaining unit. Salary recognition shall be prorated based on the employee's FTE. The District shall not require recertification with NAEOP in order to continue to pay the PSP stipend to eligible LWESP employees.

**Section 6.7**

Employees shall receive a pay differential for regularly scheduled hours worked before 6:00 a.m. and after 6:00 p.m. of 15 cents per hour.

**Section 6.8 Automatic Payroll Deposit**

All employees shall, as a condition of employment, participate in the District's automatic payroll deposit program. The employee shall state, on a form provided by the District, the financial institution to which its earnings are to be deposited.

**Section 6.9 Over/Underpayment**

It is the intent of the District to properly compensate employees. In cases of compensation error, the District will notify the employee prior to making the appropriate corrections. The District and the Association agree that in situations where a bargaining unit member has been paid incorrectly, the period of time to be considered for correction shall be one (1) year from the date of discovery. An underpayment shall be corrected on the next regular pay warrant. If an overpayment of \$40 or less is made, it shall be corrected on the next regular pay warrant.

When an overpayment of more than \$40 is made, each pay warrant due to the employee through the remainder of the contract year shall be reduced by an equal amount such that the sum of deductions shall equal the overpayment. If an employee believes the reimbursement schedule will cause an undue hardship, the employer will work with the employee and the Association to determine a reasonable reimbursement schedule appropriate to the circumstances.

## ARTICLE 7 - WORK YEAR

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**Section 7.1**

A regular employee, working four (4) or more hours per day, shall be assigned a prescribed work year based on their position and number of work days. For employees in positions of 260 days or more, the total number of days worked may vary according to the calendar (for example, Leap Year and when weekends fall within the contract year, September 1<sup>st</sup> through August 31<sup>st</sup>).

**Section 7.2**

Periods of time between the ending and beginning of work year assignments shall be known as furlough periods. Vacation, sick leave and all other benefits shall not accrue while an employee is on furlough status.

**Section 7.3**

The length of an employee's work year assignment may be adjusted by the Employer to meet the conditions created by an economic setback, inoperable facilities, and/or an increase or decrease in the work load upon at least two weeks' notice except in emergency situations as agreed to by the Employer and the Association.

**Section 7.3.1**

Elementary School Office Professionals responsible for registration (sometimes referred to as Registrars) shall have a 195-day contract and shall calendar at least thirteen (13) work days immediately preceding the start of the school year.

**Section 7.4 Peak Work Load**

Each year, effective September 1, peak work load funds will be allocated as set forth below to each school campus, and each non-school Department for use during the contract year. The intent of peak-work load dollars is to provide additional LWESP Office Professional time associated with peak-work times.

Prior to October 1, building administrators/supervisors will explain the purpose of peak work load funds and solicit input from all LWESP Office Professionals in the building/department regarding the expected peak work times that may occur, when peak work load funds would be utilized. The building administrator/supervisor will use that information to develop a plan to address such situations. By October 15, the building administrator/supervisor will share the plan with all affected staff in the building/department. Because the plan for use of peak work load funds can include the use of overtime, the peak work load plan will be developed along with the plan described in Section 8.6 Overtime of this Agreement.

School Campus Student Enrollment	Funds
0-499	\$1,059
500 – 599	\$1,112
600 – 699	\$1,165
700 - 799	\$1,218
800 – 899	\$1,271
900 – 999	\$1,324
1000 – 1099	\$1,377
1100 – 1199	\$1,430
1200 – 1299	\$1,483
1300 – 1399	\$1,536
1400 – 1499	\$1,589
1500 – 1599	\$1,641
1600 – 1699	\$1,694
1700 - 1799	\$1,747
1800 – 1899	\$1,800
1900 – 1999	\$1,853
2000 +	\$1,906

Departments	Funds
1.0 FTE Office Professional	\$500
2.0 FTE Office Professional	\$800
3.0 FTE Office Professional	\$1,200
4.0 FTE Office Professional	\$1,600
5.0 FTE Office Professional	\$2,000
6.0 FTE Office Professional	\$2,400
7.0 FTE Office Professional	\$2,800
8.0 FTE Office Professional	\$3,200
9.0 FTE Office Professional	\$3,600
10.0 FTE Office Professional	\$4,000

**Section 7.5 Required In-Service/Staff Development Activities**

Should the Employer require attendance of bargaining unit members at in-service/staff development activities, the Employer shall either provide release time for such attendance or pay the employee his or her hourly rate, or other mutually agreed upon rate, in accordance with state and federal regulations regarding such activity.

**Section 7.6 Professional Learning Days**

Bargaining unit members may, in addition to their normal work schedules, participate in up to three (3) professional learning days (prorated, based on employee’s FTE) for staff development training during each year of this Agreement. Such training shall be planned cooperatively between the employee and the building principal or supervisor and is subject to final approval by the building principal or supervisor. The employee may appeal denial of a request to the superintendent or her/his designee. Employee attendance at training programs shall be optional. Employees shall be compensated at their regular straight-time hourly rate of pay in compliance with state and federal regulations regarding such activities. Participation in training will be considered part of an employee’s work hours for the week in which training was attended, and an employee shall be compensated at one-and-one-half (1-1/2) times the employee's hourly rate for hours worked in excess of forty (40) hours that week.

**Section 7.6.1 Professional Development Fund**

Employees who are assigned to four (4) or more hours per day will receive a professional development fund of \$500 per contract year for workshops/classes that are not offered by the District. Funding will be for materials, mileage, sub costs, meals (in accordance with IRS guidelines), registration, or tuition. Unused funds may be rolled over to a maximum of \$750.00 per employee qualifying for professional development funds.

Application for the funds will be made using the form available from Classified Professional Learning at the Resource Center, along with a mandatory supervisor's signature. The signature means that the supervisor agrees that the training will enhance job knowledge.

**Section 7.6.2 Training and Mentoring Program**

The District will provide training for new employees and for employees new to a position on basic systems and tasks necessary for their primary job functions and responsibilities.

In addition to the initial District-provided training identified above, a mentor program will be offered to all new employees and all employees in a new position in accordance with the terms set forth in this Section and in Appendix C.

Definitions for purposes of this Program:

**New Employee:** Must be a first year LWESP Bargaining Unit Member.

**Employee in a new position:** Must be new to the position in question, for example, a School Office Professional who is hired to be an Office Manager.

**Protégé:** a new employee or employee in a new position as defined above.

**Mentor:** Must have three (3) years of successful service as an LWESP Bargaining Unit Member, and the approval of the immediate supervisor. An employee who retires in good standing may mentor their replacement or a new hire in the same position held by the retiree with the approval of the Professional Learning Director or designee.

Qualified employees who are in the same position as the protégé (such as, both are elementary school Office Managers, School Office Professional at a high school, or Administrative Professional III in Payroll) will be offered as mentors to protégés provided a mentor is available. In June, the District will contact all eligible employees to see who would like to serve as a mentor, in an effort to create and maintain a pool of available mentors. If a mentor is not available, the District will determine if an employee in the same position but in a different department (such as Administrative Professional in Payroll and Administrative Professional in Professional Learning) has the knowledge or skills to support the protégé.

### **Section 7.7 Level Meetings**

The parties shall create a Steering Committee that will agree annually which District designated student early release days will be utilized for in-service activities for school Professionals and office managers. This Steering Committee shall be comprised of no more than three (3) representatives selected by the LWESP and no more than three (3) representatives selected by the District. These days may also be utilized for “Round Table” discussions for the elementary and secondary Professionals and office managers.

When meetings are scheduled on student early release days, work hours may be adjusted to accommodate these meetings with the approval of the building administrator. When applicable, employees may use optional hours to attend these meetings.

## **ARTICLE 8 WORK DAY**

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### **Section 8.1**

Normal work days shall be Monday through Friday. Flexible work hours shall be allowed where there is minimal disruption of the work place as determined by the building principal/supervisor.

### **Section 8.2**

Employees working six (6) hours or more per day shall be entitled to two (2) fifteen (15) minute rest periods as scheduled by the supervisor and one-half (1/2) hour duty free, unpaid lunch period as part of the working day. No employee shall be required to work more than five (5) consecutive hours without a meal break.

### **Section 8.3**

Employees working three (3) hours or more, but less than six (6) hours per day, shall receive one (1) fifteen (15) minute rest period as part of the paid working day.

### **Section 8.4**

When staggered lunch periods are assigned, a corresponding staggered starting time and end of work day may be arranged. An employee may request an extended lunch period to a full hour with a corresponding extension of the work day when approved by the immediate supervisor.

### **Section 8.5**

It is the duty and responsibility of the employee’s assigned supervisors to ensure that employees are completely relieved from duty during their lunch period. Employees must take their lunch break away from their assigned work area. When employees are not completely relieved from duty during their lunch period due to emergency situations, such unrelieved time will be flexed or paid as work time in consultation with their assigned supervisor.

### **Section 8.6 Overtime**

Circumstances may arise that call for an employee to work beyond his or her regular work day. Such additional time may result in overtime pay or the earning of compensatory time as contained in this Section.

All overtime work, including compensatory time, shall be authorized by the employee's assigned supervisor. Hours worked beyond forty (40) hours per week shall be compensated at one-and-one-half (1-1/2) times the employee's hourly rate. All work performed on holidays shall be compensated at two-and-one-half (2-1/2) times the employee's hourly rate. The employee may choose to take compensatory time in lieu of overtime pay. The use of compensatory time must be authorized by the employee's assigned supervisor and must be completed within twenty (20) work days of earning such time. If compensatory time cannot be taken within this timeframe, the employee shall be paid at the rate of one-and-one-half (1-1/2) times the employee's hourly rate. For the purpose of calculating overtime, paid holiday hours shall be considered as time worked.

Because peak work load funds described in Section 7.4 of this Agreement can include the use of overtime and/or compensatory time, each building's and department's peak work load plan will include a plan for the use of overtime and compensatory time.

### **Section 8.7 Flex Day**

Employees in positions of less than 260 days may bank up to one work day of flex time to be used during the work year at a time which is agreeable between the employee and the supervisor. Time worked for the purpose of "banking" in accordance with this Flex Day section may not exceed forty (40) hours a week. Any time worked in excess of forty (40) hours must be supervisor authorized and compensated in accordance with Section 8.6 above. The flex day must be used during the work year.

### **Section 8.8 Adjusted Calendar Day(s)**

Employees in positions of less than 260 days may adjust their calendar by up to three (3) days per work year, including school days, for the purpose of accommodating personal needs.

#### **Section 8.8.1**

Days shall be calendared by October 15th of each year, by mutual agreement of the employee and the employee's assigned supervisor. Exceptions to the October 15th deadline shall be mutually agreed upon by the employee and the employee's assigned supervisor. The days shall be achieved by the adjusting of an individual employee's calendar, rather than increasing an employee's work year.

#### **Section 8.8.2**

Unusual circumstances or events shall trigger the availability of these days.

### **Section 8.9 Inclement Weather, Emergency Closure or Delay**

The Association and District agree that staff safety is important. When schools are closed during periods of inclement weather or emergency conditions, school staff are not expected to report to work. When schools are closed, non-school staff are expected to report to work at the regularly scheduled time if their assigned worksite is open and accessible.

The parties recognize that inclement weather conditions may prevent the arrival or timely arrival of employees for safety and/or other related reasons. In such cases, employees may use emergency leave, comp time, discretionary leave, vacation (for employees in positions of 260 days or more), or, with supervisor's approval, use unpaid leave, an alternate work site, or make up the time lost. However, should the District determine the work days or work time will not be made up, employees will receive their regular pay.

The District will make every effort to notify each employee of school closures and late starts, including whether non-school worksites are open and accessible. Staff reporting to work on a day when school or worksite closures are announced late (after 5:30 am for secondary and non-school worksites, and after 6:30 am for elementary) shall be paid two (2) hours at their hourly rate.

### **Section 8.10 Afternoon before Thanksgiving**

On the day before Thanksgiving, school employees may leave 30 minutes after student dismissal by:

- Using discretionary leave in accordance with Section 10.6.1; or
- Adjusting their calendar in accordance with Section 8.8 and 8.8.1.

On the day before Thanksgiving, non-school building employees in positions of less than 260 days will be allowed to:

- Use Discretionary leave in accordance with Section 10.6.1; or
- Adjust their calendar in accordance with Section 8.8 and 8.8.1.

On the day before Thanksgiving, employees in positions with 260 or more days will be allowed to:

- Use Discretionary Leave in accordance with Section 10.6.1; or
- Use Vacation Leave in accordance with Section 10.1.2.

## ARTICLE 9 PROBATION PERIOD

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All new employees subject to this Agreement will be on probation for the first ninety (90) working days of employment. At the end of this period, the employee will be evaluated by the immediate supervisor using the form in Appendix B. If, upon evaluation by the immediate supervisor, the employee's performance is determined to be unsatisfactory, the employee shall be terminated and such termination shall not be subject to review through the grievance procedure of this Agreement. If the employee's performance is determined to be satisfactory, a recommendation for regular employment shall be transmitted through proper channels. Upon regular employment, the new regular employee shall be given credit for or paid for, as appropriate, benefits which would have accrued if the employee had been a regular employee during the probation period.

## ARTICLE 10 LEAVES

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### Section 10.1 Vacation Leave and Compensation in Lieu of Vacation Leave

#### Section 10.1.1

Regular employees working four (4) hours or more per day will receive vacation leave or compensation in lieu of compensation according to the chart below. "Years" of experience means number of years in District.

260 day or more employees ("days" includes vacation and holidays) receive vacation leave. Employees in positions of less than 260 days per year receive compensation in lieu of vacation leave.

Days per Year	Months per Year	Vacation Days Based on Years of Experience in District			
		Years 1-4	Years 5-10	Years 11-15	Years 16 or more
180-199	9.5	10	14	15	18
200-209	10	10	15	16	19
210-214	10.5	11	15	17	20
215-259	11	11	16	18	21
*260 days or more	12	14	17	19	22
Maximum	12	14	17	19	22

*\*Includes vacation & holidays*

#### Section 10.1.2

Vacation leave shall be scheduled at a time most convenient to the Employer, however, a period of time away from the demands of the job is conducive to the general well-being of the employee and is to the advantage of the District as well as the employee. Therefore, vacation leave shall be scheduled, insofar as possible, at a time mutually agreed upon by the employee and immediate supervisor.

#### Section 10.1.3

Upon hire, each eligible employee shall be credited with the appropriate number of vacation hours according to the chart above, from the employee's date of hire. Accrued vacation rates shall change on the employee's fifth, eleventh, and sixteenth anniversary hire date.

#### Section 10.1.4

Employees in positions of 260 days or more may accumulate and carry forward a maximum of eighty-eight (88) hours of unused vacation into the following year with mutual agreement of employee and immediate supervisor. At no time may accumulated vacation exceed a total of 264 hours.

#### Section 10.1.5

If workload cannot be managed in such a way to allow an employee to take vacation time and the employee's accrued vacation would exceed allowable levels, the Employer shall reimburse the employee for unused



vacation at the employee's regular rate of pay or allow the employee to carry forward the unused vacation into the following year for that one year only, with mutual agreement of employee and supervisor.

### **Section 10.2 Sick Leave for Illness, Injury and Emergency**

Sick leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Sick leave shall be credited on each employee's first yearly work day. Should the employee terminate prior to the end of the work year, a deduction will be made for sick leave used in excess of accrual. Unused sick leave shall accumulate from year to year up to the number of days allowed in the current year's assignment while the employee remains in the employ of the District.

#### **Section 10.2.1**

Sick pay will be paid only for periods of absence caused by illness or injury of the employee or of an immediate family member of the employee, or a member of the employee's household as defined in the Definitions section. The Superintendent or designee may consider extraordinary situations on a case-by-case basis.

#### **Section 10.2.2**

If it appears the leave provisions of this article are being abused, the District may require the employee to submit proof of illness or injury.

#### **Section 10.2.3**

Employees who resign or are terminated lose the benefit of accrued sick leave.

#### **Section 10.2.4**

In the event an employee returns to the employ of the District within two (2) years after layoff, accumulated sick leave may be re-established upon the recommendation of the Superintendent.

#### **Section 10.2.5**

Employees granted an approved leave of absence by the Employer Board retain accrued sick leave, but do not accrue sick leave during the approved leave of absence.

#### **Section 10.2.6 Emergency Leave**

A maximum of four (4) of these prorated days may be used for emergency purposes each year. Conditions for granting emergency leave, which comes out of sick leave, are, with the exception of using emergency leave for bereavement as set forth in Section 10.5, as follows:

- A. The situation will be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable and of importance, not one of mere convenience. Example: a threat to the employee's property (flooding, storm, fire, serious illness of adult child or parent, etc.)
- B. The employee will call the principal/supervisor or designee and will explain the situation and request that emergency leave be allowed.
- C. Unused emergency leave shall not accrue from year to year.
- D. Emergency leave, without any deduction from salary, may be determined and granted by the Superintendent or designee for days in excess of days granted above.

#### **Section 10.2.7 Attendance Incentive Program**

(1) In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED that no employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one day per month. (2) 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's current monetary compensation of the employee for each four (4) full days accrued sick leave.

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 a matter of contractual right.

### **Section 10.3 Jury Duty Leave**

Upon receipt of a jury summons, the employee will immediately notify her/his supervisor and the Human Resources department. The employee will be required to furnish a signed statement from the officer of the court as proof of jury service. Each employee shall be granted leave for jury duty at full pay. Any compensation received for this duty shall be retained by the employee to cover expenses.

### **Section 10.4 Subpoena Leave**

If the employee is involved in judicial proceedings arising from the nature of her/his employment in the interests of the District, the employee shall be granted leave for subpoenaed court appearance at full pay. If the employee is a plaintiff, a defendant, or a witness on their own behalf in a case, there will be no compensation.

### **Section 10.5 Bereavement Leave**

In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with pay will be permitted. Bereavement leave may be taken in half (1/2) or whole day increments. Such leave is with pay and shall be non-accumulative. Employees may use one (1) emergency leave day to attend the funeral services of an individual outside the immediate family/household of the employee.

### **Section 10.6 Discretionary Leave**

Up to three (3) days with pay per year may be used for discretionary leave without justification.

#### **Section 10.6.1**

Discretionary leave will be scheduled at least 48 hours in advance with the employee's assigned supervisor or designee.

#### **Section 10.6.2**

Discretionary leave may not be used during the first or last week of school.

#### **Section 10.6.3**

No more than ten (10) bargaining unit members requiring substitutes may take discretionary leave on a given workday.

#### **Section 10.6.4**

No more than one bargaining unit member per site who requires a substitute may access discretionary leave per day.

#### **Section 10.6.5**

Additional bargaining unit members may take discretionary leave without a substitute upon prior approval of the assigned supervisor or designee. Other extenuating circumstances or requests may be made to the assigned supervisor or designee.

#### **Section 10.6.6**

An employee may accumulate up to five (5) Discretionary Leave days. Unused days will be carried over from one school year to the next for a maximum of five (5). Accumulated days shall carry forward until used. Unused Discretionary days in excess of five (5) days shall be cashed out at the substitute rate of pay if not used by August 10 of each year.

### **Section 10.7 Religious Leave**

An employee may use discretionary leave, adjusted calendar days, a flex day, or vacation if available, to observe religious holy days. Any extenuating circumstances or requests may be made to the employee's assigned supervisor.

### **Section 10.8 Shared Leave**

Consistent with Chapter 392-136A WAC, the purpose of the leave sharing program is to permit District employees to donate annual leave, sick leave, and/or personal holidays, to come to the aid of a fellow District employee experiencing circumstances that may cause the employee to take leave without pay or terminate employment with the District.

All requests for shared leave shall be submitted to Human Resources.

### **Section 10.8.1**

An employee shall be eligible to receive shared leave if the Superintendent or designee has determined the employee meets the following conditions, consistent within state law:

1. The employee:
  - a. suffers from or has a relative or household member suffering from an illness, injury, impairment or physical or mental condition that is extraordinary or severe in nature;
  - b. is a victim of domestic violence, sexual assault, or stalking;
  - c. has been called to service in the uniformed services;
  - d. a state of emergency has been declared anywhere in the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or organization in question accepts the offer of volunteer services;
  - e. is a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
  - f. is a spouse of a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment;
  - g. needs time for parental leave; or
  - h. is sick or temporarily disabled because of pregnancy disability.
2. The condition(s) listed in sections 1, above, has caused or is likely to cause the employee to go on leave without pay or terminate District employment.
3. The employee has exhausted or will shortly exhaust leave although the employee is not required to deplete all his or her sick leave if the employee qualifies under subsection 1 (g) and/or (h), above, and can maintain up to forty hours of sick leave.
4. The employee has abided by District policies regarding:
  - a. sick leave use if the employee qualifies under subsection 1 (a), (b), (g) or (h), above; or
  - b. military leave use if the employee qualifies under subsection 1 (c), above.
5. If the injury or illness is work-related, the employee has diligently pursued and been found to be ineligible for benefits Chapter 51.32 RCW.

An employee may not receive more than five hundred and twenty-two (522) days of shared leave during total District employment. Other methods of accommodating the employee's needs such as modified duty, modified hours, flex-time, or special assignments in place of shared leave will be considered, consistent with state law, on a case-by-case basis.

An employee may be required to submit documentation to support the request for shared leave, consistent with state law before the District approves or disapproves the employee's request for shared leave.

### **Section 10.8.2**

An employee who has accrued a sick leave balance of more than twenty-two (22) days may donate annual leave, sick leave, or all or part of a personal holiday to another employee or to a pool for purposes of the leave sharing program as allowed by law. All donated leave must be given voluntarily.

Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor(s) and reinstated to the respective leave donor's or donors' appropriate leave balance(s).

## **Section 10.9 Temporary Disability Leave**

### **Section 10.9.1**

Employees, subject to this Agreement, who are physically unable to perform the functions of their position for medical reasons, may request a temporary disability leave. Temporary disability leave may be granted for illness, injury, surgery or because of pregnancy or childbirth and may 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 10.9.2**

Employees shall notify their immediate supervisor and the Director of Human Resources of their requests for temporary disability leave. 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 will 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 District may require a doctor's certification that the employee is able to continue to work, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

### **Section 10.9.3**

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 District may, at its discretion, and at its own expense, have the employee examined by a doctor of the District's choice, at any time.

### **Section 10.9.4**

Upon expiration of temporary disability leave, the employee will be assigned to the same position or its equivalent if the position no longer exists, if the leave is granted for an injury or serious illness and does not exceed one year. Employees returning from temporary disability leaves which exceed the above deadline will be assigned to an equivalent vacancy when one becomes available. Refusal to accept the available position shall terminate the employee from this District.

### **Section 10.9.5**

An employee on approved temporary disability leave will retain accrued sick leave, vacation and seniority rights. Employees granted temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 10.2 Sick Leave.

### **Section 10.9.6**

The District 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 section(s).

### **Section 10.9.7**

Employees filling positions of employees who are on temporary disability leave resulting from injury or serious illness will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this Agreement. Such employees will not be guaranteed continued employment beyond the term of the leave.

## **Section 10.10 L & I Benefits**

If 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 by State Industrial Insurance and the amount the employee would have otherwise normally been eligible in sick leave benefits. The employee shall notify the Employer in advance should they elect to utilize accrued sick leave benefits in the manner described under this Section. Such payments(s) to the employee shall be made at such time as the difference is known. The Employer's obligation ceases upon expiration of the employee's accumulated sick leave. The Employer shall continue to pay its share of benefits for three months after the employee's sick leave has expired.

Whenever an employee is absent from employment as the result of injury from a physical assault, sustained in the normal course of employment and in the performance of the employee's duties, the employee will be paid the difference between the employee's total compensation and state industrial insurance compensation for a period of thirty-six (36) months. No part of such absence will be charged to annual or accumulated sick leave. The District reserves the right to require an examination of such employee by a physician designated by the District at District expense.

### **Section 10.11 Light or Reduced Duty**

The District and the Association recognize the benefits of returning an employee to work as quickly as is reasonably possible following an injury or illness which has caused an absence from work. Therefore, the Association agrees that employees who have been released by their personal medical doctor to return to light duty work may perform work normally done by bargaining unit members, provided that such light duty assignment shall not result in a reduction in the number of hours assigned the bargaining unit members. Such light duty work will be performed to supplement rather than supplant bargaining unit work and may be performed by other, non-LWESP District employees.

### **Section 10.12 Washington State Paid Family and Medical Leave and the Family and Medical Leave Act**

#### **Section 10.12.1 Washington State Paid Family and Medical Leave (PFML)**

Beginning January 1, 2020 eligible employees will be provided Paid Family and Medical Leave (PFML) benefits through the State. PFML is a state-run program. Application for PFML must be done through the Employment Security Department (ESD). The ESD determines eligibility for PFML.

To qualify for PFML, an employee must have worked 820 hours or more in the qualifying period, defined as the first four (4) of the last five (5) completed calendar quarters starting from when the employee makes their claim for benefits.

Each of the three main types of PFML (set forth below) is related to a different type of “qualifying event.” A qualifying event is required for PFML eligibility. PFML may be used as follows:

- A. Medical Leave because of the employee’s own serious health condition including but not limited to any period of incapacity due to pregnancy, or for prenatal care.
- B. Family Leave:
  - a. To care for and bond with the employee’s child during the first twelve (12) months after the child’s birth, or the first twelve (12) months after placement of a child under the age of eighteen (18) with the employee;
  - b. To care for a family member with a serious health condition. “Family member” means a child, grandchild, grandparent, parent (biological, adoptive, de facto, foster, stepparent of the employee or employee’s spouse), sibling, or spouse of the employee; and
  - c. For certain military-connected events and qualifying exigencies.

PFML benefits include up to twelve (12) weeks of paid family or medical leave per year. Benefits may be extended to up to eighteen (18) weeks as follows:

- a. Up to 16 weeks of combined medical and family leave; or
- b. Up to 18 weeks of combined medical and family leave for pregnancy-related serious health condition that results in incapacity.

An employee who plans to take PFML must provide the District with written notice at least thirty (30) days in advance when possible.

Employees may use accumulated sick leave with PFML. Employees choosing to do so must submit sick leave in half or full day increments, subject to PFML rules or regulations.

PFML may be taken intermittently, however District approval is required for family leave taken on an intermittent basis, such as working a reduced work week, to bond or care for a newborn or newly placed foster or adopted child.

#### **Section 10.12.2 Family and Medical Leave Act (FMLA)**

To be eligible for Family Medical Leave Act (FMLA), an employee must have worked for the District for at least twelve (12) months and must have worked 1,250 hours in the twelve (12) month period before the start of leave. Time that is paid but not worked is not counted toward the 1,250 hours except in those limited circumstances as required by law.

- A. Medical leave may be taken for an employee’s own serious health condition.

- B. Family leave may be taken for any of the following reasons:
1. To care for and bond with the employee's child during the first twelve (12) months after the child's birth, or the first twelve (12) months after placement of a child under the age of eighteen (18) with the employee;
  2. To care for a family member, as defined below, with a serious health condition including incapacity due to pregnancy and for prenatal medical care.
  3. For certain military-connected events and qualifying exigencies.
  4. If both parents of a newborn, adopted child or newly placed foster child are employed by the school district, they shall be entitled to a combined total of twelve (12) work weeks of family leave during the first twelve (12) months after the child's birth or placement.
- C. A "child" means as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age, or a legal ward incapable of self-care due to a mental or physical disability.
- D. "Family member" means a child, parent (biological, adoptive, de facto, foster, stepparent of the employee), or spouse of an employee.
- E. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. See the FMLA for a complete definition of "serious health condition".
- F. The District requires confirmation by a health care provider of the employee's need for FMLA leave.
- G. An employee who plans to take FMLA must provide the District with written notice at least thirty (30) days in advance. If FMLA is not foreseeable, the employee must notify the District of the expected leave as soon as practicable.
- H. Employees must first exhaust any available paid leave, when applicable, and these days shall be subtracted from the twelve (12) weeks (60 days) of unpaid FMLA.
- I. FMLA may be taken intermittently, however District approval is required for family leave taken on an intermittent basis, such as working a reduced work week, to bond or care for a newborn or newly placed foster or adopted child.
- J. Upon returning from FMLA, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

### **Section 10.12.3 Group Health Insurance during FMLA**

The District shall continue the employee's group health insurance coverage and will continue to pay the District's contribution towards the employee's insurance premiums while on a leave covered by the FMLA.

If the employee fails to return from leave due to reasons within his or her control, the District may recover from the employee the amounts paid by the District for the employee's health insurance premiums during the employee's leave.

### **Section 10.13 Leave of Absence**

Upon recommendation of the immediate supervisor and approval by the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed five (5) work days. An employee returning from such a leave of absence shall be reinstated to the position held at the time the request for the leave was approved without loss of seniority or benefits.

**Section 10.13.1**

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 without pay for a period not to exceed one (1) year. Application for such leave must be made in writing on or before April 15 of the school year preceding the year in which the leave is to occur. Under unusual circumstances the employee may file a written request with the Superintendent or designee for exception to the April 15 deadline.

**Section 10.13.2**

An employee returning from an extended leave of absence of less than ninety (90) work days will be reinstated in the same position held prior to the leave if the position exists.

**Section 10.13.3**

An employee who returns from an extended leave in excess of ninety (90) work days will be reinstated in a vacant position for which the employee is qualified and that is equivalent in duties and salary to that held at the time the request for leave of absence was approved; provided that if an employee refuses an offer of such employment, the Employer is released from all obligation under this Article. An employee may choose to be reinstated in a vacant position for which the employee is qualified, but which is of less status and pay; provided that should an employee voluntarily accept a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph.

**Section 10.13.4**

The employee will retain accrued sick leave and other rights extended by the District while on extended leave of absence.

**Section 10.13.5**

Vacation leave, sick leave, or other benefits shall not accrue while an employee is on leave of absence.

**Section 10.13.6**

The employee will receive no credit for salary advancement while on leave of absence.

**Section 10.13.7**

If an employee on approved leave of absence does not return to work or make contact with the District within four (4) work days following the expiration date of the leave, the employee shall be considered as having resigned without notice and shall be terminated.

**Section 10.14 Child Care Leave**

Any employee may request child care leave for up to one year. The request for such leave shall be in writing at least thirty (30) calendar days in advance of the proposed starting date and will clearly state the intended purpose and duration of the leave. Long term child care leave will be without compensation and employer benefits except that the employee will retain all seniority and benefits accrued. Seniority will not accrue during such leave. Employees returning from a child care leave will be placed in accordance with the provisions in Section 10.13.3.

**Section 10.15 Job Share**

The LWSD and the LWESP have expressed a mutual desire to continue a job share program. This program will include the following elements and understandings:

1. Job share is voluntary on the part of the participants
2. The building administrator(s)/supervisor(s) must approve the job share each year for it to occur.
3. The Human Resources department shall make the final decision regarding a job share application.
4. Should the job share participants wish to continue for the next school year, they must request an extension. Should any participant desire to leave the job share, or if the job share is discontinued, the employee will not necessarily be assigned to the identical position occupied prior to the job share but will be assigned to the first available equivalent position.
5. Job share approval shall be based on yearly staffing allocation of hours.

6. Should a job share participant resign or take a leave of absence prior to, or during the school year, the job share situation will be handled as follows:
  - a. The vacated portion of the job share will be filled at the discretion of the building administrator.
  - b. The vacancy will be posted in-district for five (5) work days to seek a compatible and qualified replacement. If an in-district replacement is not found, the vacancy will be posted out-of-district.
7. Job share participants will qualify for benefits as would any employee working four hours per day or more. An explanation of how these benefits apply will be made available to each participant by the payroll office.
8. Applications for job share must include the following provisions:
  - a. Job share partners will be of the same bargaining unit level.
  - b. Division of tasks will be determined by the supervisor.
  - c. Agreement on acceptable division of time.
  - d. A communication system:
    - Between selves
    - With principal
    - With other staff

**Section 10.16 Holidays of Faith and Conscience**

Each employee is entitled to two (2) unpaid days per calendar year for a reason of faith or conscience or an organized activity under the auspices of a religious denomination, church, or religious organization. The two (2) unpaid holidays allowed by law and this Section must be taken during the employee’s contract year if at all; they do not carry forward from one year to the next.

An employee must submit a written request for an unpaid holiday provided for in this Section to the employee’s supervisor a minimum of seven (7) work days prior to the requested unpaid holiday. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two (2) unpaid holidays on specific days for a reason of faith or conscience or an organized activity under the auspices of a religious denomination, church, or religious organization, the employer must allow the employee to do so unless the employee’s absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. “Undue hardship”, means an action requiring significant difficulty or expense to the employer, and shall be interpreted consistent with WAC 82-56-020.

The Director of Human Resources or designee shall evaluate requests by weighing the wishes of the employee, scheduled work; anticipated peak workloads; whether a substitute would be needed and, if so, the availability of a substitute; and the meaning of “undue hardship” noted above. Unpaid leave may not be taken without prior written approval by the Director of Human Resources or designee. A written response will be provided to the employee within five (5) work days, approving or denying the request. If the request is denied, the response will state the reason(s) for the denial.

**Section 10.17 Americans with Disabilities Act**

The parties recognize the District’s responsibility to comply with the requirements of the Americans with Disability Act, 42 U.S.C. 12001 et seq. (the “ADA”).

**ARTICLE 11 DISTRICT – ASSOCIATION COMMUNICATION**

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**Section 11.1**

The Superintendent or designee(s) and the Association President or designee(s) will meet at the request of either party to discuss matters of mutual concern and the monitoring of this Agreement. The party calling the meeting shall state the nature of such meeting and the subject(s) to be discussed at such meeting, prior to the meeting.

**Section 11.2 Labor/Management Meetings** – The Labor/Management work team, comprised of representatives from the Association and the District, meets monthly to address issues brought forward by either party. Employees may contact the Association president to identify issues for discussion.



### **Section 11.3 Maintenance of Standards**

During the term of this Agreement the District will maintain those District Policies, Rules, Regulations and administrative interpretations which directly affect employees' wages, hours, and terms and conditions of employment which are in effect on the effective date of this Agreement unless such policies, rules and regulations and administrative interpretations are superseded by this Agreement, state or federal legislation, regulation, or other legal authority.

## **ARTICLE 12 HOLIDAYS**

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### **Section 12.1**

Regular employees covered by this Agreement, working four (4) hours per day or more, shall receive the following paid holidays:

Labor Day	New Year's Eve Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving	Presidents' Day
Day Before Christmas	Memorial Day
Christmas Day	Independence Day*

*\* Included for employees in positions of 260 days or more. Employees in positions of less than 260 days, but who work before and after Independence Day in a given year, shall submit a timecard to receive holiday pay.*

### **Section 12.2**

Whenever any holiday recognized within this Agreement falls upon a Saturday or Sunday, the Superintendent or designee shall determine and designate the day to be recognized as the holiday. Employees shall be notified each December of the holiday schedule for the following year. Such designation shall be consistent with the school calendar. Should the school calendar be revised, employees will be notified of such revision.

### **Section 12.3**

Regular employees covered by this Agreement, working four (4) hours per day or more who do not work on holidays recognized within this Agreement, shall be paid at their regular rate of pay provided that:

- A. They were in a pay status the scheduled work day immediately preceding the holiday, and
- B. They were in a pay status the scheduled work day immediately following the holiday, and
- C. They shall have completed their probationary period, and
- D. They are not on leave of absence or furlough.

### **Section 12.4**

Regular employees covered by this Agreement, working four (4) hours per day or more who work on holidays recognized within this Agreement, shall be paid for the hours worked at one-and-one half (1-1/2) times their regular rate of pay in addition to the above holiday pay.

### **Section 12.5**

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

### **Section 12.6**

Regular employees covered by this Agreement, working four (4) hours per day or more, shall receive holiday pay in proportion to the number of hours worked per day.

## ARTICLE 13 - INSURANCE

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### **Section 13.1**

The Employer shall provide for all employees on a “full-time equivalent” (FTE) basis, a contribution equal to the state contribution per month (without deduction for the Health Care Authority) for each regular employee who works four (4) hours per day or more for the purchase of insurance. “Full-time equivalent” shall mean an employee who is compensated for 1440 hours in a fiscal year. For each employee working four (4) hours per day or more, but less than full-time, insurance will be paid in proportion of the full-time equivalent. Such contribution shall first be used to pay the premium for full-family dental insurance, long-term disability insurance, term-life insurance, and full-family vision insurance. Life insurance will be provided in an amount equal to the employee's base salary rounded to nearest one-thousand dollars (\$1,000), up to a maximum of fifty-thousand dollars (\$50,000).

The balance of the contribution will be used for the actual cost of the medical premium. Employees will be required to pay a minimum of nine dollars (\$9.00) for the cost of their medical insurance premiums in October and November of 2019. The December 2019 “premium holiday” will result in the Employer making no payroll deductions for medical insurance premiums in December of 2019. Optional, employee-purchased insurance plans allowed for purchase under SEBB rules will be made through payroll deduction.

### **Section 13.2**

The Employer will supplement the insurance benefit by \$13.50 per FTE (based on 1,440 hours) per month through November 2019. In addition, the funds saved by the District from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans through October 2019 will be added to the employee benefit pool.

### **Section 13.3 Pool**

Any unspent balance from Section 13.1 shall be pooled among all regular full-time employees (based on 1440 hours) for payment of medical premiums, up to the actual cost, until the pool is exhausted.

The benefit pool will be determined at the beginning of each plan year and adjusted monthly, as needed, based on the number of FTE (based on 1440 hours) employed by the District in this bargaining unit.

### **Section 13.4 Liability**

The District will provide liability insurance coverage for employees against claims or damages brought against that employee for actions while the employee was acting within the scope of their employment.

### **Section 13.5 Benefits Advisory Committee**

A joint benefits advisory committee will be composed of representation from all employee groups and appropriate central office administrators. LWESP shall have a minimum of one (1) representative, chosen by the LWESP President, on the committee. The committee will review insurance programs offered by the District, the premium schedules, and make recommendations for changes.

NOTE: Effective January 1, 2020, Sections 13.1, 13.2 13.3 and 13.5 shall be replaced, see Appendix H for these changes.

## ARTICLE 14 - DISCIPLINE

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### **Section 14.1**

Employees shall be disciplined for just cause. Discipline includes warning, reprimand, suspension, reduction in rank, discharge or other Employer action that would adversely affect the employee. Discipline shall be corrective rather than punitive.

### **Section 14.2 Right to Representation**

When a meeting is scheduled that may lead to discipline of an employee, such employee shall be informed of her/his right to have a representative of the Association present. Should the employee request to have an Association representative present, the meeting shall not take place until such representative is available, provided that this right will not be exercised to unduly delay disciplinary proceedings. It is the employee's responsibility to notify the Association.

Specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing two days prior to such action. The employee, the Association and the District may mutually agree to waive the timelines. Such waiver shall be in writing.

## ARTICLE 15 - ERGONOMICS

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The District shall provide all regular employees the ability to request an ergonomic workstation evaluation when ergonomic concerns arise. Employees may make a service request through the District's work order system, InfoCentre. InfoCentre will then provide the employee step-by-step procedures to submit the request to Risk, Health, and Safety Services for review.

## ARTICLE 16 - ASSIGNMENT, VACANCIES AND TRANSFER

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### **Section 16.1**

A vacancy shall be defined as a position vacated through transfer, resignation, termination, retirement or a new position created within the bargaining unit. Whether such vacancy shall be filled shall be determined solely by the Employer. When the Employer decides not to fill a vacancy, the decision and reasons for the decision will be provided to the Association.

### **Section 16.2**

The Employer can fill a vacancy by transferring a member of the bargaining unit, with the employee's agreement, without posting the vacancy.

### **Section 16.3**

Vacancies which cannot be filled by transfer without posting or by qualified laid-off members of the bargaining unit shall be posted in all District facilities.

### **Section 16.4**

The District maintains its prerogative to interview and select applicants for employment. Bargaining unit employees who meet the qualifications and criteria specified on job postings may apply for such positions. The Human Resources Department shall select the best-qualified bargaining unit applicants and refer them to the supervisor. Should more than three qualified bargaining unit members apply, the supervisor shall interview a minimum of three.

The Human Resource Department's decision regarding the qualifications and the supervisor's selection of the finalist shall not be subject to the grievance procedure of this Agreement.

### **Section 16.5**

When the qualifications and experience of a bargaining unit applicant and an outside applicant are determined by the District to be essentially equal, the qualified bargaining unit applicant shall be given the available position.

The District's decision regarding qualifications is not subject to the grievance procedure of this Agreement.

### **Section 16.6**

Whenever vacancies occur during the summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be observed:

#### **Section 16.6.1**

Employees with specific interest in transferring and in possible vacancies will notify the Human Resource Department of their interest, in writing, during the last regular work week of school and shall include a summer address and telephone number.

#### **Section 16.6.2**

Should a vacancy occur, the Human Resources Department shall make every effort to notify the employees who have expressed an interest in said position or similar positions.

**Section 16.6.3**

The employees so notified shall have the responsibility of contacting the Human Resources Department indicating their interest in said position within three (3) business days of receiving such notification.

**Section 16.7**

An employee transferred to a position with a different job title shall be placed on that level of the new classification lane which equals the employee's salary in the former position.

**Section 16.8**

An employee receiving a promotion in the same job classification (i.e., Administrative Professional I to Administrative Professional II, Accounting Technician I to Accounting Technician II) shall be placed at the next highest salary rate.

**Section 16.9**

An employee receiving a promotion to a different job classification (i.e., Accounting I to Administrative Professional III) shall be placed at the same or next higher salary rate. In no case shall a promoted employee be placed at a lower salary rate.

**Section 16.10**

Employees returning to the bargaining unit from a position with the District not covered by this Agreement shall be credited with the same number of years of service they had immediately prior to leaving the bargaining unit.

**Section 16.11**

In the event the District must reduce the number of employees at a job site or in a department, the supervisor will first ask for a volunteer to be involuntarily transferred. The District will make the final decision regarding which employee is transferred. An individual may only be involuntarily transferred once every three (3) years unless they are the only employee in the department.

**Section 16.12**

Employees involuntarily transferred to positions with a lesser rate of pay shall receive their old rate until the rate of pay of the transferred position equals that of the former position.

**Section 16.13**

Prior to an involuntary transfer taking place, the supervisor(s) involved shall confer with the employee regarding the transition process.

**Section 16.14**

The District and Association recognize the desirability of making assignments which consider the interests and aspirations of the employees. To this end, should reorganization or reassignment be necessary, a conversation between employee and supervisor will take place for the purpose of discussing the reasons for the reassignment.

## ARTICLE 17 - SENIORITY

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Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first work day within the bargaining unit. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by most recent hire date regardless of position held within the District. If a tie persists, seniority shall be determined by casting lots.

## ARTICLE 18 - LAYOFF, RECALL AND SEPARATION

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**Section 18.1 Layoff Definition**

Layoff shall be defined as follows: Termination of employment due to economic setback, inoperable facilities, a decrease in the work load, other conditions that reasonably require a reduction in force. Economic setbacks necessitating layoff include the following:

- A. Enrollment decline
- B. Failure of a special levy or other events resulting in reduction in revenue
- C. Termination or reduction of funding of categorical projects.

### **Section 18.2 Layoff Notification**

- A. In the event the District anticipates a need to lay off employees, it shall notify the Association ninety (90) calendar days prior to such layoff. A District representative shall meet with designated representatives of the Association within two (2) weeks of the notification to explain the reasons for the layoff, the positions to be eliminated, the positions to be reduced in hours, the open positions, and the choices to be offered to affected employees in seniority order.
- B. If the Employer decides that layoff is necessary, it shall determine the number of positions and job classification to be reduced. As soon as possible after the Employer has decided a layoff is necessary, it shall update the Association on the positions to be eliminated, the positions to be reduced in hours, the open positions, and the choices to be offered affected employees in seniority order, and provide the Association with the names of all employees to be laid off. Employees laid off under the provisions of this section shall be notified by the Employer in writing thirty (30) calendar days prior to the effective date of layoff. The Employer will encourage employees to apply for leaves without pay to further lower the number to be reduced.

### **Section 18.3 Layoff Procedures**

- A. Layoff shall be conducted in inverse order of seniority within the job title specified in the salary schedule (Appendix A), provided that School Office Professionals shall be further sub-divided into elementary and secondary titles for the purpose of this section.
  - 1. The displaced employee shall first fill any open position in the same position code.
  - 2. In the absence of any open positions, the displaced employee can bump the least senior employee with the same position code.
  - 3. If there is not someone less senior in the affected employee's position code, the displaced employee may be placed in a vacant bargaining unit position that they held within the last five (5) years provided that they are qualified to perform the duties and responsibilities and that such placement does not result in a wage increase.
  - 4. If there is not someone less senior in the affected employee's position code, and there are no vacancies as identified in paragraph 3 above, the displaced employee, if qualified, can bump the least senior employee with a similar job title in the next lower salary range.
  - 5. If there is not someone less senior in a similar job title in the next lower salary range, the employee may bump the most junior employee in a bargaining unit position they held within the last five (5) years provided that they are qualified to perform the duties and responsibilities and that such movement does not result in a wage increase.
- B. The question of qualification shall be determined solely by the Employer and such determination shall not be subject to the grievance procedure of this Agreement.
- C. Laid-off employees shall be placed into a re-employment pool at an unpaid status. The opportunity to transfer into open positions will be based on seniority and qualifications. If an employee refuses an opportunity to return to an open position, this transfer right will expire. This right to transfer will last for one year from date of layoff.

### **Section 18.4 Recall Procedures**

- A. Each laid off employee shall state in writing on a form provided by the Employer the type of bargaining unit work and the number of hours he/she will accept if recalled. If the employee refuses recall to such position, he/she will retain their place in the recall pool and may be afforded one additional recall opportunity. Should the employee refuse a second recall opportunity, he/she will be removed from the recall pool. Laid off employees remain in the recall pool for a period not to exceed two (2) years from date of layoff.

- B. Vacancies will be filled in accordance with Article 16, Assignment, Vacancies and Transfer.
- C. The question of qualification shall be determined solely by the Employer and such determination shall not be subject to the grievance provision of the Agreement.
- D. Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Human Resources office.
- E. The Employer shall first attempt to reach persons selected for recall by telephone. If not successful, the Employer shall send notification by certified mail. The individual will have three (3) calendar days excluding weekends and holidays as set forth in Section 12.1 following telephone contact or receipt of such letter to accept employment in the position. A person who fails to notify the Employer of intent to accept the position offered within the three (3) calendar days above shall have no right to placement in the position. In the event that the person selected for recall fails to notify the Employer of intent to accept the position within the three (3) calendar days or the person declines employment in the position, then the Employer shall consider the person next in order of recall and notify him/her of the selection as set forth herein. Failure of the employee to properly notify the employer of acceptance or rejection of a placement offer will be considered a refusal for purposes of 18.4.A.
- F. The employee's bargaining unit seniority prior to layoff shall be restored upon return to active employment within the bargaining unit.

**Section 18.5 Separation Procedures**

Upon voluntary separation from regular service, an employee will be paid for the employee's accumulated vacation hours. Payment shall be made within 60 days of separation. Employees shall give two weeks' written notice of resignation.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

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**Section 19.1 Grievance Definitions**

**Section 19.1.1 Grievance Definition**

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of a specific Article or Section of this Agreement. Such grievances shall be subject to the following resolution procedure.

**Section 19.1.2 Grievant Definition**

The "Grievant" is an individual employee, group of employees, or the Association filing a grievance.

**Section 19.1.3 Workday Definition**

A "workday" shall mean Monday through Friday and shall exclude weekends, holidays, and school breaks.

**Section 19.2 Grievance Steps**

**Section 19.2.1 Step 1, Oral Discussion – Informal Step**

In the event a grievant believes there is a basis for a grievance, the grievant shall first discuss the issue with the immediate supervisor, or with the administrator who took the action(s) on which the grievance is based. This shall be done within thirty (30) calendar days of the occurrence, or within thirty (30) calendar days of the date when the grievant should reasonably have known of the occurrence which gives rise to the grievance, whichever is later. Association representation may attend and/or speak on behalf of the grievant. Every effort should be made to resolve the grievance at this level in an informal manner. Failure of the parties to resolve the grievance within ten (10) work days of the informal discussion will allow the grievant to move the grievance to Step 2 of the grievance process.

**Section 19.2.2 Step 2, Grievance Reduced to Writing Supervisory Level**

If the grievance is not thus resolved, the grievant may invoke the formal grievance procedure through the Association. The grievance will be reduced to writing and will contain the following: a) the facts upon which

the grievance is based; b) a reference to the Articles and Sections of the Agreement alleged to have been violated; and c) the remedy sought. The grievant will, within ten (10) work days following the deadline for resolving the matter at the Step 1 level, submit the written grievance to the immediate supervisor or administrator who took the action(s) for reconsideration, with a copy to the Director of Human Resources, or designee. Within ten (10) work days from submission of the written grievance, the immediate supervisor or administrator who took the action(s) will meet with the grievant and Association in an effort to resolve the grievance. The immediate supervisor or administrator will indicate his or her disposition of the grievance in writing within ten (10) work days of such meeting and will furnish a signed copy thereof to the grievant and the Association.

### **Section 19.2.3 Step 3, Next Line Administrator Level**

If the grievance is not thus resolved, the grievant may, within ten (10) work days of receipt of the written response at Step 2, submit the grievance to the next appropriate line administrator. The administrator, grievant and Association will have ten (10) work days from submission of the grievance to meet and attempt to resolve the grievance. The appropriate line administrator will indicate his or her disposition of the grievance in writing within ten (10) work days of such meeting and will furnish a signed copy thereof to the grievant and the Association.

### **Section 19.2.4 Step 4, Superintendent Level**

If the grievance is not thus resolved, the grievant may, within ten (10) work days of receipt of the written response at Step 3, submit the grievance to the Superintendent. Within ten (10) work days from submission of the written grievance, the Superintendent or designee will meet with the grievant and Association. The Superintendent or designee will indicate his or her disposition of the grievance in writing within ten (10) work days of such meeting and will furnish a signed copy thereof to the grievant and the Association.

### **Section 19.2.5 Step 5, Arbitration**

If the grievance is not thus resolved at Step 4, the grievance may, at the option of the Association, be submitted to binding arbitration. The Association will give the Superintendent written notice of its intention to arbitrate within ten (10) work days after receipt of the written response in Step 4. If the parties cannot agree as to the arbitrator within ten (10) calendar days after the submission of the notice to the Superintendent, the Association shall file for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) under their labor arbitration rules. Upon receipt of a list of arbitrators from either AAA or FMCS, the parties will use the "strike" method of selecting an arbitrator. The following guidelines will also apply

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- B. The arbitrator's decision shall be final and binding on the Employer and the Association.
- C. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- D. The District and Association will not be permitted to assert in arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

## **Section 19.3 Grievance Requirements**

### **Section 19.3.1**

Grievance claims involving retroactive compensation will be limited to no more than one year prior to the written submission of the grievance to the employer.

### **Section 19.3.2**

In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

### **Section 19.3.3**

The Employer will not discriminate against any individual employee or the Association for taking action under this Article.

**Section 19.3.4**

Upon a reasonable request of the Association, the Employer will cooperate in the Association's investigation of any grievance and will furnish the Association such information germane to the grievance.

**Section 19.3.5**

All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file, or grievants' personnel files, in the case of a group of employees. The existence and contents of grievance files shall not be shared with other District Administrators reviewing a transfer request or prospective employer unless compelled by law.

**Section 19.3.6**

Grievance discussions shall take place whenever possible on school time, and without loss of pay or benefits, if the employee is on pay status.

**Section 19.3.7**

The time limits provided in the grievance procedure shall be strictly observed unless extended by written mutual consent of the parties. Failure by the grievant/Association to proceed with the grievance within the timelines will result in the dismissal of the grievance. Failure of the District to take the required action within the timelines will entitle the grievant or Association to proceed to the next step of the grievance procedure.

**Section 19.3.8**

Notwithstanding the expiration of this Agreement, any grievance arising hereunder will be processed through the grievance procedure until resolution.

## ARTICLE 20 – DUES DEDUCTIONS

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**Section 20.1**

Upon receiving notice from the LWESP or Washington Education Association (WEA) of the employee's authorization, the District shall make a payroll deduction for Association dues and assessments. The employee's authorization and dues deductions shall remain in effect from year to year unless written revocation is provided to the WEA, signed by the employee, and the Association provides notice to the District.

**Section 20.2**

Based upon the established annual rate, the deductions shall be made in twelve (12) equal amounts from each paycheck beginning with the pay period in September through the pay period in August for each contract year. Deductions authorized after the September payroll shall be based upon a prorated share of the balance remaining from the current annual rate and shall continue at the established annual rate in the following years.

**Section 20.3**

Each month the District will send directly to the Washington Education Association (WEA) or designee all monies deducted from employee pay warrants for dues and assessments accompanied by a list of names of those employees from whose warrants the deductions have been made.

**Section 20.4**

The Association will indemnify, defend and hold the District harmless against any claims made against and any suit instituted against the District resulting from the District's correct implementation of the provisions of this Article. The District and the Association agree that each party has and retains the right to seek, choose and use its own counsel to defend such suit, provided that the Association attorney will have primary responsibility for the suit and the Association will not be responsible for the fees of the District's attorney.

## ARTICLE 21 - MILEAGE

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Employees authorized to use their own vehicle for Employer business shall be reimbursed for any mileage accrued while performing such work. Duties that fall on the employees' way home that do not vary from their normal commute will be provided work time to perform but will not be eligible for mileage.



## ARTICLE 22 – SPLIT ASSIGNMENT EMPLOYEES

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"Split Assignment Employees" are defined for purposes of this Section as regular part-time employees who perform LWESP bargaining unit work and work in another bargaining unit, under the jurisdiction of another union. For example, an employee may regularly work four hours per day as a School Office Professional (LWESP bargaining unit work) and one hour per day as a Special Education Para Educator (work outside the LWESP bargaining unit).

"Majority Union" is defined for purposes of this Section as the union whose bargaining unit work constitutes the majority of an employee's split assignment.

Split Assignment Employees performing LWESP bargaining unit work shall be entitled to the rights and benefits of this Agreement for the LWESP bargaining unit work they perform for the District. In cases of investigations, allegations of misconduct, and possible discipline, if allegations of misconduct arise relating to a Split Employee's work in the LWESP bargaining unit, this Agreement will control and LWESP will represent the employee in the handling of such allegations. If there is not a clear nexus between the allegations and to either of the employee's split assignments and if LWESP is the Majority Union, LWESP will represent the employee.

Split Assignment Employees will be subject to the Majority Union's provisions for training and employee evaluation. For example, if the majority of a Split Assignment Employee's hours are as a School Office Professional, the employee's total hours will be applied to the number of Discretionary Leave days available to the Split Assignment Employee under this Agreement. Similarly, sick leave will be granted based on the Split Assignment Employee's total (combined Instructional Assistant and School Office Professional) hours. Training required to perform essential job responsibilities, such as Health Room Office Professional responsibilities, will be provided to the Split Assignment Employee even if said employee works fewer hours as a Health Room Office Professional than in another bargaining unit position(s). If a Split Assignment Employee has an equal number of hours in two bargaining units, the employee will choose which bargaining unit's provisions shall apply.

The District shall provide the Association, consistent with Section 4.9 of this Agreement, with the opportunity to meet with Split Employees who are assigned to perform LWESP bargaining unit work. The District shall inform the WEA UniServ Council or designee, consistent with Section 4.9 of this Agreement, of Split Assignment Employees performing LWESP bargaining unit work. The Association and District shall fulfill their respective obligations as set forth in Article 20 as they apply to Split Employees.

The District shall be responsible for tracking the step increase wage level on the LWESP negotiated salary schedule (Appendix A) for each Split Assignment Employee performing bargaining unit work. The District shall conduct an increment review each June and credit each Split Assignment Employee who performed bargaining unit work with one year of experience, which shall apply to the employee's placement on the LWESP negotiated salary schedule, hourly rate of pay, and any other relevant provisions of this Agreement for the following school year. Each year of experience so credited shall count toward a Split Assignment Employee's seniority within the LWESP bargaining unit.

## ARTICLE 23 - EMPLOYEE EVALUATION

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### **Section 23.1**

Evaluation is a necessary process by which the performance of all employees in the LWSD is measured against a set criteria. It is intended to help staff members grow and develop as well as to ensure a high level of performance. The immediate supervisor will evaluate the performance of each employee in the employee's current position each year using the agreed upon evaluation form attached in Appendix B. Additional evaluations will be completed at the request of either the supervisor or employee.

### **Section 23.2**

It is expected that all employees' performances will be proficient or distinguished. Annual performance evaluations will be due by June 10 of each year for employees in positions of less than 260 days and by July 1<sup>st</sup> of each year for employees in positions of 260 days or more. Should the District fail to issue an employee a performance evaluation within this timeframe, such employee will be considered to be proficient for that

evaluation period. Annual performance evaluations will include a review by the employee and supervisor of the employee's job duties in relation to the employee's job description. Bargaining unit members shall not write the evaluation of other members or be present at the evaluation conference of other members. At any time during the school/work year, if an assigned supervisor is concerned that an employee is not performing at a proficient level, the assigned supervisor will discuss any performance difficulties with the employee and state the performance expectations. The performance evaluation will be discussed privately with the assigned supervisor. Performance concerns cannot be used to mark an employee less than proficient if these performance concerns were not discussed with the employee and the employee was not given ample time to improve prior to the annual performance evaluation conference.

### **Section 23.3**

Evaluations noting Improvement Needed, and/or Unsatisfactory performance levels must be accompanied by written comments. Employees rated less than proficient will be provided a written plan of improvement that includes the specific areas of needed improvement, specific expectations for different behavior and/or performance, resources and assistance to be provided to help the employee improve in the areas identified, a reasonable timeline for the plan of improvement regular feedback on improvement or lack thereof in the specific areas identified in the plan as needing improvement, and the consequences for failure to sufficiently improve. A "reasonable" timeline will be such that the employee has time and opportunities to demonstrate the skills needed to perform the essential job responsibilities.

### **Section 23.4**

A copy of the employee's evaluation will be given to the employee and one copy will become part of the employee's personnel file.

## **ARTICLE 24 - WAIVER AND COMPLETE AGREEMENT**

---

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 Association voluntarily and unqualifyingly waives the right, and agrees that the District 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 or 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; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

## **ARTICLE 25 - CONFORMITY TO LAW**

---

### **Section 25.1**

This Agreement will be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provisions or application will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

### **Section 25.2**

If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

## **ARTICLE 26 - STATUS OF AGREEMENT**

---

### **Section 26.1**

This Agreement may be amended or modified only with the mutual consent of the parties.

**Section 26.2**

This Agreement will supersede any rules, regulations, policies or resolutions of the District which are contrary to or inconsistent with its expressed terms.

**ARTICLE 27 - DURATION**

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**Section 27.1**

Upon ratification, this Agreement shall remain in full force and effect from September 1, 2019 through August 31, 2022.

**Section 27.2**

Not fewer than sixty (60) days prior to August 31, 2022, the parties shall meet for the purpose of negotiating a successor Agreement.

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LAKE WASHINGTON EDUCATIONAL  
SUPPORT PROFESSIONALS

LAKE WASHINGTON SCHOOL DISTRICT  
No. 414 BOARD OF DIRECTORS

Feb 6, 2020  
Dated

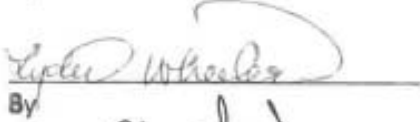
Feb. 10, 2020  
Dated

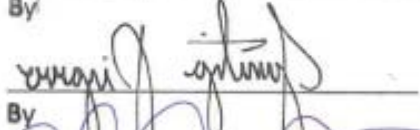
  
President

  
By School Board Chairperson

  
By

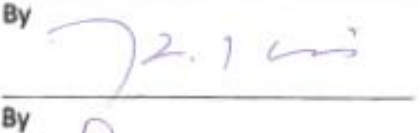
  
By School Superintendent

  
By

  
By

  
By

Patricia Gohl  
By

  
By

  
By

  
By

# Appendix A

## Lake Washington Educational Support Professionals 2019-2020

EFFECTIVE: September 1, 2019

SALARY RANGE	JOB TITLE	POSITION CODE	YEARS								
			1-2	3-4	5-6	7-8	9-10	11-14	15-17	18-20	21+
0	Clerical Assistant	O*0A	\$17.83	\$18.33	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83	\$21.33	\$22.33
1	Accounting Technician I Office Assistant	O*1T O*1A	\$23.78	\$24.28	\$24.78	\$25.28	\$25.78	\$26.28	\$26.78	\$27.28	\$28.28
2	Receptionist Administrative Professional I	O*2R O*2S	\$24.55	\$25.05	\$25.55	\$26.05	\$26.55	\$27.05	\$27.55	\$28.05	\$29.05
3	School Office Professional Data Processors Library Catalogers Health Room Office Professional	O*3S O*3D O*3L O*3H	\$25.88	\$26.38	\$26.88	\$27.38	\$27.88	\$28.38	\$28.88	\$29.38	\$30.38
4	Office Manager I Administrative Professional II Accounting Technician II Middle School AP Assistant	O*4M O*4S O*4T O*4A	\$27.06	\$27.56	\$28.06	\$28.56	\$29.06	\$29.56	\$30.06	\$30.56	\$31.56
5	Office Manager II Administrative Professional III Accounting Technician III	O*5M O*5S O*5T	\$29.57	\$30.07	\$30.57	\$31.07	\$31.57	\$32.07	\$32.57	\$33.07	\$34.07
6	Administrative Professional IV	O*6S	\$31.33	\$31.83	\$32.33	\$32.83	\$33.33	\$33.83	\$34.33	\$34.83	\$35.83

Note:

An employee who retires or separates service with at least three (3) years of service in the bargaining unit and is rehired as an educational support professional substitute within three (3) years of retirement or separation shall be paid at the entry level rate for salary range three (3), or the substitute rate, whichever is higher. (See section 6.3)

# Appendix B

## Lake Washington School District Educational Support Professional Performance Evaluation

Employee:

Job Title:

Evaluation Period: From            to

School/Department:

Directions:

1. Place a checkmark in the appropriate square.
2. Comments are required to justify "Improvement Needed" and "Unsatisfactory" performance levels.
3. To summarize your evaluation of the employee's performance level, use the Supervisor's Summary Comments at the conclusion of document.
4. Offer Employee the opportunity to comment in space provided at conclusion of document.
5. Signatures of both Supervisor and Employee are required.
6. *Optional* – Employee may elect to complete the Career Goals and Objectives plan.
7. Check one (1) box in each row.

**Legend for Performance Levels:**

Unsatisfactory	Does not meet job requirements—growth plan required
Improvement Needed	Lacks proficiency—growth plan needed
Proficient	Skilled and knowledgeable
Distinguished	Exemplary—consistently exceeds job requirements

**Note:** "Improvement Needed" and "Unsatisfactory" performance levels require comments.

**Confidential:**

The information supplied in this evaluation will be held in strict confidence and will be available only to direct-line administrators and/or the Superintendent's Office.

**SKILLS**

**Communication**

Listens effectively, speaks understandably, and writes clearly.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not listen.	<input type="checkbox"/> Sometimes listens.	<input type="checkbox"/> Listens effectively.	<input type="checkbox"/> Listens effectively, demonstrates understanding, clarifies meaning for others, and provides feedback.
<input type="checkbox"/> Does not speak understandably.	<input type="checkbox"/> Sometimes speaks understandably.	<input type="checkbox"/> Speaks with clarity.	<input type="checkbox"/> Speaks with clarity and is able to communicate with a diverse audience.
<input type="checkbox"/> Does not write clearly.	<input type="checkbox"/> Sometimes writes clearly.	<input type="checkbox"/> Writes clearly.	<input type="checkbox"/> Writes clearly and concisely at the level of understanding of the diverse audience.

**Comments:**

## SKILLS

### Critical Thinking

*Demonstrates problem solving, appropriate judgement and decision making skills, and is open to new ideas, anticipates needs, and provides creative, resourceful solutions.*

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not demonstrate problem solving abilities.	<input type="checkbox"/> Sometimes demonstrates problem solving abilities.	<input type="checkbox"/> Recognizes and defines the problem, finds a process, and selects appropriate action(s).	<input type="checkbox"/> Demonstrates a broad understanding of the problem solving processes. Achieves a high degree of success in reaching solutions and implementation.
<input type="checkbox"/> Does not make decision(s) without additional assistance.	<input type="checkbox"/> Sometimes takes initiative in making decision(s).	<input type="checkbox"/> Takes initiative to make decisions, completes tasks, displays original thinking.	<input type="checkbox"/> Demonstrates a high degree of decision making techniques.
<input type="checkbox"/> Does not think creatively, and does not generate new ideas.	<input type="checkbox"/> Sometimes thinks creatively and is open to new ideas.	<input type="checkbox"/> Displays original thinking and generates new ideas and alternatives.	<input type="checkbox"/> Generates creative ideas that are of significant value. Helps to implement new ideas.

**Comments:**

### Customer Service

Understands and satisfies customer needs. **Note:** Customers may include, but are not limited to, students, fellow employees and other persons inside and outside of the school district.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not understand customer needs.	<input type="checkbox"/> Sometimes understands customer needs.	<input type="checkbox"/> Demonstrates a broad understanding of customer needs.	<input type="checkbox"/> Consistently identifies and defines customer needs.
<input type="checkbox"/> Does not provide customer service.	<input type="checkbox"/> Sometimes provides customer service.	<input type="checkbox"/> Provides quality customer service. Follows through.	<input type="checkbox"/> Consistently achieves a high degree of customer satisfaction.

**Comments:**

### Interpersonal Relations

Treats all people with respect, dignity, and fairness. Is considerate of others, works effectively in teams, supports team decisions and aids in implementation, seeks assistance from others and shares expertise.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not treat people with respect, dignity and fairness.	<input type="checkbox"/> Sometimes treats people with respect, dignity and fairness.	<input type="checkbox"/> Treats all people with respect, dignity and fairness.	<input type="checkbox"/> Consistently treats people with respect, dignity and fairness.
<input type="checkbox"/> Does not actively cooperate with team members, or support team decisions.	<input type="checkbox"/> Sometimes cooperates and shows support for team decisions.	<input type="checkbox"/> Cooperates actively with team members and supports team decisions. Encourages others to participate.	<input type="checkbox"/> Consistently encourages others to participate in team decisions. Shows leadership in team decisions. Effective at improving inter-personal relations.
<input type="checkbox"/> Does not seek assistance from others or share ideas.	<input type="checkbox"/> Sometimes seeks assistance from others. Reluctant to consider ideas and input from others.	<input type="checkbox"/> Considers ideas and input of others. Shares expertise and is willing to ask for assistance.	<input type="checkbox"/> Consistently supports team ideas and decisions. Shares expertise and is willing to ask for assistance.

**Comments:**

## KNOWLEDGE

### Policies and Procedures

Understands appropriate policies and procedures related to assigned job.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not understand policies and procedures related to assigned job.	<input type="checkbox"/> Sometimes understands policies and procedures related to assigned job.	<input type="checkbox"/> Understands policies and procedures related to assigned job.	<input type="checkbox"/> Understands and incorporates appropriate policies and procedures related to assigned job.
<input type="checkbox"/> Does not follow policies and procedures related to assigned job.	<input type="checkbox"/> Sometimes follows policies and procedures related to assigned job.	<input type="checkbox"/> Follows policies and procedures related to assigned job.	<input type="checkbox"/> Consistently follows and assists in updating policies and procedures related to assigned job.
<input type="checkbox"/> Does not follow District policies and procedures.	<input type="checkbox"/> Sometimes follows District policies and procedures.	<input type="checkbox"/> Follows District policies and procedures.	<input type="checkbox"/> Consistently follows District policies and procedures.

**Comments:**

### Technical

Demonstrates technical/practical knowledge and applies skills and expertise needed to perform the assigned job.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not demonstrate technical expertise and practical knowledge and skills needed for the job.	<input type="checkbox"/> Sometimes demonstrates technical expertise and practical knowledge and skills needed for the job.	<input type="checkbox"/> Demonstrates technical expertise and practical knowledge and skills needed for the job.	<input type="checkbox"/> Consistently demonstrates technical expertise and practical knowledge needed for the job.

**Comments:**

### Duties and Responsibilities

Performs thoroughly, accurately, and meets job expectations.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not perform duties and responsibilities that meet job expectations.	<input type="checkbox"/> Sometimes performs duties and responsibilities that meet job expectations.	<input type="checkbox"/> Performs duties and responsibilities that meet job expectations.	<input type="checkbox"/> Consistently performs duties and responsibilities that meet and exceed job expectations.
<input type="checkbox"/> Does not produce thorough and accurate work.	<input type="checkbox"/> Sometimes produces thorough and accurate work.	<input type="checkbox"/> Produces thorough and accurate work.	<input type="checkbox"/> Consistently produces a high quality work product.
<input type="checkbox"/> Does not meet timelines and/or complete tasks on schedule.	<input type="checkbox"/> Sometimes meets timelines and completes tasks on schedule.	<input type="checkbox"/> Meets timelines and completes tasks on schedule.	<input type="checkbox"/> Consistently meets and exceeds timelines and completes tasks on schedule.

**Comments:**



## ATTRIBUTES

### Attitude

Exhibits a positive “can do” approach to tasks.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not demonstrate a positive attitude.	<input type="checkbox"/> Sometimes demonstrates a positive attitude.	<input type="checkbox"/> Demonstrates a positive attitude on a daily basis.	<input type="checkbox"/> Consistently supports others through positive verbal and non-verbal communication.
<input type="checkbox"/> Resists new ideas.	<input type="checkbox"/> Sometimes reluctant to consider new ideas.	<input type="checkbox"/> Supports new ideas.	<input type="checkbox"/> Initiates and supports new ideas.
<input type="checkbox"/> Does not handle stressful situations objectively.	<input type="checkbox"/> Sometimes has difficulty handling stressful situations objectively.	<input type="checkbox"/> Maintains objectivity with immediate, stressful/difficult situations.	<input type="checkbox"/> Consistently maintains objectivity with immediate, stressful difficult situations.

**Comments:**

### Flexibility

Accommodates and adapts to change.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Resists change in work environment	<input type="checkbox"/> Seldom offers to assist in implementation of change	<input type="checkbox"/> Adapts to change in work environment. Offers to assist in implementation of change.	<input type="checkbox"/> Consistently supportive of change and helps bring about. Takes initiative to implement change and share new ideas
<input type="checkbox"/> Resists sharing workload	<input type="checkbox"/> Sometimes volunteers to share workload	<input type="checkbox"/> Demonstrates willingness to share workload	<input type="checkbox"/> Consistently shares workload and develops a sense of team.

**Comments:**

### Initiative

Seeks and follows through on assignments.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Requires constant direction to complete assigned work.	<input type="checkbox"/> Sometimes requires direction to complete assigned work.	<input type="checkbox"/> Demonstrates initiative to complete work and achieves goals.	<input type="checkbox"/> Seeks new responsibilities that are challenging and difficult.

**Comments:**

### Professional Growth and Development

Seeks and demonstrates continuous self-improvement.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Unwilling to acquire new job skills	<input type="checkbox"/> Requires direction to acquire new, or upgrade current job skills	<input type="checkbox"/> Seeks to acquire new skills and upgrade current skills	<input type="checkbox"/> Consistently seeks to acquire new skills and new responsibilities
<input type="checkbox"/> Has difficulty identifying and setting goals	<input type="checkbox"/> Sometimes sets goals	<input type="checkbox"/> Sets and works to attain appropriate goals	<input type="checkbox"/> Consistently attains goals and seeks new ones
<input type="checkbox"/> Does not learn from mistakes	<input type="checkbox"/> Sometimes learns from mistakes	<input type="checkbox"/> Learns from mistakes	<input type="checkbox"/> Learns from mistakes and continues to demonstrate self-improvement

**Comments:**

**Professional Responsibilities**

Attendance, Punctuality, Safety and Confidentiality.

<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Proficient</b>	<b>Distinguished</b>
<input type="checkbox"/> Is not present on a regular basis which impacts responsibilities of colleagues	<input type="checkbox"/> Frequent absences negatively impact job performance	<input type="checkbox"/> Regularly attends work	<input type="checkbox"/> Consistently attends work maintaining professional responsibilities
<input type="checkbox"/> Consistently does not adhere to assigned hours	<input type="checkbox"/> Frequently does not adhere to assigned hours	<input type="checkbox"/> Regularly adheres to assigned hours	<input type="checkbox"/> Consistently adheres to assigned hours
<input type="checkbox"/> Does not foresee unsafe situations/hazards on job	<input type="checkbox"/> Does not communicate unsafe situations/hazards to appropriate supervisor in a timely manner	<input type="checkbox"/> Recognizes, communicates and avoids unsafe situations/hazards on job	<input type="checkbox"/> Takes a leadership role in proactively creating a safe workplace
<input type="checkbox"/> Seldom maintains confidentiality	<input type="checkbox"/> Sometimes inappropriately shares confidential information	<input type="checkbox"/> Maintains confidentiality	<input type="checkbox"/> Demonstrates a high degree of confidentiality

**Comments:**

**Supervisor's Summary Comments:**

**Employee's Comments:**

**Signatures:** *Signature does not necessarily imply the employee agrees with the preceding report, but only that he or she has seen and discussed it with the evaluator/supervisor.*

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

---

# Appendix C

## LWESP Office Professionals Mentor Program

Since September 1995, the Lake Washington School District, through its Classified Staff Professional Learning Program, has supported the LWESP Office Professionals Mentor Program, as outlined in Section 7.6.2.

### Purpose:

The program is designed to provide assistance to all new LWESP Office Professionals with support from an experienced LWESP Office Professional.

### Commitment:

A two-year support commitment is made to each Mentor/Protégé team. During the first year, a maximum of 6 days (48 hours) per team of release time and/or per diem is supported. During the second year, a maximum of 2 days (16 hours) per team is supported. The days may be a combination of release time and extra pay at per diem rate. In compliance with state and federal regulations, employees shall be compensated at time and half for any hours over a regular 40-hour week.

### Support Areas:

The following categories have been identified as common areas protégés may need guidance from mentors:

- o Payroll
- o Budget
- o Purchase orders
- o Substitute coordination
- o Technology
- o District processes/procedures
- o Problem solving
- o Conflict resolution
- o Communication (intra/inter)
- o Work calendar(s)
- o Office organization and systems
- o Opening/Closing school

### Other information:

Mentor/Protégé teams should use the Meeting Log form (attached) each time they meet to indicate the topic and to track the number of hours of support provided.

Release time is reported via a Release Time Request and approval form.

Per diem/Overtime is reported via an Extra Pay Record.

Please submit the Release Time form or Extra Pay Record, accompanied by a completed meeting log form, to Classified Professional Learning at the Resource Center for processing.

If, at any time, you have questions regarding this program, please contact the LWSD Professional Learning Office. Email: [classproflearn@LWSD.org](mailto:classproflearn@LWSD.org) Phone: 425-936-1434

LWESP Office Professionals Support Program  
Meeting Log

Year \_\_\_\_\_

Mentor \_\_\_\_\_ Protégé \_\_\_\_\_

DATE	TIME SPENT	ACTIVITY/COMMENTS

---

# Appendix D

## **Memorandum of Agreement Between the Lake Washington School District and the Lake Washington Education Support Professionals**

**WHEREAS** the Lake Washington Education Support Professionals (“LWESP”) and the Lake Washington School District (“District”) place a high importance on the social emotional health and wellbeing of our students and the value of equity and inclusion;

**WHEREAS** the Lake Washington School District reminds our school community of what is important:

- 4 – Four Learning Communities**, all important, all working to adapt to growth and change.
- 1 – One School District** – One Focus – helping students graduate ready for their future.
- 4 – For All Kids** – All kids feeling important, included, recognized and connected.;

**WHEREAS** office support professionals represented by LWESP who are assigned to work in schools (“school-based employees”) are an integral part of their school community and the greater Lake Washington School District community;

**WHEREAS** school-based employees work directly with students and are part of a school team working to support student success and wellbeing; and

**WHEREAS** the State has promulgated rules, effective September 1, 2019 related to student discipline;

**WHEREAS** the District is in the process of a multi-year implementation of a Positive Behavior Intervention System (PBIS) designed and intended to support students and create conditions to optimize student wellbeing and learning;

**WHEREAS** the parties desire to support all staff in understanding and implementing their schools’ PBIS system, as well as the State’s new rules, and the District’s response to same;

**THEREFORE**, the parties agree as follows:

1. Consistent with current Sections 3.6 through 3.8.2 of the parties Agreement, school-based employees will be trained on their school’s terms, definitions and protocols related to student discipline and corrective action, including but not limited to: What constitutes “exclusion” and a “brief duration”, Which staff are responsible for escorting a student to the office, and Who is responsible for supervising a student during an exclusion and a non-exclusion.
2. School-based employees in Positive Behavior Intervention and Supports (PBIS) schools and schools phasing in PBIS, will be trained on their school’s use of PBIS, including but not limited to the school’s common expectations, and tiered responses to behavior. School-based employees in schools that have not yet implemented PBIS will be trained in their school’s common expectations and systems. Whenever possible, school-based staff will attend training with their building colleagues. When such is not possible, training will occur consistent with Sections 3.6.1, 3.6.2 and 3.6.4 of the parties’ collective bargaining agreement. For the 2019-20 school year, such training will occur no later than thirty (30) calendar days after ratification of the successor agreement to the contract that expired on August 31, 2019.
3. By October 1 of each school year, the building administration at each school will inform school-based employees of the plan for identifying and communicating who the principal’s designee is when the principal is out of the building and provide school-based employees the opportunity for questions and

discussion regarding the plan. Updates will be provided to school-based employees in advance of changes to the school's plan.

4. Decisions regarding the administration of student discipline shall not be the responsibility of LWESP employees. Neither shall LWESP employees be responsible for notifying parents or guardians, or providing explanations, details or rationale for the exclusion or discipline of a student.
5. Because the District is in the process of a multi-year implementation of PBIS, the parties will dedicate a meeting at least once a year to discuss the PBIS program. The Association President, WEA representative, Associate Director of Human Resources – Classified Staff, and Associate Superintendent – Student & Community Services, and the Director of Student Services will attend, and any others mutually agreed to by the parties.


**NOTE: Association's understanding of classroom exclusion and LWESP employees' role**

*The parameters for determining what constitutes a classroom exclusion (e.g., what is a "brief duration") is delegated to school administration.*


*A classroom exclusion is not the same as a suspension or an expulsion; these trigger additional rules for certificated instructional and certificated supervisory staff. We are not aware of new notification requirements being made on LWESP members as it relates to notifying parents or guardians in student suspension or expulsion situations.*

**Tentative Agreement**

For the Association

  
\_\_\_\_\_  
Date 1/24/2020

For the District

  
\_\_\_\_\_  
Date 1/24/2020

# Appendix E

## Lake Washington School District RECLASSIFICATION REVIEW REQUEST

**To Employees:** Complete this form if you want to request a review of your position to determine whether it should be reclassified. Be sure to read the Guide to Completing the Reclassification Review Request. Keep a copy of the form and any attachments for your records and give these completed documents to your supervisor to review between November 1 and by January 16. Your supervisor will review and complete the "Supervisor Review" section, sign the form and submit it to Human Resources, the LWESP President or designee, and you within 15 calendar days of receipt, but no later than February 1.

**Additional Information:** Attach extra pages to provide any other information you believe will be helpful in understanding the job duties assigned to your position. The entire packet you submit (meaning this form and any attachments), should be no longer than ten pages.

**To Supervisors:** Review the employee's statements and complete the "Supervisor Review" section. Send the completed form to Human Resources, LWESP President or designee, and the employee within 15 calendar days of receipt, but no later than February 1. If you disagree with any of the employee's statements, please discuss the Reclassification Review Request with the employee.

Date Received
Employee's Supervisor
Human Resources

Employee Name: Last, First	Telephone	E-mail Address
Department/Location	Work Days and Work Hours if other than Monday through Friday, 8 a.m. to 5 p.m.	
Supervisor Name and Title	Telephone	E-mail Address
Current Classification/ Job Title	Working Title (if different from current classification title)	
FOR HUMAN RESOURCE OFFICE USE ONLY:		
Decision: Y / N	New Classification Title:	Effective Date:

**1. Main Job Duties:** Describe your major duties (those which take at least 5% of your work week to perform). *Attach additional sheets if necessary*

Job Duties	% Time	Check if outside job classification & specify how long you've had these duties
		<input type="checkbox"/>
		<input type="checkbox"/>

		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

\*(Omission of % of time information could result in delay of review.)

**2. Knowledge & Technical Skills:** Provide some examples of knowledge and technical skills applicable to your position.

**3. Problem Solving:**

A. Does your job involve problem solving in which you must consider and synthesize numerous variables? If so, provide some examples.

B. In your job, what degree of independence do you have in creative problem solving and deciding on a course of action? Provide some examples.

C. Please describe the training and experience you draw upon to do the kinds of complex and creative problem solving that you described above,



D. Please describe the extent to which your position requires time management skills and the ability to establish and balance priorities.

**4. Direction of the Work of Others:**

A. In your job, to what extent are you required to direct the work of others, and to what extent are you responsible for that work being accomplished?

**People Whose Work You Direct:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
FTE (Full Time Equivalent):  Permanent  Temporary  Seasonal

What is the nature of the work performed by this person that you direct?

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
FTE (Full Time Equivalent):  Permanent  Temporary  Seasonal

What is the nature of the work performed by this person that you direct?

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
FTE (Full Time Equivalent):  Permanent  Temporary  Seasonal

What is the nature of the work performed by this person that you direct?

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
FTE (Full Time Equivalent):  Permanent  Temporary  Seasonal

What is the nature of the work performed by this person that you direct?

---

**5. Impact on the Organization**

A. To what extent does what you do or not do impact the organization, students and/or employees? Please give examples.

B. To what extent does what you do or not do influence public perceptions of the organization? Please give examples.

C. To what extent do the decisions you make in this position create risk for the organization? Please give examples.

At which job title (as reflected in Appendix A of the Collective Bargaining Agreement) do you believe your current position should be classified, and why? In answering this question, you should provide any additional information that you believe should be considered in the review of your position. (Add additional pages as necessary.)

**6. Employee Review:**

The information I have provided is accurate and complete to the best of my knowledge and belief:

\_\_\_\_\_  
**Employee Signature** **Date**

**7. Supervisor Review:**

**The information on the Reclassification Review Request is accurate and complete to the best of my knowledge and belief.  Yes  No**

If you do not agree with any of the information on the Reclassification Review Request, please explain why below, or attach additional page(s).

**Please describe the level of supervision you exercise over this position:**

**Please list examples of decisions that the employee is authorized to make without your prior review.**

**Add any additional information that you believe should be considered in the review of this position.**

\_\_\_\_\_  
**Supervisor's Signature** **Date**

\_\_\_\_\_  
**Supervisor's Name** (type or print)

# Guide to Completing the Reclassification Review Request

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## Introduction

The purpose of the Reclassification Review Request is to collect information necessary to understand your position and compare it to existing job positions, to determine the proper classification for your position.

This guide has been designed to assist you with completing the Reclassification Review Request form. After you have completed the form, submit it (and any attachments) to your supervisor. The total packet (form and attachments) should be no more than ten pages. The **earliest** you can submit the form to your supervisor is **November 1**; the **latest** you can submit it to your supervisor is **January 16**.

Your supervisor will review and complete the “Supervisor Review” section, sign the form and submit it to Human Resources, the LWESP President or designee, and you within 15 calendar days of receipt, but no later than February 1.

Submitting information that is as clear and complete as possible will help the LWESP/LWSD Reclassification Committee when they review your Reclassification request. Leaving any requested information out may result in a delay of your review.

**For additional information on the Reclassification process, see Section 6.5 of the LWESP Collective Bargaining Agreement.**

## Suggested Approach to Completing Your Reclassification Review Request

It is suggested that you review:

- The Reclassification Review Request and this guide to familiarize yourself with the information that you will need to convey.
- Current, official job descriptions, including the job description for your own position, which your human resources office and the LWESP/LWSD Reclassification Committee will use to evaluate your request and to determine the appropriate classification for your position. Current, official job descriptions are available from Human Resources or from the LWESP President.
- Information about your position and duties that may be on file with your supervisor or in your personnel file, and/or information related to your performance evaluations. These sources are often good places to start your description of your job duties.

You may find it helpful to spend a small amount of time every day over several days or a couple of weeks to gather ideas and information you can use to complete your Position Reclassification Review Request. Take time at the outset to formulate some ideas. Then, on a daily basis, jot down thoughts and observations that will help you answer the form. Your daily notes may cause you to add items you hadn't thought of initially or revise those that you listed but later found to be different (e.g. percentage of time spent on an activity was really more than recorded at first). Once you feel you have enough information to create a clear and concise description of your position, finalize the form.

## Reclassification Review Request Instructions

Each numbered instruction corresponds to the numbered sections on the Position Review Request form.

### 1. Main Job Duties

Describe the main job duties (those which take at least 5% of your work week to perform) assigned to your position beginning with the tasks that are most important or responsible. Try to group similar tasks together into major duties and, for each major duty, estimate the percent of time on a weekly basis that you devote to the task. If a duty is performed less frequently than on a weekly basis but it is an important job duty assigned to you, please include information about this as well. Describe any responsibilities for determining methods of work, or innovative or creative responsibilities that are part of the job.

Breaking a complex assignment down into its individual elements will make your job responsibilities clearer. See the following examples:

Avoid job responsibility statements like:

- I have responsibility for all of our department's budgets.

Instead describe tasks:

- I maintain all of our department's purchasing and payroll records for both state funds and grants and contracts.
- I review all purchase requests for compliance with agency/institution and funding agency policy. I review any problem requests with the purchaser to ensure that all expenditures comply with applicable policies and regulations.

In the right-hand columns indicate the **% of time** each duty requires. Check those duties which you believe fall **outside your current job classification and specify how long you have performed these duties**.

### 2. Knowledge & Technical Skills

List examples of specific technical skills and knowledge that are needed in the position.

### 3. Problem Solving

Complete according to instructions on the form.

Section A focuses on whether you must assess and integrate a number of variables as you are deciding how to proceed with a task or project, or how handle a situation.

Section B focuses on whether, and to what extent, the job entails creative problem solving for deciding on a course of action (as opposed to work where you follow set steps or processes and that doesn't call for problem solving). Section B also focuses on whether, and to what extent, there is autonomy allowing you to choose a course of action (as opposed to needing to get approval).

Section C asks you to describe training and experience that guides you in doing the kinds of complex, creative, and independent problem solving that you described in Section B. You do not need to note general educational experience such as an associate's or a bachelor's degree unless it is a job requirement for the position that you believe is the best match for the work you perform. List any specific skills or competencies that are needed to perform your job.

Section D focuses on how much the position requires time management skills and being able to set and balance priorities.

#### **4. Direction of the Work of Others**

This section focuses on whether the position calls on you to direct the work of others, and has you identify those individuals and the position they hold in the organization and the nature of the work they perform that you direct.

#### **5. Impact on the Organization**

This section seeks information on the impact the work done in your position has on the District as a whole (“the organization”).

Respond to the questions asked in Sections A through C, giving examples.

The last question helps the Reclassification Committee understand which position you believe better matches the work you do and why. To help you answer the last question, review the list of job titles in the LWESP Salary Schedule, which you will find in Appendix A of the Collective Bargaining Agreement. Think about which one seems to best match the work you do in your position. If it would help, review a copy of the current, official job description for other positions, which you can get from Human Resources or from the LWESP president.

#### **Employee Review**

Sign and date, indicating the information you have provided is accurate and complete to the best of your knowledge and belief.

#### **Supervisor Review**

The supervisor should carefully review the information provided on the Reclassification Review Request, fill out the supervisory review section, and ensure that the Review Request is submitted to the human resources office within 15 calendar days of receipt, but no later than February 1.

# Appendix F

**Between the Lake Washington School District (LWSD)  
and the Lake Washington Education Support Professionals (LWESP)**

**Letter of Understanding**

**Epinephrine Autoinjectors and Nasal Spray Administration**

The LWSD and the LWESP agree that new legislation has been passed concerning the use of epinephrine autoinjectors when not prescribed to a student and legend drug nasal spray and the use of legend drug nasal spray for students. The legislation is entitled Engrossed Senate Bill 5104 – Epinephrine Autoinjectors and Substitute House Bill 1541 – Administration of Nasal Spray.

The parties have an interest in complying with the law, establishing policy for implementation of the law, and in providing clear communication and guidance to employees and administrators.

Substitute House Bill 1541 – Administration of Nasal Spray

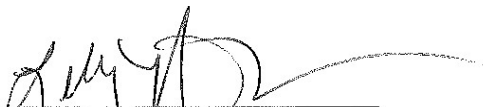
Currently, Board Policy governs the actions of employees in regards the administration of medications to students. The new legislation regarding nasal spray requires the School Board to adopt policy for the administration of nasal spray. Until promulgation of such policy, the current School District Policy and Procedures remain in place. Prior to implementation, new Board Policy and/or Procedures, if any, will be shared and discussed with the Association.

Engrossed Senate Bill 5104 – Epinephrine Autoinjectors


Currently, Board Policy governs the actions of employees in regards to the administration of medications to students. The new legislation regarding epinephrine autoinjectors (“epi pens”) requires OSP1 to promulgate administrative regulations or guidance for implementation of the law. Thereafter, the School Board will adopt implementing policy. Until such actions, the current School District Policy and Procedures remain in place. Prior to implementation, new Board Policy and/or Procedures, if any, will be shared and discussed with the Association.

In order to provide a safe learning and working environment in our schools, time will be spent prior to the start of the school year to communicate and train employees on current legislative changes that affect employees’ duties and responsibilities.

UNDERSTOOD AND AGREED:

  
\_\_\_\_\_  
For the Association

7/25/16

  
\_\_\_\_\_  
For the District

7/25/16

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# Appendix G

**Between the Lake Washington School District (LWSD) and  
the Lake Washington Educational Support Professionals (LWESP)**

**Letter of Agreement**

Whereas the parties finalized a three (3) year successor agreement after the August 31, 2019 expiration date of the previous collective bargaining agreement, the parties hereby agree that the terms and conditions of the successor agreement shall be retroactive to September 1, 2019, and that all terms and conditions of the successor agreement shall be treated as having been in full force and effect as of that date.

 \_\_\_\_\_ | \_\_\_\_\_ *1/23/2020* \_\_\_\_\_  
For the Association Date

\_\_\_\_\_ | \_\_\_\_\_ *1/23/2020* \_\_\_\_\_  
For the District Date

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# Appendix H

**Memorandum of Agreement  
Between  
the Lake Washington School District  
and the  
Lake Washington Education Support Professionals  
related to ARTICLE 13 and Implementation of SEBB**

1. From September 1, 2019 through December of 2019, the District shall maintain current practices for implementing insurance coverage for Split Assignment Employees, as set forth in the parties' 2017 Memorandum of Agreement regarding Split Assignment Employees. The "premium holiday" in Section 13.1, above, shall be extended to Split Assignment Employees.
2. Effective January 1, 2020, Sections 13.1, 13.2 and 13.3 shall be replaced with the following:

**Section 13.1 School Employees Benefits Board (SEBB) Program**

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined below. Employees shall pay their employee portion of SEBB insurance premiums as adopted by SEBB.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits offered by the District through the SEBB will include but not be limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia; and
- Medical

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) should they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. As available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

**Section 13.1.1 Dependent Coverage**

Legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents who were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the District and paid to the HCA for this purpose.



### **Section 13.1.2 Eligibility**

Consistent with WAC 182-31-040, an employee is eligible for the employer contribution towards School Employees Benefits Board (SEBB) benefits and shall be offered SEBB benefits if they are anticipated to work at least six hundred thirty hours per school year. Any change to legal eligibility rules will control.

The eligibility effective date for an employee shall be determined in accordance with SEBB rules and regulations.

All compensated hours in any position within the District during the school year shall count for purposes of establishing eligibility, in accordance with SEBB rules and regulations. Eligibility of employees on unpaid leave status will be determined in accordance with SEBB rules and regulations, or, in the absence of applicable rules and regulations, on a case-by-case basis.

### **Section 13.1.3 Collaborative Review Process**

The parties agree to the following:

- Meet on a regular basis to assess the impact of the transition to SEBB on staff;
- Problem solve around barriers or challenges to the transition;
- Reach mutual agreement on resolution to identified challenges or impacts;
- The District will provide the Association with information upon request,
- Review benefits eligibility and/or termination issues.

### **Section 13.1.4 Benefit Enrollment/Start**

Benefit coverage for new employees will begin in accordance with WAC 182-31-040 or other SEBB rules or regulations.

### **Section 13.1.5 Continuity of Coverage**

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee meets the SEBB eligibility criteria. If an employee does not meet SEBB eligibility criteria, the employee shall be offered benefits coverage beginning in the month following the establishment of eligibility.

### **Section 13.1.6 Benefit Termination**

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive the benefits through the last day of the month in which the resignation is effective. An employee must complete his or her contract year in order to be eligible for summer benefits.

- For example, an employee whose contract work days continue through August 31 who resigns June 20, benefits terminate June 30.
- An employee whose contract work days continue through the end of the student year and who resigns at the end of the student year, benefits coverage will continue through August 31.

Any exception shall be requested by the employee and confirmed by the District. Employees who retire in the month of June and have a retirement date end of June will have their benefits terminate at the end of June.

### **Section 13.1.7 Legislative Changes**

If changes are made to state laws, rules or regulations governing elective benefits or SEBB insurance coverage, either party may request to meet to discuss through the collaborative review process.

### **Section 13.1.8 Additional Issues**

With proof of insurance, an eligible employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose. All of the provisions of Article 13 shall be interpreted consistent with applicable SEBB rules and regulations.

3. Effective for the duration of the successor agreement, Section 13.4 shall remain in effect and shall read as follows:

**Section 13.4 Liability**


The District will provide liability insurance coverage for employees against claims or damages brought against that employee for actions while the employee was acting within the scope of their employment.

4. Effective January 1, 2020, Section 13.5 shall be replaced with the following:

**Section 13.5 Voluntary Benefits Advisory Committee**

A joint benefits advisory committee will be composed of representation from all employee groups and appropriate central office administrators. LWESP shall have a minimum of one (1) representative, chosen by the LWESP President, on the committee. The committee will review voluntary insurance programs offered by the District, the premium schedules, and make recommendations for changes as allowed by SEBB rules and regulations.

 \_\_\_\_\_, Date 1/24/2020  
For the Association

 \_\_\_\_\_, Date 1/24/2020  
For the District

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# Appendix I

**Memorandum of Agreement  
Between  
the Lake Washington School District  
and the  
Lake Washington Education Support Professionals**

The Lake Washington School District (“District”) and Lake Washington Education Support Professionals (“Association”) agree that the December 31, 2019 balance of medical insurance pool money, as provided for in Article 13 of the CBA between the Parties, will be applied to cover the premium cost of the Washington Paid Family Medical Leave program (PFML) for LWESP employees. The usage of the medical pool money is to cover the LWESP employee portion of the PFML premium coverage beginning January 1, 2020. The District will be responsible for its portion of the PFML premium.

The parties anticipate that there will be sufficient medical pool dollars to continue paying all or a portion of LWESP employees’ PFML premiums past December 31, 2020. The District will report the remaining medical pool balance information to the Association prior to the 2020-21 Winter Break. If, after December 31, 2020, medical pool premium pool funds remain, the District will continue to use those funds to pay for the LWESP employee premium until the funds are exhausted and no funds remain to pay all or any portion of the employee portion of the premium. Once the funds are exhausted, LWESP employees and the District shall each be responsible for their portion of the premiums as established by law.

The District will notify the Association at least thirty (30) calendar days in advance of employees being responsible for any portion of the PFML premium and before being responsible for the entire employee portion of the PFML premium.

The District will notify the Association the total funds remaining in the self-insured vision insurance plan by January 10, 2021.

For the Association



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Date 1/24/2020

For the District



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Date 1/24/2020

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# Appendix J

**Memorandum of Agreement  
Between  
the Lake Washington School District  
and the  
Lake Washington Education Support Professionals  
related to Student Health, Safety and Support,  
Growth in Enrollment, Service and Staffing,  
and New State Immunization Rules for Students and Schools**

1. The parties will meet by April 30, 2020 to review the District's staffing model and staffing allocations, staffing needs and the parties' staffing agreements, and to advise the Association President of the timelines for the upcoming annual budget process.
  - a. Participants will be limited to five (5) representatives from the District and five (5) representatives from LWESP and appointed by the Association president. Adjustment to these representation numbers may occur as mutually agreed by the parties. The District will be represented by the Deputy Superintendent and a representative of Human Resources. The Association will be represented by the Association President or designee and a WEA staff person.
  - b. The meeting will be chaired by the Deputy Superintendent, who will collaborate in advance with the LWESP President or designee on the meeting agenda and any follow up actions as appropriate.
  - c. The meeting will occur during the workday. The District will provide release time for LWESP representatives and will cover related substitute costs, if any. Association leave will not be charged.
  
2. To ensure continuity, consistency, and dedicated staff to assist students in school health rooms, the Health Room Office Professional position is a six (6) hour position at elementary and middle school and a six and a quarter (6.25) hours position at the high school. This shall take effect with all new hires.
  - a. Carson, Einstein, McAuliffe, Mead, Rockwell, Rosa Parks, Smith Elementary Schools and Rose Hill Middle School currently employ more than one (1) employee to fill the six (6) hour Health Room Office Professional position for the school. The Health Room Office Professional position at all of these grandfathered schools will be filled by one (1) employee by the start of the start of the 2022-2023 school year.
  - b. If any Health Room Office Professional at the grandfathered schools leave their split assignment before that deadline, the six (6) hour position will be offered first to the remaining Health Room Office Professional at that site. If the remaining Health Room Office Professional does not elect to take the six (6) hour position, the remaining hours will be posted as a temporary position until the end of the contract year.
  - c. By the start of the next contract year, the position will be filled as a six (6) hour position by one (1) employee.
  
3. Effective with the 2019-20 school year, the work calendar for the Health Room Office Professional position at each school will increase by five (5) days for a total of 185 days each contract year. This is

in consideration of the added responsibility of Health Room Office Professionals managing the collection of immunization records under the direction of the Health Services Specialist, as well as the added responsibility of assisting the Health Services Specialist in the collecting of student medication before the start of the school year. A minimum of three (3) of these days will be worked prior to the start of school. One (1) day will be worked after the school year has ended. The remaining day will be worked according to the needs of the health room. All five (5) days will be placed on the annual work calendar and approved by the principal. The 2019-20 phase-in of these new requirements and responsibilities will be addressed on a case-by-case basis at each school as needed to accommodate the fact that the parties have had little advance notice and employee work calendars have been set.

4. Effective with the ratification of the contract, each Elementary School will receive an increase in School Support Specialist time by .5 hours for a total of eight (8) hours per day.
5. Effective with the ratification of the contract, each Choice School will be staffed with an eight (8) hour Office Manager position.
6. The District retains the rights and will follow the obligations contained in Article 18 of the parties' Collective Bargaining Agreement.
7. The parties agree that a committee focused on safety, security, and visitor management is important to ensure fidelity of implementation of the secure entry and visitor management system chosen by the District for use in District facilities. The District will develop a committee that engages multiple stakeholders. Five (5) representatives from LWESP and appointed by the Association president will participate on the committee. The committee will begin meeting March 2, 2020 and will conclude its work with a report by June 30, 2020. In the event issues of impact and implementation of the security system on existing employee workload are not be addressed by the committee prior to implementation of the security system at any new worksites, the parties shall meet to address same prior to such implementation.

**Tentative Agreement**

**For the Association**

  
\_\_\_\_\_

Date

1/24/2020

**For the District**

  
\_\_\_\_\_

Date

1/24/2020