

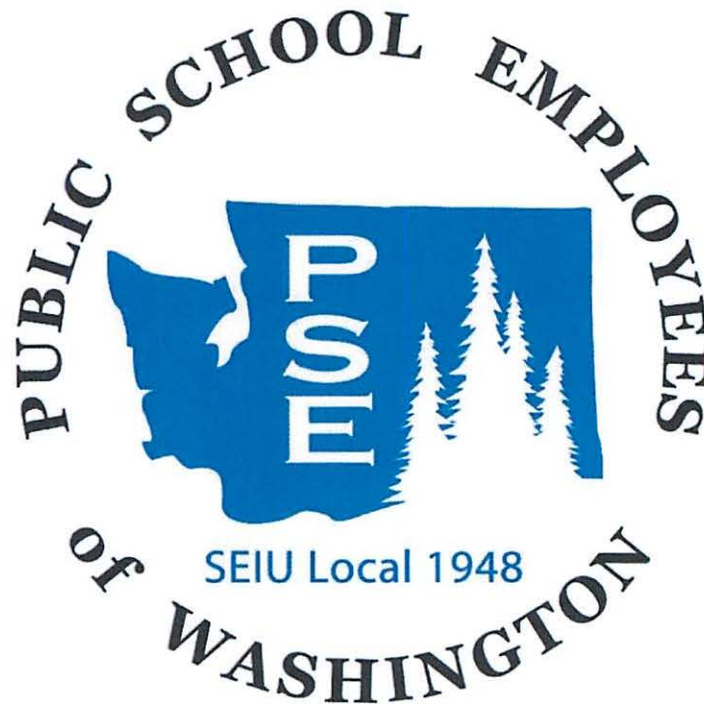
COLLECTIVE BARGAINING AGREEMENT BETWEEN

MEAD SCHOOL DISTRICT #356

AND

PUBLIC SCHOOL EMPLOYEES OF MEAD-MAEOP
(ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL)

SEPTEMBER 1, 2021 - AUGUST 31, 2023



Public School Employees of Washington/SEIU Local 1948
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TABLE OF CONTENTS

	Page
DECLARATION OF PRINCIPLES	1
PREAMBLE	1
ARTICLE I RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II RIGHTS OF THE EMPLOYER	2
ARTICLE III RIGHTS OF THE EMPLOYEES	3
ARTICLE IV RIGHTS OF THE ASSOCIATION	5
ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION	7
ARTICLE VI ASSOCIATION REPRESENTATION	7
ARTICLE VII HOURS OF WORK AND OVERTIME	8
ARTICLE VIII HOLIDAYS & VACATION	10
ARTICLE IX LEAVES	11
ARTICLE X SENIORITY AND LAYOFF PROCEDURES	16
ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES	19
ARTICLE XII INSURANCE AND RETIREMENT	19
ARTICLE XIII PROFESSIONAL DEVELOPMENT	20
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	21
ARTICLE XV GRIEVANCE PROCEDURE	23
ARTICLE XVI TRANSFER OF PREVIOUS EXPERIENCE	24
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	25
ARTICLE XVIII SAFETY AND HEALTH	26
ARTICLE XIX TERM AND SEPARABILITY OF PROVISIONS	27
ARTICLE XX DISTRIBUTION OF AGREEMENT	27
SIGNATURE PAGE	28
SCHEDULE A (2021-2022)	29
SCHEDULE A (2022-2023)	30
PROFESSIONAL DEVELOPMENT STIPEND	31
EVALUATION FORM	32
APPENDIX A (MAEOP RECLASSIFICATION PROCEDURE)	33-34
MEAD-MAEOP REQUEST FOR RECLASSIFICATION	35-36
RECLASSIFICATION CHECKLIST	37

DECLARATION OF PRINCIPLES

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

The parties agree that mutual respect is the key to the foundation of a successful organization. It is the intent of this Agreement that the dignity and worth of the individual shall be respected.

PREAMBLE

This Agreement is made and entered into between Mead School District Number 354 (hereinafter "District") and the Mead Association of Educational Office Personnel, an affiliate of Public School Employees of Washington / SEIU 1948 (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.

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

1 **Section 1.2. Job Descriptions.**

2 The District shall provide current job descriptions for all positions subject to this Agreement. Any
3 modification of existing positions shall occur only after discussions in Labor Management meetings as
4 to wages, hours and working conditions. The creation of new positions will include a review of the
5 position using the MAEOP Category Reclassification process for appropriate wage placement.
6

7 **Section 1.3. Bargaining Unit Defined.**

8 The bargaining unit to which this Agreement is applicable shall consist of all full-time and part-time
9 classified employees as listed on Schedule A.
10

11 **Section 1.3.1. Substitutes.**

12 Substitutes are casual employees who work thirty (30) cumulative days or less in any one
13 school year and will be paid the substitute rate of pay. Substitutes who work thirty-one (31)
14 cumulative days or more in the current or previous school year will be paid at the MAEOP
15 salary schedule at the lowest Step I rate and will not receive other benefits or contract rights.
16

17 Former MAEOP members who substitute in a MAEOP position will be paid on the MAEOP
18 salary schedule at the lowest Step I rate for all hours worked in the MAEOP position.
19

20 Employees hired to fill temporary positions and leave replacement positions will be hired for a
21 specific period of time, during which they shall be subject to all provisions of this Agreement
22 and seniority rights as defined in Section 10.3.1. Regular employees filling temporary
23 positions or leave replacement positions shall not be excluded from any provisions of this
24 Agreement
25

26
27 **ARTICLE II**

28
29 **RIGHTS OF THE EMPLOYER**
30

31 **Section 2.1. District Rights.**

32 It is agreed that the customary and usual rights, powers, functions and authority of management are
33 vested in management officials of the District. Included in these rights in accordance with and subject
34 to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force;
35 the right to determine job descriptions for positions; the right to hire, promote, retain, transfer and
36 assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
37 against employees for justifiable cause; and the right to release employees from duties because of lack
38 of work. The District shall retain the right to maintain efficiency of the District operation by
39 determining the methods and the means by which operations undertaken by the employees in the unit
40 are to be conducted.
41

42 **Section 2.2. Reasonable Rules and Regulations.**

43 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
44 District. In making rules and regulations relating to personnel policies, procedures and practices, and
45 matters of working conditions, the District shall give due regard and consideration to the rights of the
46 Association and the employees and to the obligations imposed by this Agreement. This Agreement
47 shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be
48 contrary to or inconsistent with its terms.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1. Unit Participation.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2. Matters of Concern.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3. Representation.

Employees subject to this Agreement have the right to have Association representatives present in conferences between themselves and supervisors or other representatives of the District if the conference is disciplinary in nature. The District shall inform the employee of the intent of the conference in advance.

Section 3.4. Delegation.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered to appropriate officials of the Association.

Section 3.5. Discrimination.

The Board and Association agree that neither shall discriminate against any employee of the District with respect to race, creed, color, religion, national origin, age, honorable-discharge veteran or military status, sex, sexual orientation including gender expression or identity, marital status or 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.

Section 3.6. Personnel Files.

The District shall maintain a single, official personnel file on each employee. The personnel file of each employee is confidential and as such shall be available for inspection only to the management of the District and the individual employee. By prior appointment, which shall not be unreasonably withheld, the individual employees shall have the opportunity to review the contents of their personnel file and copy, at their expense, materials within the file.

At the employee's request, some other individual of the employee's choosing may be present for the review of the file. Review of the personnel file will be supervised by the Superintendent or his/her designee. The employee shall have an opportunity to attach written comments to anything in the file which he/she considers derogatory. Any materials of a derogatory nature can be removed from an

1 employee's file at the employee's request, provided that the employee has demonstrated that the
2 problem causing the material to be placed in the file has not reoccurred in the past three (3) years.
3 All written materials to be placed in the file will originate with the management of the District or with
4 the employee. Materials originated by the management, in each instance, will be forwarded to the
5 employee at the time they are placed in the official District personnel file. Anecdotal records may be
6 kept by a supervisor, provided they are shown to the affected employee(s) at the time they are
7 developed.

9 Nothing in this agreement precludes the District from providing documents in accordance with public
10 disclosure laws. The District will make a diligent attempt to notify any employee prior to the release
11 of any requested document(s) and the employee will have the right to review those documents before
12 release.

14 **Section 3.6.1.**

15 The District has the right to retain documents and files regarding investigations, grievances,
16 background checks, medical information and any other files required by law. Such information
17 and documentation will be kept in a separate file, in the Human Services office.

19 **Section 3.7. Evaluations.**

20 The purpose of observations and evaluations is not only to observe the quality and quantity of work of
21 the employee but shall be used to evaluate and guide the employee in the performance of the
22 employee's duties in a positive and helpful manner. Employees will have the opportunity to discuss the
23 results of the evaluated observations with their immediate supervisor or designee. Copies of all written
24 reports on the observation of the person's performance will be given to the employee. The immediate
25 supervisor or designee will be responsible for the observations and evaluations. The employee shall
26 have the right to attach a written statement to the evaluation. Each employee subject to this Agreement
27 may appeal his/her evaluation to the Superintendent or Superintendent's designee responsible for
28 personnel.

30 Only administrative supervisors will perform these evaluations. The administrator and employee will
31 determine by mutual agreement the date and time the observation will occur. The evaluations will
32 occur at least once in the employee's work year, except those new employees will be evaluated at least
33 twice in their first year of employment. Evaluations will occur no later than the employee's last
34 scheduled workday of the school year or in the case of a fulltime (260 day) employee no later than
35 June 30.

37 The intent of the evaluation process is to make the employee aware of issues concerning his/her
38 performance as they arise, providing them an opportunity to work with their supervisor to correct and
39 improve the deficiency prior to any evaluation being developed. The evaluation shall not be used as a
40 disciplinary tool. The supervisor will use the Mead School District and Mead Association of
41 Educational Office Personnel Evaluation form, which shall be attached to this agreement. Evaluations
42 will remain in the employee personnel file. Issues contained in the formal evaluation which reflect
43 substandard job performance by the employee will be issues that have been previously discussed with
44 that employee by the supervisor. To allow the employee sufficient time to improve performance, it is
45 expected that job performance concerns will be discussed with the employee at the earliest possible
46 time but no later than fifteen (15) workdays after the time when it first comes to the attention of the
47 supervisor.

1 No member of the bargaining unit will produce the evaluation document for any other member of the
2 bargaining unit.

3
4 **Section 3.8. Civility.**

5 The district believes that a safe and civil environment is essential and therefore is committed to
6 providing high quality and nurturing work and learning environments where all individuals are treated
7 with respect and civility; Individuals who have demonstrated uncivil and inappropriate conduct shall
8 be subject to the appropriate administrative action in accordance with school district policy/procedures
9 5011 & 5282.

10
11 **Section 3.9. Immunizations.**

12 Per Policy and Administrative Directive 6512, all employees are required to complete an Immunization
13 History form to be placed on file at the district office. In the event of an outbreak of a vaccine-
14 preventable disease in school, the local health officer has the authority to exclude all susceptible
15 persons. A staff member may claim an exemption for health, religious or philosophical reasons unless
16 otherwise ordered by local, state, or federal health authorities. However, such a staff member who files
17 an exemption may be excluded if an outbreak occurs at his/her school.

18
19 **Section 3.10. Safe Working Environment.**

20 The Employer and the Association recognize the right of employees to have a workplace that meets
21 legal standards for safety and health and pledge their joint efforts to ensure that all such standards are
22 met. In the event the employee is assigned to a position wherein his/her physical health or physical
23 safety is in jeopardy, the District will take any necessary steps to reduce the risk of illness or injury.

24
25
26
27 **ARTICLE IV**

28
29 **RIGHTS OF THE ASSOCIATION**

30
31 **Section 4.1. Matters of Concern.**

32 The Association has the right and responsibility to represent the interests of all employees in the unit,
33 to present its views to the District on matters of concern either orally or in writing, and to enter
34 collective negotiations with the object of reaching an agreement applicable to all employees within the
35 bargaining unit.

36
37 **Section 4.2. Discipline Notification.**

38 The Association shall promptly be notified by the District of any disciplinary action of any employee
39 in the unit. The Association is entitled to have an observer at hearings conducted by any District
40 official or body arising out of grievance and to make known the Association's views concerning the
41 case.

42
43 **Section 4.3. Delegation.**

44 The Association reserves and retains the right to delegate any right or duty contained herein to
45 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State
46 Organization.

1 **Section 4.4. Employee Lists.**

2 On or before the first day of November, the District shall provide the President of the Association with
3 the name, address, phone number and hourly rate of pay for each employee in the bargaining unit.
4

5 **Section 4.4.1.**

6 The District shall furnish to the Association upon request any information which is accessible
7 under statutes of the State of Washington.
8

9 **Section 4.5.**

10 Representatives of the Association, upon making their presence known to the District, shall have
11 access to the District premises during business hours, provided that no conferences or meetings
12 between employees and Association representatives will in any way hamper or obstruct the normal
13 flow of work.
14

15 **Section 4.6. Bulletin Boards.**

16 The District shall provide a bulletin board space in each school for the use of the Association. The
17 bulletins posted by the Association are the responsibility of the officials of the Association. Each
18 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
19 bulletins may not be posted. There shall be no other distribution or posting by employees or the
20 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
21 property, other than herein provided.
22

23 **Section 4.6.1.**

24 The responsibility for the prompt removal of notices from the bulletin boards after they have
25 served their purpose shall rest with the individual who posted such notices.
26

27 **Section 4.7. Use of District Facilities.**

28 The Association shall have the right to use school facilities for meetings and school equipment,
29 including typewriters, computers, other duplicating equipment, calculating machines, and all types of
30 audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the
31 cost of all materials and supplies incident to such use and shall be responsible for proper operation and
32 maintenance of all such equipment. When custodial services are necessary, the cost of custodial
33 services shall be reimbursed to the District pursuant to Board policy.
34

35 The Association shall have the right to use District mail service including email and staff mailboxes for
36 communication. Excessive or inappropriate use of email will be addressed through labor-management
37 meetings prior to being addressed through the discipline procedure.
38

39 **Section 4.8. Association Leave and Release Time.**

40 The President of the Association and designated representatives will be provided a reasonable amount
41 of time off without loss of pay to conduct Association business. Classified employees who are duly
42 authorized by the Association and who are mutually scheduled by the parties to participate during
43 working hours in negotiations, grievance proceedings, conferences, Labor Management meetings or
44 other meetings relating to matters between the District and the Association shall suffer no loss of pay
45 for attendance at said meetings.
46

1 Release time shall be granted to the Association President or his/her designees to carry out the duties
2 of his/her office. The total amount of release time will be a maximum of twenty (20) days a year, not to
3 exceed four (4) days in any given month. This applies to in-district chapter business only.

4
5 Requests for Association leave shall be submitted through AESOP at least five (5) workdays, if
6 possible, before the leave is to be taken.

7
8 **Section 4.8.1. Release Time for PSE State Organization.**

9 Release time for MAEOP PSE members requested by the Public School Employees of
10 Washington/SEIU Local 1948 (PSE) State organization may be granted to the employee. All
11 costs associated with the employee's absence will be reimbursed by PSE of Washington.
12 Request for release time will be handled through the Director of Human Resources.

13
14
15
16 **ARTICLE V**

17
18 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

19
20 **Section 5.1.**

21 It is agreed and understood that matters appropriate for consultation between the District and the
22 Association are policies, programs, and procedures relating to or affecting hours, wages, grievance
23 procedures and general working conditions of employees in the bargaining unit subject to this
24 Agreement. This section in no way alters the duty of either party to engage in collective bargaining as
25 stipulated under RCW 41.56.

26
27 **Section 5.2.**

28 It is further agreed and understood that the District will consult with the Association, and meet with the
29 Association upon its request, in the formulation of any changes being considered in existing benefits,
30 policies, practices and procedures.

31
32 **Section 5.3.**

33 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
34 the other party to advise, discuss or consult regarding matters concerning working conditions not
35 covered by this Agreement.

36
37 **Section 5.4.**

38 The Association will, from time to time, as appropriate, be advised of current and predicted workload
39 information.

40
41
42 **ARTICLE VI**

43
44 **ASSOCIATION REPRESENTATION**

45
46 **Section 6.1. Labor/Management.**

47 The Association will designate a Labor Management Committee who will meet with the

1 Superintendent of the District and/or designee on a mutually agreeable regular basis to discuss
2 appropriate matters. Substitute coverage if needed, will be provided by the district.

3 4 5 6 **ARTICLE VII**

7 8 **HOURS OF WORK AND OVERTIME**

9 10 **Section 7.1. Work Schedules.**

11 The work year for employees shall be the one hundred eighty (180) scheduled school days plus ten
12 (10) holidays and twenty-two (22) days beyond the one hundred eighty (180) day student calendar.
13 Twenty-two (22) days shall be after the end of the school year and before the beginning of the
14 following school year. Two (2) days will be scheduled as training days on dates mutually agreed upon
15 between the association and the district. Workdays beyond the scheduled work year shall be mutually
16 agreed upon between the building administrator and the administrative assistant.

17
18 Agreement of the employee is necessary for work before the ten (10) workdays prior to the first day of
19 school and after the ten (10) workdays immediately following the last day of school. The work year for
20 twelve (12) month employees shall consist of two hundred and sixty (260) workdays which includes
21 twelve (12) holidays. Additional workdays may fall within the twelve (12) month work year.

22 23 **Section 7.2. Shifts.**

24 The full-time workday shall consist of eight (8) hours plus an unpaid, uninterrupted thirty (30) minute
25 lunch period as near the middle of the shift as is practicable. When an employee's assigned
26 uninterrupted lunchtime is interrupted as directed by a supervisor, and no compensatory and or
27 adjusted time can be provided, the employee shall be compensated for the forgone lunch period at the
28 rate of one and one-half (1½) times the employee's hourly rate of pay. No employee employed on a
29 full-time basis as of September 1, 1992, shall be assigned a shift of less than full-time unless the
30 employee volunteers for a lesser assignment.

31 32 **Section 7.2.1. Breaks and Lunch.**

33 Employee break and lunch periods will be provided as follows:

34 **Actual Hours Worked**

35 3 or more hours	Fifteen (15) minute break
36 5 or more hours	Fifteen (15) minute break and a thirty (30) minute 37 unpaid, uninterrupted lunch
38 7 or more hours	Two fifteen (15) minute breaks and a thirty (30) minute 39 unpaid, uninterrupted lunch

40 Employee's half hour lunch will be included in their schedule and basic office coverage
41 provided if required for the position. Such coverage may be provided by employees outside of
42 the association.

43 44 **Section 7.3. Pay for Different Assignment.**

45 In the event that the building administrator assigns a MAEOP employee to perform services regularly
46 performed by an employee with a position placed on a higher grade, the assigned employee shall be
47 paid at the corresponding grade for the position at the step that will place the employee above their
48 current rate of pay.

1 In the event that the building administrator assigns a MAEOP employee to perform services regularly
2 performed by an employee with a position placed on a higher grade, after twenty (20) or more
3 continuous days, the assigned employee shall be paid at the higher grade under the employee's current
4 step retroactive to the first day of the assignment.

5
6 In the event a MAEOP employee is temporarily assigned by the building administrator to perform
7 services in a position with a lower rate of pay, the employee shall be paid at the employee's normal
8 rate of pay while performing said services.

9
10 **Section 7.4. Call Back.**

11 Employees called back to work after the completion of their daily shift and who have left the work site
12 shall receive a minimum of two (2) hours pay for the call back.

13
14 **Section 7.5. Inclement Weather.**

15 In the event that employees are sent home for a day or part of a day as a result of inclement weather or
16 other emergency situation, the employee will not be required to make up time or in any way be
17 financially penalized for that time. Similarly, in the event that an emergency closure causes the
18 employee to miss time that will not be made up, the employee will suffer no loss of salary, leave time
19 or benefits.

20
21 **Section 7.6. Overtime.**

22 All hours worked in excess of forty (40) hours in one week, as required by law, shall be compensated
23 at one and one-half (1½) times the employee's applicable base hourly rate of pay.

24
25 **Section 7.7. Compensatory Time.**

26 All compensatory time shall be administered in compliance with the Fair Labor Standards Act as
27 amended.

28
29 **Section 7.8. Four-Day Work Week.**

30 Employees wanting to work a four-day workweek (40 working hours per week), during summer,
31 winter, and spring breaks, are subject to the following criteria:

- 32
- 33 • Individuals interested should make their request known to their supervisor as soon as possible,
34 preferably by May 15th for the summer break and two weeks prior to winter and spring breaks.
 - 35 • Summertime: Beginning the first full week after school is out for summer and ending one
36 week prior to the start of school.
 - 37 • The two fifteen (15) minute rest breaks and the one thirty (30) minute uninterrupted paid lunch
38 period will be observed for the ten (10) hour shift.

39
40 The parties agree that, for employees on a four-day workweek, the provisions of Section 7.6 of this
41 Article shall be applicable.

42
43 The supervisor retains the right to approve or disapprove the request to work a four-day workweek and
44 to determine variances for employees or for groups of employees from the workweek described in this
45 subsection as amended.

46
47 All provisions of this Article shall comply with the Fair Labor Standards Act as amended.
48

ARTICLE VIII

HOLIDAYS AND VACATION

Section 8.1. Holidays.

The following holidays will be included in the work year and are incorporated into the salary schedule negotiated with this Agreement.

Year-round employees, (12 month – 260 days – 12 holidays).

- | | |
|----------------------------------|--------------------------------|
| 1. New Year's Eve | 7. Labor Day |
| 2. New Year's Day | 8. Veterans Day |
| 3. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 4. Presidents' Day | 10. The day after Thanksgiving |
| 5. Memorial Day | 11. Christmas Eve |
| 6. 4th of July | 12. Christmas Day |

Less than year-round employees, (less than 12 month – 10 holidays).

- | | |
|----------------------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King's Birthday | 7. Veterans Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. The day after Thanksgiving |
| 5. 4th of July | 10. Christmas Day |

For those employees working a four (4) day workweek during the summer, if July 4th falls on a Friday or Saturday, the holiday shall be observed on the preceding Thursday.

Section 8.1.1. Work on a Holiday.

Employees who are required to work on the above designated holidays shall receive the pay due them for the holiday, plus two (2) times their current rate of pay for all hours worked on such holidays.

Section 8.2. Vacation for 260 Day Employees.

Vacations will be given to year-round, (12 month - 260 days) employees only. Vacations will be granted as follows:

- | | |
|---|------------------|
| Years of service one through four | 12 days per year |
| Years of service five through nine | 18 days per year |
| Beginning the tenth year of service | 22 days per year |
| Beginning the fifteenth year of service | 23 days per year |

Vacation days are earned at the end of each month on a pro rata basis. Vacation is to be taken with the supervisor's knowledge and at the employee's request. Vacation days may be accumulated up to thirty (30) days at each employee's anniversary date. Any vacation leave accumulated beyond this limit will be forfeited unless the employee is requested in writing to defer his/her vacation because of work schedules, in which case, the vacation leave shall not be forfeited. Vacation time will not be unreasonably denied.

An employee laid off, retired or separated from service with the District for any reason prior to taking his/her vacation, shall be paid for earned vacation time consistent with applicable state law.

1 **Section 8.3.**

2 No employee shall lose any benefit currently enjoyed in this section as a result of the signing of this
3 Agreement.
4
5

6
7 **ARTICLE IX**

8
9 **LEAVES**
10

11 **Section 9.1. Injury, Illness Leave ("Sick Leave") and Emergency Leave.**

12
13 **Section 9.1.1. Sick and Emergency Leave.**

14 Sick leave is defined as absence from duty because of the employee's injury or illness and for
15 which no deduction is made in compensation of the employee. Each employee shall accumulate
16 twelve (12) days of sick leave per year. An employee employed less than a full work year shall
17 be entitled to a proportionate part of the sick leave allowance calculated as follows: An
18 employee who is compensated for twelve (12) workdays in any calendar month will be given
19 credit for the full calendar month. Sick leave shall be vested when earned and may be
20 accumulated up to a maximum of one hundred eighty (180) days. The District shall credit the
21 employee with the number of annual days of sick leave at the beginning of the school year.
22 Sick leave benefits shall be paid at the hourly rate applicable to the employee's normal daily
23 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on
24 an hourly rather than a daily basis. A grant of sick leave in excess of five (5) days may require
25 a written statement from the employee's physician. The District reserves the right to request
26 physician verification for less than five (5) days of leave if there is reasonable suspicion of
27 fraud or a documented pattern of abuse.
28

29 Employees may use sick leave in cases of emergency. Emergency is defined as an unforeseen
30 and unavoidable crisis event of grave consequences that prevents the employee from
31 performing regular school duties. Request for leave is made to the immediate supervisor with
32 final approval by the Superintendent.
33

34 **Section 9.1.1.1. Immediate Family.**

35 Accumulation of sick leave as earned above may be expended for illness in the
36 immediate family. Immediate family shall be as defined in Section 9.2 of this
37 Agreement.
38

39 **Section 9.1.1.2. Leave Sharing.**

40 Leave sharing shall be made available in accordance with appropriate statute and
41 regulations.
42

43 **Section 9.1.2. Attendance Incentive Program.**

44
45 **Section 9.1.2.1. Annual Conversion of Accumulated Sick Leave.**

46 A. In January each eligible, current employee may elect to convert excess sick leave to
47 monetary compensation as hereinafter provided.
48

- 1 B. An eligible employee is one who has accumulated in excess of sixty (60) full days
2 of unused sick leave as of the last pay period of the prior year.
3
4 C. Written notice of the intent to convert unused sick leave must be provided to the
5 District during the month of January.
6
7 D. The number of sick leave days which an eligible employee may convert shall be
8 determined by taking the number of days accumulated during the previous calendar
9 year and subtracting therefrom the number of sick leave days used by the employee
10 during the previous calendar year.
11
12 E. The number calculated in (D) above, if positive, shall be the number of sick leave
13 days which may be converted. Monetary compensation at the rate of twenty-five
14 percent (25%) of the employee's current daily rate of compensation shall be paid to
15 the employee for each day converted. Partial days shall be compensated on a pro
16 rata basis.
17
18 F. Sick leave days converted to compensation, pursuant to (E) above, shall be deducted
19 from the employee's accumulated sick leave.
20
21 G. Compensation received pursuant to this policy shall not be included for the purpose
22 of computing a retirement allowance under any public retirement system in the
23 state.
24
25 H. Payment shall be included in the February payroll. Required Federal withholding
26 and social security deductions will be made at this time.
27

28 **Section 9.1.2.2. Conversion of Sick Leave upon Retirement or Death.**

- 29 A. Each person employed by the School District who subsequently terminates
30 employment due to either retirement or death may personally, or through his/her
31 estate in the event of death, elect to convert all eligible, accumulated, unused sick
32 leave days to monetary compensation.
33
34 B. All unused sick leave days that have been accumulated by an eligible employee at a
35 rate of accumulation no greater than twelve (12) days per year may be converted to
36 monetary compensation upon the employee's termination of employment due to
37 retirement or death.
38
39 C. An "eligible employee" for the purposes of this policy shall mean those employees
40 who qualify pursuant to RCW 28A.400.210.
41
42 D. Compensation for converted accumulated sick leave shall be paid at the rate of
43 twenty-five percent (25%) of the average daily rate of compensation at the time of
44 retirement for each day of unused accumulated sick leave up to a maximum of one
45 hundred eighty (180) days.
46

1 **Section 9.1.3. Work Related Absence.**

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

7
8 **Section 9.1.4. Transfer of Accrued Sick Leave.**

9 Employees who have accrued sick leave while employed by another public school District in
10 the State of Washington shall be given credit for such accrued sick leave upon employment by
11 the District.

12
13 **Section 9.2. Bereavement Leave.**

14 All bargaining unit employees shall receive Bereavement leave up to a maximum of five (5) days,
15 including travel time if needed (based on the employee's scheduled employment hours per day), per
16 occurrence of death of an immediate family member. "Immediate family" is defined as the parents or a
17 stepparent of the employee, spouse, brother, sister, or children, grandparent, parent-in-law, former in-
18 laws, aunt, uncle, niece, nephew, and any other person living in the household of the employee or
19 immediate family of the spouse.

20
21 Up to two (2) days may be granted for a person of close personal ties.

22
23 In cases where emergency factors of long distances are involved, the employee may request two (2)
24 additional days of leave. Additional leave may be taken under the terms of this provision and shall be
25 deducted from the employee's accumulated sick leave.

26
27 **Section 9.3. Annual Leave.**

28
29 **Section 9.3.1.**

30 Every employee shall have three (3) annual leave days with pay per year (based on the
31 employee's scheduled employment hours per day) to be used for an absence during work hours.
32 Notification to the employee's immediate supervisor for annual leave shall be made at least one
33 (1) day before taking such leave. Employees shall not be required to state the reason for taking
34 such leave under this Section.

35
36 **Section 9.3.2.**

37 In the event that the use of annual leave in a given day creates a situation that enough
38 substitutes cannot be obtained, the District can limit the use of annual leave to twenty percent
39 (20%) of the employees. Employees having to use annual leave for emergencies shall have
40 priority.

41
42 **Section 9.3.3.**

43 Use of annual leave shall be expended in fifteen (15) minute increments.

44
45 **Section 9.3.4.**

46 Unused annual leave days may be accumulated to a maximum of thirty (30) days or may be
47 cashed out at the employee's current rate of pay at the end of the year. Only six (6) annual
48 leave days may be taken or cashed out in each contract year. The use of more than six (6)

annual leave days may be granted by the superintendent/designee in unusual circumstances or in any situation where an employee requests unpaid leave.

Less than two hundred sixty (260) day employees: At retirement the total number of accumulated annual leave days, when applicable to be reimbursed, will not exceed thirty (30) days total during the AFC (Average Final Compensation) period, or the employee's two highest consecutive paid years. The purpose of this limitation of the number of days is to avoid incurring excess compensation costs as defined by the Department of Retirement Systems.

Section 9.4. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court on a scheduled workday. The employee shall notify the District when notification is received to serve on jury duty by providing a copy of the jury summons.

In the event that an employee is a party in a court action, such employee may request unpaid leave. A copy of the jury summons or subpoena shall be attached to the employee's request. Additional documentation of days served may be required.

Section 9.5. Health Condition.

An employee who is unable to perform his/her duties because of personal illness or other disability may be granted leave of absence without pay for the duration of each illness or disability for up to one (1) year. Application for leave of absence for health conditions shall be made in writing along with a physician's recommendation to the appropriate administrator who will recommend action to the Superintendent for Board action. A second year may be granted at the discretion of the Board after reviewing the physician's recommendation.

Accumulated sick leave may be used or retained if a leave of absence for health conditions is granted. If the leave is granted based on the health of a spouse or dependent, sick leave may be used at the option of the employee.

Employees shall not lose seniority during a leave granted for health reasons. The employee may also continue insurance coverage during the leave at the employee's own expense.

Section 9.6. Parenting Leave.

Employees may request up to the remaining semester and an additional two (2) semester's leave of absence for parenting leave without pay with the restriction that they must return at the beginning of the next semester. Semester is defined as the midpoint of the student school calendar year.

Section 9.7. Extended Leave.

Leaves of absence up to one (1) year without pay may, at the discretion of the Board, be granted employees for the purpose of study, travel, work reassignment of spouse.

Section 9.8. FMLA Leave.

Family and medical leave shall be provided for eligible employees pursuant to the Family and Medical Leave Act of 1993 ("FMLA") and the Washington Family Leave Act ("WFLA") as described in law and board policy.

1 **Section 9.9. Domestic Violence Leave.**

2 The District will provide leave as provided by law (RCW 49.76.030) and /or policy.

4 **Section 9.10. Faith or Conscience Leave.**

5 Each employee covered by this Agreement is entitled to unpaid leave as provided by law and /or
6 policy.

8 **Section 9.11. Conditions of and Return from Leaves.**

9 If a MAEOP member is granted a leave of absence of one semester or more under the terms of this
10 Agreement, another member of MAEOP may apply for the vacant position. If the MAEOP member
11 applying for the vacant position is awarded that position, the existing position thus vacated, shall
12 remain available to the transferring employee to reclaim at the return of the leave of absent employee;
13 therefore, a substitute would be employed for the duration of the leave replacement. Only one (1)
14 MAEOP member may move under this clause.

15
16 When the member on leave returns, he/she shall be restored by the employer to the position of
17 employment held by the member when the leave commenced, or if that position no longer exists,
18 restored to an equivalent position with equivalent employment benefits, pay and other terms and
19 conditions of employment according to the contract.

20
21 COBRA continued coverage and other extended coverage will be extended to all eligible employees as
22 required by law and/or carrier limitations while on unpaid leaves of absence.

24 **Section 9.12. Short Term Leave.**

25 Less than Twelve Month Employees: Short-term leave will be granted without pay, upon request by
26 the employee and at the discretion of the immediate supervisor during summer non-school days. Such
27 requests approved prior to August 1st shall allow a pay reduction spread over the course of the
28 calendar year. Additional hours of work may be mutually scheduled by the employee and the
29 supervisor at another time during summer non-school days, up to the total of prior approved days of
30 leave without pay. These additional hours are to be paid as worked.

31
32 Twelve Month Employees: Short-term leave will be granted without pay, upon request by the
33 employee and at the discretion of the immediate supervisor during summer, winter and/or spring break.
34 Such requests approved prior to August 1 shall allow a pay reduction spread over the course of the
35 calendar year.

37 **Section 9.13. Leave Without Pay.**

38 Leave without pay during the school year is to be granted on a limited basis and must be pre-approved.

40 **Section 9.14. Paid Family Medical Leave.**

41 Eligible employees may receive Paid Family and Medical Leave (PMFL) under the Washington State
42 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have
43 worked a minimum of eight hundred twenty (820) hours within the first four (4) of the last five (5)
44 calendar quarters. The District shall pay the amount of the employer payroll premium required by state
45 law, and the employee shall pay the employee premium.

ARTICLE X

SENIORITY AND LAYOFF PROCEDURES

Section 10.1. Seniority Date.

The seniority of an employee shall be established by the date on which the employee began continuous daily employment in the bargaining unit (hereinafter "seniority date"), and such seniority shall be lost as hereinafter provided. Longevity will be determined by the date of hire into the District.

Section 10.2. Seniority Lost.

The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.

Section 10.2.1. Seniority Retained.

The seniority of an employee shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident or industrial illness or jury duty.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on authorized leaves; except as noted in Article IX, Section 9.11.
- D. Time spent in layoff status.

Section 10.3. Bargaining Unit Seniority.

Seniority rights shall be effective within the bargaining unit, which is defined in Article I, Section 1.3.

Section 10.3.1. District Seniority.

Employees hired to fill temporary and leave replacement positions, will be given a seniority date in the MAEOP unit during the period of employment in the temporary or leave replacement position only. If the temporary/leave replacement position transitions to a continuing position and the temporary/leave replacement employee is hired into the continuing position with no interruption of service, the employee would retain the seniority date granted at the beginning of the temporary/leave replacement position.

Section 10.4. Ties.

In any case where seniority is equal, ties will be broken by lot.

Section 10.5. Preferential Rights

The employee with the greatest seniority shall have preferential rights when ability and performance are equal with those individual's junior to him/her regarding:

- Promotions.
- Assignment to new or open jobs or positions.
- Layoff.
- Recall.
- Positions with additions to hours of more than two (2) hours per day.
- Positions with reductions in hours of thirty (30) minutes or more per day.
- Positions with additions of contracted days that exceed a total increase of four hundred (400) hours.

Ability and performance will be illustrated through a combination of two (2) or more of the following: interview, skills testing and/or evaluations. If the District determines that seniority rights should not govern because a junior applicant possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and Association's grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

Section 10.5.1. District Employee Preferential Rights.

District employees will have preferential rights over outside candidates when they meet the qualifications for the position.

Section 10.6. Posting of Open Positions.

When any position covered by this Agreement is open, notice of the opening shall be publicized and posted for five (5) workdays so that interested employees may be reasonably informed of the vacancy. The District may publish the vacancy to non-bargaining unit applicants simultaneously. During the summer (non-school) months the length of posting shall be increased to ten (10) workdays.

Section 10.6.1. Job Posting.

The job posting shall clearly set forth the qualifications, duties and responsibilities of the position and the procedure of applying for the position.

Section 10.6.2. Posting of Temporary Positions.

Temporary positions and Leave Replacement positions shall be posted with specific beginning and end dates.

Section 10.7. Probationary Period.

A new employee shall be considered as probationary for a period of ninety (90) days worked and as such may be terminated for any reason and shall not have recourse through the discipline and discharge section of this Agreement. The use of accrued sick leave and personal leave days shall be counted as days worked.

Section 10.8. Trial Period.

If an existing employee is selected for a new assignment, said employee will have a ten (10) workday trial period. During this time, the employee and supervisor will meet to evaluate the employee's performance. A decision to continue the trial period for up to an additional ten (10) workdays will be made by the district prior to the end of the initial ten (10) days.

During the trial period, the employee may choose to return to his/her former position. If the supervisor determines the employee does not have the ability or qualifications to fulfill the job requirements, a bypass letter shall be sent to the Association and the employee, and the employee shall be returned to his/her former position.

If an employee leaves a position during the trial period, for whatever reason, the next senior employee that applied for the position will be considered. If, no senior employee fills the position the District may fill the position with an applicant from outside the bargaining unit.

The employee and the District may mutually agree to waive the ten (10) day trial period. Voluntary transfers shall be limited to three (3) per year, per employee.

1 **Section 10.9. Layoff.**

2 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by
3 the District according to layoff ranking. Such employees are to have priority over junior employees
4 and outside candidates in filling an opening in the classification held immediately prior to layoff.
5 Names shall remain on the re-employment list for two (2) years.

6
7 **Section 10.9.1. Position Displacement.**

8 In the event a position displacement is caused by, but not limited to, a layoff, position
9 elimination, leave of absence, exercise of seniority rights, or a reduction in hours of 30 minutes
10 or more, an employee so affected shall exercise the following options:

- 11 A. The employee may elect to remain in the same position in the event that the position is
12 still available; or
13 B. The employee may exercise his/her seniority rights by choosing to bump the least senior
14 position (with equal hours and months) within the bargaining unit as set forth in Article
15 I, Section 1.3, for which he/she is qualified. (Equal Hours = same or the next lowest
16 total daily hourly assignment)

17
18 **Section 10.9.2.**

19 Employees who are in the re-employment pool have the same bidding rights as employees
20 currently employed.

21
22 **Section 10.9.3.**

23 Employees on layoff status shall file their addresses in writing with the personnel office of the
24 District and shall thereafter promptly advise the District in writing of any change of address.

25
26 **Section 10.9.4.**

27 An employee shall forfeit rights to re-employment as provided in Section 10.5 if the employee
28 does not comply with the requirements of Section 10.9.3., or if the employee does not respond
29 to the offer of re-employment within ten (10) calendar days from the return receipt of certified
30 mail.

31
32 **Section 10.9.5.**

33 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all
34 other accrued benefits; provided, that such employee is offered a position substantially equal to
35 that held prior to layoff.

36
37 **Section 10.9.6.**

38 Employees in the re-employment pool shall have the first right of refusal for substitute
39 positions on a seniority basis, to the extent that they are qualified.

40
41 **Section 10.9.7.**

42 Employees in the re-employment pool shall be allowed to retain their fringe benefits through
43 COBRA as offered by SEBB.

44
45 **Section 10.9.8.**

46 Employees shall be rehired from the re-employment pool in reverse of how they have been laid
47 off with the most senior person in the pool being rehired first, provided she/he is qualified for
48 the position in question.

1 **Section 10.10. Seniority and Longevity Lists.**

2 The employer shall prepare and maintain seniority and longevity lists. These lists shall be prepared and
3 provided to all buildings of the District within thirty (30) workdays after the effective date of this
4 Agreement with revisions and updates distributed as they occur. A copy of the seniority and longevity
5 lists, and subsequent revisions shall be furnished to the Association President.
6
7
8

9 **ARTICLE XI**

10 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

11 **Section 11.1.**

12 No employee shall be discharged, disciplined, or reduced in compensation without just cause. The
13 issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided.
14 If the District has reason to reprimand an employee, the District shall endeavor to do it in a manner
15 which will not unnecessarily embarrass the employee before other employees or the public. In the case
16 of any disciplinary action, the following shall apply:
17
18

19 Depending upon the nature of the work performance problem or conduct, any one of the following
20 actions may be taken by the supervisor as per School Board Policy and Procedure 5281:

- 21 1. Documented Oral Warning
- 22 2. Written Warning
- 23 3. Letter of Reprimand
- 24 4. Suspension
- 25 5. Termination
- 26

27 A record of the oral warning may be kept in the employee's personnel file. All other steps will be kept
28 in the employee's personnel file.
29
30

31 Any disciplinary action taken against an employee shall be appropriate to the behavior or situation
32 which precipitates the action. Based upon the severity of the infraction, steps in the progressive
33 discipline model may be skipped.
34

35 The Association shall have the right to have a representative at all meetings pertaining to disciplinary
36 action.
37
38

39 **ARTICLE XII**

40 **INSURANCE AND RETIREMENT**

41 **Section 12.1. SEBB Insurance.**

42 The District shall provide basic and optional health benefits through the School Employees Benefits
43 Board (SEBB) under the rules and regulations adopted by SEBB. Any disputes on SEBB eligibility
44 shall be addressed through the procedures set by the SEBB appeals board not through the grievance
45 procedures of this Agreement.
46
47

1 **Section 12.2. Payroll Deductions.**

2 Each employee may participate in and utilize payroll deductions to District recognized credit unions,
3 health clubs, and other District approved vendors or organizations.
4

5 All employees subject to this Agreement shall be entitled to participate in a 403B tax sheltered annuity
6 plan and/or a 457-deferred compensation plan as applicable to IRS regulations. On receipt of a written
7 authorization by an employee, the District shall make the requisite withholding adjustments and
8 deductions from the employee's salary.
9

10 **Section 12.3. Section 125 Plan.**

11 The District will provide an IRS Section 125 plan for use by individual employees. The scope of this
12 plan will be determined by the Association and the District.
13

14 **Section 12.4. Liability.**

15 The District shall provide liability coverage for all employees subject to this Agreement while acting
16 within the scope of his/her employment.
17

18 **Section 12.5. Employer VEBA Contribution.**

19 The District shall provide, as an employer paid benefit, a monthly VEBA contribution of forty-five
20 dollars (\$45.00) per month to help defray out-of-pocket medical expenses or plan for post-retirement
21 medical expenses.
22

23 **Section 12.6. Employee VEBA Contribution.**

24 Participation in VEBA is mandatory for all classified employees under this agreement, with a set pre-
25 determined contribution from each employee's monthly pay. This amount is determined and can be
26 changed annually by majority vote of the membership. The set amount is the same for all employees.
27
28
29

30 **ARTICLE XIII**

31 **PROFESSIONAL DEVELOPMENT**

32 **Section 13.1. WAEOP Conference.**

33 The District shall pay four (4) MAEOP members to attend the Washington Association of Educational
34 Office Personnel Conference in either the spring or the fall. Any additional members wanting to attend
35 must be approved by District administrators. All members may attend the conference if it is held
36 within a fifty (50) mile radius of Spokane.
37
38
39

40 **Section 13.2. Professional Development Committee**

41 The District and the Union Leadership will work jointly in labor management during the spring to
42 develop a schedule for the two (2) days of annual Professional Development Training for the
43 beginning of the following school year. Mandatory trainings will be identified by the District and
44 scheduled first, then other optional trainings at the request of the MAEOP membership will be
45 considered. The Schedule should include the types of trainings, dates, and times the trainings will be
46 offered.
47
48

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.

Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles the member to additional benefits of union membership. The Association shall be the custodian of records in terms of employee Association Membership.

Section 14.2. New Hire Access.

The District will notify the Association of all new hires upon board approval by providing a copy of personnel action forms (PAFs). Per state law, the District will provide the union reasonable access to new employees for the purpose of presenting information about their exclusive bargaining representative. This voluntary thirty (30) minute meeting may occur at the new hire's discretion during the new hire's work time within ninety (90) days of their hire date.

Section 14.3. Employee Information.

The District will notify PSE of Washington state organization of new hires and resignations monthly along with the monthly dues remit. Information provided will include the most recent information on file for effective date, status code, classification, name, phone number, email, and work location

The District will supply a comprehensive electronic list of all bargaining unit employees with the above information plus job title, rate of pay, hours worked, and mailing address information to PSE of Washington upon request, provided that such lists are not requested more than four (4) times each calendar year.

Section 14.4. New Employee Orientation.

An integral part of each employee's tenure with the employer is understanding of this agreement and the role of the association in the employment setting. The parties agree that it is highly beneficial for all bargaining unit employees to receive a comprehensive new employee orientation as soon as possible, and the district will provide basic orientation as new employees are hired.

The association orientation will be conducted by representatives designated by the association as part of the August District Training days. The Employer's representative(s) will be absent from the room during this section of the new employee orientation. The association will provide materials which will be distributed during the session.

Section 14.5. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE/SEIU Local 1948 State Office, about the right to revoke the request.

1 **Section 14.6. Checkoff.**

2 The employer shall deduct PSE state dues from the pay of any employee who authorized such
3 deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds
4 deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948.
5 Transmissions will include payments and an electronic list of all represented employees with deduction
6 amounts. A dues remittance form needs to accompany the payment every month and include
7 membership status changes.

8
9 **Section 14.6.1. Member Authorization.**

10 The Association agrees that, as the custodian of the records, it has the responsibility to ensure
11 the accuracy and safe keeping of those records. An employee's legal authorization to have the
12 employer deduct membership dues from the employee's salary must be made by the employee
13 to Public School Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a
14 request for authorization of deductions, the employer shall as soon as practicable forward the
15 request to PSE.

16
17 Upon receiving notice of the employee's written authorization from Public School Employees
18 of Washington/SEIU Local 1948 the employer shall deduct from the employee's salary
19 membership dues and remit the amounts to PSE, beginning on the next regularly scheduled
20 payroll.

21
22 The employee's authorization remains in effect until expressly revoked by the employee in
23 accordance with the terms and conditions of the authorization. An employee's request to revoke
24 authorization for payroll deductions must be in writing and submitted by the employee to
25 Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms
26 and conditions of the authorization. Revocations will not be accepted by the employer if the
27 authorization is not obtained by the employee to PSE. After the employer receives confirmation
28 from the exclusive bargaining representative that the employee has revoked authorization for
29 deductions, the employer shall end the deduction effective on the first payroll after receipt of
30 the confirmation.

31
32 **Section 14.6.2. Local Dues.**

33 Effective September 1, 2020, local dues will be twelve dollars (\$12.00) annually and
34 automatically deducted from each bargaining unit member's pay on a monthly basis, at one
35 dollar (\$1.00) per month, and shall be remitted to the local Chapter Treasurer.

36
37 **Section 14.7. District Hold Harmless.**

38 The District assumes no obligation, financial or otherwise, arising out of the provisions of this Article,
39 and the Association will indemnify and hold the District harmless for any and all claims, grievances,
40 arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action
41 taken by the District for the purpose of complying with any of the provisions of this Article of the
42 Agreement.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1. Purpose.

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances of employees.

Section 15.2. Definition.

A grievance is defined as an alleged violation of a specific term of this Agreement. For the purpose of processing a grievance, a day shall be a school district business day.

Section 15.3. Procedure.

Grievances shall be processed as rapidly as possible; the number of days indicated at each item shall be considered as maximum.

Step 1. Verbal.

Within twenty (20) days of the alleged act which underlies a grievance, the employee shall discuss the grievance with his/her immediate administrative supervisor. Every effort shall be made to solve the grievance at this level in an informal manner.

Step 2. Written.

Within ten (10) days following the informal conference in Step 1, the grievant may present the grievance in writing to the Superintendent or his/her designee. The Superintendent or Designee will meet with the employee and/or answer the grievance in writing within ten (10) days.

Step 3. Appeal to the School Board.

If the employee is not satisfied at Step 2 and the Association believes the grievance to be valid, he/she may file a notice of appeal with the Board of Directors within ten (10) days of the written response in Step 2. This notice is to be accompanied by copies of materials in the previous steps. Within ten (10) days the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The Board shall render a written decision within ten (10) workdays of this meeting. This step may be by-passed by mutual agreement between the District and the Association.

Step 4. Arbitration.

If the grievance is not solved at Step 3, the Association may elevate the grievance to Binding Arbitration.

Section 15.4. Other Matters.

Section 15.4.1.

At each step, the employee may be accompanied by a representative of this association.

Section 15.4.2.

There shall be no reprisal by the District or its employees by reason of the involvement of any person in a grievance procedure.

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Ex 15.5.

Section 15.6.

Section 15.7.

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

A new hire leaving one school District within the State of Washington and commencing employment within one (1) year, in a similar position, with the Mead School District shall retain the same or equivalent salary level including longevity, leaves, and other benefits (except Seniority) that he/she had in the previous District, subject to terms and conditions of this Agreement. The Association shall be notified of any new placements above Step 1.

A current district employee who is a new hire to a bargaining unit position will be given full experience credit for prior employment in the specific area of work if it is directly related to the posted position up to the maximum step, including longevity.

Experience credit (placement above Step 1) will not be given for new hires without experience in a Washington state school district.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

Section 17.2.

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

Section 17.2.1.

Salary contained in Schedule A shall be for the first year of this agreement. The application of salary increases for the second and third year of the agreement are set forth in Schedule A and shall be applied to the Schedule and all stipends as stated. Should the date of execution of this agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 17.2.2. Incremental Step and Longevity Raises.

Incremental step raises and longevity pay increases shall be assessed annually on September 1. Employees having less than six (6) months service on an assessment date shall wait until the following assessment date to advance to the next step. Employees having six (6) months or more service by an assessment date shall be advanced to the appropriate pay step.

Section 17.3. Employee Business Expenses.

Employees shall be reimbursed for authorized expenses incurred while performing work assignments including, but not limited to, the following:

- Mileage, at the current District rate, for travel between work sites via private vehicle, or during travel via private vehicle while on District business. Employees shall not be required, in the performance of their duties, to drive school children in their personal vehicle.
- Physical examinations, if required by the District or state, in an amount equal to the lesser of the cost of the examination; or seventy-five dollars (\$75.00); or out-of-pocket expense if insurance coverage is utilized.
- Other pre-authorized incurred business expenses.

Section 17.4. Expense Advance.

In the event that an employee is required to travel on District business and the employee so requests, the District shall issue a travel advance in an amount sufficient to provide the employee with funds to meet anticipated expenses.

Section 17.5. Reclassification Process.

Positions (i.e., vacant, newly established, filled) are all classified and placed on the salary schedule based on an evaluation of the duties, responsibilities, scope, impact, and minimum qualifications of the position.

1 A position is eligible for a reclassification review when there has been an authorized and necessary
2 significant increase in that position's scope, impact, complexity, responsibilities, and accountability
3 such that the incumbent is required to exercise greater judgment and discretion, and to rely on a larger
4 and more specific skill set than previously necessary in order to perform the work successfully.

5
6 An employee who believes such a change has occurred may request a review of their classification or
7 pay step by following the Reclassification Process Outlined in "Appendix A"

12 ARTICLE XVIII

14 SAFETY AND HEALTH

16 **Section 18.1. Tobacco Free.**

17 The District and the Association, in accordance with RCW 28A.210.310, recognize that the Mead
18 School District is a tobacco-free workplace. This means that no employee may smoke any kind of
19 lighted pipe, cigar, and cigarette, or use any other nicotine delivery device or use tobacco products in
20 or on District property.

21
22 The District agrees to pay the cost of assistance provided through consultants approved by the District
23 (up to a maximum of one hundred dollars [\$100.00] per employee) for those employees who use
24 tobacco products and who need assistance in quitting this use.

25
26 Any employee who violates this contract provision will be subject to progressive disciplinary action.
27 The District recognizes that smoking is an addiction and that this policy will be implemented in that
28 spirit. The option of job termination will be a final resort only. Any disciplinary action that occurs as a
29 result of this section is subject to appeal through the negotiated grievance process.

31 **Section 18.2. Cameras and Video Data.**

32 Cameras installed throughout the district are intended primarily for the purpose of safety and security
33 of staff and students.

34
35 Video data may be used like any other evidence in cases involving safety concerns or allegations of
36 behavior, conduct or actions which may institute disciplinary action under Policy 5281. However, this
37 data shall not be used to monitor employee performance.

39 **Section 18.3. Health Emergency Labor Standards Act.**

40 The District will comply with the Health Emergency Labor Standards Act to the extent required by
41 law. In addition, both parties agree to negotiate the impact of changes to working conditions due to
42 HELSA requirements after the declaration of a health emergency.

ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1. Term.

The term of this Agreement shall be September 1, 2021 to August 31, 2023.

Section 19.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 19.3. Reopeners.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided however, that this Agreement shall be reopened, as necessary, to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. Salary shall be reopened if additional funding for wages is provided above the annual inflationary adjustment by the state.

Wage increases for the term of this agreement are:

- 21/22 IPD (2%)
- 22/23 IPD or 2.0% whichever is greater.

Section 19.4.

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

Section 19.5.

If any provision of this Agreement or any application of this Agreement shall be found contrary to law, the parties agree immediately to negotiate a substitute for the invalid portion thereof. All other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XX

DISTRIBUTION OF AGREEMENT

Section 20.1.

Following ratification and signing of this Agreement, the Association shall design, prepare, print, and distribute this Agreement.

SIGNATURE PAGE

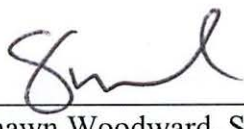
PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MEAD MAEOP CHAPTER

BY: 
Sarah Krop, Chapter President

DATE: 12-2-21

MEAD SCHOOL DISTRICT #354

BY: 
Shawn Woodward, Superintendent

DATE: 12-2-21

Board of Directors:

SCHEDULE A
MEAD MAEOP
September 1, 2021 – August 31, 2022

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 yr	15 yr	20 yr	24 yr
A	\$19.19	\$19.98	\$20.77	\$21.56	\$22.36	\$23.15	\$24.15	\$25.15	\$26.15	\$27.15
B	\$18.13	\$18.92	\$19.71	\$20.51	\$21.30	\$22.09	\$23.09	\$24.09	\$25.09	\$26.09
C	\$17.06	\$17.87	\$18.66	\$19.45	\$20.24	\$21.03	\$22.03	\$23.03	\$24.03	\$25.03
D	\$20.05	\$20.59	\$21.14	\$21.68	\$22.23	\$23.09	\$24.09	\$25.09	\$26.09	\$27.09

Group A

HS Principal AA
MS Principal AA
Elementary Principal AA
HS Bookkeeper
HS Data Processor
Five Mile Prairie Principal AA
Facilities AA
CTE & Tech Department AA
Special Services Department AA

Group B

Child Nutrition Services AA (8-hour)
Child Nutrition Services AA (4-hour)
Elementary Building AA
HS AESOP AA
HS Athletics AA
HS Attendance AA
HS Counseling AA
M.E.A.D. Alternative HS Principal AA
MS Bookkeeper
MS Building AA
MS Counseling AA
North Star Principal AA
Riverpoint Academy Principal AA
Special Services Reporting AA
Technology Help Desk AA
Transportation Department AA
Transportation Time & Attendance AA/Bookkeeper
Warehouse AA

Group C

District Office Receptionist
Five Mile Prairie Alternative Building AA
HS Fine Arts AA
M. E. A. D. Alternative HS Building AA
Riverpoint Academy Building AA
Special Services Records AA
Mead Virtual Program Building AA

Group D

Transportation Router
Transportation Dispatcher

NOTES:

Some positions were eliminated in the 2019-20 budget reductions (HS Fine Arts, Riverpoint Academy, M.E.A.D. Alternative) and 2020-2021 budget reductions (District Receptionist, Technology Help Desk AA) but will remain on the schedule A until the parties have negotiated any change.

Incremental steps, where applicable, shall take effect as of September 1 of each year provided the employee has worked a minimum of (90) days in the previous year. Any allocation of state or district funds for salaries (State Allocated Annual Inflationary Adjustments) or benefits will pass through to the bargaining unit for the term of this Agreement. For 2021-22 school year the IPD of 2.0% is passed through as the annual inflationary adjustment.

LONGEVITY

Any employee completing ten (10), fifteen (15), twenty (20), and twenty-four (24) years of service within the District will receive an additional LONGEVITY wage increase of one dollar (\$1.00) above their current hourly rate.

SCHEDULE A
MEAD MAEOP
September 1, 2022 – August 31, 2023

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10 yr	15 yr	20 yr	24 yr
A	\$19.57	\$20.38	\$21.19	\$21.99	\$22.81	\$23.61	\$24.61	\$25.61	\$26.61	\$27.61
B	\$18.49	\$19.30	\$20.10	\$20.92	\$21.73	\$22.53	\$23.53	\$24.53	\$25.53	\$26.53
C	\$17.40	\$18.23	\$19.03	\$19.84	\$20.64	\$21.45	\$22.45	\$23.45	\$24.45	\$25.45
D	\$20.45	\$21.00	\$21.56	\$22.11	\$22.67	\$23.55	\$24.55	\$25.55	\$26.55	\$27.55

Group A

HS Principal AA
MS Principal AA
Elementary Principal AA
HS Bookkeeper
HS Data Processor
Five Mile Prairie Principal AA
Facilities AA
CTE & Tech Department AA
Special Services Department AA

Group B

Child Nutrition Services AA (8-hour)
Child Nutrition Services AA (4-hour)
Elementary Building AA
HS AESOP AA
HS Athletics AA
HS Attendance AA
HS Counseling AA
M.E.A.D. Alternative HS Principal AA
MS Bookkeeper
MS Building AA
MS Counseling AA
North Star Principal AA
Riverpoint Academy Principal AA
Special Services Reporting AA
Technology Help Desk AA
Transportation Department AA
Transportation Time & Attendance AA/Bookkeeper
Warehouse AA

Group C

District Office Receptionist
Five Mile Prairie Alternative Building AA
HS Fine Arts AA
M. E.A. D. Alternative HS Building AA
Riverpoint Academy Building AA
Special Services Records AA
Mead Virtual Program Building AA

Group D

Transportation Router
Transportation Dispatcher

NOTES:

Some positions were eliminated in the 2019-20 budget reductions (HS Fine Arts, Riverpoint Academy, M.E.A.D. Alternative) and 2020-2021 budget reductions (District Receptionist, Technology Help Desk AA) but will remain on the schedule A until the parties have negotiated any change.

Incremental steps, where applicable, shall take effect as of September 1 of each year provided the employee has worked a minimum of (90) days in the previous year. Any allocation of state or district funds for salaries (State Allocated Annual Inflationary Adjustments) or benefits will pass through to the bargaining unit for the term of this Agreement. For 2022-23 school year the IPD or 2.0% (whichever is greater) is passed through as the annual inflationary adjustment.

LONGEVITY

Any employee completing ten (10), fifteen (15), twenty (20), and twenty-four (24) years of service within the District will receive an additional LONGEVITY wage increase of one dollar (\$1.00) above their current hourly rate.

PROFESSIONAL DEVELOPMENT STIPEND

Employees with a Professional Development status will be grandfathered at the level they have reached, and will receive the following annual stipend (in lieu of an hourly stipend) to be paid in November of each year.

	<u>212-Day Employees</u>	<u>260-Day Employees</u>
Level I	\$ 500	\$ 600
Level II	\$1000	\$1200
Level III	\$1500	\$1800
Level IV	\$2000	\$2400

- The Training Stipend for all grandfathered employees will be paid out in November annually, however if an employee leaves the district prior to the end of the contract year in which the stipend is paid, the training stipend will be pro-rated for the time employed with any unearned portion for that year deducted from the final paycheck.
- Grandfathered employees with PSP stipend will have the PSP stipend added to the amounts above.
- This year only (2017-2018), the eight (8) employees transitioning from a February to September increase date, will be allowed to submit education documentation for a one time increase on their professional development level. They must submit all required documentation by December 11, 2017 for an adjusted payout in December.

MEAD SCHOOL DISTRICT / MAEOP EVALUATION FORM

NAME: _____ DATE: _____

POSITION: _____ CHECK ONE: Annual ☐ Other ☐

SCHOOL or WORK SITE: _____

PERFORMANCE TRAITS

EX = Exceeds Expectations ME = Meets Expectations NI = Needs Improvement UN = Unsatisfactory

EX ME NI UN

				1. JOB KNOWLEDGE: Possess information and understanding of responsibilities expected.
				2. JOB PERFORMANCE: Produces quality work in a timely manner to meet job expectations accurately and consistently.
				3. ATTITUDE: Approaches work in a positive manner
				4. ATTENDANCE / PUNCTUALITY: Displays good habits in attendance and punctuality.
				5. INITIATIVE: Demonstrates self-motivation to achieve job expectations.
				6. PROBLEM SOLVING: Identifies, evaluates, and determines best course of action in performing tasks.
				7. HUMAN RELATIONS: Supports students, staff, parents, and community in a polite and cooperative manner.
				8. CONFIDENTIALITY: Maintains confidentiality according to building and district guidelines.
				9. FLEXIBILITY: Adjusts to changing work demands
				10. PROFESSIONALISM: Represents the school/department/district in a professional manner.

COMMENTS: *Identify specific areas of strength or suggestions for continued professional growth (optional).*

EMPLOYEE COMMENTS: *(optional)*

Administrator / Supervisor Signature

Date

Employee Signature

Date

The signature above does not necessarily mean that the employee above agrees with this evaluation, but only that he/she has seen and had an opportunity to discuss it with the evaluator and/or supervisor. Employee comments must be recorded and returned to the administrator/supervisor on or before the third working day following the evaluation meeting.

APPENDIX A

MAEOP RECLASSIFICATION PROCEDURE

PURPOSE

The purpose of reclassifying a position, is to determine the best match for the duties assigned. An employee may request a review of their classification or pay step, provided the following criteria are met and process is followed:

1. A major function has been added or removed from the position that changes the amount of responsibility or skills required.
2. The position requires significant higher degree of knowledge or skills than the current job description.
3. The position requires a greater responsibility in decision making or a higher level of authority not in the present pay step.
4. The position requires the employee to provide guidance, training, and/or give direction to staff, students, and others, with greater autonomy or responsibility than others in the employee's present pay step.

NOTE: Do not submit a reclassification under the following conditions/reasons:

- a) You are assigned duties that are similar or equal to present classification.
- b) You have no other opportunity for promotion or advancement.
- c) You possess higher education or experience than other employees in your classification.
- d) The volume of the same work has increased.
- e) Your performance is superior to your co-workers.
- f) You have to regularly cross-train with other employees.
- g) You have to learn new technologies or systems or update your skills so you can perform the same duties. Otherwise, using new methods for the same results.

PROCESS

The process for the actual review will occur as follows:

1. Member will review with their supervisor their current job description as compared to current job duties utilizing the qualifying criteria as listed above.
2. Within 20 business days of that meeting, either the supervisor (in consultation with Human Resources) will make any necessary adjustments to ensure a position is in alignment with its current placement or will advise the member to bring the matter to the Mead MAEOP PSE President to begin the review process.
3. If the Association agrees that the request is properly submitted, the request for review will be brought to HR for consideration for a formal review. Request must be submitted to HR by March 15 of the current school year.
4. The committee to review the requests will include designated administrators and designated MAEOP members and be recognized as the assessment committee. Requests submitted by the deadline will be reviewed annually by the assessment committee by May 31 of the current school year.
5. Decision responses will be provided to the employee by the last day of school. Any approved changes will be documented in a Letter of Agreement (LOA) and will be retroactive to the event where the changes occurred or the beginning of the current school year whichever is closer. Employees will be provided a written response including rationale for any denial. Those not granted classification/level change may re-apply after two years.

APPENDIX A
MAEOP RECLASSIFICATION PROCEDURE
FREQUENTLY ASKED QUESTIONS

- Q. *If I want a pay increase, do I have to submit a reclassification request?*
A. No. Pay increases are determined through contract negotiations. The purpose of a reclassification request is to determine if a position is, based on responsibility and skills needed to perform required duties, appropriately placed on the salary schedule when compared to other positions in the Mead School District.
- Q. *When a reclassification request has been submitted by an employee, is this the only time placement on the salary schedule is reviewed?*
A. No. Whenever management changes a job description, the placement on the salary schedule is routinely reviewed. However, if an employee feels that their current job description needs to be updated and that their position is not placed at the appropriate level on the salary schedule, they may submit a reclassification request.
- Q. *How do I request a position be reclassified?*
A. Follow the process and guidelines.
- Q. *How do I determine whether to file as a group or separately?*
A. If you have jobs alike, file as a group. If you have a single request, file separately.
- Q. *How do I submit my request for reclassification?*
A. Submit it to your Union President after review and discussions with your supervisor.
- Q. *Who do I contact if I have questions on filling out the request?*
A. Contact your Union President.
- Q. *Will I be interviewed?*
A. Normally, no. However, committee members may contact you if they have a question regarding the material you submitted.
- Q. *Do I need to get my supervisor's approval before submitting my request?*
A. No, however, it is required that you discuss it first with your supervisor as per the reclassification guidelines. His/her signature on the submitted reclassification request form indicates that you informed him/her of your plan to submit the reclassification request.
- Q. *Will my immediate supervisor be interviewed?*
A. Most likely an interview will be necessary to provide clarification as needed.
- Q. *How long will it take for me to know if my request has been approved?*
A. Before the start of the upcoming school year at the latest.
- Q. *Who determines if my request will be approved?*
A. The joint assessment committee (which consists of both MAEOP and District Administrators) will review your request, compare the position to other positions in the district, and make a recommendation to the superintendent through a Letter of Agreement.
- Q. *If my request is denied, does that mean the district feels my work isn't as important as other positions, or that I'm not doing a good job?*
A. No! Every position is important and each employee is valued for their contribution to the district. It is important to remember that a reclassification is based on the job description and the duties performed; not on the employees holding the position.

MEAD-MAEOP REQUEST FOR RECLASSIFICATION
(To be filled out by requesting employee[s])

Date submitted:	Current work location:
Employee name(s):	
Current job title:	Current classification:
Date last revised and approved:	Current salary range:
Has this position been submitted for reclassification in the past? Yes No Don't know (Circle one) If yes, when?	
Proposed classification and salary range:	Current Supervisor(s) Signature:
Justification: Describe duties that are higher than your current classification:	
Job Comparison: Attach job description from a higher classification that has a comparable level of responsibility and skill as your current duties.	
Job Duties: Tell us what duties you do that fit into the higher classification. How often do you perform these duties, i.e., daily, weekly, monthly, etc.? How much time do you devote to each duty?	
Additional Comments:	

MEAD-MAEOP REQUEST FOR RECLASSIFICATION

SUPPLEMENTAL QUESTIONS

Employee(s)

1. What assignments or areas of responsibility have been added or deleted?
2. How does your position fit in the structure of your department or building?
3. How long have you performed the duties that you believe fall outside your job description?
4. What specialized education or training have you been required to take in order to perform your duties?
5. What are your main job responsibilities?
6. Do you have any decision-making authority? (Those decisions you make without your supervisor.)
7. Are you seeking a reclassification for all employees working under your same job description? If so, are these questions being answered for the group or individual?

RECLASSIFICATION CHECKLIST

SUPERVISOR REVIEW

Position being reviewed: _____

Supervisor(s) completing form: _____

Date: _____

CHECK APPROPRIATE STATEMENT FOR THIS RECLASSIFICATION REQUEST

Knowledge base and talents (check only one)

- ☐ Position requires ability for learning specific processes, policies, and procedures.
- ☐ Position requires a knowledge at entry to a range of processes, policies and procedures.
- ☐ Position requires expert knowledge at entry to a wide range of processes, policies, and procedures.

Independent Decision-Making (Check one only)

- ☐ Independent decisions are restricted by established procedures and precedents.
- ☐ Independent decisions are shared in accordance with established policies and procedures.
- ☐ Limited independent decisions that stay within established work objectives.
- ☐ Considerable independent decisions that stay within program objectives.

Lead Direction of Expert Guidance (check one only)

- ☐ This position has minimal need to share expertise outside of cross training with other members.
- ☐ This position expected to share expertise with others.
- ☐ This position expected to provide guidance and direction to others in areas of expertise.
- ☐ This position is expected to provide training and direction to others and provide input in hiring decisions and performance appraisals or is expected to be the sole source of important expertise, providing authoritative direction and guidance to others.

Responsibility level of this position (check one only)

- ☐ Errors would be immediately correctable without adverse impact on the public, program, or school district.
- ☐ Errors would/should be found within a brief period and could be corrected without adverse impact on public, program, or school district.
- ☐ Errors might not be discovered until damage to the program resulted but could be corrected before it spread to adversely impact the public, program, or school district.
- ☐ Errors might not be discovered until damage had District-wide implications and adverse public impact.