Collective Bargaining Agreement between Snoqualmie Valley Administrative Professionals Association and Snoqualmie Valley School District

September 1, 2021 – August 31, 2024

11/27/2021 corrected numbering issue in 5.3.3

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PREAMBLE

Pursuant to RCW 41.56, the Snoqualmie Valley Administrative Professionals (Association) and the Snoqualmie Valley School District (District) enter into this Agreement agreeing that their objective is to work for the good and welfare of the students and the community which supports their services. To this end, the parties have reached understandings and concluded this Agreement on compensation, hours benefits, and working conditions, and ways by which differences may be discussed and resolved in a constructive and positive manner.

ARTICLE I—RECOGNITION AND AGREEMENTS

1.1 Parties to Agreement

- 1.1.1 This Agreement is entered into by and between the Snoqualmie Valley School District No. 410, hereinafter called the "District", and the Snoqualmie Valley Administrative Secretaries Association, hereinafter called the "Association", affiliated with the Washington Education Association and the National Education Association.
- 1.1.2 The District will prepare this Agreement; the Association is responsible for distributing this Agreement to the members of the bargaining unit.

1.2 Recognition

- 1.2.1 The District recognizes the Association to be responsible for representing all employees in the bargaining unit and to be the sole and exclusive bargaining agent for all regular classified employees hired to fill the position of office-clerical.
- 1.2.2 An employee who is employed for thirty (30) or more days in a twelve (12) month period ending in the current or immediately preceding work year, and who continues to be available for work in the position of office-clerical, is a regular employee and is covered by this Agreement as provided in Article III Section 3.1. Definition of Employees.
- 1.2.3 Excluded from the bargaining unit are the office-clerical positions of:
 - 1.2.3.1 Secretary to the Superintendent,
 - 1.2.3.2 Secretary to the Assistant Superintendent
 - 1.2.3.3 Secretary to the Business Manager,
 - 1.2.3.4 Administrative Secretary/Human Resources,
 - 1.2.3.5 Payroll Officer, and
 - 1.2.3.6 Accountant

Excluded from the bargaining unit are confidential employees and casual employees and all other District employees.

- 1.2.4 If an employee is not currently represented by a bargaining unit, they may be included in the <u>SVAPA</u> for representation if mutual agreement between the District and the Association can be reached.
- 1.2.5 Questions concerning representation may be submitted to Washington State Public Employment Relations Commission (PERC).

1.3 Application of Agreement

- 1.3.1 If any provision of this Agreement is or shall at any time become contrary to law, then such provision shall not be applicable, performed or enforced, except to the extent permitted by law and any substitute action shall be subject to prompt negotiations.
- 1.3.2 Pursuant to RCW 41.59.910, this Agreement will supersede any policy, rule, or regulation of the District that is in express conflict with this Agreement.
- 1.3.3 In the event that any provision of this Agreement is or shall at any time become contrary to law, all other provisions of this Agreement shall continue in effect.
- 1.3.4 The Association agrees that during the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, or participate in any strike, work stoppage, slow down, picketing, or any other restriction of work against the District, and will discourage any such activity. The District agrees it will not lock out employees covered by this Agreement.

1.4 Term of Agreement

This Agreement shall become effective following final signing by the parties and shall remain in full force and in effect through the 31st day of August 2021, and constitute the entire agreement between the parties, concluding collective bargaining for its term. At least sixty (60) days prior to the expiration of the Agreement, either party may request in writing that a conference be held between the authorized negotiating representatives of both parties for the purpose of arranging procedures for negotiating a succeeding agreement.

1.5 Renegotiation of Agreement

This Agreement may be reopened at any time during its effective term by mutual consent of both parties. All requests for renegotiations or conferences shall be in writing with specified items proposed for consideration.

ARTICLE II—RIGHTS AND RESPONSIBILITIES

2.1 Grievance Procedures

- 2.1.1 The purpose of this section is to provide procedures for the orderly and expeditious adjustment of grievances.
- 2.1.2 For purposes of definition, "Grievant" means any employee, a group of employees, and the Association on behalf of a group of employees having a grievance. "Grievance" means a claim by a grievant that this Agreement has been violated, misinterpreted, or misapplied. "Board" means the Snoqualmie Valley School District No. 410 Board of Directors. "Days" means the employee's workdays.
- 2.1.3 Grievances shall be resolved as rapidly as possible. To that end, the number of days in each step shall be considered as maximum and every effort shall be made to expedite the process. The time limits shall be followed unless other time limits are agreed upon by all parties in writing prior to the expiration of the time limits prescribed. The parties may agree to extend the timelines for processing a grievance should a grievant not be available due to vacation, school closures, illness or availability of representation.
- 2.1.4 The procedures outlined in 2.1.5, 2.1.6, and 2.1.7 will be used unless an alternate procedure is agreed upon by the Association and the District.
- 2.1.5 Step One

A grievant shall first present their complaint to their immediate administrator or supervisor, in a private conference. The grievant and/or administrator may each be accompanied by a second person. Every effort will be made to resolve the complaint at this step in an informal manner. If the complaint is not resolved, the grievant may file a written grievance. The grievance must be filed with the immediate supervisor within fifteen (15) workdays from the incident on which the grievance is based. The grievance must cite the following:

- a. The section(s) of the Agreement allegedly violated.
- b. A description of the incident on which the grievance is based.
- c. The remedy sought.

The grievance must be signed and dated.

The administrator will respond in writing within five (5) workdays. If the administrator or supervisor's response is not satisfactory, the grievant may proceed to Step Two within five (5) workdays of receiving their immediate supervisor's decision.

2.1.6 Step Two

The grievant and the Association representative or the Association representative will submit their written grievance to the Superintendent or their designee. A meeting to discuss the grievance will be held if either party requests it. The grievant may be accompanied by another person. The Superintendent or their designee will respond in writing within ten (10) workdays after receiving the grievance or meeting with the grievant to discuss the issue. If the Association is not satisfied with the Step Two decision they may proceed to Step Three within fifteen (15) workdays of receiving the Step Two decision.

- 2.1.7 Step Three: Binding Arbitration
 - 2.1.7.1 If no settlement is reached in Step II within the specified time limit, the Association may within fifteen (15) workdays submit a written request for arbitration and concurrently give written notification to the Superintendent of such request for arbitration.
 - 2.1.7.2 The issue must involve the interpretation or meaning of the express provisions of the Agreement.
 - 2.1.7.3 The parties shall jointly request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators. When notification of the names of the arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.
 - 2.1.7.4 Arbitration proceedings shall be in accordance with the following:
 - a. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the closure of the record.
 - b. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration. The decision shall be final and binding on both parties.
 - c. The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement between the District and the Association.
 - d. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period

mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confirmed to and directed at the matters set forth in the grievance.

- e. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- f. The Association and the District shall pay the compensation of the arbitrator, including necessary expenses in equal shares.
- g. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
- 2.1.7.5 All decisions arrived at under the provisions of this Article by the representatives of the District and the Association, or the arbitrator, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.
- 2.1.7.6 The signing of any grievance by any employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitable issue or is properly subject to the grievance machinery under the terms of this Article.
- 2.1.7.7 Notwithstanding the above provisions, disputes relating to the following shall not be subject to the provisions of this Article:
 - a. Statutory adverse effect in contract status.
 - b. Probation, nonrenewal, and discharge (including suspensions which lead to discharge).
 - c. Evaluator's findings and opinion as expressed in the evaluation process.
- 2.1.7.8 Notwithstanding the above provisions, disputes relating to the following shall not be subject to the arbitration provisions of this Article.
 - a. Superintendent's denial of requests for voluntary transfers.
 - b. Superintendent's decisions on involuntary transfers.
 - c. Superintendent's denial of leave requests for family illness, bereavement purposes where other than a family member, and child care leave was expressly defined, is involved.
 - d. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.
- 2.1.8 Miscellaneous conditions
 - 2.1.8.1 When a grievance carries over into a vacation period, the time limits shall consist of all workdays except national holidays.

- 2.1.8.2 The Board, the Administration, and the Employees will cooperate with each other in resolving grievances, and each will make every effort to provide the other with information relative to the grievance.
- 2.1.8.3 Should meetings required to resolve a grievance be held during regular working hours, the employee will be released from their duties for that time without any loss of pay or benefits.
- 2.1.8.4 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the participant.
- 2.1.8.5 All matters pertaining to specific grievances shall be treated as confidential by both parties, and shall not be disclosed by any participant in the grievance process who is subject to this Agreement.
- 2.1.8.6 Excluded from this grievance procedure shall be matters for which law provides another method of review.
- 2.1.8.7 Failure of a grievant to meet the time lines set forth in any step shall terminate the grievance. Failure of the District to respond within the timelines set forth in any step shall permit the grievant to move the grievance to the next step.

2.2 Management Rights

The District retains all rights of management except as those rights have been specifically and expressly relinquished in this Agreement.

2.3 Association Rights

- 2.3.1 Neither the District nor the Association will by themselves, or by any of their agents,
 - 2.3.1.1 Interfere with the right of an employee to become a member of the Association.
 - 2.3.1.2 Unlawfully discriminate against any employee who chooses to become a member of the Association.
 - 2.3.1.3 Coerce any employee into membership in the Association.
- 2.3.2 The Association shall be notified promptly by the District of any grievances over actions taken pursuant to the discharge and grievance procedure articles contained herein. The Association is entitled to have an observer at formal hearings scheduled by District officials arising out of grievances and, if appropriate, to make known the Association's views.
- 2.3.3 On or before August 15, the District shall provide the Association with the following information, if held by the District, regarding each employee in the bargaining unit: name, address, position, hire date, work site, work hours per

day, salary schedule placement, employee ID number, personal phone numbers, work and personal emails, and any other information mutually agreed upon. This information shall be supplemented and revised monthly and provided to the Association.

- 2.3.4 Association representatives have the right to meet with the Superintendent or the Superintendent's designee on a mutually agreeable basis to discuss matters of concern to either party. Such discussions shall not constitute negotiations nor be subject to the grievance procedure.
- 2.3.5 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials at each work site. The Association shall have the right to use intra-district mail service, E-mail, Internet access, and staff mail boxes for communication purposes with their members.

The Association shall have the right to use school facilities for meetings at any time and school equipment, when not otherwise in use, and shall have priority over non-school organizations, including governmental, non-profit, and community organizations, in scheduling. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

Any officer or authorized representative of the Association shall have the right to visit district buildings, individual members, or groups of members of the bargaining unit at any time. The visiting representative of the association shall notify the administrator/supervisor upon arrival. Such visits shall not interfere with or interrupt the normal workflow of the building or employees.

2.3.6 Association Business

The Association may use up to ten (10) days of leave without loss of pay or benefit per year for Association business. Association leave days shall be used in half or whole day increments. Days used for joint bargaining sessions shall not count against the ten (10) days. The Association must notify the Superintendent or designee at least five (5) working days before the day of intended leave. The Association will reimburse the District for the wages and benefits of the employee on such leave for each day of leave used.

2.3.7 Access to New Employees

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

- 2.3.8 The District will provide the Association with amended or newly developed job descriptions before adopting said descriptions.
- 2.3.9 After December 1, the District will make available the District S-275.

2.4 Association Dues and Deductions

- 2.4.1 The Association and its affiliates (WEA Uniserv Council, WEA, and NEA) shall have the right of automatic payroll deduction of membership dues, assessments, and fees for employees.
- 2.4.2 The Association shall provide an automatic payroll authorization form to each employee. To join the Association, employees shall sign and deliver such authorization to the Association or use the WEA "eJoin" system.
- 2.4.3 The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of prorated annual dues, assessments, and fees shall be supplied to the District payroll office by the Association to determine monthly dues deductions. The District shall deduct from the salary of each employee who submits written authorization for the dues required for union membership and such dues shall be transmitted to the Association monthly.
- 2.4.4 Revocation of membership shall be made in writing to the Association and shall become effective at that time. The Association shall promptly notify the District payroll office.
- 2.4.5 The Association will indemnify, defend, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this provision.
- 2.4.6 The Association agrees to refund the District any amount paid to it in error.

2.5 Non-Discrimination

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

2.6 Personnel Records

- 2.6.1 Employees or former employees shall upon request have the right to inspect the contents of their complete District personnel files in the presence of the Superintendent or designee. For those persons whose employment with the District is severed, District personnel files are retained for seven (7) years from the date of severance. The employee may, at their own expense, duplicate any documents contained therein.
- 2.6.2 Employees shall be notified whenever materials critical of the conduct, service, or fitness for a position are placed in their personnel file. Employees shall have the right to attach a signed response or explanation to the critical material.

2.7 Other Provisions

- 2.7.1 In the event the District appoints a calendar committee, the Association is entitled to a representative on such committee.
- 2.7.2 The District will communicate changes in Board policy to employees.
- 2.7.3 The Association will appoint representatives to meet with the District on a quarterly basis, and additionally as needed, to discuss and collaboratively solve building issues and practices and personnel issues. At each meeting, the next meeting date shall be set.

ARTICLE III—EMPLOYMENT PROVISIONS

3.1 Definition of Employees

- 3.1.1 A "regular employee" is defined as:
 - 3.1.1.1 An annual employee employed for twelve (12) months
 - 3.1.1.2 A school term employee employed for less than twelve (12) months.
- 3.1.2. A "long term substitute or temporary employee" is a regular part-time employee hired on a temporary basis with more than ninety (90) days prospective or actual continuous employment. Such employee shall be covered by this Agreement as follows:
 - 3.1.2.1 A "long term substitute employee" or "long term temporary employee" who is replacing an employee on paid leave is not eligible for economic benefits provided in Article IV and may be eligible for economic benefits provided in Article V Section 5.1.1, and shall be paid on Step 1 of the salary range in which they are working. A "long term substitute employee" who is replacing an employee on an unpaid leave shall be eligible for the economic benefits provided in this Agreement and shall be paid on Step 1 of the salary range in which they are working.
 - 3.1.2.2 Long-term substitutes and temporary employees are eligible for sick leave as provided by law.
 - 3.1.2.3 An employee who has served in a long term/substitute position and who receives the permanent position shall convert to regular status employee immediately and seniority shall be retroactive to the first day worked in the position and receive benefits and salary immediately.
- 3.1.3 A "short term substitute or temporary employee" is defined as a regular parttime employee employed for thirty (30) or more days ending in the current or immediately preceding work year who does not meet the requirements of Sections 3.1.1 or 3.1.2 above. Such employees shall not be covered by this Agreement except that they shall be paid on Step 1 of the salary range in which they are working.
- 3.1.4 A "casual employee" is defined as a person with less than thirty (30) days prospective or actual employment in a twelve (12) month period ending in the current or immediately preceding work year and shall not be covered by this Agreement.

3.2 Conditions of Employment

- 3.2.1 The length of each working day and the number of days worked per school year shall be determined by the District according to the needs of the District and applicable State law. The District will provide employees with assignment information no later than June 30.
- 3.2.2 An employee assigned hours of work in excess of eight (8) hours per day and/or forty (40) hours per week will be compensated at time and one half (1 1/2) the employee's regular hourly rate of pay. The eight (8) hour time and one-half (1 1/2) provision will not apply in the following cases:
 - 3.2.2.1 If the District assigns an employee to work more than eight (8) hours per day on a daily basis provided that the assignment is equal to or less than forty (40) hour per week
 - 3.2.2.2 If an employee and the employee's supervisor agree, an employee may work fewer hours on an assigned work day to address personal matters provided that the time is made up on an earlier or later assigned work day on an hour for hour basis within the same week, i.e., "flex time". When said "flex time" would cause an employee to work greater than an eight (8) hour work day, the overtime provision for work in excess of eight (8) hours per day will not apply as provided in Section 3.2.2 above; or if an employee is eligible for compensation pursuant to professional time (Section 3.12.4. Professional Time) the employee will not qualify for overtime if said time is in excess of the employee's regular, eight (8) hour day.
- 3.2.3 Any employee who is called back by the supervisor to report for work will receive at least two (2) hours pay at the employee's regular hourly rate of pay.
- 3.2.4 Reporting to Work
 - 3.2.4.1 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the District will attempt to notify each employee to refrain from coming to work. Employees are responsible to listen to designated radio and television stations for announcement. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such closure; provided that no employee shall be entitled to any such compensation in the event of media broadcast or actual notification of closure one (1) hour prior to the employee's report time.
 - 3.2.4.2 Any employee who has reported to work and is asked by their supervisor to stay pending a decision on whether school will be held, shall be in pay status until released but shall receive no less than two (2) hours' pay if school is not held.

- 3.2.4.3 If an employee comes to work and a school closure is announced (and the day will count as a "school day"), the employee will be allowed to work the day at their election. Time will be arranged with the building administrator.
- 3.2.5 Any employee assigned by their supervisor to work four (4) hours per day in a higher classification or a total of ten (10) hours per week in a higher classification, shall be paid at the higher classification level and on the first increment step that exceeds the substituting employee's current rate of pay for the time involved. An employee assigned to work in a lower classification for any period of time shall continue to receive their regular rate of pay.
- 3.2.6 Reduction in Hours
 - 3.2.6.1 Should financial shortfalls necessitate cutting hours or days from employee positions, those employees so affected shall, except in any emergency, receive a two (2) work week notice prior to the effective date of such reduction.

Reductions in hours or days of work shall occur in accordance with the following:

- a. The District shall determine the number of hours or days to be reduced in each of the following work categories: High School, Middle School, Elementary and District Office.
- b. The District shall then determine the number of hours or days to be reduced at each work site within each of the above categories. Employees at the worksite may volunteer to reduce their hours.
- c. The District shall then determine the number of hours or days to be reduced for specific positions. (Positions are those listed on the Salary Schedule of this Agreement).

The hours or days of the least senior employee in a position at a work site identified for reduction will be reduced, as needed.

A senior employee holding a position for which the hours or days are reduced may choose to transfer to the worksite of the least senior employee holding the same position within the same work category.

- 3.2.6.2 Those employees so affected will be placed on a District roster to substitute in any position for which they are qualified. Additionally, they will be offered first opportunity for additional hours which may become available within their specific position.
- 3.2.7 The District may appoint a mentor(s) for each newly hired employee. The mentor(s) assigned will be an employee in a like position and level as the new employee. The mentor(s) will work with the new employee for up to two (2) school years, meeting with the employee at least monthly. If the mentor(s) is an employee included in the Association, the mentor(s) shall be given release time

to work with the newly hired employee during the work day, utilizing professional growth funds. The mentor(s) shall be compensated by the district for authorized time in excess of the mentor's assigned work day. Compensation shall be at the mentor's regular, hourly rate of pay.

- 3.2.8 Every building shall develop a plan for providing office coverage during periods of secretary absence. Such plan shall include a list of individuals who are qualified to work as office-clerical substitutes. The District shall assist the buildings in developing such lists and retains the right to approve the substitute list(s).
- 3.2.9 Student Health
 - 3.2.9.1 No employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from a District designated trainer.
 - 3.2.9.2 Student injections shall be limited to emergency Epi-pen injections only when a student is known to be susceptible to a predetermined, life-endangering situation.
 - 3.2.9.3 In the event of unforeseen circumstances, where the school nurse or health room assistant is unavailable, employees will cover student health needs.
 - 3.2.9.4 Employee responsibilities for student health are limited by paragraphs a through c above.

2.3 Evaluations

- 3.3.1 Each employee covered by this Agreement shall be evaluated during each school year by their supervisor in accordance with procedures and criteria established by the District. Annual evaluations will be due by the last student day of each year for employees in positions of less than 260 days and by the end of July of each year for employees in positions of 260 days or more. Should the District fail to issue an employee an evaluation within this timeframe, such employee will be rated overall at the applying level for that evaluation period.
- 3.3.2 At any time during the school/work year, if an administrator/supervisor is concerned that an employee is not performing at the applying level, the administrator/supervisor will discuss any performance difficulties with the employee and state the performance expectations. The performance evaluation will be discussed with the administrator/supervisor. Performance concerns cannot be used to mark an employee overall less than applying 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.

- 3.3.3 A written evaluation form is to be filled out by the administrator/supervisor, after which a meeting shall be held between the administrator/supervisor and the employee to discuss the evaluation. The evaluation shall be signed by both the employee and the administrator/supervisor. The signature of the employee, however, does not necessarily imply that the employee agrees with the contents of the evaluation. The employee may attach comments to the evaluation. Said comments will be dated and signed by the employee.
- 3.3.4 A copy of the employee's evaluation will be given to the employee and one (1) copy will become part of the employee's personnel file.
- 3.3.5 Employees rated overall unsatisfactory must include written comments and a written plan of improvement that includes the specific areas of needed improvement and specific expectations for different behavior and/or performance. Available resources and/or assistance shall be provided to help the employee improve in the areas identified. A timeline for the plan of improvement will not exceed sixty (60) working days. The consequences for failure to sufficiently meet the plan may lead to disciplinary action(s). At the District's discretion the employee may be further evaluated during the plan of improvement.
- 3.3.6 The District will consult with the Association when amending the evaluation instrument.

3.4 Lunch and Rest Periods

- 3.4.1 Employees entitled to a lunch period in accordance with applicable law will be provided a duty-free lunch period of at least thirty (30) minutes.
- 3.4.2 Employees shall be allowed a rest period of fifteen (15) minutes on the District's time for each three and one-half (3 1/2) hours of continuous working time.

3.5 On the Job Injury

All employees of the District are covered by the provisions of Washington State Industrial Insurance for on the job injury.

3.6 Layoff/Resignation

3.6.1 In the event the District anticipates a need to layoff employees due to economic setback, inoperable facilities, or other conditions that reasonably require a reduction in force, it will notify the Association as soon as reasonably possible and explain the reasons for the layoff, the positions to be eliminated, and the options available to affected employees. The District agrees to give each employee who has been on the payroll more than sixty (60) working days at least twenty (20) business days' notice of intended layoff, and each employee shall give the District at least two (2) weeks' notice of their intent to resign.

- 3.6.2 Layoffs of persons covered by this agreement shall be in reverse order of seniority. Recall of persons laid off by reason of a layoff shall be in reverse order of the layoff.
 - 3.6.2.1 Layoff
 - a. The District shall determine layoff of employees in each of the following work categories: High School, Middle School, Elementary and District Office.
 - b. The District shall then determine the number of employees to be laid off at each work site within each of the above categories.
 - c. Employees may apply for a leave of absence without pay for the following school year consistent with Section 4.3 of this Agreement.
 - d. The District shall then determine those employees to be laid off in specific positions. (Positions are those listed on the Salary Schedule of this Agreement). The more senior employee(s) in those positions at the worksites experiencing the layoff have the right to transfer to a worksite of the least senior employee in that position who will then be laid off.

3.6.2.2 Recall

When a position becomes open within the bargaining unit, the District shall first open the position for bargaining unit employee application. When there is an open position for which no bargaining unit employee applies, the District shall offer the position to a person in the reemployment pool, provided the person held the position prior to layoff or is qualified to fill the position.

3.6.2.3 Re-employment Pool

- a. Persons who are laid off shall remain on the District reemployment list for two (2) years.
- b. Persons placed on the re-employment list will be called to substitute in any position for which they are qualified.
- c. Persons on layoff status shall file and maintain their address, email address, and phone number in writing with Human Resources.
- d. A person on the re-employment list will be removed from said list if the person does not maintain a current address, email address and phone number, or turns down an offer of reemployment, or does not respond to the offer of reemployment within fifteen (15) days. An offer of re-employment will be made by certified mail. The date on which the mail is certified shall be the first day of the timeline for a response from the person in the reemployment pool.

3.6.2.4 Determination of Qualification

Any question of qualification shall be determined solely by the District and such determination shall not be subject to the grievance procedure.

- 3.6.3 If the senior employee is not returned to their former or comparable position as a result of layoff, they will receive a written notification of the reasons for such actions.
- 3.6.4 No employee shall displace another employee in a higher classification as a result of layoff.

3.7 Just Cause

- 3.7.1 No employee shall be disciplined (including oral warnings, written reprimands, suspensions, or discharge) without just cause. The level of disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action. If the District schedules a meeting to announce discipline or convenes an investigatory interview which includes the employee and which could reasonably lead to discipline, the affected employee may have an Association representative present. No meeting will be delayed for more than two (2) days to allow an Association representative to be present.
- 3.7.2 The Association and the District agree that the District may send an employee home when the District believes the individual is under the influence of an intoxicating substance. The suspected substance may range from prescription drugs which, in the judgment of the District, places the employee or others at risk, to alcohol and any controlled substances. Furthermore, the District may issue the employee a warning that subsequent incidents involving intoxicating substances may lead to suspension or discharge.

3.8 Seniority

3.8.1 "Seniority" is defined as length of continuous service as a District employee; except that for employees hired on or after February 1, 1999, seniority shall be defined as length of continuous service in this bargaining unit. For employees in positions which are subsequently included in this bargaining unit, seniority is defined as all continuous service with the District in one or more office clerical positions.

> In the event two (2) or more employees have the same start date, seniority order for these employees will be determined on the basis of earliest date of employment with the District and should the tie remain, then seniority order shall be determined by lot.

> Each new regular employee shall remain in probationary status for a period of not more than sixty (60) working days following the hiring date. After sixty (60) working days, the employee will be entitled to all protections and privileges

contained in this Agreement, effective their start date. No later than the sixtieth (60th) day of probation the newly hired employee will be evaluated.

- 3.8.2 The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for just cause, and retirement. Seniority rights shall not be lost but shall not accrue for the following reasons: authorized unpaid leaves of absence and involuntary layoff. Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; paid, authorized absence covered by the leave provision of the agreement; and holidays and vacations.
- 3.8.3 By December 1 of each year, the District will provide the Association President, a bargaining unit seniority list. Such seniority list will be distributed by the District to employees in the bargaining unit. Employees will have ten (10) workdays from the date of distribution to challenge their seniority date.

3.9 Voluntary Reassignments and Transfers

Where ability, qualifications, and job performance are equal, the employee with the most seniority shall have priority consideration in promotions and transfers. If the District determines that seniority does not apply, the District will, upon request by the bypassed employee(s), provide written reasons for the bypass.

3.10 Involuntary Reassignments and Transfers

- 3.10.1 Employees may be involuntarily reassigned and transferred to positions covered by this Agreement on the following basis:
 - 3.10.1.1 The needs of the District.
 - 3.10.1.2 Job performance.
 - 3.10.1.3 Employee qualifications.
 - 3.10.1.4 Expressed employee preference.
- 3.10.2 When it is not possible to meet all these criteria, employees will be assigned in the order in which these criteria appear.

3.11 Other Positions

- 3.11.1 All position announcements pertaining to employees covered by this Agreement shall be posted on the District website for a period of five (5) working days in advance of their closing dates. Employees who desire to fill such vacancies shall apply via the District's online system. During the summer months, one (1) of the Association officers shall be notified by the District of such position announcements.
- 3.11.2 Promotions to supervisory or other positions within the District that are not covered by this Agreement shall be the exclusive province of the District and are not subject to grievance. However, full consideration will be given to employees in classifications represented by the Association when seeking personnel to fill

these positions. Open supervisory positions will be posted in accordance with Board policy.

3.11.2 Creating New Positions

Should the District determine the need for a new position within the bargaining unit, the District shall meet with the leadership of the Association to inform the Association of the position and to establish the salary range for the new position. The position shall be posted consistent with Section 3.11.1.

3.12 Training

- 3.12.1 Release time and/or reimbursement of expenses may be granted by the building administrator(s) to employees for the purpose of attending workshops, professional meetings, and educational conferences. The District shall provide a substitute when necessary.
- 3.12.2 District required attendance at workshops and/or training programs held beyond the employee's work day shall be at the employee's regular rate of pay or at the overtime rate if applicable, with the District paying the full cost of registration, required books, and supplies, if any. The District shall reimburse employees for out of District travel to and from the training site plus any meals.
- 3.12.3 Professional Growth Fund
 - 3.12.3.1 The District will allocate \$4,250 (each year) for a Professional Growth Fund. The Professional Growth Fund will be increased by \$250 for each employee added to the bargaining unit over twenty-five (25) employees. Qualifications for and distribution of such Professional Growth Fund allocation shall be developed by an Association/District committee. Said committee will additionally report to the Board no later than August 15, concerning employee use of Professional Growth Fund for educational purposes. Compensable hours worked in accordance with this section shall be at the employee's regular rate of pay.
 - 3.12.3.2 The District will allow unexpended professional growth funds to carry forward into the following fiscal year for approved Association professional growth activities provided that a District purchase order for said group activity is issued no later than August 15.
- 3.12.4 Professional Time
 - 3.12.4.1 Each year the District shall schedule a day of professional in-service training for Association staff. Said day shall be scheduled prior to the student year and within each employee's pre-school scheduled days of work. This designated day for staff training shall be included in the secretarial work calendar for the coming year. The District shall consider Association suggestions for in-service subjects.

3.12.4.2 In addition, up to seven and one-half (7 1/2) hours of compensated time may be scheduled each year for professional concerns. Subjects of professional concerns and a schedule of time to address said concerns will be developed in cooperation between the District and Association. Compensated time shall be at the employee's regular rate of pay and will not qualify for overtime if said time is in excess of the employee's regular, eight (8) hour day.

3.12.5 Technology Training

The District will provide technology training on an on-going basis and will make a good faith effort to provide such training before technological changes are implemented. "Technology" shall include, but not necessarily be limited to, computer hardware and software; telephone systems; and equipment such as copiers and printers that the employees must use in the performance of their job.

3.13 Employee Protection

- 3.13.1 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. Each building principal will provide the building employees with a list of names of staff for assistance in cases of emergency discipline.
- 3.13.2 The District shall hold harmless and defend each District employee from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing their duties as an employee of the District, provided that in the performance of said duties, the employee has acted consistently with state laws and Board policies; and further provided that such claims and damages are not a result of the employee's criminal act(s) as determined by a court of law.
- 3.13.3 The District shall provide employees with insurance protection covering those employees while engaged in the reasonable and lawful maintenance of order and discipline and the protection of school personnel and students and the property thereof provided that the employee is acting consistently with state laws and Board policies.

3.14 Calendar

The District will provide the Association with the employee work calendars for the following school year by the last work day of April or within 10 (ten) workdays of the adoption of the following school year's student calendar if after the last day of April. The Association shall be consulted prior to changes in their work calendar.

3.15 Reclassification Procedures

- 3.15.1 A reclassification is a change in an employee's job title and pay based on significant and sustained changes in job duties and levels of responsibility. A temporary change in job duties and levels of responsibility will not be considered the basis for reclassification.
- 3.15.2 Employees are eligible for a position reclassification under the following conditions:
 - 3.15.2.1 An employee must submit a written request for review of the employee's job duties and responsibilities. The request must include an explanation and enumeration of such additional job duties and level of responsibility supporting the request. The request must include the length of time the additional job duties and responsibility were performed. The reclassification must be endorsed by the employee's immediate supervisor. An employee's immediate supervisor may submit a request for an employee reclassification.
 - 3.15.2.2 The written request must be submitted to the Director of Human Resources no later than December 1. The Director of Human Resources will convene and chair a reclassification committee comprised of the Director of Business Services and two (2) secretaries appointed by the Association. The committee will submit its reclassification decision no later than January 30. If the reclassification is approved, the employee's reclassification will be in effect February 1 following the reclassification decision. A reclassification must be recommended by no fewer than three (3) members of the reclassification committee.
 - 3.15.2.3 The decision of the reclassification committee is not subject to appeal through the grievance procedure. An employee or supervisor may resubmit the request for reclassification the following school year.

ARTICLE IV—LEAVES AND VACATIONS

4.1 Personal Leaves

4.1.1 Personal Leave

Regular employees may be granted three (3) days of leave with pay each work year for personal leave, which is non-cumulative for personal reasons that cannot be performed at any other time. Personal leave will be prorated for employees hired after the commencement of the work year. Arrangements for personal leave should be made through the building principal or supervisor to the Superintendent of Schools, in writing, at least twenty-four (24) hours in advance whenever feasible. The Superintendent's decision shall be final.

Unused personal leave will be cashed-out in half day increments and paid to the employee at the substitute rate of pay for their assignment. This cash-out provision will not be available to an employee who has taken leave without pay during the current school year.

The personal leave allocation will be based on the employee's assigned hours (FTE) as of the first scheduled work day in October, and cash-out paid in the August payroll.

4.1.2 Emergency Leave

Up to three (3) days of emergency leave may be granted at the discretion of the Superintendent or the Superintendent's designee for events of an unforeseen nature, beyond the control of the employee, and where reasonable preplanning could not have avoided the absence. Such leave shall be deducted from sick leave.

Emergency leave shall not be used for recreational absence.

4.1.3 Emergency Leave for Family Illness

Emergency leave may be used for serious illness of employee's immediate family that requires the presence of the employee. "Immediate family" is defined to include parent, step-parent, spouse, children, and relatives who are a part of the employee's household.

4.2 Bereavement Leave

4.2.1 Employees may be granted a leave of absence with pay of not more than five (5) days per occurrence for the death of a father, mother, parent substitute, brother, sister, brother-in-law, sister-in-law, spouse, parent of spouse, grandparent, children, grandchildren, or dependent relative residing in the household of the employee of the District. Additional days may be granted by the Superintendent under unusual conditions. Additional days shall be left at the discretion of the employee to be taken without pay or deducted from sick leave.

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

4.3 Leaves of Absence Without Pay

- 4.3.1 Upon favorable recommendation of the Superintendent, a leave of absence without pay or accrual of benefits may be granted to any employee for a period not to exceed one (1) year. Reasons for such a leave may be illness, family emergency, maternity, education, etc.
- 4.3.2 The employee's acceptance of other employment while on leave of absence without prior written consent of the District shall, at the sole discretion of the District, automatically terminate the leave and cancel any obligation by the District to reinstate the employee.
- 4.3.3 An employee returning from an approved leave of absence shall be placed in the position last held or in a comparable position in the District.
- 4.3.4 While on approved leave without pay, an employee will retain accrued sick leave, vacation, and seniority rights.
- 4.3.5 Vacation leave, sick leave, seniority rights, and other benefits shall not accrue during the leave of absence, except that the employee shall have the option of remaining an active participant in fringe benefit programs by contributing thereto the amount required, but with no District contribution.

4.4 Extended Illness

An employee on leave due to an extended illness shall be guaranteed their former or a comparable position if they return to work within six (6) months of using all accrued sick leave and vacation benefits; provided there has not been a layoff which would have affected said employee, then the provisions of Article III, Section 3.6 shall prevail.

4.5 Legal Leave

Leaves of absence with pay may be granted when an employee is subpoenaed to appear in a court of law provided the proceeding does not result from their contractual relationship with the District. If any witness fees are paid, they shall be retained by the employee.

4.6 Jury Duty

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. Any employees required to serve on juries will be paid at their normal rate of pay. Any pay received for such jury service shall be retained by the employee.

4.7 Sick Leave

- 4.7.1 Sick leave shall be granted to all regular employees for employee illness, injury, disability, or for the care of a child of the employee who is under the age of eighteen (18) and who has a health condition which requires supervision or treatment.
- 4.7.2 Sick leave shall be accounted for in hours. "Day" means the number of hours in the employee's authorized work day.
- 4.7.3 One (1) day of sick leave shall be earned for each month worked, cumulative to the legal maximum. The District will provide to all employees who work one hundred and eighty (180) days or more a year sick leave in accordance with number of days assigned to work:
 - 4.7.3.1 180 to 214 assigned work days = 10 days sick leave
 - 4.7.3.2 215 to 236 assigned work days = 11 days sick leave
 - 4.7.3.3 237 to 260 assigned work days = 12 days sick leave
- 4.7.4 Employees shall be credited on September 1 of each school year with the entire amount of sick leave they are expected to accrue by August 31 of that school year. Mid-year new hires or employees returning from a leave of absence shall be credited for sick leave in the same manner, accruing from their start date or return.
- 4.7.5 Illness for a period of more than five (5) days shall be verified by a statement from a doctor upon request by the appropriate supervisor.
- 4.7.6 Sick leave accumulated by an employee prior to leaving the employment of the District will be restored to such person if they return to regular employment with the District at a later date.
- 4.7.7 An employee who leaves the employment of the District during the course of the year and has used more than their accumulated and prorated sick leave earned through the date of termination shall be required to reimburse the District for the unearned sick leave that was used.
- 4.7.8 Sick leave cash-out shall be granted to employees as follows:
 - 4.7.8.1 In January of each year, any employee who; at the end of the immediately previous calendar year, who has accumulated in excess of sixty (60) days (480 hours) of unused sick leave, may elect to convert the earned, but unused sick leave, from the prior year which is in excess of sixty (60) days (480 hours) to monetary compensation at the rate of one (1) paid day for each four (4) days of sick leave cashed-out.
 - 4.7.8.2 Employees who intend to cash-out sick leave under this section shall notify the District's Business Office by January in writing.

- 4.7.8.3 Any employee who retires or dies while employed by the District may elect (personally or by a representative, as appropriate) to convert no more than one-hundred and eighty (180) days (1440 hours) of unused sick leave to monetary compensation at the rate of one (1) paid day (hour) for each four (4) days (hours) of sick leave cashed-out.
- 4.7.8.4 Sick leave is accounted for in hours and, for the purposes of this section, shall be converted to days on the basis of the number of hours in the employee's current authorized work day.
- 4.7.8.5 Annual conversion of accumulated sick leave, or conversion of sick leave upon retirement or death, shall be subject to applicable laws.

4.8 Holidays

4.8.1 All regular employees shall be given the following paid holidays that occur during their work year:

Fourth of July	Christmas
Labor Day	New Year's Day
Veterans' Day	President's Day
Thanksgiving	One day at Spring Vacation
Friday following	Memorial Day
Thanksgiving	Martin Luther King Day
Day before Christmas	

Any other day proclaimed a paid holiday for public schools in the State of Washington by legal authority shall be added to this schedule automatically.

- 4.8.2 Regular employees covered by this Agreement shall be paid at their regular rate of pay provided that.
 - 4.8.2.1 They were in a pay status the scheduled work day immediately preceding the holiday, and
 - 4.8.2.2 They were in a pay status the scheduled work day immediately following the holiday, and
 - 4.8.2.3 They are not on leave of absence.

4.9 Vacations

- 4.9.1 Vacation increments or credits shall be granted on September 1 of each year. In order to be eligible for such increment or credit, an employee must have been employed prior to February 1 of the preceding school year.
- 4.9.2 An employee who leaves District employment during the course of the year and has used more than their accumulated and prorated vacation earned through the date of termination, shall be required to reimburse the District for unearned

vacation used. The amount will normally be deducted from the employee's final pay check.

- 4.9.3 Annual Employees
 - 4.9.3.1 All annual employees will be eligible for twelve (12) days of paid vacation per year.
 - 4.9.3.2 At the beginning of the fifth (5) year of employment with the District, employees will be eligible for fifteen (15) days per year.
 - 4.9.3.3 At the beginning of the seventeenth (17) year of employment with the District, employees will be eligible for additional days of paid vacation at their regular rate of pay and regular approved hours-perday of employment to a maximum of twenty (20) days:

Beginning of year	# vacation days
17	16 days
18	17 days
19	18 days
20	19 days
21	20 days

- 4.9.3.4 Unused vacation from prior years may accrue up to twenty (20) days
- 4.9.4 School-term Employees
 - 4.9.4.1 All school term employees will be eligible for seven (7) days of vacation pay at their regular rate of pay and regular approved hours per day of employment.
 - 4.9.4.2 At the beginning of the fifth (5) year of employment with the District employees will be eligible for twelve (12) days of pay at their regular rate of pay and regular approved hours per day of employment.
 - 4.9.4.3 At the beginning of the sixteenth (16) year of employment with the District, employees will be eligible for additional days of paid vacation at their regular rate of pay and regular approved hours-perday of employment to a maximum of twenty (20) days:

Beginning of year	# vacation days
16	15 days
17	16 days
18	17 days
19	18 days
20	19 days
21	20 days

4.10 Leave Sharing

The District shall allow Association members to participate in the District leave sharing program as long as the program is authorized by state statute and Board policy and the member meets the qualification for the program

4.11 Faith or Conscience Leave

- 4.11.1 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 workdays 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.
- 4.11.2 The employee may select the days on which the employee desires to take the two (2) unpaid workdays after consultation with his or her supervisor. If an employee prefers to take the two (2) unpaid workdays 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.

4.12 Other Leaves

In addition to leaves provided in Article IV, the District will allow leaves consistent with state and federal laws and District procedures. Such leaves include, but are not limited to:

- 4.12.1 Leave as defined by the Family Medical Leave Act (FMLA) and Washington State Paid Family and Medical Leave (PFML).
- 4.12.2 Military leave as defined by the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 4.12.3 Domestic Violence leave as defined by the RCW 49.76.
- 4.12.4 Adoption/Foster Parent Leave
 - 4.12.4.1 May be granted to an employee for a period of five (5) days with pay. Such leave may be used for court and legal proceedings, home study and evaluation, and required home visitation by the placing agency.
 - 4.12.4.2 Employees who adopt and/or foster a child(ren), may take up to twenty-five (25) days of sick and/or personal leave for initial care of the child(ren). When both adoptive and/or foster parents are employed by the District, such leave can be used consecutively.

4.12.5 Breaks for Lactation/Expression of Milk

The District shall provide a reasonable break time for an employee to express breast milk for two years after the child's birth pursuant to RCW 43.10.005. The employee will be provided a private location, other than a bathroom, each time the employee has the need to express milk. If there is not a space for the employee to express milk, the District shall work with the employee to identify a convenient location and work schedule to accommodate the employee's needs.

ARTICLE V—SALARY AND BENEFITS

5.1 Benefits

5.1.1 Insurance

Employees who work or are anticipated to work 630 hours or more in a work year shall be eligible for insurance under the School Employee Benefits Board (SEBB). SEBB shall establish all parameters of the benefit offerings, including plan designs, carriers, and employer/employee rates. Employee rates shall be paid through payroll deduction. Informational documents regarding SEBB may be found in Appendix B.

5.1.2 Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes significant changes to the insurance coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent permitted by law.

5.1.3 Collaborative Review Process

The District shall provide the Association with reports upon request regarding which of their members are ineligible for benefits. The District will provide any information requested by the Association regarding the reasons for such ineligibility.

5.1.4 Termination of Benefits

- 5.1.4.1 The District's Separation of Employment form will include information about when benefits will terminate based on date of separation.
- 5.1.4.2 Any employee terminating employment will continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective.
- 5.1.4.3 When a school employee loses eligibility for the employer contribution towards insurance coverage, the District will notify the employee in writing.
- 5.1.5 Tax Sheltered Annuities and 403(b)(7) Plans: Employees may participate in taxsheltered annuity programs approved by the Association and the Board. The cost of a third-party administrator shall be borne by the District.

5.1.6 COBRA

The District will make available to those employees eligible the current benefits offered by COBRA plan at the time of application.

5.1.7 Washington Paid FMLA

Employees shall pay the employee's portion of the premium.

5.2 Other Compensation Provisions

- 5.2.1 Any employee who is authorized to use their personal car on District business shall be compensated at the current District rate. The mileage shall be authorized and validated by the employee's supervisor.
- 5.2.2 Retroactive pay, where applicable, shall be paid on the first regular payroll following execution of this Agreement.
- 5.2.3 Three (3) additional days for paid cross-training will be available for employees who have been involuntarily transferred.
- 5.2.4 Each new, regular employee will be placed on the Salary Schedule at the discretion of the District. Prior out of state and/or non-school district experience may be considered by the District in determining placement. Those who have worked in secretarial/clerical positions in public school districts in the state of Washington, will be credited with those years of experience for placement on the Salary Schedule. Employees must start on or before February 1 to be eligible for a step increase in September.

5.3 Wage Increases

- 5.3.1 2021-2022: Effective September 1, 2021, hourly wage shall be those rates displayed on the Salary Schedule (Appendix A).
- 5.3.2 2022-2023: Effective September 1, 2022, hourly wage rates displayed on the previous school year's Salary Schedule shall be increased by 1.0% plus the Implicit Price Deflator (IPD).
- 5.3.3 2023-2024: Effective September 1, 2023:
 - 5.3.3.1 If the 2022 EP & O levy passes, the District will conduct a comparison of year 5 hourly wage rates using the comparisons listed in the table below and increase the year 5 comparables by IPD.

Year 5 comps	Issaquah	Lake Wa	Riverview (Step 2)	Tahoma
Administrative Assistant III	Level D	Level 5	S2, Sec'y 3	Admin 3
Administrative Assistant II	Level C	Level 3	S2, Sec'y 2	Admin 2
Administrative Assistant I	Level B	Level 1	S2, Sec'y 1	Sec'y 1

- 5.3.3.2 If the 2022 EP & O levy fails, hourly wage rates displayed on the previous school year's Salary Schedule shall be increased by the IPD.
- 5.3.4 Longevity Step

Each employee will receive a longevity step at the beginning of their tenth (10th), fifteenth (15th) and twentieth (20th) year of service in the District.

- 5.3.4.1 10th Year an additional fifty cents (\$0.50) per hour
- 5.3.4.2 15th Year an additional dollar (\$1.00) per hour
- 5.3.4.3 20th Year an additional dollar (\$1.00) per hour

5.4 Higher Education Pay

5.4.1 Each full-time employee (40 hours/week) shall be granted the following stipend amount after presenting evidence of having completed the respective higher education degree:

Degree Earned	School Year Employee	Annual Employee
Associate Degree	\$400.00	\$480.00
Bachelor's Degree	\$600.00	\$720.00
Master's Degree	\$800.00	\$960.00
Doctoral Degree	\$1000.00	\$1200.00

5.4.2 Salary recognition will apply to the highest degree held by the employee. Stipend recognition shall be prorated based on the employee's assigned hours (FTE) and months of employment.

5.5 Monthly Salary Installments

All employees shall receive payment for their services in twelve (12) monthly installments.

ARTICLE VI-DURATION

The duration of this Agreement is from September 1, 2021 and will continue through August 31, 2024.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT

/s/K. Seiser

/s/L. Gibbon

President, SVAPA

Superintendent, SVSD

7/19/2021

Date

7/15/21

Date

Year (Step)	Admin Asst 1	Admin Asst 2	Admin Asst 3
1	\$23.06	\$25.29	\$27.51
2	\$23.31	\$25.54	\$27.76
3	\$23.56	\$25.79	\$28.01
4	\$23.81	\$26.04	\$28.26
5	\$24.06	\$26.29	\$28.51
6			
7			
8			
9			
10	\$24.56	\$26.79	\$29.01
11			
12			
13			
14			
15	\$25.56	\$27.79	\$30.01
16			
17			
18			
19			
20+	\$26.56	\$28.79	\$31.01

Appendix A Salary Schedule 2021-2022

Data	a Analyst
Hea	d Student Services
Mai	ntenance
Sch	ool Office Manager
Trar	nsportation
Adn	ninistrative Assistant II
Athl	etic
Atte	ndance
Cou	Inseling
Fina	ancial
Foo	d Service
Hun	nan Resources
Onli	ine Program
Reg	jistrar (Elem, MS, HS)
Stud	dent Services
Adn	ninistrative Assistant I
Cler	rk/typist

Administrative Assistant III

Clerk/typist Receptionist

Appendix B SEBB Information



SEBB Program Fact Sheet

About us

What is the School Employees Benefits Board (SEBB) Program?

Starting January 1, 2020, employees of Washington's school districts and charter schools, and represented employees of Washington's educational service districts (ESDs), will receive health and other insurance benefits for their eligible employees through the SEBB Program. Benefits available through the SEBB Program will replace the health and insurance benefits currently provided by school districts, ESDs, and charter schools (SEBB organizations).

How will the SEBB Program be governed?

- The School Employees Benefits Board (SEB Board) will design and approve insurance benefit plans for the SEBB Program, and establish eligibility criteria for participation in these plans.
- The Washington State Health Care Authority (HCA) purchases health care for more than 2 million Washington residents through Apple Health (Medicaid), the Public Employees Benefits Board (PEBB) Program, and starting in 2020, the SEBB Program.
- The Office of Financial Management (OFM) provides information, fiscal services, and policy support that the Governor, Legislature, and state agencies need to serve the people of Washington State. OFM will represent the Governor in the bargaining process with unions for the employer's contribution toward school employees' health care benefits.

Background

How were the SEB Board and SEBB Program created?

 The SEB Board and SEBB Program were created by Engrossed House Bill (EHB) 2242, and signed into law on July 6, 2017.

- Engrossed Substitute Senate Bill (ESSB) 6241, signed into law on March 23, 2018, amends and clarifies EHB 2242.
- The SEBB Program is separate and independent from the Public Employees Benefits Board (PEBB) Program, though HCA administers both programs.

Why was the SEBB Program created?

The SEBB Program was created to:

- Promote more transparency and accountability in state expenditures for school employee benefits.
- Eliminate differences in school employee benefit offerings and make them more affordable to employees with dependents.
- Consolidate collective bargaining for school employee benefits.

Roles and responsibilities

What is the SEB Board responsible for?

The SEB Board meets regularly to study statewide insurance matters and discuss best practices for designing a set of cost-efficient, value-based insurance offerings for SEBB Program enrollees and their dependents.

The SEB Board's statutory duties are to:

- Study matters regarding health care coverage and other types of insurance.
- Develop plans that include comprehensive, evidencebased health care benefits.
- Authorize premium contributions to encourage costeffective health care systems.
- Determine terms and conditions of eligibility criteria, enrollment policies, and the scope of coverage.
- Establish penalties for when an employer fails to comply with the terms and conditions.
- Participate with the HCA in approving plan specifications and carrier selection, to leverage efficient purchasing through coordination with the Public Employees Benefits Board (PEB Board).

continued

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What is the HCA responsible for?

The HCA will:

- Procure for and administer insurance coverage under the SEBB Program.
- Propose rules for the SEBB Program, with input from the public and policies approved by the SEB Board.
- Provide information and technical and administrative assistance to the SEB Board.
- Provide guidance to SEBB organizations for making eligibility determinations.
- Create communications for SEBB organizations and members.

What is OFM responsible for?

The state (through OFM) will bargain with a single coalition of union representatives for the employer's contribution toward school employees' health care benefits. The first collective bargaining process occurs July 1 through September 30, 2018, for SEBB Program benefits starting January 1, 2020.

Enrollment

When will enrollment begin in the SEBB Program?

The first annual open enrollment for the SEBB Program begins October 1, 2019, and runs through November 15, 2019. Employees will receive information well in advance, including information about the benefit options, plans, and monthly premiums.

Eligibility

Who's covered?

An estimated 150,000 employees, and their eligible dependents, in Washington State's 295 school districts, charter schools, and represented employees in educational service districts (ESDs) may be covered. This includes:

- Certificated and classified employees anticipated to work at least 630 hours per school year.
- Legal spouses and state-registered domestic partners.
- Children up to age 26.
- Children of any age with disabilities.
- Extended dependents.

Benefits

What types of benefits will the SEBB Program offer? Beginning January 1, 2020, SEBB Program benefits will include:

- Managed-care and preferred-provider medical plans, all with:
 - Routine preventive care covered 100% within network
 - Prescription drug benefits
 - Ambulance, emergency care, and hospital care
 - Mental health care
 - Physical, occupational, and speech therapy
 - Chiropractic and massage care
- Two managed-care dental plans.
- One preferred-provider dental plan.
- Group vision plans from up to three carriers.
- Life and accidental death and dismemberment (AD&D) insurance.
- Long-term disability insurance.
- Medical flexible spending arrangement (FSA).
- Dependent Care Assistance Program (DCAP).

Will my school district have to purchase benefits through the SEBB Program?

Yes. Starting January 1, 2020, all school districts, ESDs, and charter schools must offer the benefit plans available under the SEBB Program. This includes SEBB organizations that currently participate with the PEBB Program.

Can my school district offer any benefits after January 1, 2020?

School districts, ESDs, and charter schools may offer benefits as long as they are outside the authority of the SEB Board and HCA's responsibility for the salary reduction plan. They must annually report their benefit offerings to the SEB Board and HCA for review and evaluation beginning in December 2019.

Plan costs

Will employees' health care costs increase under the SEBB Program?

The answer will be different for everyone. It depends on:

- What you currently pay for benefits, the type of plan you have, and whether you cover dependents.
- Your future decisions about plan selection and dependent coverage under the SEBB Program.

Learn more

Visit <u>www.hca.wa.gov/sebb</u> to:

- See the SEB Board's latest announcements.
- Find updates on benefit plans and offerings.
- Sign up for email alerts.



SEBB Program Benefits

About us

The School Employees Benefits Board (SEBB) Program

Starting in 2020, all employees of Washington State school districts and charter schools, and represented employees of Washington's educational service districts (ESDs), will receive benefits for their eligible employees through the SEBB Program. These will replace the health and insurance benefits districts currently provide. The first SEBB Program open enrollment is October 1–November 15, 2019. Benefits begin January 1, 2020.

Benefits

What the SEBB Program will offer

SEBB Program benefits will include:

- Fully and self-insured medical plans with prescription drug benefits
- Health savings accounts for high-deductible medical plans
- Dental plans
- Vision plans
- Life and accidental death and dismemberment (AD&D) insurance
- Long-term disability insurance
- Medical Flexible Spending Arrangement (FSA)
- Dependent Care Assistance Program (DCAP)

The School Employees Benefits Board (SEB Board) is evaluating proposed benefit designs (the services plans will cover and at what cost) and will make preliminary decisions by the end of 2018.

The SEB Board may make changes to the approved benefit designs until summer 2019.

Your plan costs

HCA will provide member cost-sharing information (your share of costs for services such as deductibles and

copays) and monthly premiums after contracts with the benefit carriers are in place and the SEB Board finishes its benefit design decisions. This will be done by fall 2019, before the SEBB Program's first open enrollment.

Medical plans

Self-insured medical plans

The SEBB Program will offer several self-insured plans similar to the Public Employees Benefits Board (PEBB) Program's Uniform Medical Plan (UMP) products for 2020.

- Two plans with the same covered services and exclusions, provider networks, and clinical policies as the UMP Classic plan, but with differences in deductibles and coinsurances and higher treatment limits for some services.
- A high-deductible plan with the same covered services and exclusions, provider networks, and clinical policies as the UMP Consumer-Directed Health Plan.

The SEBB Program may also offer:

A plan with the same covered services and exclusions, the same provider networks (Puget Sound High Value Network and/or University of Washington Accountable Care Network), and same clinical policies as UMP Plus.

Fully insured medical plans

The SEBB Program will offer a variety of fully insured plans. Negotiations are in progress with Kaiser Foundation Health Plan of the Northwest, Kaiser Foundation Health Plan of Washington, Kaiser Foundation Health Plan of Washington Options, Inc., Premera Blue Cross, and Providence Health Plan. These plans are anticipated to have deductibles at four levels: \$125, \$250, \$750 and \$1,250, with out-of-pocket maximums ranging from \$2,000 to \$5,100 for an individual subscriber and \$4,000 to \$10,200 for a

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subscriber, spouse or state-registered domestic partner and child (ren).

Dental plans

Self-insured dental plan

The SEBB Program will offer a self-insured dental plan administered by Delta Dental of Washington, with the same covered services, provider networks and clinical policies as the Uniform Dental Plan:

- An annual maximum of \$1,750.
- A deductible of \$50 for an individual or \$150 for subscriber, spouse or state-registered domestic partner and child(ren).
- General office visits covered at 100 percent after the deductible.
- Routine and emergency exams (x-rays, teeth cleaning, fluoride treatment, sealants and periodontal evaluations) covered at 100 percent.
- Fillings, root canals, and local anesthesia covered at 80 percent.
- Porcelain-metal or stainless steel crowns and dental implants covered at 50 percent.
- Orthodontia covered at 50 percent, until the plan has paid a maximum or \$1,750 for the member's lifetime (separate from the annual maximum).

Fully insured plans

The SEBB Program will offer fully insured dental plans through Delta Dental (DeltaCare) and Willamette Dental, with the same covered services and exclusions, provider networks, clinical policies and copays as the DeltaCare and Willamette Dental plans, respectively, under the PEBB Program. Both plans will offer:

- No annual maximum, a \$0 deductible and no copay for general office visits.
- Diagnostic and preventive care (including routine and emergency exams, x-rays, teeth cleaning, fluoride treatment and sealants) covered at 100 percent.
- Fillings covered with a copay between \$10 and \$50.
- Orthodontia covered over \$1,500 per case.

Vision plans

The SEBB Program will offer fully insured vision plans. Negotiations are in progress with Davis Vision, EyeMed and MetLife.

- Routine eye exams are covered at 100 percent under any of the three plans.
- In general, frames are covered up to \$150 every 24 months, and then 80 percent of the balance over \$150.

Life and AD&D insurance

Basic life insurance

The SEBB Program will offer employer-paid basic life insurance with a \$35,000 death by any cause benefit to eligible employees.

Basic AD&D insurance

The SEBB Program will offer an employer-paid accidental death and dismemberment benefit of \$5,000.

Supplemental life and AD&D insurance

The SEBB Program will also offer employee-paid supplemental life and AD&D insurance for subscribers, as well as spouses or state-registered domestic partners and dependents.

Long-term disability insurance

The SEBB Program will offer:

- An employer-paid plan with a maximum monthly benefit of \$400.*
- A supplemental employee-paid plan with a maximum monthly benefit of \$10,000.
 *The SEB Board expects to revisit this benefit in 2019.

Optional (non-SEBB) benefits

Districts may offer optional benefits as long as the benefits are outside the authority of the SEB Board. Examples of employer optional benefits include:

- Voluntary Employees Beneficiary Association (VEBA) plans
- Travel insurance
- Pet insurance

Districts must annually report their optional benefit offerings to the SEB Board and HCA for review and evaluation beginning in fall 2019. A district's optional benefit offerings may be paid by the employee, the employer, or both.



Appendix C Snoqualmie Valley School District Classified Employee Performance Evaluation

Name	Date	
Position	School	
Evaluator Name	🗌 Annual Eval	🗌 New Employee 60 Day
LEGEND: 1 = Unsatisfactory: Does not meet job requiremer	nts	

- 2 = Developing: Developing proficiency
- 3 = Applying: Applying Skills and knowledge

4 = Innovating: Exemplary – consistently exceeds job requirements

Directions for Evaluator: Mark one box in each area that summarizes your current evaluation. Marks of unsatisfactory and innovating require comments.

1	2	3	4
Comme	nts:		
	1 Commen	1 2 Comments:	

2. Communication				
	1	2	3	4
 (2a) Demonstrates consistent understanding and interpretation of information. (2b) Demonstrating clear and timely responses to or follow- up with staff, departments, and buildings. (2c) Demonstrates professional communication with the public. 	Commer	nts:		

3. Collaboration/Teamwork				
	1	2	3	4
 (3a) Demonstrating cooperation skills and makes contributions to the team. (3b) Demonstrating an ability to establish and maintain constructive working relationships. 	Comme	nts:		

4. Adaptability/Commitment to Quality				
	1	2	3	4
 (4a) Demonstrating ongoing adaptability to changes in staff, building, or District systems. (4b) Demonstrating positive response to supervision, direction, and feedback. (4c) Demonstrating ability to problem solve which results in effective solutions. 	Commer	nts:		

5. Dependability/Attendance and Safety				
	1	2	3	4
 (5a) Demonstrates thoroughness, accuracy, and neatness in work produced. (5b) Demonstrates the ability to manage time and prioritizes projects and tasks. (5c) Demonstrates effective systems to maintain accurate records and documents. 	Commer	nts:		

Overall Rating			
Unsatisfactory	Developing	Applying	Innovating

Signatures of both supervisor and employee are required. The signature below does not necessarily imply that the employee agrees with the preceding report, only that he or she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee		Date	
Evaluator		Date	
Employee statement attached:	Yes	<u> No</u>	

Appendix D Growth Model Performance Rubric: Classified

	Unsatisfactory	Developing	Applying	Innovating
1a:	Demonstrates	Demonstrates	Is well informed.	Demonstrates
Demonstrates	limited knowledge of	adequate knowledge	Demonstrates	exceptional
informed	work.	of work to complete	overall working	knowledge and
working		necessary tasks.	knowledge and	skills, keeps current,
knowledge.			technical skill to	seeks opportunity
			complete tasks.	for growth.
1b:	Demonstrates little	Demonstrates	Demonstrates	Demonstrates
Demonstrating	or no ability to	limited and/or	consistent ability to	thorough ability to
the ability to	perform multiple	inconsistent ability	multi-task with	multi-task, including
perform	tasks. Task is	to multitask. Tasks	accuracy.	identifying when to
multiple tasks as	completed with	are completed with		seek help or
required for the	frequent errors.	occasional errors.		delegate.
position.				
1c:	Demonstrates little	Demonstrates	Demonstrates	Demonstrates
Demonstrating	to no technical	limited and/ or	adequate and/or	advanced technical
expected	knowledge or skills	inconsistent	consistent technical	knowledge or skills
technical skills	required to perform	technical knowledge	knowledge or skills	that exceed that
to complete	the responsibilities	or skills required to	required to perform	which is required to
tasks efficiently	of the job.	perform the	the responsibilities	perform the
and effectively.		responsibilities of	of the job.	responsibilities of
		the job.		the job.

1. Job Knowledge & Technical Skills

2. Communication

	Unsatisfactory	Developing	Applying	Innovating
2a:	Receives,	Seldom understands	Consistently	Exceptional
Demonstrates	understands, or	and interprets	understands and	communication and
consistent	interprets	information	interprets	interpersonal skills.
understanding	information	correctly, something	information	
and	incorrectly; lacks	presents self in	correctly, presents	
interpretation of	willingness or ability	unorganized	self in clear and	
information.	to express self	manner.	organized manner.	
	appropriately.			
2b:	Does not respond in	Inconsistently	Consistently	Meets proficient
Demonstrating	a clear and/or timely	responds with clarity	responds in a clear	criterion and
clear and timely	manner.	and/or timeliness.	and timely manner.	demonstrates the
responses to or				ability to adapt
follow-up with				responses effectively
staff,				when faced with a
departments,				variety of requests in
and buildings.				a short period of
				time.

	Unsatisfactory	Developing	Applying	Innovating
2c:	Uses inappropriate	Demonstrates	Demonstrates	Meets proficient
Demonstrating	tone, volume,	limited or	consistent	criterion and also
professional	subject matter, or	inconsistent	professional	demonstrates
communication	nonverbal	professional	communication with	consistent
with the public.	communications	communications as evidenced by appropriate tone, volume, subject matter, or non- verbal communications.	all stakeholders as evidenced by appropriate tone, volume, subject matter, or non- verbal communications.	communication skills, which fosters a positive influence on the department/building.

3. Collaboration/Teamwork

	Unsatisfactory	Developing	Applying	Innovating
3a:	Frequently causes	Cooperates	Cooperates	Demonstrates
Demonstrates	unrest or friction	reluctantly.	consistently and gets	leadership skills in
cooperation	with others.		along with others	the success of team
skills and makes			and makes	efforts.
contributions to			contributions to the	
the team.			team.	
3b:	Does not establish	Demonstrates	Demonstrates	Meets proficient
Demonstrating	and maintain	limited and/ or	consistent ability to	criterion and
an ability to	constructive working	inconsistent ability	establish and	proactively
establish and	relationships with	to establish and	maintain	deescalates
maintain	stakeholders i.e.	maintain	constructive working	contentious
constructive	staff, volunteers,	constructive working	relationships with	interactions with
working	community	relationships with	stakeholders i.e.	stakeholders i.e.
relationship.	members.	stakeholders i.e.	staff, volunteers,	staff, volunteers,
		staff, volunteers,	community	community
		community	members and	members.
		members.	contributes to a	
			positive	
			building/department	
			culture.	

4. Adaptability/Commitment to Quality

	Unsatisfactory	Developing	Applying	Innovating
4a:	Demonstrates	Demonstrates	Meets basic criterion	Meets proficient
Demonstrating	limited and/ or	consistent	and can train or	criterion and can
ongoing	inconsistent	adaptability to	inform others in or	provide constructive
adaptability to	adaptability to	change in staff,	about the building or	input on systems.
changes in staff,	change in staff, or	building or District	District system	
building or	building or District	systems with	changes.	
District systems.	systems.	minimal disruption		
		to service.		

	Unsatisfactory	Developing	Applying	Innovating
4b:	Does not	Demonstrates	Demonstrates	meets proficient
Demonstrating	demonstrate	limited and/or	consistent positive	criterion and
positive	positive responses	inconsistent positive	response to	regularly seeks
response to	to supervision,	response to	supervision,	feedback.
supervision,	direction, and or	supervision,	direction and or	
direction, and	feedback.	direction, and or	feedback.	
feedback.		feedback.		
4c:	Does not problem	Demonstrates	Demonstrates	Meets proficient
Demonstrating	solve and/or	limited and/or	consistent problem	criterion and
ability to	solutions result in	inconsistent	solving skills that	anticipates
problem solve	ineffective	problem solving	result in effective	problems, provides
which results in	outcomes.	skills and/or use of	outcomes.	feedback or input, or
effective		skills result in		takes action which
solutions.		partially effective		results in positive
		outcomes.		outcomes.

5. Dependability, Attendance & Safety

	Unsatisfactory	Developing	Applying	Innovating
5a:	Demonstrates little	Demonstrates	Demonstrates	Meets proficient
Demonstrates	or no thoroughness,	limited and/or	adequate and/or	criterion and is pro-
thoroughness,	accuracy, or	inconsistent	consistent	active in anticipating
accuracy, and	neatness in work	thoroughness,	thoroughness,	potential errors or
neatness in	produced.	accuracy, or	accuracy, or	inefficiencies, and
work produced.		neatness in work produced and takes action upon reflection.	neatness in work produced and takes corrective action.	can speak to specific input for future action.
5b:	Demonstrates little	Demonstrates	Demonstrates	Meets proficient
Demonstrates	or no ability to	limited and/or	consistent ability to	criterion and
the ability to	manage time and	inconsistent ability	manage time and	independently
manage time	prioritize projects	to manage time and	prioritizes projects	anticipates
and prioritizes	and tasks.	prioritize projects	and tasks within	upcoming projects
projects and		and tasks.	established	that might impact
tasks.			timelines.	the current work
				flow and tasks and
				completes them
				with minimal
				disruption to timely
_				services.
5c:	Does not	Demonstrates	Consistently uses	Meets proficient
Demonstrates	demonstrate	limited and/or	effective systems to	criterion and
effective	effective systems to	inconsistent systems	maintain accurate	evaluates current
systems to	maintain accurate	to maintain accurate	records and	systems to
maintain	records and	records and	documents.	recommend
accurate records	documents.	documents.		improvements.
and documents. 5d:	Chronically late er	Fraguantly late or	Acceptable	Madala avaantianal
	Chronically late or	Frequently late or	Acceptable punctuality and	Models exceptional
Demonstrates	absent.	absent.	attendance.	punctuality and attendance.
punctuality and acceptable				attenuance.
attendance.				
5e: Implements	Creates unsafe	Occasionally is	Practices acceptable	Implements
appropriate	working conditions	careless of safety of	safety habits.	exceptional safety
safety practices	for self and others.	self and others.	,	practices, helps
and helps				ensure safety of self
ensure safety of				and others.
self and others.				