

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

September 1, 2024 – August 31, 2027

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PREAMBLE

Pursuant to RCW 41.56, the Snoqualmie Valley Administrative Professionals Association (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 Professionals 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 Section 3.1.
- 1.2.3 Excluded from the bargaining unit are the office-clerical positions of:
 - 1.2.3.1 Executive Assistant to the Superintendent,
 - 1.2.3.2 Administrative Assistant to the Assistant Superintendent
 - 1.2.3.3 Administrative Assistant to the Business Manager,
 - 1.2.3.4 Administrative Assistant 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 SVAPA 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, 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 2027, 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 Employee Rights

2.1.1 Non-Discrimination

Neither the District, nor the Association shall unlawfully discriminate against any employee on the basis of religion, age, race, gender expression, gender identity, creed, color, national origin, citizenship or immigration status, sex, honorably discharged veteran or military status, sexual orientation or 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.

2.1.2 Just Cause

2.1.2.1 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.

2.1.2.2 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.

2.1.3 Personnel Records

2.1.3.1 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 according to Washington State records retention policies. The employee may, at their own expense, duplicate any documents contained therein.

2.1.3.2 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.

2.1.4 Timeline for Concerns/Complaints

Complaints will be called to the attention of the employee within fifteen (15) workdays from the supervisor being aware of the complaint. If the timeline can't be met, the Association and District will meet to discuss an appropriate timeline. Any complaint not called to the attention of the employee within the timeline above or agreed to may not be used as the basis for any disciplinary action against the employee or for evaluation purposes.

2.1.5 Purchasing Supplies

Employees will not be asked to pay for supplies with their own money, unless there are extreme one-time circumstances necessitating the purchase and the employee agrees.

2.1.6 Technology & Equipment Needs

Employees may discuss and request workstation technology and equipment needs with their supervisor. Denied requests may be brought to the attention of the SVAPA President for inclusion in a labor management meeting for further review, per Section 2.3.12.

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, and within twenty-one (21) business days from the date of hire for new employees, 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, or to ensure compliance with RCW 41.56.035. 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 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 mailboxes 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.
- 2.3.10 The District and Association leadership will meet to discuss impact, implementation, and workload concerns prior to significant new duties or tasks being assigned to building based office professionals that were previously completed by employees at the District Office. Significant changes in processes or new technology will also be discussed by the District and Association Leadership.
- 2.3.11 In the event the District appoints a calendar committee, the Association is entitled to a representative on such committee.
- 2.3.12 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.

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 Board Policy

The District will communicate changes in Board policy to employees.

2.6 Grievance Procedures

2.6.1 The purpose of this section is to provide procedures for the orderly and expeditious adjustment of grievances.

2.6.2 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.

2.6.3 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.

2.6.4 The procedures outlined in Sections 2.6.5, 2.6.6, and 2.6.7 will be used unless an alternate procedure is agreed upon by the Association and the District.

2.6.5 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 by the Association and/or an Association representative.

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.

2.6.6 Step Two

The grievant and the Association representative or the Association representative will submit their written grievance to the Superintendent or 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.

2.6.7 Step Three: Binding Arbitration

2.6.7.1 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.

2.6.7.2 The issue must involve the interpretation or meaning of the express provisions of the Agreement.

2.6.7.3 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.

2.6.7.4 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.
- 2.6.7.5 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.
- 2.6.7.6 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 arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.
- 2.6.7.7 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.
- 2.6.7.8 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 childcare leave was expressly defined, is involved.

- d. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.

2.6.8 Miscellaneous conditions

- 2.6.8.1 When a grievance carries over into a vacation period, the time limits shall consist of all workdays except national holidays.
- 2.6.8.2 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.
- 2.6.8.3 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.
- 2.6.8.4 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the participant.
- 2.6.8.5 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.
- 2.6.8.6 Excluded from this grievance procedure shall be matters for which law provides another method of review.
- 2.6.8.7 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.

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 “short term substitute” is defined as a person who fills in for absences of regular employees, but does not have a regular position themselves. Such employees shall not be covered by this Agreement except that they shall be paid on timesheet on Step 1 of the salary range in which they are working.
- 3.1.3 A “long term substitute” is a person who fills in for one regular employee in a regular position with ninety (90) or more days anticipated or actual continuous employment.
 - 3.1.3.1 Long term substitutes are placed on assignment and will receive prorated leave allocations as defined in Article IV.
 - 3.1.3.2 Long term substitutes may be eligible for insurance benefits as described in Section 5.1.1.
 - 3.1.3.3 Long term substitutes are paid at Step 1 of the salary range of the position in which they are working.
 - 3.1.3.4 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.
- 3.1.4 A “temporary employee” is defined as a person hired for a limited time only, but not to exceed ninety (90) consecutive workdays. Such worker is hired with the understanding the employment will end upon completion of the particular task for which they are hired. Such employees shall not be covered by this Agreement except that they shall be paid on timesheet on Step 1 of the salary range in which they are working.
- 3.1.5 The District and Association agree to pilot this language for one year. The parties agree to meet by June 2025 to review its usage and make changes if necessary.

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 (1.5) the employee's regular hourly rate of pay. The eight (8) hour time and one-half (1.5) 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 workday to address personal matters provided that the time is made up on an earlier or later assigned workday 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 workday, the overtime provision for work in excess of eight (8) hours per day will not apply as provided in Section 3.2.2; or if an employee is eligible for compensation pursuant to professional time (Section 3.11.4) 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 School Closure
 - 3.2.4.1 In the event of an unusual school closure the District will attempt to notify each employee to refrain from coming to work. Employees are responsible for watching and paying attention to normal emergency notices, including posts on media outlets and designated agency websites, and communicating through email and/or phone calls. 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 after the start of their shift (and the day will count as a workday), the employee will be allowed to work the day at their election. Time will be arranged with the building administrator.

- 3.2.5 Inclement weather conditions may prevent the arrival or timely arrival of employees for safety and/or other related reasons. In such cases, employees may use personal emergency leave, comp time, personal leave, vacation, if applicable, or unpaid leave if all other leave is exhausted.
- 3.2.6 Normal workdays shall be Monday through Friday. During summer break, winter break, spring break, and unique building schedules, the District may assign employees to a four (4) day, then (10) hour day workweek. During such four (4) day by ten (10) hour work schedule, overtime will be based on a forty (40) hour workweek. For overtime calculating purposes, the workweek shall commence at 12:01am Sunday through 12:00am Saturday.
- 3.2.7 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.

3.2.8 Reduction in Hours

- 3.2.8.1 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.

- 3.2.8.2 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.

- 3.2.9 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 workday, utilizing professional growth funds. The mentor(s) shall be compensated by the district for authorized time in excess of the mentor's assigned workday. Compensation shall be at the mentor's regular, hourly rate of pay.
- 3.2.10 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).
- 3.2.11 Student Health
 - 3.2.11.1 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.
 - 3.2.11.2 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.
 - 3.2.11.3 In the event of unforeseen circumstances, where the school nurse or health room assistant is unavailable, employees will cover student health needs.
 - 3.2.11.4 Employee responsibilities for student health are limited by Section 3.2.11.
- 3.2.12 Call Back

An employee who is called back by their supervisor to conduct work remotely will receive at least one hour of pay at their regular hourly pay.

3.3 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 scheduled workday of the employee's annual work calendar. Should the District fail to issue an employee an evaluation within this timeframe, such employee will be rated overall at the proficient level for that evaluation period.

- 3.3.2 At any time during an employee's work year, if the supervisor is concerned that the employee is not performing at the proficient level, the supervisor will discuss any performance difficulties with the employee and state the performance expectations. Performance concerns cannot be used to mark an employee overall less than proficient if these performance concerns were not discussed with the employee, allowing the employee 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 (3.5) hours of continuous working time.

3.5 Workers' Compensation

- 3.5.1 All workers' compensation payments to employees shall be deducted from the employee's sick leave pay during such time as sick leave is claimed. Only time paid by the District shall be charged as sick leave against the employee's accumulated sick leave. Sick leave may be claimed and paid in accordance with, and to the limits of, the sick leave policy of the District.

Notwithstanding the provisions of the previous paragraph, employees are eligible for workers' compensation as provided in current Washington State Law.

- 3.5.2 If the employee suffers injuries related to an assault by a student that results in loss of time benefits as determined by worker's compensation, the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury, and supplement worker's compensation benefits (assuming the employee is not able to perform light duty) to the extent necessary to offset the difference between net benefits and net take home pay for up to thirty (30) calendar days. The employee's sick leave will not be charged for this supplementation.

3.6 Layoff

- 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 4.4.
- 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 re-employment 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 re-employment 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 Seniority

3.7.1 "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.

- 3.7.2 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.
- 3.7.3 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.

3.8 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.

3.9 Involuntary Reassignments and Transfers

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

3.10 Other Positions

- 3.10.1 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.

3.10.2 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.

3.10.3 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 3.10.1.

3.11 Training

3.11.1 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.

3.11.2 District required attendance at workshops and/or training programs held beyond the employee's workday 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.

3.11.3 Professional Growth Fund

3.11.3.1 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.

3.11.3.2 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.

3.11.4 Professional Time

3.11.4.1 Each year the District shall schedule a day of professional in-service training for Association represented 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.

3.11.4.2 In addition, up to seven and one-half (7.5) 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.

3.11.5 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.

3.11.6 District required online safety training is to be completed during an employee's normal workday. The District will set aside time in August for employees to complete the training or employees will work with their supervisor to set aside time and, if needed, a separate location, during their normal work hours to complete the training. For employees hired after August, their supervisor will set aside time and, if needed, a separate location, for them to complete required online safety training. A separate location could be offsite, with supervisor approval.

3.12 Employee Protection

3.12.1 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.

3.12.2 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.

3.12.3 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.

3.13 Calendar

The District will provide the Association with the employee work calendars for the following school year by the last workday 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.

3.14 Reclassification Procedures

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.

- 3.14.1 An employee requesting a reclassification must submit a completed Reclassification Request Form found in Appendix D. Once the reclassification form is received by Human Resources, the Executive Director of Human Resources will solicit feedback from the employee's supervisor.
- 3.14.2 The written request must be submitted to the Executive Director of Human Resources no later than December 1. The Executive Director of Human Resources will convene a reclassification committee composed of three (3) members appointed by the Association and three (3) members appointed by the District. 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 five (5) members of the reclassification committee.
- 3.14.3 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.
- 3.14.4 After the first reclassification submission, the parties agree to review the new contract provisions and forms.

ARTICLE IV—LEAVES, VACATIONS, AND HOLIDAYS

4.1 Personal Leaves

Regular employees may be granted three (3) days of leave with pay each work year for personal leave, to be accumulated up to five (5) days, 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 in writing at least twenty-four (24) hours in advance whenever feasible and submitted to the building principal or supervisor.

- 4.1.1 The personal leave allocation will be based on the employee's assigned hours (FTE) as of the first scheduled workday in October, and cash-out paid in the August payroll.
- 4.1.2 Unused personal leave of two hours or more may be cashed out at the substitute rate of pay for their assignment. Application for personal leave cash out must be submitted to the District business office no later than June 1. Any employee who would otherwise lose two or more hours due to exceeding the limit of five (5) days will automatically have those hours cashed out.
- 4.1.3 Personal Leave cashout will not be available to an employee who has taken leave without pay during the current school year, with the exception of unpaid leave due to FMLA, PFML or an L&I claim.
- 4.1.4 The District and Association agree to pilot restrictions of the use of Personal Leave in the 2024-25 school year. For the 2024-2025 school year, employees will not be able to take personal leave in the first five days of the student calendar or the last five days of the student calendar. The parties will review the restrictions and usage to make determinations about the 2025-26 school year.

4.2 Sick Leave

- 4.2.1 Sick leave shall be granted to all regular employees for the purposes outlined in RCW 49.46.210:
 - 4.2.1.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
 - 4.2.1.2 To allow the employee to provide care for a family member (parent, child, spouse, domestic partner, grandparent, grandchild, sibling) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

- 4.2.1.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 4.2.2 Employees shall accumulate sick leave to the maximum allowed by state law.
- 4.2.3 Sick leave shall be accounted for in hours. "Day" means the number of hours in the employee's authorized workday.
- 4.2.4 All 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:
 - 180 to 214 assigned workdays = 10 days sick leave
 - 215 to 236 assigned workdays = 11 days sick leave
 - 237 to 260 assigned workdays = 12 days sick leave
- 4.2.5 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.
- 4.2.6 Employees absent for more than five (5) workdays may be asked to provide a medical certification to verify the absence.
- 4.2.7 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, unless transferred to another District.
- 4.2.8 Sick leave cash-out shall be granted to employees as follows:
 - 4.2.8.1 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.
 - 4.2.8.2 Employees who intend to cash-out sick leave under this section shall complete the District required sick leave conversion form and submit the form by January 31.
 - 4.2.8.3 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.

4.2.8.4 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 workday.

4.2.8.5 Annual conversion of accumulated sick leave, or conversion of sick leave upon retirement or death, shall be subject to applicable laws.

4.2.9 Emergency Leave

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

4.3 Bereavement Leave

4.3.1 Bereavement leave provisions are available to provide employees with time off from work to plan and attend a funeral/memorial service and to deal with immediate family matters surrounding a death.

4.3.2 Employees may be granted a leave of absence with pay of not more than five (5) days per occurrence for the death of an immediate family member. Immediate family shall be defined as the following family relationships to both the employee and spouse or registered domestic partner: parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, stepparent, stepchild, or any relative or significant other residing in the employee's household.

4.3.3 Additional days may be granted by the Superintendent or designee under unusual conditions. Additional days shall be left at the discretion of the employee to be taken without pay or deducted from sick leave.

4.3.4 Bereavement leave days do not have to be used consecutively and are intended to be used within 6 months following the death, unless the Superintendent or designee has authorized an extended usage period.

4.3.5. Denial of extended usage periods can be appealed to the Superintendent.

4.3.6 Employees may use one (1) emergency leave day to attend the funeral services of a non-covered family member or close family friend, per the limits indicated in Section 4.2.9.

4.4 Leaves of Absence Without Pay

4.4.1 Upon approval of the Superintendent or designee, 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.

- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 While on approved leave without pay, an employee will retain, but accrue, sick leave, vacation, and seniority rights.
- 4.4.5 Insurance benefits eligibility while on an unpaid leave of absence is subject to eligibility requirements set forth by the Washington State Health Care Authority School Employees Benefits Board. If eligibility is lost due to an unpaid leave of absence, the employee will be notified in writing.
- 4.4.6 An employee on an unpaid leave of absence more than ninety (90) days in a work year will not receive a step increase on the salary schedule in the following school year.

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 Faith or Conscience Leave

- 4.7.1 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.
- 4.7.2 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.

4.8 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:

- 4.8.1 Leave as defined by the Family Medical Leave Act (FMLA) and Washington State Paid Family and Medical Leave (PFML).
- 4.8.2 Military leave as defined by the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 4.8.3 Domestic Violence leave as defined by the RCW 49.76.
- 4.8.4 Adoption/Foster Parent Leave
 - 4.8.4.1 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.
 - 4.8.4.2 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.
- 4.8.5 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.

4.9 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 Section 3.6 shall prevail.

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 Vacations

4.11.1 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.

4.11.2 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 paycheck.

4.11.3 Annual Employees

4.11.3.1 All annual employees will be eligible for paid vacation based on years of experience with the District at their regular rate of pay and regular approved hours per days of employment per the table below, to a maximum of twenty (20) days:

Beginning of year	# vacation days
0-4	12 days
5-16	15 days
17	16 days
18	17 days
19	18 days
20	19 days
21	20 days

4.11.3.2 Unused vacation leave shall carryover to the next year and shall not exceed twenty-five (25) days on August 31.

4.11.3.3 Employees with at least fifteen (15) years of service to the District may cashout up to ten (10) vacation days at termination of employment. Cashout is at the substitute rate for their position. The employee must submit a request for cashout in writing prior to their last workday to the Executive Director of Human Resources.

4.11.3.4 In rare and unique circumstances, the District and Association may agree to allow vacation cashout to a maximum of ten (10) days for an employee when the taking of vacation during a year was extraordinarily difficult due to rare and unique work responsibilities. Requests must be made in writing to the Executive Director of Human Resources and Association President between May 25 and June 5.

4.11.4 School-term Employees

All school term employees will be eligible for vacation pay based on their years of employment with the District at their regular rate of pay and regular approved hours per days of employment per the table below, to a maximum of twenty (20) days:

Beginning of year	# days of vacation pay
0-4	7 days
5-15	12 days
16	15 days
17	16 days
18	17 days
19	18 days
20	19 days
21	20 days

4.12 Holidays

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

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

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.

4.12.2 Regular employees covered by this Agreement shall be paid at their regular rate of pay provided that.

4.12.2.1 They were in a pay status the scheduled workday immediately preceding the holiday, and

4.12.2.2 They were in a pay status the scheduled workday immediately following the holiday, and

4.12.2.3 They are not on leave of absence.

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. Information regarding SEBB can be found on the [Washington State Health Care Authority](#) website.

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 tax-sheltered 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 Washington Paid Family and Medical Leave (PFML),

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 regularly processed payroll following execution of this Agreement, unless otherwise agreed to in writing.
- 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 2024-2025: Effective September 1, 2024, hourly wage shall be those rates displayed on the Salary Schedule (Appendix A).
- 5.3.2 2025-2026: Effective September 1, 2025, hourly wage rates displayed on the previous school year's Salary Schedule shall be increased by the inflationary adjustment index included in the state budget, currently the implicit price deflator (IPD) for Administrative Assistant 1. The hourly wage rates for Administrative Assistant 2 and Administrative Assistant 3 at Year 5 will equal the Year 5 wage of the Tahoma School District for 2025-26 based on these comparables:

Year 5 comps	Tahoma
Administrative Assistant 1	Sec'y 1
Administrative Assistant 2	Admin 2
Administrative Assistant 3	Admin 3

- 5.3.3 2026-2027: Effective September 1, 2026, hourly wage rates displayed on the previous year's Salary Schedule shall be increased by the inflationary adjustment index included in the state budget, currently the implicit price deflator (IPD), or 2%, whichever is greater.
- 5.3.4 Longevity Step
Each employee will receive a longevity step, as indicated on the salary schedule, at the beginning of their tenth (10th), fifteenth (15th) and twentieth (20th) year of service in the District.

- 5.3.4.1 7th Year—an additional fifteen cents (\$0.15) per hour
- 5.3.4.2 10th Year—an additional fifty cents (\$0.50) per hour
- 5.3.4.3 15th Year—an additional dollar (\$1.00) per hour
- 5.3.4.4 20th Year—an additional dollar (\$1.00) per hour

5.4 Retention Stipend

Employees completing their twenty-fifth (25th) year of service to the District may receive a one-time \$2000 retention stipend by requesting the stipend in writing (email is acceptable) to the Executive Director of Human Resources from May 1-August 1 of their twenty-fifth (25th) year.

5.5 Higher Education Pay

Each full-time employee (40 hours/week) shall be granted a stipend, as indicated below, after presenting evidence of having completed the respective higher education degree. 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.

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

5.6 Monthly Salary Installments

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

5.7 Correction of Pay Errors

- 5.7.1 In cases of compensation error, the District will notify the employee prior to making the appropriate corrections. Whether there is an overpayment or underpayment, the period of time to be considered for correction will be one (1) year from the date of discovery.
- 5.7.2 An underpayment shall be corrected on the next regularly processed payroll.
- 5.7.3 When an overpayment is made the District will contact the employee to create a plan to recuperate the overpayment, generally by the end of the fiscal year. If an employee believes the reimbursement schedule will cause an undue hardship, the employer will work with the employee and Association to determine a reasonable reimbursement schedule appropriate to the circumstances.

5.8 Voluntary Employees’ Beneficiary Association (VEBA)

The parties have adopted a VEBA sick leave conversion medical reimbursement plan, pursuant to RCW 28A.400.220. For every year the plan is in effect, the District agrees to make contribution to the plan on behalf of all eligible employees. The plan must be approved by the Association annually. Should Federal or State regulations regarding VEBA change, the parties will meet to discuss the impact of such changes.

ARTICLE VI—DURATION

The duration of this Agreement is from September 1, 2024 and will continue through August 31, 2027.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT

/s/K. Seiser
President, SVAPA

/s/D. Schlotfeldt
Superintendent, SVSD

9/13/2024
Date

9/13/2024
Date

SVAPA Bargaining Team: Karen Seiser, Lori Eubank, Betsy Evensen, Alina Gipson, Keri Wheeler, Katie Bishop

SVSD Bargaining Team: Beth Porter, Shawn Lawrence, Katie Redman

**Appendix A
Salary Schedule 2024-25**

Year (Step)	Calc.	Admin Asst 1	Admin Asst 2	Admin Asst 3
1	Step 2 - \$.25	\$26.95	\$30.89	\$33.12
2	Step 3 - \$.25	\$27.20	\$31.14	\$33.37
3	Step 4 - \$.25	\$27.45	\$31.39	\$33.62
4	Step 5 - \$.25	\$27.70	\$31.64	\$33.87
5		\$27.95	\$31.89	\$34.12
6	= Step 5			
7	Step 5 + .15	\$28.10	\$32.04	\$34.27
8	= Step 7			
9	= Step 7			
10	Step 7 + .50	\$28.60	\$32.54	\$34.77
11	= Step 10			
12	= Step 10			
13	= Step 10			
14	= Step 10			
15	Step 10 + \$1	\$29.60	\$33.54	\$35.77
16	=Step 15			
17	=Step 15			
18	=Step 15			
19	=Step 15			
20+	Step 15 + \$1	\$30.60	\$34.54	\$36.77

Administrative Assistant III

Data Analyst
Office Manager: Operations
Office Manager: School
Office Manager: Student Services
Office Manager: Transportation

Administrative Assistant II

Athletic
Attendance
Counseling
CTE
Financial
Food Service
General
Human Resources
Online Program
Registrar (Elem, MS, HS)
Student Services
Substitute Coordinator

Administrative Assistant I

Clerk/typist
Receptionist

Appendix B
Snoqualmie Valley School District
SVAPA Performance Evaluation

Name _____

Date _____

Position _____

School _____

Evaluator Name _____

Annual Eval

New Employee 60 Day

LEGEND:

1 = Unsatisfactory: Does not meet job requirements

2 = Basic: Developing proficiency

3 = Proficient: Applying Skills and knowledge

4 = Distinguished: Consistently exceeds job requirements

Directions for Evaluator: Mark one box in each area that summarizes the employee’s current evaluation. Marks of Unsatisfactory and Basic require comments.

1. Job Knowledge and Technical Skill				
	1	2	3	4
(1a) Demonstrates informed working knowledge. (1b) Demonstrating the ability to perform multiple tasks as required for the position. (1c) Demonstrating expected technical skills to complete task efficiently and effectively.				
	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.				
	Comments:			

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.		Comments:			

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.		Comments:			

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.		Comments:			

Overall Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished

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 _____ No

Appendix C
Growth Model Performance Rubric: SVAPA

1. Job Knowledge & Technical Skills

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

2. Communication

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

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

3. Collaboration/Teamwork

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

4. Adaptability/Commitment to Quality

	Unsatisfactory	Basic	Proficient	Distinguished
4a: Demonstrating ongoing adaptability to changes in staff, building or District systems.	Demonstrates limited and/ or inconsistent adaptability to change in staff, or building or District systems.	Demonstrates consistent adaptability to change in staff, building or District systems with minimal disruption to service.	Meets basic criterion and can train or inform others in or about the building or District system changes.	Meets proficient criterion and can provide constructive input on systems.
4b: Demonstrating positive response to supervision, direction, and feedback.	Does not demonstrate positive responses to supervision, direction, and or feedback.	Demonstrates limited and/or inconsistent positive response to supervision, direction, and or feedback.	Demonstrates consistent positive response to supervision, direction and or feedback.	meets proficient criterion and regularly seeks feedback.

	Unsatisfactory	Basic	Proficient	Distinguished
4c: Demonstrating ability to problem solve which results in effective solutions.	Does not problem solve and/or solutions result in ineffective outcomes.	Demonstrates limited and/or inconsistent problem solving skills and/or use of skills result in partially effective outcomes.	Demonstrates consistent problem solving skills that result in effective outcomes.	Meets proficient criterion and anticipates problems, provides feedback or input, or takes action which results in positive outcomes.

5. Dependability, Attendance & Safety

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

Appendix D
SVAPA Request for Position Reclassification Review

Employee Name _____ Date _____

Current Position _____ Supervisor _____

Location _____

You need a copy of your job description, available on the District website, to complete this form. Indicate the changes you are submitting for review by using track changes. The intent of the job description is to ensure an accurate and concise description of the duties the position is expected to perform. In addition, provide the following information which focuses on, and corresponds to, the criteria addressed in the district’s job evaluation system.

This is a review of your position classification in the District’s overall hierarchy of positions. It is not a review of you as an individual or your specific job performance. It does not reflect or count performance, hours worked, workload, effort, personality, or seniority.

- I. **Essential Responsibilities & Other Functions:** Information from this section of the questionnaire will be used to construct an important part of the job description. You will probably spend the majority of your time thinking about and responding to items in this section.

Responsibilities (Items 1-13): The next several pages are designed to give you the opportunity to list the functions or duties of your job. List the most essential function or duty first followed by the next most important and continue this pattern until you have listed all of your position’s major duties and functions. There is no “right order” to your duties; just provide your opinion of the order of importance of your position’s functions or duties. It is likely that the functions of your position can be listed without using all the space provided. If, however, you find the need for additional space, feel free to insert the necessary additional pages. Note that items 1-12 are for essential, or more important, functions while item 13 is for marginal or, additional (less important), functions. For percentage of time, estimate the portion of your time, over the course of a year that you spend on each essential function and on your non-essential functions (item #13) as a group.

Use clear, action statements to describe the functions or duties of your position. (See examples below.)

Not Clear	Clear
Manage construction projects.	Oversee work of contractors; inspect work sites for quality of materials and work; negotiate change orders.
Manage the school office.	Coordinate registration/enrollment; collect and input daily attendance data; communicate with parents regarding student absences.

Duty or Function (List in order of importance.)	% of Time (#1-13 = 100%)
1.	
2.	
3.	
4.	
5.	
6.	

7.	
8.	
9.	
10.	
11.	
12.	

13. In addition to the essential (most important) functions of your job, you probably perform several additional functions. Use the space below to record information about these job functions or duties.

Duty or Function
a.
b.
c.
d.
e.
f.
g.
h.
i.
j.
k.
l.
m.
n.
o.
p.
q.

Over the course of a year what percentage of your total time on the job do you estimate is spent on these additional duties? (Remember the percentage for items 1-13 must total 100%).

Percent of time for item 13 (all additional duties considered together) _____

Percent of time for items 1-12 (essential duties/functions) _____

Total must = 100% 100%

II. Application of Knowledge and Skills: Specifically describe the variety of activities and/or programs you work with and/or are responsible for. (We are looking for the breadth of responsibilities and distinct differences.)

III. Complexity: Using specific examples from your regular responsibilities, describe activities in your position which require analysis by you before proceeding and in which you rely on your judgment to proceed.

IV. Interaction: With whom do you interact and how frequently.

Person/Position/Group(s)	Purpose of Contact	Frequency of interaction

V. Accountability and Authority:

Describe what types of decisions you make independently and are held ultimately accountable for.

What type of questions or decisions do you routinely refer to others?

Type	Referred to

Give examples of choices or decisions you make when guidelines are not available.

VI. Risk to District: Check the space that best describes the consequences to Snoqualmie Valley School District if you made a substantial error in performing your job.

_____ It would be noticed right away, and I could fix it before too much harm would be done.

_____ It would be noticed or found within a brief period, and could be corrected before damage spread.

_____ It might not be discovered until damage to our program resulted, but we could correct the problem before it went further.

_____ It probably would not be discovered until damage to our program resulted, which might have a cumulative adverse effect. It might spread beyond the program to cause long-term impact to the District.

_____ It probably would not be discovered until significant damage to our program resulted, and it could adversely impact the District or cause substantial long-term problems.

VII. Programs: Name or describe any programs, systems, special equipment or materials you use to perform your job.

Other Comments:

Employee Signature

Date

Appendix E Classification Rubric

SVAPA Level	Complexity of Work	Decision Making	Functional Expertise	Level of Risk	Autonomy
A1	Work is generally routine and well defined in nature. Actions are typically immediate and short- term, focused on how and when. Established procedures and guidelines are available.	Responds to requests or issues for which clear decision guidelines are available and utilized. Will otherwise escalate to the appropriate decision-maker.	Basic knowledge of the function or program. Requires limited operational/ support experience and skills.	A substantial error or breach of judgment would be detected right away and could be corrected with minimal risk of cumulative effect.	Operates with some autonomy within established parameters. May initiate or take action when it is appropriate to deviate from normal practices. Seeks direction from others when priorities conflict. Receives close supervision on complex assignments.
A2	Work activities are similar in nature and operations are of similar scope. Applying foundational principles and concepts day-to-day. A mix of routine and varied work with some complexity. Actions are typically focused on how and when.	Resolves issues based on defined decision guidelines. May investigate problems independently and communicate findings to others for resolution. Escalates to the appropriate decision-maker for unusual situations.	Intermediate knowledge of the function or program. Entry level technical experience and skills. Knowledge of standardized multiple tasks carried out within clearly defined procedures- including use of tools and/or equipment.	A substantial error or breach of judgment would be found within a brief period and usually could be corrected without cumulative adverse effect. (review further).	Operates with autonomy in general areas of responsibility. Initiates or takes action when it is appropriate to deviate from normal practices. Usually has discretion to set daily priorities. Receives general direction on new and complex assignments.
A3	Work is a mix of routine and varied with some complexity, with some application of advanced principles and concepts day-to-day. Actions are typically longer term, focused on what and how and occasionally why. Creativity is occasionally required to determine what needs to be done.	Resolves issues based on loosely defined decision guidelines or possibly when no guidelines exist in many circumstances. Typically investigates problems independently and communicates findings to others for resolution. Identifies potential solutions and discusses with others who make the decision.	Considerable knowledge of the function or program. Some knowledge of related disciplines. Intermediate to advanced technical experience and skills. May offer guidance to others in focused areas of expertise.	A substantial error or breach of judgment might not be discovered until damage to the program resulted, and usually could be corrected before it spread beyond the program/building. Occasionally, substantial errors or breach of judgement may have district-wide implications.	Operates with autonomy in many situations. Initiates or takes action when it is appropriate to deviate from normal practices. Has discretion to set daily priorities. May seek direction from others on new and complex assignments.

**Memorandum of Agreement
Between
Snoqualmie Valley Administrative Professionals Association
And
Snoqualmie Valley School District
Regarding Items for Review 2024-25**

The Association and District will monitor and review the implementation of the items below by May 1, 2025, to determine if modifications are necessary.

1. New employee definitions—Section 3.1.
2. Updated reclassification language—Section 3.14
3. Personal Leave restrictions—Section 4.1.4

This Memorandum of Agreement remains in place until the last day of the 2024-2025 school year or until superseded by another MoA, whichever comes first.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT

President, SVAPA

Superintendent, SVSD

Date

Date