COLLECTIVE BARGAINING AGREEMENT

Between

FRANKLIN PIERCE SCHOOL DISTRICT NO. 402

And

FRANKLIN PIERCE EDUCATIONAL SUPPORT PERSONNEL

FPESP

TERM: September 1, 2026 through August 31, 2029

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ARTICLE 1 BARGAINING GROUP

The District recognizes the Association as the bargaining group for all regular clerical employees whether twelve (12) month or ten (10) month in regard to services, hours, wages, and working conditions, excluding the following employees:

Executive Assistant to the Superintendent and Board of Directors
Executive Manager for the Assistant Superintendent of K-12 Education
Certificated/Classified Managers for Human Resources
Substitute/Executive Assistant for HR
Public Engagement Manager

In addition, any substitute or temporary employee who works thirty (30) days during a calendar year shall be included in the bargaining unit for negotiations on wages only.

ARTICLE 2 EMPLOYER RIGHTS AND RESPONSIBILITIES

2.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Washington and of the United States, including, but without limiting, the generality of the foregoing rights.

The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

It is the intention of the District and the Association that all rights, powers, authority, and functions of management shall remain exclusively vested in the District except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.

The District shall make every effort to avoid subcontracting association work. In the event that the District believes subcontracting may become necessary, no less than three (3) business days notification shall be provided to the Association to allow time to bargain the change.

2.2 The District will post an electronic copy of the Agreement on the District website.

2.3 There shall be a job description for every regular position. These job descriptions shall be posted on the District's website. All personnel shall be given adequate written job descriptions with clearly defined duties and responsibilities at the commencement of their employment, and copies for all positions within the unit subject to this Agreement shall be maintained and available in the Human Resources Office of the District. Updates to job descriptions shall be conducted as a collaborative process between the District and Association.

2.4 The District shall endeavor to provide written notification of employment to less than twelve (12) month employees by June 1. Such notification will include anticipated assignment and anticipated

reporting and ending date of service for the following school year. Employees will be notified of changes necessitated by declining enrollment or financial concerns by the last day of school.

2.5 Consistent with RCW 41.56.065, as amended, the District shall provide the Association with a list of employees in the bargaining unit, including names, addresses, landline and cell numbers (excludes unlisted telephone numbers), school email, personal email, and work location assignments, employee description, hire date, and FTE. The District will provide this information to the Association within 21 business days of a new hire. These lists are for exclusive use by the Association.

2.6 Prior to the first Professional Development Day of each school year, an administrator from each building or department shall submit to Human Resources a clerical team meeting plan for the upcoming year. These plans shall be shared with clerical staff and the Association at the first labor management meeting of the year.

At a minimum, there shall be four meetings throughout the school year for building/department office professionals and the administrator to discuss topics related to building/department business. These meetings shall be led by administration.

2.7 It is agreed that the District will not list the name of any employee as the "incumbent" on the job postings.

2.8 The District shall provide liability insurance for employees engaged in District activities or on District assignments.

2.9 SECTION 125 PLAN. The District will implement and maintain an IRS Section 125 Plan.

ARTICLE 3 NON-DISCRIMINATION

The District and the Association agree that they shall not unlawfully discriminate against any employee or applicant for employment by reason of race, creed, ancestry, religion, color, marital or familiar status, gender, sexual orientation, gender expressions or identity, age, sensory, mental or physical disability, use of trained guide dog or service animal, national origin, veteran or military status, housing status, or because their membership or non-membership in employee organizations or in their exercise of other rights including union representation.

ARTICLE 4 EMPLOYMENT CONDITIONS

4.1 When the District determines that a position is open, notice of such opening shall be posted within twenty (20) working days. Job postings shall be published by the District on the District website and specify the location, the qualifications necessary, and the length of the employment year (260 days, 218 days, etc.). The District will make available to all employees the option of receiving electronic notification of job postings. Open positions shall be posted to the District's website for both internal and external applicants for a minimum of five (5) business days.

Temporary positions may be filled by the District for up to ninety (90) working days. Persons filling such positions will receive no Association seniority credits. Temporary positions that are known to

exceed ninety (90) days or positions that must be extended beyond ninety (90) days shall be reviewed with the Association.

4.1.1 At least one FPESP member from within the building will be invited to be a member of the hiring team for FPESP positions. Association leadership will be notified if no staff member in the building volunteers so that FPESP can determine whether to designate a member to participate on the hiring team.

4.2 A temporary employee is defined as a person employed by the District for a specific duration, not to exceed one year. A temporary employee who works continuously for more than ninety (90) days begins accruing seniority in the Association on the 91st day. If that temporary employee subsequently is hired by the District as a regular employee, seniority accrued as a temporary employee will be retained. For extended periods exceeding ninety (90) days, the employee may be given experience credit on the salary schedule.

4.2.1 A temporary employee may take advantage of the grievance procedure established by the Association after the 90th day. The probation period may be waived by the District when a temporary employee becomes represented by the Association on the hire date.

4.3 A new employee shall be placed in a probationary status for a period of not more than seventy-five (75) working days. If during such probationary period the employee is unsatisfactory, the District may, at its option, consider the employee for another position or terminate the employee. Termination of probationary employees shall not be subject to the grievance or arbitration procedure. An employee who is hired for a different position within the District shall be subject to a new probationary period, but shall retain seniority rights. If the District decides to terminate a probationary employee, the District will provide advance notice to the Association and shall meet informally with the Association upon request to address any concerns. Probationary employees shall meet with their evaluator within fifteen (15) work days after their start date to discuss work expectations and job responsibilities and will also be provided an orientation within the building that includes a tour of the building and introductions to colleagues.

4.4 No employee covered by this contractual Agreement shall be required to assume the responsibility of a certificated employee.

4.5 HEALTH ROOM. No employee shall be required to perform health room related duties with students except under the following conditions:

1. Health room duties listed on job description.
2. Employee is appropriately trained in accordance with District policies and procedures.
   Employees with health room duties listed on their job descriptions shall be provided first aid/CPR training at District expense. Employees will not be regularly scheduled to perform health room related duties for more than one (1) hour a day. Employees may be asked, but may decline, to become a Parent Designated Adult (PDA), but otherwise will not be asked to perform nursing duties that require nursing licensure and cannot be delegated. Employees who accept PDA responsibilities with administrator approval shall be trained on paid time or compensated for time spent training outside of regular work hours.

4.6 INVOLUNTARY TRANSFER. When transfers are sought due to staffing reductions or changes in staffing needs unrelated to performance or behavior of employees, the District will seek voluntary transfers before involuntarily transferring any employee.

ARTICLE 5 EMPLOYEE RIGHTS

5.1 Upon request, each employee shall have the right to review the contents of the employee's personnel file maintained in the Human Resources Office or the building administrator's working file. Such review shall occur under the same procedures and supervision applicable to other employees who review their personnel files.

5.2 No materials derogatory of the employee's conduct, service, character or personality, shall be placed in the employee's personnel file unless the employee has opportunity to read them. The employee shall acknowledge having read the material by affixing their signature to the actual copy to be filed. Such signature shall not signify that the employee agrees with the content of the material. If the employee refuses to sign the document, the administrator may note that fact on the document. An employee may request that such materials be removed from the employee's personnel file three (3) calendar years after the material is placed in the file. Employee evaluations shall be exempt from this provision. Employees shall have the right to respond, in writing, to any material contained in their personnel file.

5.3 Any complaint or accusation made against an employee which could result in disciplinary action will be called to the attention of the employee within ten (10) working days of said complaint. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

5.4 An employee, at their option, shall be entitled to have present a representative of the Association during any hearing called by the District, or an authorized agent of the District, wherein the employee has a reasonable expectation that they might be disciplined or penalized.

5.5 Investigations of employees resulting from complaints or accusations made against them shall take place in an expeditious manner. Materials gathered as a result of an investigation shall not be placed in the employee's personnel file until the investigation is concluded.

5.6 Employees shall not be disciplined without just cause. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Formal discipline shall be in private with the opportunity for representation to be present. The specific grounds forming the basis for any disciplinary action shall be provided to the employee in writing prior to any formal disciplinary action and the employee will be provided the opportunity to respond. Failure to employ a substitute shall not be considered a disciplinary action and shall not be grievable.

5.7 DISCHARGE OR ADVERSE AFFECT (IMMEDIATE). If the District administration considers the immediate discharge of an employee or the immediate adverse affect of their employment, the employee shall be notified and be given the opportunity to discuss the situation with the administrator in charge of personnel before action is taken. The employee may be accompanied and represented by a representative of the Association at this meeting. If, after generally reviewing the

case, action is taken to recommend immediate discharge of the individual or immediate adverse affect upon their employment, they shall be notified in writing, consistent with the Agreement and any applicable statutes.

5.8 Upon termination, the employee is entitled to cash out any accumulated vacation up to thirty (30) days. An employee may not cash out more than 30 total days of cumulative personal leave or vacation during their last two years of employment prior to retirement if doing so would result in excess compensation liability under Department of Retirement System (DRS) rules.

5.9 When possible, an employee shall give at least two (2) weeks written notice when terminating from District employment. The employer is obligated to give a minimum of two (2) weeks' notice to the employee prior to a layoff or two (2) weeks' salary in lieu thereof.

5.10 An employee's assigned evaluating administrator shall meet with the employee prior to November 1 to review the employee's job description and expectations. The purpose of this meeting shall not be employee goal setting for the year. At the employee's option, non-supervisory employees who may give input into the employee's evaluation may be invited to this meeting. Any potential updates to the employee's job description will be submitted to Human Resources and the Association for review. The date of the meeting will be documented by the building administrator and submitted to Human Resources for record keeping purposes.

5.11 Employees shall receive a written evaluation each year, completed by the assigned evaluating administrator no later than June 30th. Employees shall receive a copy of such evaluation. If hours have been reduced for the next work year, information will be provided to the employee at this meeting, consistent with Section 17.11. Employees shall sign the evaluation to indicate they have seen the evaluation. Signature of the employee does not necessarily indicate agreement with the evaluation. Employee evaluation shall not be subject to the grievance or arbitration procedure, but any written rebuttal or disagreement with the evaluation shall, upon request of the employee, be maintained in their permanent personnel file.

5.12 The collaboratively developed evaluation instrument to be used with employees is attached to this CBA as Appendix B. If during the term of this agreement the District or Association wishes to make changes to this document, this Agreement may be reopened to make such changes by request of either party.

5.13 Before terminating any employee for performance deficiencies, the District will first provide the employee with notice of such deficiencies and a reasonable opportunity to improve. A reasonable plan of improvement shall be provided at least 60 working days prior to any notice of termination. This plan of improvement will be based upon the specific circumstances and performance deficiencies demonstrated by the employee but shall include at least the following elements:

1. Notice of the specific performance deficiencies.
2. Notice of the length of the plan of improvement.
3. Notice of the specific goals for employee improvement.
4. Notice of assistance to be offered to the employee, as appropriate, to allow the employee to meet the specified performance goals.

Lack of necessary improvement during the established improvement period, as specifically documented in writing with notification to the employee, constitutes grounds for termination of employment. This provision shall not apply in situations where employees are terminated or otherwise disciplined for misconduct.

5.14 The District agrees to consider any application for job sharing.

5.15 Skills testing shall not be required for or asked of current employees who apply for a job with the same program requirements or skill sets. It is understood that the District recommends employees update skills testing in order to be most competitive for open positions. Upon request employees shall receive their previous skills test scores and may retake the skills test at a mutually agreed upon time.

5.16 Requests for help or work assistance from a contractor or outside agency may be referred to the building administrator for approval.

5.17 The Association shall have the opportunity to provide a recommendation on the District's proposed calendars, including the ELC calendars, every year.

5.18 Acts of damage that are clearly recognizable as vandalism while the employee's vehicle is in the school setting and while the employee is acting within the scope of their assigned employee obligation to the District shall be covered by the individual's insurance with the District reimbursing the amount of deductible to a maximum of Five Hundred Dollars ($500).

5.19 Cross-District job-alike collaboration may occur as needed upon the approval of the employee's administrator. Employees shall be supported in planning up to two (2) opportunities per year (at times that will not be detrimental to District/building operations) for FPESP PLC collaboration. An agenda will be submitted to Human Resources in advance.

5.20 WORKLOAD. The District will make a good faith effort to ensure a manageable workload for clerical staff members. Any employee who believes they are experiencing an unmanageable or extra heavy workload should address their issue with their principal/immediate supervisor and seek to develop a plan of action satisfactory to the employee and principal/immediate supervisor within five working days. If a plan of action is agreed upon, the parties will initiate the agreed plan of action within five working days of said conferences.

Options may include but are not limited to the following:

- Reduce or reallocate the amount of responsibilities for the position
- Additional paid time
- Address the issue at labor/management meeting

5.21 STAFF MEETINGS. One or more office staff may attend staff meetings when the meeting content is relevant to their job duties. Such attendance shall be pre-arranged with the supervisor to ensure adequate office coverage.

5.22 DISTRICT EQUITY TEAM. The District recognizes that equity-focused work is most effective and impactful when it is conducted in an inclusive and collaborative way. To that end, the Association shall have the opportunity to have at least one representative on the District Equity Team.

5.23 UNFILLED POSITIONS. If positions are vacant or not filled with a substitute, employees fulfilling such duties shall have the right to request a meeting with their administrator to discuss prioritization of tasks in order to ensure the employee's workload remains reasonable.

5.24 **BUILDING LEADERSHIP TEAMS.** At least one clerical employee from each building will be invited to attend Building Leadership Team meetings. If these meetings take place outside of the employee's work day, the employee shall be able to accrue comp time.

5.25 **WORK LOCATION ON NONSTUDENT DAYS.** During days on which students and certificated building staff are not scheduled to be present on campus, clerical employees shall be allowed to select a work location within the District of their choosing with two (2) days' notice to their immediate supervisor. Supervisors may direct in-building attendance of clerical staff for specific duties (consistent with Section 7.9).

ARTICLE 6 SAFE AND HEALTHY WORK ENVIRONMENT

6.1 ADEQUATE WORKSPACE. The District shall provide each employee an adequate workspace, desk, supplies, storage and necessary equipment needed to perform their job duties.

6.2 Employees shall not be expected to work in an area where such work has been prohibited by an appropriate county or state agency. Facilities will be maintained in a way that meets local, state and federal environmental health and safety requirements. Building inspections shall occur on a regularly scheduled basis to ensure the health and safety of employees and students.

6.3 Employees shall promptly report any safety hazards, or unsafe conditions they are aware of, to their immediate administrator. Within five (5) business days, the administrator will follow-up with the reporting employee(s) to provide information about how the reported issue will be addressed in a timely and effective manner. The District shall promptly advise employees of any unsafe working condition(s), as determined by a state or county agency, in the areas in which they work.

6.4 An employee whose health has been adversely affected by any environmental condition at their worksite may apply for a transfer to another building or another room within the existing worksite. The District shall consider such request under the reasonable accommodations provisions of state and federal law.

6.5 DISTRICT SAFETY TEAM. The Association shall have at least one representative on the District Safety Team, as well as representation on safety teams formed at specific schools/worksites.

6.6 WEATHER/EMERGENCY-RELATED SAFETY PRECAUTIONS. The District shall take reasonable precautions to ensure that worksites are safely prepared for employees, including, but not limited to de-icing designated pedestrian transit surfaces (including parking lots) as needed.

6.7 BANK DEPOSITS. Employees who are responsible for making deposits of cash in financial institutions, and who have safety and/or workload concerns, may work with their administrator or with the Business Services office to arrange an alternate means of accomplishing the deposits that does not include the clerical employee.

6.8 REQUIRED QUARANTINE/SELF-ISOLATE. In the event that federal, state, and/or local health authorities introduce policy requiring staff to quarantine/self-isolate for ant period of time, the District will meet with the Association upon request to discuss any agreements that may be appropriate.

ARTICLE 7 CIVIL, ORDERLY, AND SECURE WORKPLACE

7.1 HARASSMENT. The District shall take appropriate measures to avoid workplace intimidation and harassment from outside sources, students and other District personnel.

7.2 ASSAULT ON AN EMPLOYEE. In the event a student assaults an employee, the student shall be disciplined according to District policy and due process.

7.3 STUDENT ELECTRONIC NUISANCE BEHAVIOR. Schools may enact reasonable rules to bar the use of cell phones and other electronic devices capable of audio or video recording of employees. Employees who are asked to receive confiscated cell phones or other electronic devices shall be provided access to a secure area to store them until returned to the student or parent.

7.4 VERBAL ABUSE AND VULGAR OR LEWD CONDUCT. Students who direct verbal abuse at an employee or who engage in vulgar or lewd conduct, or who are being disruptive in the presence of an employee shall be disciplined according to District policy and due process. The employee may request that the student be barred from the employee's work area unless the student is under the direct supervision of school security or an administrator. Communications from threatening individuals may be referred to the building administrator.

7.5 INTERNET DEFAMATION. Students found to have used District resources to knowingly make false, obscene or defamatory depictions of or claims against an employee or to include an employee' image without their permission shall be disciplined according to District policy, due process, and applicable laws. The employee may request that the student be barred from the employee's work area unless the student is under the direct supervision of school security or an administrator. Students who engage in inappropriate behavior from off campus may be subject to District disciplinary policy as permissible under applicable law.

7.6 FALSE ACCUSATIONS. Students who intentionally falsely accuse an employee of misconduct shall be disciplined according to District policy, due process, and other applicable laws.

7.7 Appropriate and prompt action will be taken to address the behaviors of any students, parents/guardians, outside individuals or others who intimidate, harass, verbally abuse, or exhibit vulgar and/or lewd conduct to clerical employees. Communications with individuals exhibiting behavior listed above shall be conducted with at least one administrator or designee present.

7.8 It is recognized that it is not the regular or core duty of clerical staff to manage student behaviors. Clerical staff shall not be responsible for supervising any one student for more than one (1) hour at a time. Clerical staff who are concerned about the number of students in their work area may raise the issue with their building principal. The employee and the principal will work together to resolve the issue. Clerical staff shall not be responsible for the supervision of students after their contracted

workday. Prior to the beginning of each school year, each building shall develop and publish a plan for coverage in situations in which after school supervision is required.

7.9 Each building shall have a designated chain of command when the principal is out of the building. This plan will be communicated to all staff by September 30 of each year. The administrator or designee will notify all building employees who the administrator designee is when the principal is out of the building. Buildings will adopt and provide to employees a rapid response plan for emergencies that may occur in the building or on school grounds. Clerical staff shall not be asked to be the administrator designee.

7.10 Students referred to the office shall be addressed by the principal/designee within a reasonable amount of time.

7.11 Those office personnel who regularly interact with students on behavior plans or individualized health plans shall have access to a copy of those students' plans, subject to legal restrictions on disclosure and re-disclosure of such information (FERPA and/or HIPAA). The location of these student behavior plans shall be communicated to the appropriate personnel. The District shall provide appropriate support as needed for employees supervising students who have medical or other special needs.

7.12 At the start of every school year, each building principal and all staff shall meet to review building discipline standards and enforcement of those standards. Such standards shall be consistent with the provisions of this agreement and appropriate statutes. The building principal shall provide a copy of the discipline standards developed at the building level to each employee in the building by September 30 of each school year.

ARTICLE 8 DUES DEDUCTION AND ASSOCIATION RIGHTS

8.1 DUES DEDUCTION. The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the Franklin Pierce Educational Support Personnel Association, WEA and NEA**,** upon submission of the dues deduction and authorization form signed by the members. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.

Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle. Pursuant to RCW 41.59.060, the District will rely on information provided by the Association regarding the authorization and revocation of deductions, including information related to the duration of the authorization. The District will refer any requests to cancel dues deductions to the Association and/or WEA.

The District shall be absolved by the Association of responsibility for accuracy and accounting of Association dues and/or assessments. Additionally, individual employees shall provide a signature card authorizing payroll deductions and shall not hold the District responsible for errors caused by inaccurate and/or inadequate information provided by the employees. The District will be held

harmless by the Association for any claims that may arise from the District's compliance with this Article.

8.2 The president of the Association and/or their designated representative may receive released time to attend recognized Association, state and/or zone meetings in accordance with adopted school District policies and regulations.

At least ten (10) days of leave with pay shall be granted per year for negotiations, labor/management meetings, or for employees to confer with the District or its representatives during working hours without loss of time or pay. Pursuant to RCW 41.59.140(b), paid release time may not be granted for any other Association activities. If a substitute is used, the Association shall reimburse the District for the cost of the substitute.

8.3 If the District and the Association mutually schedule bargaining sessions during work hours at which Association representatives need to be present, no salary deduction shall be made for the employees so engaged.

8.4 Duly authorized representatives of the Association shall be authorized to transact official union business on school property when District employees are not performing assigned duties provided that this shall not interfere with or interrupt normal work or school procedures and shall upon request be required to present proper identification. No group meetings shall be allowed during working hours without administrative permission.

8.6 The Association and its representatives shall have the right to use the District buildings and equipment after obtaining permission from the administration. The Association shall be responsible for claims arising from damage caused by negligence resulting from the use of the facilities and equipment.

8.7 The Association shall have the right to use the intra-District mail service and mailboxes for communication purposes so long as such use does not disrupt the District mail service or promote and initiate any stop work actions against the District.

8.8 The Association representative shall be notified by the District of formal disciplinary actions taken with employees covered by this Agreement. The Association shall have the right to have a representative at all hearings pertaining to formal discipline.

8.9 The Association President or their designee shall meet with the Superintendent or their designee at least monthly to review implementation of this Agreement and/or to discuss such other matters as might be of mutual concern. These meetings shall not be constituted to violate the grievance procedure.

At these meetings proposed changes in District policies, regulations, procedures, etc., may be raised by either the District or the Association so as to obtain or express the considered professional judgment of the Association with respect to the proposed changes. Such policies, regulations, procedures, etc., shall not be grievable unless they constitute a specific violation, misapplication or misinterpretation of a specific provision(s) of this Agreement.

By mutual agreement between the Superintendent and the Association President:

A. The dates, times, and places for the meetings shall be established.

B. Any additional meeting shall be arranged.
C. Regularly scheduled meetings may be canceled or postponed.

8.10 An employee who works in a position included in this bargaining unit who also holds a position in another District bargaining unit or group ("split employees") shall be subject to the terms of this agreement while serving in the position included in this bargaining unit, provided however, that such benefits, including but not limited to insurance benefits, leave benefits, vacation benefits, personal days (if applicable), for split employees shall be determined by the collective bargaining agreement or District policy covering the position that carries the most regularly scheduled daily hours. Where a split employee has an equal number of regularly scheduled daily hours between the District bargaining units or groups, the employee shall choose at the outset of such split employment, which unit or group's benefits as described above shall apply.

If an employee working a split position is directed, during the employee's lower-paid work shift, to perform job duties clearly falling within the higher-paid position, the employee may submit a timesheet and be compensated for the actual additional time worked in the higher-paid position; provided, that the employee shall deduct such time from the employee's timesheet in the lower-paid position.

ARTICLE 9 CLASSIFICATION AND SALARY

9.1 Salaries for employees subject to this Agreement shall be set forth in Schedule A, attached hereto, and by this reference incorporated herein.

9.2 Salaries to be contained in the appropriate Schedule A shall be for the term of the Agreement, subject to the terms and conditions of Article 23 and the salary adjustment provisions set forth in this Article.

9.2.1 Incremental step movements, where applicable, shall take effect September 1 of each year during the term of the Agreement, provided the employee worked in the bargaining unit at least two-thirds (2/3) of the preceding school year.

9.3 SALARY SCHEDULE. For 2026-27, the wage schedule will be modified by adding steps 7, 8, and 9 with a $0.15 differential. The base column(s) will then be increased by the state-funded inflationary adjustment (IPD) of 2.6% plus 0.5% for a total increase of 3.1%. For 2027-28, wages will be increased by the state funded IPD plus 1.5%. For 2028-29, wages will be increased by the state funded IPD plus 2.5%.

If any increase in the base state-funded classified salary is offset by other decreases in state or local funding, the District may reopen on the issue of wages to determine how much of an increase in wages, if any, may be applied. If the state cuts funding for classified salaries during the term of this Agreement, the wages in Schedule A shall remain in effect for the duration of this Agreement unless the Association agrees to a decrease.

9.4 Pursuant to RCW 28A.400.300(2), when any employee leaves one school district within the state and commences employment with the District, the employee shall retain the same leave benefits and other benefits that the employee had in their previous position, including years accrued for salary and longevity placement.

In calculating an employee's longevity for purposes of vacation and the hourly longevity increase, the District will use the date the employee was hired by the District in a regular position (includes positions in other bargaining units and temporary positions, does not include substitute positions). If a person's employment has been interrupted by a work-related injury or a lay-off, that person's longevity will continue to accrue as if there was no interruption of service. Longevity rights of an employee shall be lost for the following reasons:

A. Resignation,
B. Discharge or
C. Retirement.

9.5 LONGEVITY. Employees will be paid the following longevity increases to be added to the wage set forth on Step 9 of Schedule 52:

10 Years - $.50/hr. above step 9
15 Years - $1.00/hr. above step 9
20 Years - $1.50/hr. above step 9
25 Years - $2.00/hr. above step 9
30 Years - $2.50/hr. above step 9

9.6 Substitutes shall be paid at 90% of the lowest salary schedule rate. Retired FPESP members who substitute for the District shall be paid 100% of Column 1, Step 1.

9.7 All employees are required to participate in a direct deposit program for pay warrants.

9.8 A new employee to the bargaining unit shall be given salary schedule placement credit and other benefits based on longevity for prior Washington public school district experience within the same classification, as required by state law (RCW 28A.400.300). At the option of the Superintendent or their designee, new employees to the bargaining unit may also be granted such placement for up to four (4) years based upon other related experience based on work other than for a public school district. Any such credit granted will be given within fifteen (15) days after the date of hire.

9.9 An employee moving to a lower or higher paying position at the employee's own request, shall accept salary placement of the position without losing steps earned in the previous placement.

9.10 If, at any time, a job changes significantly from the job description, the Association reserves the right to appeal for a change in job description or classification. Such appeals may be made through administrative channels up to the level of Superintendent but shall not be subject to the grievance or arbitration procedure. The administration shall hold a re-class meeting with the affected employee(s) within 30 working days of the filing of the appeal. If the appeal for a change in job description or classification is approved, any increase in pay shall be retroactive to the application date of the appeal. The District recognizes its obligation under RCW 41.56 to bargain salaries for new or substantially changed positions.

9.11 Any new clerical, secretarial or specialist position will have the job description and salary placement mutually agreed upon by the Association and the District.

9.12 Education Credit Salary Schedule. Beginning in 2019-20, an employee who has earned college credit or clock hours will receive an increase in their hourly rate as described below:

- 22.5 quarter hours or 225 clock hours: $0.25 (10 clock hours=1 college credit.)
- 45 quarter hours or 450 clock hours: $0.50 (10 clock hours=1 college credit.)

The above credits will be combined with education credits listed below, up to a total of $2.00 for a MA degree or equivalent credits.

- AA degree: $1.00
- BA degree: $1.50
- MA degree or higher: $2.00

The following must be submitted to Human Resources to request credit:

1. An official transcript, or
2. Clock Hour Documentation Form.

Eligible credits for advancement may be earned during the year, September through August. To receive payment for credits, it shall be the employee's responsibility to provide the Clock Hour Documentation Form or transcripts to the Human Resources administrator by October 1 if the credits are to count toward an increase in pay for that next school year. An employee may only advance on the salary schedule if they have sufficient credits turned in by October 1. Clock hours offered to the employee through the District automatically qualify upon submission of the transcript to the District. Employees may submit a written request for prior approval to Human Resources.

If an employee's clock hours or credits are declined, they may appeal to the Human Resources Director.

9.13 Compensatory time shall be allowed according to District Procedure 5231P. The District will send an annual memo on comp time and continue to have members turn in the comp time forms on a regular basis. At the employee's request unused compensatory time shall be cashed out and paid to the employee in their next regular paycheck. By June 30th, all unused compensatory time shall be cashed out and paid to the employee in their next regular paycheck.

9.14 Employees who use compensatory time may be provided a substitute by the District upon request by the building administrator.

9.15 All overtime and compensatory time must have the prior approval of the building principal or budget administrator except for time worked due to an emergency situation in which prior approval was not feasible.

9.16 Employees called back to the District for additional work on regular working days shall receive a minimum of two (2) hours per call back at their base rate of pay. Overtime shall be paid if applicable.

9.17 If a current employee substitutes in a position normally paid at a higher rate, the employee shall receive the higher rate of pay.

9.18 If a current employee is transferred the employee will be compensated for any time spent in relocation during the regular work day, or for any approved additional time spent on relocation

outside the regular workday. Other District personnel may also be assigned to assist an employee in relocation.

9.19 DUAL LANGUAGE SKILLS/INTERPRETING. Employees who are fluent in languages identified by the District as an area of need, and who agree to interpret for students and/or families, are eligible to receive an additional $0.50 per hour. Employees who receive this extra compensation agree to perform language interpretation or translation services in their building during their workday and to communicate directly with parents and students in their primary language.

Staff that believe they qualify for this compensation should ask their administrator to notify Human Resources to have this additional amount added to their regular hourly wage. The hourly wage will go into effect as soon as the staff member completes interpreter training, which will be provided by the District. For staff previously receiving this additional compensation, the hourly increase will continue provided that they attend District-provided or sponsored interpreter training at the earliest opportunity; the District will provide release time, if necessary, to complete the training.

ARTICLE 10 SENIORITY

10.1 In filling job openings, the employer will take into consideration skill, past work record, seniority, and merit.

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

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

10.3 Seniority rights shall not be lost for the following reasons, without limitation:

A. Time lost by reason of industrial accident, industrial illness, personal illness, or jury duty;
B. Time on leave of absence granted for the purpose of serving in the armed forces of the United States;
C. Time spent on other authorized leaves of absence not to exceed one year;
D. Change in job classification of categories within the bargaining unit.

10.4 All internal candidates shall be granted an interview, provided they meet the minimum qualifications for the position. An applicant's seniority within FPESP will be considered as a factor when filling job vacancies but will not grant them preferential rights. Hiring decisions will be based on the best overall qualifications, skills and ability.

A member of the bargaining unit who applies for a bargaining unit position and does not receive the position may request a meeting with the Human Resources administrator to discuss the reason(s) for the hiring decision if the bargaining unit member had greater seniority than the successful applicant.

10.5 When a regularly assigned employee of less than full time is promoted or transferred to a full-time position, the employee retains previous seniority rights.

10.6 Seniority will be based on an employee's hire date in the bargaining unit.

ARTICLE 11 GROUP INSURANCE

11.1 SCHOOL EMPLOYEES BENEFIT BOARD (SEBB) PROGRAM. Employee health benefits are provided through the School Employees Benefits Board (SEBB) beginning January 1, 2020. All information contained in this Section related to current SEBB offerings, eligibility, and enrollment is subject to change by the state. This Section will be amended to conform to any such changes.

As required by WAC 182-31-030, the District will carry out all actions, policies, and guidance issued by the SEBB program which are necessary for the operation of benefit plans, education of school employees, claims administration, and appeals process including those described in chapters 182-31-030, 182-31, and 182-32 WAC.

As required by SEBB rules, the District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August and shall also be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

The District will provide benefits to employees through SEBB, to include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

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

11.2 ELIGIBILITY. Eligibility will be determined according to SEBB rules. Under those rules, all Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective. Any changes to this eligibility threshold at the state level will be implemented by the District on the effective date unless otherwise agreed.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. An employee who is not anticipated to work six hundred thirty hours within the school year because of the time of year they are hired but is anticipated to work at least six hundred thirty hours the next school year, establishes eligibility for the employer contribution toward SEBB benefits as of their first working day if they are a nine to ten month school employee anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school.

Any employee who has worked 630 hours in each of the previous two school years and is returning to the same type of position(s) will be deemed eligible for benefits as provided in SEBB rules. See WAC 182-31-040(3)(b).

The HCA provides medical coverage to eligible state registered domestic partners (and their eligible children).

11.3 BENEFIT ENROLLMENT AND CONTINUITY OF COVERAGE. In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. See WAC 182-31-040.

11.4 LEAVES. Paid leave hours shall count towards eligibility for benefits under this section to the extent provided by SEBB rules.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA). See WAC 182-31-100.

11.5 BENEFIT TERMINATION. The District's contribution toward school employees benefits board (SEBB) benefits ends the last day of the month in which the school year ends. The employer contribution toward SEBB benefits will end earlier than the end of the school year if one of the following occurs:

(a) The District terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective;

(b) The employee terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective; provided, that when employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31 for purposes of SEBB eligibility; or

(c) The school employee's work pattern is revised such that the employee is no longer anticipated to work six hundred thirty hours during the school year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

If the District deducted the school employee's portion of the premium for SEBB benefits from their pay after the school employee was no longer eligible for the employer contribution, SEBB benefits end the last day of the month for which school employee premiums were deducted.

If the employee is transitioning to retiree health care or health care by another employer, the effective date may be earlier as designated by SEBB guidance.

11.6 VEBA. The Association annually may conduct a vote of affected employees to determine whether or not sick leave cash out of those employees may be put into a VEBA account for post-retirement health care. If the affected employees so vote by simple majority, all of them must participate in the VEBA program.

11.7 LEGISLATIVE CHANGES AND REOPENERS. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes.

ARTICLE 12 WORK DAY

12.1 The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

12.2 Each employee shall be assigned to a definite and regular schedule and work week which shall be changed as necessary to meet the required schedule. The employee's daily work schedule will be changed at the direction of the principal and/or supervisor to coincide with school needs, provided that the supervisor gives at least two weeks' notice or the employee agrees to the change.

12.3 The Association member's work schedule shall be as assigned and designated in accordance with the needs of the District. Shifts over four (4) consecutive hours shall receive a thirty (30) minute uncompensated lunch period as near the middle of the shift as practicable.

12.4 Shifts of at least three (3) consecutive hours shall receive one rest period as near the middle of the shift as practicable. Shifts of more than six (6) hours shall receive two (2) rest periods, both of which rest periods shall occur as near the middle of each half shift as practicable. Rest periods shall be fifteen (15) minutes in duration.

12.5 In the event hours of scheduled work are in excess of forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's base pay, double time for work on Sundays or Holidays (see Section 12.7).

12.6 All hours worked more than the normal shift, which totals more than forty (40) hours per week, shall be compensated at the rate of one and one half (1 1/2) times the employee's hourly rate. Paid holidays, vacations, sick leave shall be counted as time worked for the purpose of computing overtime.

12.7 Day, for the purpose of this Article, shall be the number of hours per day the employee is scheduled to work.

12.8 EXTENDED HOURS. The extended hours delineated below will continue for the term of this agreement. In the event of a levy failure or significant cuts in other revenue, these extra hours may be eliminated after a meeting with the Association. Additional time may be added by the District upon request of the building principal.

12.9 Elementary Library Assistants will receive extended contracts for five hours. Middle school and high school Multi-Media Techs will receive extended contracts for two extra days. Each library assistant and multi-media tech will work the days as agreed to with the principal. By providing this extra time and by clarifying the expectations regarding library inventories, it is the District's expectation that school libraries will not be closed to students and classes.

12.10 Each elementary school will be allocated 80 hours to assist with the opening and closing of school or other such matters. Additional hours may be granted upon demonstration of need.

Distribution of hours within each building shall be determined through a collaborative conversation between eligible FPESP employees and a building administrator.

The extra hours will be paid at the hourly rate of the employee doing the work and may be used from September 1 through August 31. The funding can be used to pay for the time of the assistant or the office manager.

12.11 Washington High School and Franklin Pierce High School will each receive 24 financial coordinator hours for the summer to be used as agreed to between the financial coordinator and the building administrators at each school.

12.12 IMPACTS FROM NEW CONSTRUCTION & REMODELS. Employees who must relocate workspace due to building remodels and construction shall be provided time during the workday or will be compensated for any time they are authorized to work outside the work day at their regular hourly rate or the overtime rate as applicable.

ARTICLE 13 HOLIDAY, VACATION, LEAVES

13.1 HOLIDAYS.

13.1.1 All employees shall receive the following paid holidays that fall within their work year:

Labor Day New Year's Day

Veterans Day	Martin Luther King's, Jr. Birthday
Thanksgiving Day	Presidents' Day
Day after Thanksgiving Day	*Friday of Spring Vacation**
*Christmas Eve**	Memorial Day
Christmas Day	*Juneteenth*
	*Independence Day**

**Twelve-month employees only*

13.1.2 If one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday. If it falls on a Sunday, it shall be observed on the following Monday.

13.1.3 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked, or is in paid status, on their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, shall be eligible for pay for such unworked holiday. It is understood that leave taken adjacent to a holiday can cause hardship to the District and members. Personal leave taken adjacent to a holiday must be preapproved as set forth in Section 13.3. Sick leave taken adjacent to a holiday must be a bona fide illness or injury as set forth in Section 13.4. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of illness, the employee was unable to work on either of such shifts, and their absence previous to such holiday by reason of illness has not been longer than thirty (30) days. The District reserves the right to investigate suspected abuse of leave and impose discipline if appropriate.

13.1.4 Saturdays that are worked and that are not part of the regular work assignment shall be considered overtime and paid for at time and one-half. Sundays and holidays worked shall be paid at double time.

13.2 VACATION.

13.2.1 September 1 shall be considered the anniversary date for purposes of computing vacations.

13.2.2 Regular employees:

(a). Employees who commence work after September 1 shall receive pro rata share. If the employee has been employed six (6) full months as of September 1 of the employee's first year, the employee shall be credited with having completed one year for purposes of future calculation of years of completed service. If the employee has not been employed six (6) months as of September 1 of the first year, the employee shall be considered to have completed one year on the following September 1 for purposes of future calculations.

(b). Vacations for regular twelve (12) month employees shall be based on the following schedule based on completed years of continuous service:

260 Day Employees

Completed Years of Service	Days of Vacation
1	11

4	16
10	21
20	22
25	23

Vacations for regular employees less than twelve (12) months shall be based on the following schedule**s** based on completed years of continuous service:

210 Day Employees

Completed Years of Service	Days of Vacation
1	10
4	13
10	16
20	17
25	18

189 Day Employees

Completed Years of Service	Days of Vacation
1	9
4	11
10	15
20	16
25	17

(c). All vacations for twelve (12) month employees shall be taken between September 1 and August 31 following the anniversary date in which they are earned. Vacations shall be scheduled by mutual agreement between the employee and the employee's supervisor. Unused vacation shall accumulate from year to year up to a maximum of two (2) years. This does not preclude the supervisor from extending the time in which vacations are taken due to office workloads. Upon termination of employment for any reason, the employee is entitled to cash out any accumulated vacation, up to thirty (30) days.

(d). If a holiday occurs during an employee's scheduled vacation period, one (1) additional vacation day shall be granted.

13.2.3 Vacations of less than twelve (12) month employees shall be paid off in June each year.

13.2.4 260-day employees shall have the option to cash out up to five (5) days of accrued vacation.

13.2.5 When employees are hired into another job within the bargaining unit with a different work calendar, the employee’s accrued vacation will be cashed out. The employee will begin to accrue vacation in the new position according to Section 13.2.2.

13.3 PERSONAL LEAVE. Two (2) days of personal leave shall be granted every year to be used at the discretion of the employee to take care of personal matters that cannot be taken care of outside the

work day. Starting in the 2027-28 school year, each employee will be granted a total of three (3) days of personal leave per year. Personal leave cannot be taken during the first or last week of the school year unless approved by a building administrator and cannot be used to conduct Association business or to extend a holiday or non-work day unless approved via online leave of absence form by building administrator and Human Resources. The employee shall provide at least one (1) day's advanced notice before taking personal leave. Unused leave shall accumulate to a maximum of four (4) days. Only one (1) day per year may be cashed out at employee's regular hourly rate at the end of August. An employee who has accumulated more than one (1) personal day may not use more than one (1) day at a time without prior authorization from the employee's supervisor.

13.4SICK LEAVE, EMERGENCY LEAVE.

13.4.1 Each employee shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift. A doctor's certificate of disability is needed for illnesses lasting more than five (5) consecutive working days. Sick leave is available when employees are unable to work due to a health condition regardless of whether the condition relates to physical or mental health. Such leave is also available for medical appointments or treatment.

13.4.2 Regular employees shall be allowed to use a maximum of five (5) days of sick leave per year for an emergency. An emergency is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being, property of the employee, or for the serious illness of the immediate family (parent, spouse, domestic partner, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild) and is of such a nature that preplanning is not possible or could not relieve the necessity for the employee's absence, with approval of immediate supervisor and reason for absence ("emergency") to be submitted via online leave of absence request form.

13.4.3 The District agrees to comply with the terms of all federal and state laws entitling certain employees to unpaid and/or paid family and medical leave including the federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Act, and the Washington State Family Leave law. Consistent with state law, an employee may use their sick leave to care for: (a) their child with a health condition that requires treatment or supervision; or (b) their spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. In addition, employees may use their sick leave for a sibling, grandchild, son-in-law or daughter-in-law who has a serious health condition or an emergency condition. See District Policy 5404.

Washington State Paid Family and Medical Leave (PFML)

Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this program are determined by the state (current employees are eligible if they work 820 hours per year). Information on this program is available through the Human Resources office or at the state Employment Security Department's website.

PFML benefits shall include up to twelve (12) weeks of paid leave per year, paid by the state, for qualifying reasons including but not limited to care of self and family due to a serious health condition. PFML generally runs concurrently with the period of unpaid leave to which employees are entitled under FMLA. As required by FMLA regulations this generally means that weekends, holidays and school breaks do not count toward the employee's PFML entitlement.

Employees may choose to use PFML prior to exhausting other paid leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

13.4.4 Employees may cash in unused sick leave days under the criteria set forth in WAC 392-136-015 and RCW 28A.400.210, above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they may cash out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave has been accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month. Employees may also cash out accumulated sick leave upon retirement or eligible resignation per RCW 28A.400.210.

13.4.5 At the time of separation from the school district employment an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury. For purposes of this subsection, "eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of service under the teachers' retirement system plan 3, or under the Washington school employees' retirement system plan 3; or (c) employees who separate from employment and who are at least age fifty-five and have at least fifteen years of service under the teachers' retirement system plan 2, under the Washington school employees' retirement system plan 2, or under the public employees' retirement system plan 2.

13.5 MATERNITY/PATERNITY/ADOPTION LEAVE/FOSTER PLACEMENT LEAVE.

13.5.1 An employee wishing to take maternity/paternity/adoption/foster placement leave will follow the following procedure: When possible, the employee shall submit their request in writing to the Human Resources administrator at least thirty (30) days prior to the beginning of the leave. The employee shall state in their request the approximate date the leave will start and shall state the ending date of the leave. If the employee intends to use accrued leave, this must be stated in the request. Upon application, therefore, the District shall grant such leave in compliance with state and federal law. Shared sick leave may be utilized for this leave.

13.5.2 LACTATION/EXPRESSION OF MILK. As required by RCW 43.10.005, the District shall provide reasonable break time for an employee to express breast milk for two years after

the child's birth each time the employee has need to express the milk and provide a private location, other than a bathroom, if such a location exists at the school or worksite, which may be used by the employee to express breast milk. If the worksite does not have a space for the employee to express milk, the employer shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

13.6 BEREAVEMENT LEAVE. Regular employees shall be allowed a maximum of five (5) working days leave with pay for each death or expected terminal illness in the immediate family. Employees will also be allowed up to five (5) working days paid leave when occasioned by a self or partner miscarriage. Immediate family is defined as: parent, spouse, domestic partner, child, sibling, grandparents, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, and nephew. One (1) day shall be allowed to attend the funeral of another relative or close friend.

13.7 JURY DUTY. Whenever an employee covered by this Agreement shall be called for jury duty or subpoenaed as a witness in a judicial or administrative tribunal, wherein the employee is neither the defendant nor the plaintiff, the District shall grant to such employee a leave of absence for each day they will be required to serve in such capacity. The employee shall notify the District of the fact that they has been called for such duty. The employee shall endorse over to the District any salary received for such service minus reimbursement received for travel during the period the employee has been on leave of absence. The period of time the employee is on leave of absence for such service shall be considered in all respects as time spent in the normal employ of the District. Employees may retain any juror stipends that are defined by state law as "reimbursement," PROVIDED, that if the state auditor subsequently determines that such stipends must be repaid, the District shall have the right to collect them.

13.8 UNPAID LEAVE. Employees shall be allowed to use leave without pay with the approval from their building administrator and the Director of Human Resources. Unpaid leave will not be granted unless all other applicable leave has been used.

13.9 LEAVE OF ABSENCE.

13.9.1 An employee may apply to the Human Resources administrator for a leave of absence and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. If additional time is necessary due to extended illness, a written application must be made to the Human Resources administrator and up to one (1) additional year may be granted at the discretion of the District. The District will not grant an employee a leave of absence to allow the employee to work for another employer. A leave of absence granted for another purpose will be discontinued if the employee on leave takes employment elsewhere.

13.9.2 The employee shall be notified of the action for the Board of Directors to approve or disapprove the leave within seven (7) working days of the Board meeting wherein action was taken.

13.9.3 The returning employee will be assigned to an open position (or equivalent) for which they qualify, or may apply and be considered for any open position. The position might not be identical to the position occupied before the leave of absence. If there are no open

positions for which the employee qualifies or if there are no open positions with equivalent, the employee may retain their seniority until such a position becomes available.

If an employee returning from leave is offered a position comparable to the position held before they went on leave (comparable in terms of pay and work year) and the employee refuses the position, the employee will be deemed to have resigned their position.

13.9.4 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on an unpaid leave of absence. An employee on leave of absence remains eligible for insurance benefits at their expense subject to limitation of Article 6, Section 6.4.

13.10 LEAVE SHARING. The District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who has been called to service in the uniform services, or has a need for leave due to pregnancy-related disability or to bond with a newborn or adopted child. Such a program is intended to extend leave benefits to staff members who otherwise would have to take leave without pay or terminate their employment with the District; however, employees using shared leave due to pregnancy or becoming a new parent can maintain up to forty (40) hours of sick leave in reserve. Procedures for leave sharing will be implemented according to District Policy and regulation. See District Procedure 5406P.

ARTICLE 14 EMERGENCY CLOSURE

14.1 All employees have the responsibility to listen for closure information on radio stations designated by the District (listed on the District calendar on the month of November). Unless contacted by their supervisor, twelve (12) month employees will be working and may do so remotely upon authorization of their supervisor or take available leave. If notification is not made until after the employee arrives at the office, the employee shall be paid a minimum of one (1) hour.

14.2 Absence due to an employee's inability to report to scheduled work because of severe inclement weather or conditions caused by severe inclement weather shall be resolved in one of the following ways:

1. Reschedule the work hours at the regular rate of pay if the immediate supervisor determines the work hours should be rescheduled.
2. Emergency Leave
3. Any accrued vacation leave
4. Compensatory time
5. Leave without pay
6. Work at an alternate work site accessible to the employee, or remotely upon administrator approval, on the day when the inclement weather occurs.

14.3 Employees shall be permitted to use leave without pay rather than paid time off at their request.

14.4 Employees who are unable to report to scheduled work because of severe inclement weather or conditions caused by severe inclement weather will not be required to report to work prior to one (1) hour after the original student day was scheduled to start on any day when a late start has been implemented due to inclement weather. If as a result of the inclement weather, an employee is unable to complete their duties during the same work week and works beyond their regular work shift to catch up, the employee will not be entitled to additional pay except to the extent the employee's total worked hours for the work week exceed their scheduled hours. Tardiness due to an employee's inability to report to scheduled work because of severe inclement weather or conditions caused by severe inclement weather will be allowed up to one (1) hour at the beginning of the work day. Inclement weather tardiness in excess of one (1) hour shall be charged as provided above. If students are sent home early due to emergency conditions employees will be released as soon as reasonably possible after student dismissal subject to the same make-up or leave use provisions set forth above.

14.5 The District and the Association shall meet and confer regarding snow make-up days on the clerical calendar prior to the District's establishment of such days for bargaining unit members. Such discussions will normally be held during labor management meetings.

ARTICLE 15 JOB-RELATED TRAINING

15.1 In the mutual interest of the District and the Association, the District may cause funds to be available when budgeted and subsequently approved by the building administrator or budget administrator for job-related training. These funds may be used to pay workshop and training fees outside the District upon request of the employee and approval of the District.

15.2 Such funds may be utilized for the following purposes without limitations:

- Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses within a reasonable distance.
- Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.
- Purchase of recognized vocational courses from local, state, or National Educational Institutes which would improve the potential of employees subject to this Agreement.

The District and Association will jointly develop an online form to be used by employees when applying for these funds. Employees shall receive pay at the regular hourly rate for hours spent in any training that is required by the District.

15.3 At the regularly scheduled office manager meetings, there will be a standing "technology" agenda item.

15.4 If building-level technology training is offered that is relevant to employees, one or more office staff will be allowed to attend, subject to advance approval of their building administrator.

15.5 When new computer programs or significantly upgraded programs are being implemented in the District, or training as needed on current programs, the District will consider the training needs of bargaining unit members. The District shall provide training and materials on new District-mandated programs when requested by staff.

15.6 Current employees who move to a new building or a different position that requires training in process and procedures, shall be provided paid transition time at their regular rate of pay as determined by the Human Resources administrator.

15.7 Each building shall provide clerical staff the opportunity to attend an annual emergency training, which may include mandatory training on the use of an Automatic Electronic Defibrillator (AED) and Skyward's health tab. If said training does not take place during paid time, any additional time required for this training shall be paid at the employee's hourly rate.

15.8 MENTORSHIPS. New, transferred, or long-term substitute employees may be provided a mentor. If an employee is asked to be a mentor, the District will make reasonable efforts to ensure that the mentor's other duties are not neglected, which may include providing a substitute or authorizing additional hours for the employee. Due consideration will be given to the additional workload mentoring entails in evaluating mentors' performance of their other job duties.

Mentor duties to include minimally:

1. Meet with mentee to discuss job responsibilities as needed.
2. Be available for problem-solving / consultation / troubleshooting

The mentor may be a job-alike mentor (who provides training and support on specific requirements of the positions) and/or an in-building mentor (who assists in integrating into the working culture of the worksite). Mentors will be paid an additional one dollar ($1.25) per hour per mentee during the time period for which they are assigned as a mentor. The time for mentorship will be 8 weeks and may be allocated throughout the new employee's first year as needed under the direction of the mentee's supervising administrator.

Mentor-mentee meetings will not be scheduled outside the mentee's regular workday, unless authorized in advance or unless for non-compensable social purposes.

15.9 Substitute handbooks shall be developed during the term of this agreement, and upon completion and approval, will be provided by the District to all the substitutes.

15.10 Employees shall be provided time within their regular work day to complete Safe Schools training. Staff may direct any follow-up questions from health-related SafeSchools trainings to the District's Health Services Department.

ARTICLE 16 MILEAGE REIMBURSEMENT

Any employee directed by the District to travel from one job site to another or use their personal automobile for District business shall be reimbursed at the current Internal Revenue Service rate. Employees shall provide evidence of current liability coverage prior to using their automobiles for District business.

ARTICLE 17 EMPLOYEE STAFF REDUCTIONS (R.I.F., LAYOFF, ELIMINATION) RECALL

17.1 In the event the District determines to reduce its present program, the classified employees covered by this Agreement will be laid off using the following provisions:

17.2 The terms "job elimination," "layoff," and "reduction in force" are considered to be synonymous.

17.3 The term "layoff" refers to action by the District to reduce the number of classified staff over and above attrition due to one or more of the following reasons:

1. Enrollment decline
2. Failure of a special levy or reduction in state funding
3. Program reduction

17.4 The term "layoff" does not refer to decisions to discharge an employee for cause.

17.5 Layoff will be based on seniority only. A person "bumping" into a new position will use the following procedures:

1. The person being laid off must have the desired qualifications for the new position, as determined by the District.
2. A person being laid off may bump any person junior within their class or below.
3. The person must remain in the new position at least nine months before being able to apply for another position within the Association. The nine-month period begins on the first day the new position starts. The employee cannot apply for a new position during this time, nor can the employee resign and then re-apply for a new position during this time period.
4. An employee who receives notice of layoff shall notify the District in writing within ten (10) working days whether they intend to exercise their bumping rights and which position, if any, they intend to “bump” into. If two or more employees indicate they intend to exercise their bumping rights for the same position, the most senior employee shall prevail for that position, and the less senior employee(s) shall be given another 10-working day extension to exercise their bumping rights. An employee who fails to submit such notice within ten (10) working days waives the right to bump but does not waive recall rights. Emergency extensions of this timeline may be granted by the Human Resources Director.

17.6 Employees whose positions will be eliminated at the beginning of the following school year will be provided written notice by the last day of school during the preceding school year. The Association shall also receive a copy of the notice with no less than three (3) business days notification so that it can share information with members who might expect a notice of layoff/bumping from the District over the summer.

17.7 If the District determines that a bargaining unit position is to be eliminated or that a new position is to be created, the Association President will be notified and may request a meeting with the Superintendent or designee to provide input.

17.8 In the event of a layoff, employees affected will be placed on a re-employment list maintained by the District according to seniority. These employees are to have priority in filling openings for which they qualify within the Association. Names will remain on the re-employment list for eighteen (18)

months. A person who has been laid off and is offered a job by the District has two (2) opportunities to reject the positions offered and still maintain their position on the layoff list.

17.9 A person recalled will be able to maintain their most recent placement on the salary schedule and all seniority earned in the unit.

17.10 While in the employment pool, the employee may, at the employee's option, be continued in a fringe benefit program of the District provided the employee reimburses the cost of the programs to the District in advance by the first of each month and is subject to any limitations imposed by the insurance carrier.

17.11 REDUCTION OF HOURS. When an employee's hours are reduced there will be a commensurate reduction in the amount of work expected of the employee. The employee shall receive written notice from their evaluator of the work that is being reduced and those aspects, if any, of the employee's job description that will no longer apply. When such reduction of hours is to take effect the following work year, the District will make reasonable attempts to notify the employee in writing before June 30.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 If there has been a violation of a specific provision(s) of this collective bargaining Agreement, the employee shall take the matter up with the employee's immediate supervisor within ten (10) working days following the date the violation occurred. If the matter is not satisfactorily resolved within five (5) working days following the employer's receipt of the complaint, the employee may proceed to Step One of the formal grievance procedure. A working day shall mean days the District business office is open.

- **STEP ONE**

  The aggrieved employee shall present the facts concerning the matter in writing, stating the provision(s) allegedly violated, to the immediate supervisor. This shall be done within twenty (20) working days following the date of occurrence of the grievance. The immediate supervisor shall respond in writing within ten (10) working days, thereafter. If the employee is not satisfied or the matter is not resolved, the employee may proceed to Step Two. Association representatives may help the employee at Step One and beyond.

- **STEP TWO**

  The employee, with the help of the Association representative, may submit the matter in writing to the Human Resources administrator within ten (10) working days of receipt of the written response from the immediate supervisor. Within fifteen (15) working days following submission of the written grievance to the Human Resources administrator, the employer shall submit a written answer to the Association and the aggrieved employee. If the employee is not satisfied and the matter is not resolved, the employee may proceed to Step Three.

- **STEP THREE**

  If the grievant is unsatisfied with the disposition in Step Two of the grievance procedures, the grievant may, within thirty (30) working days, and with the written consent of the Association, submit the matter to arbitration. Fifteen (15) days' notice of intent to arbitrate shall first be

provided to the District in writing by the Association. Any grievance related to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration as outlined above, unless excluded by the other provisions of the Agreement or this Article.

To effectuate arbitration, the Association shall submit a request for arbitration within the thirty (30) working days to the Federal Mediation and Conciliation Service (FMCS), or the American Arbitration Association (AAA), in accordance with their rules which likewise govern the arbitration proceeding, or as otherwise agreed by the Association and the District.

The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall render their decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have thirty (30) working days from the date of the hearing in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

The decision and/or award shall set forth the arbitrator's finding of fact, reasoning and conclusions on the issues submitted and shall be final and binding on all parties.

18.2 The grievant shall have the right to have an Association representative present during the formal discussion in Steps One, Two, and Three. Such discussion shall not interfere with the employee's normal duties.

18.3 The Association shall have the right to grieve any violation, misapplication, or misinterpretation of any provision(s) involving the Association. Such grievances shall be filed at Step 2 of the grievance procedure. Nothing contained herein shall be construed to prevent any employee from processing their own grievance through Step Two without Association representation. However, the District shall give the Association the opportunity to be present at any step of the grievance procedure and make its views known.

18.4 Grievance hearing shall be held at reasonable times and places that do not conflict with the working day, unless otherwise mutually agreed. Grievances not pursued to the next step within the time limitations set forth shall be deemed waived. However, time limits may be extended by mutual agreement.

18.5 Termination of probationary employees as defined in this Agreement for any reason is not subject to the grievance procedure.

18.6 Time limits as set forth in this Article may be extended by mutual agreement. Grievances not proceeding within the time limits set forth in this Article shall be waived and considered null and void, except if the District has not complied with the time limits set forth herein, the grievance shall automatically proceed to the next step of the grievance procedure.

ARTICLE 19 CONFORMITY TO LAW

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

19.2 The parties may enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

ARTICLE 20 DURATION

The term of this Agreement shall be from September 1, 2026, and shall continue in full force and effect through August 31, 2029.

ARTICLE 21 STATUS OF AGREEMENT

Upon the request of either party, labor/management meetings can be called to discuss items of mutual interest, to resolve concerns regarding the contract or to provide feedback to the District. The District and Association shall appoint their respective members.

FPESP COLLECTIVE BARGAINING AGREEMENT
SIGNATURE PAGE
SEPTEMBER 1, 2026 TO August 31, 2029

Brandy Marshall
For the District
Brandy Marshall, Human Resources

7/8/2026
Date

For the Association
Gina Leigh, FPESP

8-13-26
Date

For the Association
Jennifer Davis, FPESP

8-13-26
Date

Franklin Pierce School District

PERFORMANCE EVALUATION REPORT

Office Professionals

Employee Name	Period of Report From: To:	Job Title
School or Department	Type: ☐Probation ☐Annual ☐Transfer	Date

EE – Exceeds Expectations: Performance exceeds the criteria or standards
ME – Meets Expectations: Performance meets the criteria or standards
*NI – Needs Improvement: Performs some of the tasks but is inconsistent and does not meet all the job requirements
*U – Unsatisfactory: Not performing tasks that are required
(*Rating requires a comment)

Category	*U	*NI	ME	EE	Comments
Reliability: Is dependable and trustworthy; Independent worker who requires minimal supervision; Understands the need for and maintains confidentiality; Makes sound decisions.	☐	☐	☐	☐	
Adaptability: Makes appropriate adjustments to work assignments and unforeseen circumstances; Readily accepts new or changing conditions; Works effectively in a variety of situations; Self-starter; Provides input and suggestions; promotes a positive environment; Willing to take on new challenges; Works well under stressful conditions.	☐	☐	☐	☐	
Problem Solving Ability and Judgment: Recognizes opportunities to take action appropriately; demonstrates ability to analyze, reason and achieve appropriate solutions; ability to determine when to act on his/her own and when to refer a situation to a higher authority.	☐	☐	☐	☐	
Planning and Organizing Skills: Consistently meets deadlines; sets priorities; Plans workload effectively; Keeps work organized; Carries out duties effectively and efficiently.	☐	☐	☐	☐	
Work Production and Quality of Work: Does thorough, accurate, neat and professional work; Produces high quality product; Has high standards and work ethic; Work product demonstrates consistent attention to detail.	☐	☐	☐	☐	
Work Knowledge and Skills: Understands the principles, concepts and requirements of the job; Demonstrates ability to apply technical knowledge and skills required to perform job; Effectively and efficiently uses current district programs and data bases. Demonstrates skill in using current computer-based "productivity" suites (i.e. MS Office).	☐	☐	☐	☐	
Customer Service Skills: Positive approach when meeting the needs of students, staff and/or public; Courteous and respectful; Handles confidential matters appropriately; Communicates in an effective appropriate manner.	☐	☐	☐	☐	
Team Work: Works cooperatively with others; Uses tact and diplomacy; Develops good working relationships; Helps promote good staff morale; Works positively in solving problems.	☐	☐	☐	☐	
Communication: Exchanges information appropriately; Has good listening skills; Consistently uses appropriate communication skills; Expresses self clearly both orally and in writing.	☐	☐	☐	☐	
Attendance and Punctuality: Has regular attendance and is consistently on time; Is prudent in use of leave and adheres to leave policies; When possible, provides sufficient notice for absences.	☐	☐	☐	☐	

Input provided by (Signed statements must be attached):

Evaluator's Comments

Evaluator's Signature and Title Date

Employee's Comments

Employee's Signature Date

The signature above does not necessarily imply that the employee agrees with the preceding report, but only that he or she has seen and discussed it with the evaluator and has been provided a copy.

Memorandum of Understanding

Between Franklin Pierce School District and
Franklin Pierce Educational Support Personnel

The following shall be in effect commencing September 1, 2026 and expiring August 31, 2027:

Staffing

The District will increase staffing as follows for the duration of this Agreement, and provided there is no significant reduction in current funding levels:

- Secondary Library/Media Techs: The District will staff current secondary Library Media Techs at eight (8) hours per day.
- Elementary Office Assistants: The District will staff current elementary Office Assistants at seven (7) hours per day, 218 days per year.
- Financial Coordinators: Keithley Middle School and Ford Middle School will each receive fifteen (15) financial coordinator hours for the summer to be used as designated by the building administrators at each middle school. Additional hours may be requested of the building administrator as needed.
- HS Counseling Office/Registration Coordinator: The District will staff current HS Counseling Office/Registration Specialist positions at not less than seven (7) hours per day.
- Secondary Data Coordinators/Managers: Keithley Middle School, Ford Middle School, Franklin Pierce High School, and Washington High School will receive a minimum of seventy (70) data coordinator hours; and GATES High School will receive thirty-five (35) hours for summer to be used for scheduling and enrollment at each secondary school. Additional hours may be requested by the building administrator as needed. If this MOU is not renewed when expired, all guarenteed summer hours will be discontinued.

Professional Development Stipends –

During the term of this Agreement the District will provide a one-time compensation for employees who successfully complete approved technology training/certifications, based on the following concept:

1. Maximum stipend amount is six hundred dollars ($600).
2. Completion of all three levels (beginning, intermediate, and advanced) for one software program shall earn a $200 stipend; up to the maximum of $600 for completion of training.
3. Documentation of completion must be submitted to Human Resources by June 30th. Professional development stipends shall be paid in the July paycheck in the year in which the stipend is earned.

This MOU will be reviewed in May 2027 Labor Management to determine if it will roll over for another year.

Brandy Marshall
For the District
Brandy Marshall, Human Resources

7/8/2026
Date

Gina Leigh
For the Association
Gina Leigh, FPESP

8·13·26
Date

Memorandum of Understanding
between FPESP and Franklin Pierce Schools

This Memorandum of Understanding ("MOU") is entered into by and between the Franklin Pierce School District ("District") and the Franklin Pierce Educational Support Professionals ("FPESP") for the purpose of establishing a collaborative workgroup to review and evaluate District access control systems and practices.

Purpose

The parties recognize the importance of maintaining safe and secure learning and working environments across all District facilities. The purpose of this MOU is to establish a joint workgroup to:

1. Assess current access control systems and practices within the District;
2. Evaluate operational challenges and opportunities related to access control;
3. Review how similarly situated school districts with comparable campuses and facility configurations manage and implement access control systems;
4. Engage in discussions with relevant vendors regarding available systems, capabilities, and implementation considerations; and
5. Develop recommendations and an implementation plan for future access control practices within the District.

Workgroup Composition

The workgroup shall include representatives designated by the District and representatives designated by FPESP. The parties agree that FPESP participation is essential to ensuring operational perspectives are considered throughout the review and planning process.

The District may also invite additional stakeholders, subject matter experts, administrators, technology staff, safety personnel, and/or vendors to participate in meetings or provide information as appropriate.

Timeline

The workgroup shall be established and hold its first meeting no later than September 30, 2026.

The parties acknowledge that adequate time is necessary to conduct a thorough review process and to allow newly assigned administrative leadership sufficient opportunity to become established in their roles and meaningfully participate in the work.

Accordingly, the workgroup shall develop recommendations and an implementation plan with a target implementation date of September 1, 2027.

Scope of Work

The workgroup's responsibilities may include, but are not limited to:

- Reviewing current District access control practices, procedures, and infrastructure;
- Identifying operational and safety concerns related to building access;
- Researching comparable school districts and industry best practices;
- Meeting with and gathering information from vendors regarding access control options and system capabilities;
- Considering impacts on employees, students, families, and visitors;
- Evaluating operational feasibility, cost considerations, and implementation timelines; and
- Developing recommendations for District consideration and implementation planning.

Non-Precedent Setting

This MOU is entered into solely for the purposes stated herein and shall not establish precedent or constitute a waiver of any rights under the collective bargaining agreement or applicable law.

Duration

This MOU shall remain in effect through September 1, 2027, unless extended or modified by mutual written agreement of the parties.

For the Association:

Jennifer Davis _____ Sina Seigel _____

Date _____ **Date** 8.13.26

For the District:

Brandy Marshall _____ Date 7/8/2026