

COLLECTIVE BARGAINING AGREEMENT



BETWEEN

**VANCOUVER ASSOCIATION OF EDUCATIONAL
SUPPORT PROFESSIONALS**

AND

VANCOUVER SCHOOL DISTRICT NO. 37

2025 - 2028

BARGAINING AGREEMENT

between

VANCOUVER SCHOOL DISTRICT NO. 37

and

VANCOUVER ASSOCIATION OF EDUCATIONAL SUPPORT PROFESSIONAL PREAMBLE

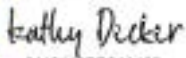
This Agreement is made and entered into from September 1, 2025, through August 31, 2028, by and between VANCOUVER SCHOOL DISTRICT NO. 37, Vancouver, Washington (hereinafter called District) and VANCOUVER ASSOCIATION OF EDUCATIONAL SUPPORT PROFESSIONALS (hereinafter called Association) for purposes of governing their mutual business relations by fixing the following wage scales, schedules for hours, and working conditions affecting the members of the Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 14th day of October 2025.

WITNESSETH:

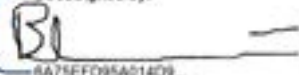
Vancouver School District No. 37


Vancouver Association of Educational Support Professionals

Signed by:

0440445D094A408
Kathy Decker
President of the Board of Directors

Signed by:

02937EF682A1462
Chipo Sowards
VAESP President

DocuSigned by:

8A75EF095A014D9
Brett Blechscht
Interim Superintendent

Signed by:

0C1DF8A4E1CD402
Jedd Rivera
UniServ Representative/ WEA

VAESP Collective Bargaining Agreement – 2025-2028

Table of Contents

ARTICLE		PAGE
Article 1	ADMINISTRATION	1
Article 1.1	Recognition	1
Article 1.2	Administration	2
	Grievance Steps	2
	• Step 1	2
	• Step 2	3
	• Step 3	3
Article 1.3	Status of the Agreement	4
Article 1.4	Conformity to Law	4
Article 1.5	Distribution of Agreement	4
Article 1.6	Agreement/Administration/Interpretation	5
Article 1.7	Management Rights	5
Article 1.8	Maintenance of Standards	5
Article 2	BUSINESS	6
Article 2.1	Membership	6
Article 2.2	Association Rights	6
	• Association Rights	6
	• Association Leave	7
Article 3	PERSONNEL	8
Article 3.1	Due Process	8
	• Notification of Discipline	8
	• Employee Right to Representation	8
	• Progressive Discipline	8
	• Process for Dealing with Complaint from Parent/Student	8
	• Letters of Expectation	8
Article 3.2	Employee Rights	9
Article 3.3	Affirmative Action – Non-Discrimination Clause	9
Article 3.4	Personnel Files	9
	• Inspection of Personnel File	9
	• Written Responses in Personnel File	9
	• Petition to Remove Materials	9
Article 3.5	Right to Reassignment and/or Involuntary Transfer	9
Article 3.6	Job Vacancy Process	9
	• Job Postings	10
	• Advertising Job Postings	10
	• Applicant Pool	10
	• List of Qualified Applicants	10
	• Interview and Recommendation of Hire	10
	• Written Response for Non-Selection	10
	• Accessing External Applicant Pool	10

	• ASL Interpreter Services	11
Article 3.7	Staffing, Assignments, and Seniority	11
	• Staffing	11
	• Qualifications Defined	11
	• Awarding of Position	11
	• Vacancy Placements	11
	• Placement Commitment – School Year	11
	• Disclosure of Interview Process	12
	• Bilingual Positions	12
	• Bilingual Required Positions	12
	• Admin Requested Use of Occasional Oral Bilingual Without Formal Assessment	12
	• Internal Transfers – Reporting	13
	• Internal Transfers – Probationary Period	13
	• Assigning One Hour Paraeducator Time Internally – Building	13
	• Technology Support Specialist Staffing/Workload	13
	• Assignment and Schedule- Media Clerks	13
	• Equitable Work Distribution- Media Clerks	13
Article 3.8	Hours of Work and Overtime	14
	• Work Day Defined	14
	• Twelve Month Employees Work Hours	14
	• Ten Month Employees Work Hours	14
	• Ten Month Elementary Secretary, Clerk, Nine Month Enrollment Clerk, and Technology Support Specialist Additional Days	14
	• Flexibility in Start/End Dates for Ten Month Emps.	14
	• Nine Month Employees Work Hours	14
	• Employee Work Hours	15
	• Duty Free Lunch	15
	• Rest Period	15
	• Overtime	15
	• Comp. Time in Lieu of Overtime	15
	• Use of Comp. Time Off Within Reasonable Period	15
	• Accumulation of Comp. Time	15
	• Shift Recall	16
	• Comp Time Fair Labor Standards Act (FLSA)	16
	• Reduced Work Schedule – Fridays, Before Holidays, Winter, Spring, and Summer Breaks	16
	• Leave Reporting During Reduced Work Schedule	16
Article 3.9	Orientation and Training	16
Article 3.10	Trial Period	17
	• New Hire – Evaluation Period	17
	• New Hire – Probationary Period	17
Article 3.11	Employee Evaluation	17
	• Requirements at New Hire Employment Processing	17
	• Evaluator Timeline and Process	17
	• Responsible Administrator – Defined	17
	• Annual Evaluation Timeframe	17

	• Annual Written Evaluation	18
	• Exclusion of Bargaining Member Participating in the Evaluation Process	18
	• Procedure	18
	• Performance Concerns	18
	• Improvement Plan Timeline	18
	• Performance Evaluation	18
	• Evaluation Appeal Step 1	18
	• Evaluation Appeal Step 2	19
	• Binding Arbitration Step 3	19
Article 3.12	Salary, Salary Payments, Placement, Longevity	19
	• Mandatory Direct Deposit	19
	• Twelve Month Employee Pay Distribution	20
	• Nine and Ten Month Pay Distribution	20
	• Pay Rates for Summer Employment	20
	• Longevity	20
Article 3.13	Professional Certification – Certification Stipend of \$.55 for Admin Support Staff	20
Article 3.14	Training/In-Service	20
	• Training for Newly Hired Special Education Paraeducators	20
	• Pre-Duty Day Nine Month Paraeducator	20
	• Training Day Nine Month Employees	21
	• Professional Development Training Distribution	21
	• Professional Development Year Defined	21
	• Professional Development	21
	• Special Meetings	22
	• Mandatory Comprehensive Training	22
Article 3.15	Office Staffing	22
	• Distribution of Elementary Enrollment and Health/Office Clerk Hours	22
	• Workload During Peak Work Periods (Elem/Secondary)	22
	• Addtl duties outside of regular work assignment 10 months	22
	• Assigning Paraeducator Time to Clerk	23
	• Unused Paraeducator Time	23
	• Procedures for Managing Count	23
	• Enrollment Boundary Communication	23
	• Special Education Transportation	23
	• Immunization Responsibilities and FERPA Compliance	23
Article 3.16	Seniority	23
	• Job Categories	23
	• Seniority List	24
	• Eligibility of Seniority Date	25
	• Credit for Prior Service for Breaks Less Than a Year	25
	• Temporary Assignments and Seniority	25
Article 3.17	Conditional Employment	25
	• Temporary Position	25

	• Assigning of Temporary Hours – Internal	25
	• Assigning of Temporary Hours – External	25
	• Assigning of Temporary hours – Bus Ridership	25
	• Withdrawal of Temporary Hours	26
	• Temporary Hours – Unique Situations Greater Than Ninety (90) Days	26
Article 3.18	Seasonal/Summer Employment	26
Article 3.19	VAESP Hourly Wage Placement	26
	• Hourly Wage Placement	26
	• Temporary Promotion	26
Article 3.20	Reclassification	27
	• Reclassification Review and Appeal Procedures	27
Article 3.21	Termination/Resignation	28
	• Vacation Leave Cash Out	28
	• Written Notice of Termination to Employee	28
	• Resignation	28
Article 3.22	Holidays	28
	• Holidays Observed	28
	• Twelve (12) Month Employees – Add’l. Winter Holiday	28
	• Holiday Pay Defined	28
	• Holiday Pay Defined – Temp. or Acting Assignments	28
	• Holiday Falling Within Vacation Period	29
	• Ten (10) Month Employees Entitlement Days	29
	• Twelve (12) Month Employees Entitlement Days	29
Article 3.23	Vacation	29
	• Accrual Days and Hours Defined	29
	• Accrual Rate for Five (5) Years of Service	29
	• Accrual Rate for Eleven (11) Years of Service	29
	• Accrual Rate for Twenty (20) Years of Service	29
	• Eligibility to Use Accrued Vacation	29
	• Calculation of Vacation Time	29
	• Vacation Credit – Ten (10) Months Moving to Twelve (12) Months	30
	• Vacation Credit – Nine (9) Months When Moving To Twelve (12) Months Position	30
	• Vacation Cash Out	30
	• Rate for Vacation Cash Out	30
Article 3.24	Employee Protection	30
	• Employee Insurance Protection	30
	• Reimbursement of Personal Property	30
	• Personal Property Defined	31
	• Reimbursement for Auto Damage	31
	• Process for Reporting Loss	31
	• Proof of Loss	31
	• Repair and Replacement Costs	31
	• Scope of Responsibility or Employee Duty	31
	• Safe and Healthful Environment	31
	• Maintenance of Control and Discipline of Student	32

	• Injury due to Significant Behavior Related Leave	32
	• Principal Responsible for Supervision, etc.	32
	• Use of Restraint by a District Employee	32
	• Establishment of a Pool to Perform Catheterization Duties and Rate of Pay Defined	32
	• Transitional Time	32
	• Special Education Paraeducators Compensation	32
	• CPI and Ukeru Testing Guidelines	33
	• Paraeducator Clinical Hours	33
	• Paraeducators – Special Circumstances	34
	• Jim Tangeman Center	34
	• Use of Personal Car and Reimbursement	34
	• Mileage Reimbursement for Multiple Work Sites – District Directed	34
	• Para Ratio	35
	• Employee Access to IEP, IHP, BIP, & ERP	35
	• Student Supervision- Media Clerks	35
	• Managing Student Behavior- Media Clerks	35
Article 3.25	Special Work Conditions	35
	• Weather Related Delays and Closure	36
	• Delayed Start	36
	• School Closure	36
Article 3.26	Notification of Assignment	37
ARTICLE 4	Paraeducator Assigning/Adjustment of Hours, and Excess	38
Article 4.1	Assigning/Adjusting of Hours	38
	• Assigning of Hours	38
	• Increasing of Hours	38
	• Reducing Hours – Notification to Association	38
	• Excess Defined	38
	• Reducing Hours by Excess	38
	• Excess Placement	39
	• Exception to Application of Excess Rules	39
	• Declination of Comparable Offer	39
	• Notification of Excess Status	39
	• Reduction in Hours Below 3.5 Hours Per Day	39
Article 4.2	Employee Layoff and Recall	39
	• Layoff Notification	40
	• Efforts to Avoid Layoff	40
	• Layoff Procedures	40
	• Placement Rights and Procedures	40
	• Recall Procedures	41
ARTICLE 5	LEAVES	43
Article 5.1	General Leaves	43
	• Definitions	43
	• Leave at Full Pay Unless Stated Otherwise	43

- **Leave Reporting Units** 43
- **Return from Leaves – Uncompensated** 43
- **Return from Family Medical Leave Act (FMLA)** 43
- **Prior Notice of Leave Application** 43
- **Flexibility in Granting Leave** 43
- **Leaves Prorated for Part-Time Staff** 44
- **Leave Reporting** 44
- **Sick Leave – Eligibility to Accrue** 44
- **Sick Leave – Monthly Accrual Rate** 44
- **Sick Leave Accrual – Temporary/Acting Assign.** 44
- **Transfer of Sick Leave/Time Period for Employee To Notify District** 44
- **Advancement of Sick Leave Accrual** 45
- **Employee Obligation to Notify Supervisor of Absence Through the Absence Mgmt. System** 45
- **Requirement to Report and Document Illness/Injury** 45
- **Family Medical Leave Act (FMLA)** 45
- **Emergency Leave** 46
- **Washington Paid Family and Medical Leave** 46
- **Personal Leave Purpose and Definition** 47
- **Dist. Rights to Curtail Use of Personal Leave** 47
- **Personal Leave Carry Forward and Cash Out** 47
- **Bereavement Leave** 48
- **Without Loss of Pay – Not to Exceed Three (3) Days** 48
- **Employer Right to Request Supporting Evidence** 48
- **Employee Request for Extension** 48
- **Jury Duty – Leave of Absence with Pay** 48
- **Subpoena Leave** 48
- **Subpoena Leave – Reimbursement to District** 48
- **Employee Serving as Witness** 49
- **Maternity Leave – Definition (as defined in FMLA)** 49
- **Request for Maternity Leave** 49
- **Adoption Leave** 49
- **Domestic Violence Leave** 49
- **Military Reserve/National Guard Active Training Duty – Compensated** 49
- **Public Office Leave** 50
- **Religious Observance Days** 50
- **Request for Religious Observance Leave** 50
- **Religious Leave – Make-up of Missed Work Days** 50
- **Uncompensated Leave – Definition** 50
- **Benefits Eligibility During Uncomp. Leave Period** 51
- **Request – Uncompensated Leave Period** 51
- **Requirement to Notify District of Intent to Return** 51
- **Leave for Illness/Injury – Ninety (90) Days or Less** 52
- **Leave for Illness/Injury – Greater Than Ninety (90) Days** 52
- **Leave During Probation** 52

	<ul style="list-style-type: none"> • Impact to Seniority During Leave 52 • Leave Sharing 52 • District Employees May Donate Leave as Follows 52 • Leave Sharing – Tragic Situation(s) Twelve (12) Month Employees 52 • Leave Sharing – Tragic Situation(s) Nine (9) and Ten (10) Month Employees 53 	
ARTICLE 6	INSURANCE/SCHOOL EMPLOYEES BENEFIT BOARD	54
Article 6.1	Insurance/SEBB	54
Article 6.2	Workers’ Compensation	54
ARTICLE 7	SICK LEAVE CASH OUT/CONVERSION/VEBA	55
Article 7.1	Annual Sick Leave Cash Out for Leave Balances in Excess Of 480 Hours	55
	<ul style="list-style-type: none"> • Sick Leave Conversion Upon Retirement, Death, or Qualifying Resignation 55 • VEBA Conversion 55 • Annual Election for VEBA 56 • Retirement Cash Out 56 • Resignation Cash Out 56 	
ARTICLE 8	DURATION	57
Article 8.1	Expiration	57
Appendix A	2025-2026 VAESP Salary Schedule 2025-2026 VAESP Aquatics Salary Schedule 2025-2026 VAESP Braille Transcriber and ASL Interpreter Salary Schedule	
Appendix B	Classified Employee Evaluation	
Appendix C	Health/Office Clerk Allocation Model	
Appendix D	Overtime and Compensatory Time Authorization Procedures Overtime and Compensatory Time Earned and Used Report	

ARTICLE 1: ADMINISTRATION

Article 1.1 Recognition:

The District recognizes Vancouver Association of Educational Support Professionals (VAESP) as the exclusive bargaining representative for all full-time, regular part-time, and temporary secretarial, technology support specialist, clerical, paraeducator, braille transcriber, ASL Interpreter and aquatics employees, including those on approved leave of absence. Excluded from the unit are those positions included in the ProTech schedule as of the date of this document, substitute employees, and student workers. Any subsequent exclusion is subject to mutual agreement. Disputes will be resolved by the Public Employees Relations Commission (PERC).

In the event of a dispute which will lead to a decision by the Public Employee Relations Commission (PERC), a pre-emptive meeting will occur regarding the subject of the dispute. Prior to hiring, the recommended candidate will be notified that the position may be under review by PERC.

If other bargaining unit(s) negotiate language that would impact VAESP bargaining unit members, the District will notify VAESP as soon as possible upon learning of the potential impact of new contract language from the other bargaining unit(s).

The District agrees not to replace employees in the bargaining unit with student workers. This does not preclude the District from continuing to use students in areas which they have normally been used.

The District and the Association acknowledge that any decision to transfer duties and responsibilities normally assigned to employees to any agency or individual so as to reduce or replace such duties and responsibilities, shall be done in full compliance with the spirit and intent of state statutes governing such actions.

The term "employee" when used hereinafter in the Agreement shall refer to a bargaining unit member of the Vancouver Association of Educational Support Professionals.

New employees shall be given a copy of the District written job description applicable to their job classification. Other employees will be given a copy of their job description upon request made to the Human Resources Department. One (1) copy of all job descriptions for employees represented by VAESP shall be given to the Association.

The District shall provide an electronic data file to the Association of all VAESP employees providing work location, position, hours per day, hire date, phone number, and home mailing address. This electronic data file will be provided to the local Association President by the end of October and by the end of February.

It is agreed that whenever any employees not mentioned in the classification herein, but coming under the jurisdiction of the Association, elect, or it is determined, that the Association represents them, that within ten (10) working days of notice being given, hours, wages, and working conditions will be negotiated for such classifications for such employees. The wages, hours, and working conditions agreed to shall become a part of this Agreement attached such

as a supplement to this Agreement.

In the event the employer creates a new job or substantially alters the contents of an existing job within the bargaining unit, the District will bargain the wage rate and any substantial impacts to working conditions identified by the union.

Reference to "days" in this Article shall mean working days, exclusive of holidays.

Article 1.2 Administration

Grievance:

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individuals or groups of individuals of the Association.

As used in this procedure:

- i. A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which an individual, or group of individuals, work; allegedly caused by misinterpretation or inequitable application of the provisions of this Agreement.
- ii. "Grievant" means an employee covered by the provisions of this Agreement who allegedly has been aggrieved, or the Association in the event of a grievance on behalf of a group of individuals.

The Association and the District agree to try and resolve issues informally with the Human Resources Director, prior to Step 1 of the grievance process. The Association and the District mutually agree and commit that the resolution of grievances requires timely and complete sharing of the specific provision(s) of the contract which was allegedly violated and the factual basis and supporting documentation for the alleged violation of the provision. The District commits to providing a detailed written rationale of its response at Step 1 to allow the Association to understand the District's position. Should a grievance proceed to Step 2, the Association commits to providing a detailed written explanation of why the District response at Step 1 was considered incorrect.

The adjustment of grievances shall be accomplished as rapidly as possible. The time limits prescribed in this statement may be extended by mutual consent of the grievant and person or persons by whom the grievance is being considered.

If a grievance affects a group of employees or the Association itself the Association may submit the grievance in writing to the superintendent/designee directly. Any grievance submitted by the Association shall be submitted within twenty (20) working days of its occurrence or within twenty (20) working days of the date the Association should have had knowledge of its occurrence, whichever is later.

It is agreed that should any grievance arise, both the District and the Association will actively pursue the following steps to resolve the grievance. All reference to days is construed as work days and in the case of response timelines exclude the date of receipt of a grievance.

Step 1: A grievance must first be presented to the employee's supervisor by the employee and Association representative within twenty (20) working days of the action which

is the cause of the grievance or when the employee should reasonably have known of an action or a lack of action which might become the basis of filing a grievance. If there is a question regarding the appropriate supervisor, the superintendent/designee will designate the administrator with discretionary authority to hear the complaint. Any grievance presented at this or any other step of the proceeding shall be in writing and signed by the grievant, or in the case of a class grievance by a representative of the Association. A grievance meeting if any, shall take place within five (5) working days. The supervisor shall provide a written response within five (5) days of the meeting, or absent a meeting, within five (5) working days from receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the written grievance may be presented to the superintendent/designee within five (5) work days following receipt of a Step 1 response. A grievance meeting, if any, shall take place within seven (7) working days. A written response to the grievance will be given to the appropriate grievant and/or the Association representative within seven (7) working days of a meeting or from receipt of the Step 2 grievance as appropriate.

Step 3: If the grievance is not resolved in Step 2, the Association or the District may, within seven (7) days, request the grievance be submitted to arbitration. In the event the District and the Association are unable to agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association in accordance with their voluntary rules which shall likewise govern the arbitration proceeding.

Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no power to add to, subtract from, delete, modify, alter, or amend any provisions of this Agreement. The decision of the arbitrator will be final and binding.

The expense of the arbitration, excepting representation fees and witness compensation, is to be borne equally by both parties.

A grievant can be represented at all stages of the grievance procedure by themselves, or have the option of an Association representative selected by the Association. If an Aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement.

No reprisals of any kind will be taken by the Board or the school administration against any employee because of participation in this grievance procedure.

The administration will cooperate with the Association in its investigation of any grievance; and, further, will furnish the Association such information as is required for the processing of any grievance consistent with this Agreement and governing rules and precedents.

Grievance meetings, when scheduled, may be held outside of the employee's normal working hours to avoid disruption of workday. Should the District, during the investigation or processing of any grievance, require that an employee be released from regular assignment, it shall be without loss of pay or benefits. All pay and benefits shall be borne by the employer when the employee is attending the arbitration hearing or meeting with a district representative during normal duty hours.

Failure by the District to respond to a grievance within specified timelines automatically moves the grievance to the next step in the procedure.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

Article 1.3 Status of the Agreement:

This Agreement shall supersede any policies, procedures, or practices of the District that are inconsistent with the terms of this Agreement.

However, nothing in this Agreement shall lower any present working conditions, wages, and benefits otherwise covered by written Board policies and procedures.

This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be written by mutual agreement of the parties.

Article 1.4 Conformity to Law:

In the event that any provision of this Agreement shall be found and declared, at any time, invalid by a final judgment of a court of competent jurisdiction or through a final decree of government, state or local body, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with the existing regulations or laws.

The provisions included in this Agreement are intended to be in addition and consistent with the rights and responsibilities of the parties provided in the constitutions and statutes of the United States and the State of Washington. If any provision of this Agreement is held invalid by operation of law by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision is restrained, by any such tribunal, the remainder of the Agreement shall not be affected thereby and, upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the invalidated provision.

Article 1.5 Distribution of Agreement:

Following ratification of the Agreement by the Association and the Board of Directors and review of the master document by the Association and the District, within forty-five (45) working days, the District shall post a copy of the agreement on the district website.

It shall be the responsibility of the Association to ensure its membership are informed of new provisions in the Agreement prior to the posting of the agreement to the staff portal.

Seventy-five (75) copies of the Agreement shall be provided to the Association for its use. Additional copies will be provided upon request from the Association.

The cost of printing of the Agreement shall be assumed by the District.

There shall be two (2) original signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

Article 1.6 Agreement/Administration/Interpretation:

Upon request by either party, the Association's designated representative(s) and the District's designated representative(s) shall meet to discuss issues relating to interpretation or compliance with this Collective Bargaining Agreement.

Generally, when this request is made, the meeting shall be held within ten (10) working days.

Article 1.7 Management Rights:

Except as otherwise specifically limited by the provisions of this Agreement, the District has the exclusive right to exercise all of the rights or functions of management including, but not limited to, the development, adoption, implementation and enforcement of policies, procedures, and practices in furtherance of management rights or functions, and the use of judgment and discretion in connection with District rights.

It is expressly agreed by the Association that the enumeration of District rights in this article shall not be deemed to exclude other District rights not specifically enumerated above.

Article 1.8 Maintenance of Standards:

No employee covered by this Agreement shall suffer a loss of existing benefits or working conditions as a result of this Agreement, even though these benefits and conditions may not be specifically set forth herein.

ARTICLE 2: BUSINESS

Article 2.1 Membership

- 2.1A** Association Dues and Special Assessments: The District agrees to deduct from the salaries of educators who are members of the Association dues and assessments upon the Association providing written authorization forms executed by individual employees certifying the employee's voluntary decision to be a member and authorizing such payroll deductions. The dues deduction form and authorization shall remain in effect from year- to-year unless withdrawn in writing by the employee via the Association. Any deductions for political contributions subject to RCW 29B.40.230 will be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District will provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC-390-17-110.
- 2.1B** Unless otherwise required by Article 3.4A or law, the total for these deductions for each individual shall not be subject to change during a school year.
- 2.1C** The Association will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deduction for the Association. The Association further agrees to refund to the District any amounts paid to it in error.
- 2.1D** The deductions authorized will be made monthly in twelve (12) approximately equal amounts.
- 2.1E** The District will remit monthly directly to the Association all monies deducted, accompanied by a list of educators from whom the deduction has been made.
- 2.1F** Each month during the school year, the Association will provide the District with the names of those educators who have joined the Association and paid dues and assessments by means other than through payroll deduction. No later than the payroll cutoff date for each month, the Association will provide the District with the names of those educators who have withdrawn their written authorization of membership and/or payroll deductions required by this Article 2.1.

Article 2.2 Association Rights:

2.2 A Association Rights:

The District agrees to invite a committee of representatives from each of the bargaining units to meet collectively and attempt to reach consensus on calendar issues.

In the absence of consensus between the bargaining units regarding the school calendar, the District will endeavor to reach agreement with its calendar issues.

The Association shall have the right to post notices on staff bulletin boards. The Association shall also have the right to use the school mail and school mailboxes to distribute Association material. The use of school mail and bulletin boards will be in accordance with law. The use of the school mail for personal or political purposes will be in accordance with current District

practice. The Association shall have the right to use school facilities for meetings and school equipment, at reasonable times, when such equipment is not otherwise in use. Scheduling will be done through proper administrative channels.

Association representatives shall be permitted to transact official Association business on school property at reasonable times. During working hours, the Association representative will check with the appropriate authority in the building before contacting the employee at work.

An Association representative, during working hours, without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day.

The District may allow Association members to attend building meetings for purposes of conducting Association business. Such meetings, during the work day, must be approved by building supervisors in advance. Supervisors will make an effort to allow such meetings as time will allow as many Association members as possible to attend without adverse effect on the building procedures and needs. The number of meetings to be allowed will be at the discretion of the building supervisor. Time spent by Association members at such meetings shall be in lieu of other break time or time off periods for the day on which the meeting is held.

2.2B Association Leave (Combined Association and President Leave):

The President(s) of the Association and/or designated representative(s) shall be granted paid leave to conduct official Association business for up to a total of 504 hours (equivalent to 63 eight-hour days) per year. This combined leave bank includes all time used for Association-related activities during working hours.

Substitute Costs:

- The District shall bear the cost of the substitute for any leave time used by the President within the total allocated amount.
- The Association shall bear the cost of the substitute for any leave time used by the designated representative(s) of the Association.

Requests and Notification:

- Leave requests must be submitted to Human Resources through the Absence Management System at least two (2) working days in advance for scheduled meetings/events, or as soon as practical for unscheduled meetings.
- The District shall provide the Association a monthly itemized report of all VAESP association leave each month.

Exceeding the Leave Allowance:

- If the total Association leave exceeds the 504-hour annual allotment, any additional leave may be granted and the Association agrees to pay the full cost of the employee's release time, including salary and salary taxes, not to include medical or substitute costs.

ARTICLE 3: PERSONNEL

Article 3.1 Due Process:

3.1A Notification of Discipline:

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

3.1B Employee Right to Representation:

Employees will be advised of their right to representation. Employees will be allowed to choose a representative for any disciplinary meeting. The meeting will be scheduled with no less than two (2) days prior notice.

3.1C Progressive Discipline:

Discipline procedures are intended to be constructive procedures to avoid the necessity of dismissal. The District and the Association agree that the general principles of "progressive discipline" will be applied in correcting employee behavior.

The typical sequence of the discipline progression is (1) written warning, (2) letter of reprimand, (3) suspension (i.e. administrative leave with or without pay), and (4) dismissal. Any disciplinary action taken against an employee shall be appropriate to the conduct at issue. The District may bypass any or all steps in progressive discipline based on serious and compelling circumstances.

Step	Location
Written Warning	Personnel File
Letter of Reprimand	Personnel File
Suspension (With or Without Pay)	Personnel File
Dismissal	Personnel File

3.1D Process for Dealing with Complaint from Parent/Student:

Any complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee, as long as it is in accordance with law.

3.1E Letters of Expectation:

An employee's immediate supervisor or other appropriate administrator may elect to issue a Letter of Expectation in order to counsel an employee in matters that do not rise to the level of discipline. A Letter of Expectation is not a finding of misconduct; it is solely for the benefit of the employee and is exclusively advisory- not disciplinary- in nature.

Article 3.2 Employee Rights:

Nothing contained within this Agreement shall be construed to deny or restrict to an employee any rights provided under applicable laws and regulations, including RCW 41.56.040. The rights granted to employees shall be deemed to be in addition to any rights provided by federal, state or local law.

The District and the Association recognizes that the private life of an employee typically is not within the appropriate concern or attention of the District for the purpose of assessing professional performance and competency or with respect to the employee's continued employment status with the District, unless it has a detrimental effect on the employee's performance of assigned duties.

Article 3.3 Affirmative Action – Non-Discrimination Clause:

The provision of this Agreement shall be applied consistent with Title VII Civil Rights Act, Washington Law Against Discrimination (WLAD), and other applicable state and federal laws.

Article 3.4 Personnel Files:**3.4A Inspection of Personnel File:**

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, and at District expense, a copy of any documents contained therein shall be afforded the employees.

3.4B Written Responses in Personnel File:

Any derogatory material not shown to an employee within fifteen (15) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach comments. Such written response shall become part of the employee's written personnel records.

3.4C Petition to Remove Materials:

After six (6) months, the employee may request in writing to the superintendent/designee that such material be removed. The final decision rests with the District.

Article 3.5 Right to Reassignment and/or Involuntary Transfer:

Employees shall be subject to reassignment or transfer by the District.

In cases where the District deems it necessary to make staff adjustments to meet the District's needs, the District may involuntarily transfer employees to a different location and/or program in the contract year without posting a position opening with the same hours and rate of pay, unless the employee chooses an open position with fewer hours and/or a lesser hourly rate.

Article 3.6 Job Vacancy Process:

3.6A Job Postings:

When bargaining unit vacancies occur and/or a new position becomes available, except clerk and secretary positions, such positions shall be posted for five (5) full work days before being permanently filled. Clerk and secretary positions shall be posted internally only for five (5) full work days. If the position is not filled internally, it shall then be posted externally for an additional five (5) full workdays before being permanently filled.

The District shall make reasonable effort to seek the input of the Association president or the president's designee, in regards to the content of any stipulation(s) on job-postings pursuant to the provisions of this Agreement. Final decision regarding the content of job postings rests with the District.

3.6B Advertising Job Postings:

All District job postings identifying all known District-wide openings will be emailed to all employees. Job postings will include classification title, pay rate, location, posting number, posted period, and the number of working hours and days. Job postings defining the qualifications and essential functions will be posted to the District's website.

3.6C Applicant Pool:

Human Resources may solicit internal and external applicants concurrently; however, external applicants must be kept in a temporarily "closed" file. Employees from within the bargaining unit will be given first priority for all jobs prior to hiring outside applicants.

3.6D List of Qualified Applicants:

Upon close of the posting, Human Resources will create a list, ranked by seniority (high/low), across classifications. Human Resources will screen internal applicants based on the stated posting basic qualifications. Those not meeting the basic qualifications will be crossed off the interview list. In accordance with Section 3.7 A and B, Human Resources will refer out the top five (5) individuals within ten (10) working days from the closed posting date, from the chronological seniority list to receive interviews. In the instance employees share the same seniority date and have been deemed qualified, they too will be referred out for an interview.

3.6E Interview and Recommendation of Hire:

The building or program administrator will conduct the interview(s). However, the interview team may consist of up to one (1) additional administrator. In the event of a unique situation when there are not two (2) administrators at these locations: District Administration offices, Transportation, Maintenance, Warehouse, and Information- Technology Services, the District will notify the association of the District's intent to use one (1) supervisor/manager in lieu of the second administrator. With that said, the building or program administrator will make the recommended selection, and will notify Human Resources who makes the final decision.

3.6F Written Response for Non-selection:

Upon employee request, Human Resources will provide a written response indicating specifically why the interviewed employee(s) was/were not selected for the position.

3.6G Accessing External Applicant Pool:

Upon determination that no internal applicant meets the minimum qualifications and/or has not been selected through the internal interview process, Human Resources will access the external applicant file, screen, conduct interviews and hire as appropriate.

3.6H ASL Interpreter Services

The District and VAESP agree that there may be occasions for the District to contract out for ASL Interpreter services if the student need exceeds the District's ability to identify qualified applicants from our applicant pool.

The District will post a roster to recruit for ASL Interpreter positions which will be used to fill vacancies throughout the school year, and will make every effort to hire qualified candidates as the need arises. If the District does not have qualified candidates, the district will notify the Association leadership of the number of position(s) needed to be contracted.

Article 3.7 Staffing, Assignments and Seniority

3.7A Staffing:

Qualifications, ability, skill, performance, and seniority shall be the considerations when hiring job changes occur.

3.7B Qualifications Defined:

The District maintains its prerogative to interview and select applicants for employment. Employees who meet the qualifications and criteria specified on job postings may apply for such positions. The Human Resources Department shall select the best qualified applicants and refer them to the supervisor.

The district will consider two (2) years of enrollment clerk, fiscal clerk or special program clerk experience as a substitution for the minimum two (2) years of secretarial – related experience or an Associate's Degree or credits in qualifying for secretary vacancies.

Per contract language, secretaries who apply and have a successful evaluation from the previous year will receive first consideration for the vacancy. Absent secretary applicants, applicants who have two (2) years of enrollment clerk, fiscal clerk or special program clerk experience, and who have a successful evaluation from the previous year will be referred out for an interview.

Relevant experience through the interview process will be used to determine the best qualified candidate.

3.7C Awarding of Position:

When, in the determination of the District, applicants are substantially equal, the most qualified senior applicant shall be awarded the position. Final decision rests with the District.

3.7D Vacancy Placements:

The District will note vacancy placements at the end of each weekly vacancy listing. The notation will include the vacancy number, position title, location and name of the District employee assigned to the position. In the case of external applicants or excess employees, the notation will state "External" or "Excess Employee" and the name of the new hire or excess employee placed in job posting.

3.7E Placement Commitment – School Year:

Employees newly hired and assigned or who successfully apply for a posted vacancy are required to remain in the new assignment for the remainder of the school year (i.e. last official day of school). However, should a new position become available within the same building/work site, a newly hired employee will be eligible for that position and the stay-in-place would not apply.

If posted positions will not begin until the following school year, employees with a placement commitment, who are in good standing in regards to their annual evaluation for the present school year, may apply to the posting(s).

If an employee has been excessed or reassigned by the District for reasons other than performance, the employee will not be subject to a placement commitment.

3.7F Disclosure of Interview Process:

The District will provide full disclosure of the results of the Interview Process to the applicant and with the Association, upon request. The Association retains the right to review the decision with the superintendent/designee. Decisions will be fair and consistent and will not be made for arbitrary and capricious reasons. Testing procedures shall be applied uniformly to all applicants for bilingual positions and will only be applied under the guidance of the Human Resources Department.

The superintendent/designee will, upon request, meet with the employee to discuss reasons for non-selection. The employee can choose to have an Association representative present at such meeting. An employee will, upon request, be given written reasons for non-selection.

3.7G Bilingual Positions:

Bilingual Required Positions: As a condition of employment, candidates must take and pass a written and oral bilingual assessment. The test will be administered through the district office. Upon successful completion of the assessment, the employee will be placed in the permanent position and will be compensated an additional dollar (\$1.00) per hour.

The District will reimburse the employee for the cost of the bilingual assessment upon successful completion. However, the employee must remain in the District for a minimum of one (1) calendar year. If the employee leaves the District before completing one (1) calendar year of service, they must reimburse the District for the cost of the test.

When a bilingual-required position is vacated, it will be reposted as a bilingual required position.

Administrator Requested Use of Occasional Oral Bilingual Language without formal assessment: For special circumstances where occasional use of bilingual language may be helpful in the service of our students and families, the following will apply:

When assigned by their administrator or their designee(s), employees will receive an additional seventy-five (\$.75) per hour compensation for any hour(s) in which they utilize these skills.

The employee will be paid on a timesheet in one (1) hour increment(s) which will be signed by the administrator.

When it begins to affect the employee's ability to complete their regular duties, the administrator and the employee will meet to problem solve, if not resolved at that level, the Association and District will meet to problem solve a better solution.

In the event an administrator determines that there is an on-going need for bilingual skills, and it is determined that they are being used on a regular, daily basis, that employee must take and pass the written and oral bilingual assessment. Upon successful completion of the assessment and notification from the building administrator, the employee will receive an additional dollar (\$1.00) per hour.

3.7H Internal Transfers – Reporting:

When an employee accepts a new position, the District will allow the employee to report to their new position within seven (7) working days. If the transfer will take longer than seven (7) working days, the employees will receive their new rate of pay, adjusted hours and benefits beginning the eighth (8th) working day.

3.7I Internal Transfers – Probationary Period:

Employees transferring to another position through the application process shall be given a trial period of up to sixty (60) continuous working days. By the end of the trial, the employee will be evaluated and if not satisfactory, the employee shall be considered eligible for the first position available for which they are qualified, or may return to their previous position, if the District has not begun interviews.

3.7J Assigning One (1) Hour Paraeducator Time Internally – Building:

A permanent hour or less may be offered to the most senior person in the same pay category (of unassigned time) at the building, provided they have a work schedule which can reasonably accommodate the additional hour or less and will not require the reduction of regular hours. This hour or less may be based on building need, by seniority.

A building may not reduce a building vacancy to obtain the hour or less to assign within building without agreement between the District and the Association.

3.7K Technology Support Specialist Staffing and Workload:

The District will make reasonable efforts to ensure equitable staffing levels for Technology Support Specialists (TSSs) across buildings. Before implementing any changes, reductions, or additions to workload, consultation and joint efforts with the Association will take place. TSSs will be assigned workspaces at school sites and will provide virtual remote support as needed.

3.7L Assignment and Schedule- Media Clerks:

The schedule for Media Clerks will be established with input from both the Media Clerks and Teacher Librarians. The District will make reasonable efforts to adhere to agreed-upon daily schedules with minimal deviation. Media Clerk schedules will be established before the first full week of school and assignments shall be limited to a maximum of two (2) buildings per day.

3.7M Equitable Work Distribution- Media Clerks:

The District will make reasonable efforts to ensure an equitable distribution of workloads and responsibilities among Media Clerks. Adequate travel time will be provided between assigned buildings when Media Clerks are assigned to multiple worksites.

Article 3.8 Hours of Work and Overtime:

A Work Day Defined:

Eight (8) hours shall constitute a work day and forty (40) hours shall constitute a work week, to be completed within five (5) consecutive days.

3.8B Twelve (12) Month – Employees Work Hours:

Full-time, twelve (12) month secretarial, clerical and technical support specialist personnel are employed for 2080 hours a year. All salary computations will be based on the 2080 hourly year.

3.8C Ten (10) Month – Employees Work Hours:

Full-time, ten (10) month secretarial, clerical and technical support specialist personnel are employed for 1752 hours a year. All salary computations will be based on the 1752 hourly year.

3.8D Ten (10) Month Elementary Secretary, Clerk, Nine (9) Month Enrollment Clerk, and Technology Support Specialist Additional Days:

- Nine (9) month elementary enrollment clerks (including the Jim Tangeman Center) shall have their work year extended by up to eleven (11) additional days. These days shall be scheduled within the ten (10) month employee calendar in June and August and shall not result in additional compensation for the Juneteenth holiday. Any exceptions must be approved by building administration and Human Resources.
- The ten (10) month secretaries and clerks at the elementary level (including Jim Tangeman Center) will have their ten (10) month work year increased by the number of days, up to a maximum of eight (8) days. Based on mutual agreement of the employee and the school principal, the employee may be excused from all or part of the additional days and will not otherwise be compensated for additional days not worked.
- Employees and building principals may agree to utilize any of the eight (8) days, before, or after the school year to meet workload needs. No days may be scheduled that would result in overtime or additional paid holidays. Hours shall be reported and paid via a supplemental timesheet.

Ten (10) Month Tech Support Specialists will have five (5) optional, additional days to complete projects or work. These days may be used during the winter or summer break and time worked will be recorded on a timesheet.

3.8E Flexibility in Start/End Dates for Ten (10) Month – Employees:

Ten (10) month employees shall have the option to move non-student days at the beginning of the school year to the end of the school year with the concurrence of the building/program administrator.

3.8F Nine (9) Month – Employees Work Hours:

All 9 month employees will be employed on the basis of a one hundred eighty (180) work days per school year. All 9 month employees have up to ten (10) paid holidays (Pursuant to Article 3.22C, Holiday Pay Defined). All 9 month employees, when requested to work on non-student

teacher work days, shall be paid their regular hourly wage for each hour worked paid on a timesheet.

3.8G Employee Work Hours:

Starting and ending times shall be established by the District for all employees within the terms of this Agreement. If hours need to be adjusted for building needs, the administrator shall communicate the rationale in writing prior to implementation.

3.8H Duty Free Lunch:

A shift of more than five (5) hours per day shall include a minimum thirty (30) minute uninterrupted, duty-free lunch period when the employee is free to leave the work site. The meal period shall commence no less than two (2) hours but not more than five (5) hours from the beginning of the shift.

3.8I Rest Period:

Employees shall be offered a rest period of fifteen (15) minutes, on the employer's time, for each four hours worked. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

3.8J Overtime:

Time worked in excess of eight (8) hours in any one day for five (5) days per week employees, or ten hours in a day for four (4) days per week employees, or forty (40) hours in any one work week, shall constitute overtime and shall be paid at time and one-half the employee's base pay. Saturdays and Sundays will be paid based on FLSA. Holidays are paid at straight time unless the additional hours trigger overtime under FLSA. The pay for hours worked on the holiday is in addition to the holiday pay benefit. All overtime must be preauthorized by the employee's immediate supervisor utilizing the District's Overtime Authorization Form included in Appendix E (1).

3.8K Compensatory Time in Lieu of Overtime:

An employee may elect to receive compensatory time off at the rate of one and one-half hours for each hour of overtime worked, beyond eight (8) hours in a day or forty (40) hours in a week, in lieu of cash compensation. Time worked in excess of an employee's normal schedule, but not in excess of eight (8) hours in a day or forty (40) hours in a week, will be compensated on an hour-for-hour basis. For approval of overtime in emergency situations when a building administrator(s) is unavailable, the employee should contact the Executive Directors of Teaching and Learning.

3.8L Use of Comp Time-Off Within Reasonable Period:

The employee who has accrued compensatory time off, and has requested the use of such compensatory time, shall be permitted the use of the compensatory time within a reasonable period after making the request, if the use does not unduly disrupt the operations of the work site. Mere "inconvenience" is not sufficient justification to deny compensatory time requests. Compensatory time for properly recorded balances (e.g., recorded in the official payroll records) will be paid out at the end of the fiscal year (August) in which earned.

3.8M Accumulation of Compensatory Time:

The decision of the employee to be paid at the overtime rate or take compensatory time off

must be made prior to the time the overtime is worked and cannot be changed at a later date.

3.8N Shift Recall:

Employees recalled after completing a shift shall be compensated at a rate of one and one-half (1.5) for all hours worked.

3.8O Compensatory Time Fair Labor Standards Act (FLSA):

All payment or any hours worked will be in accordance with the Fair Labor Standards Act.

3.8P Reduced Work Schedule – Fridays, Before Holidays, Winter, Spring, and Summer Breaks:

The District will grant a one hour reduction at the end of the workday on Fridays and/or the day prior to a holiday, without loss of pay, in recognition of an additional supplemental holiday/vacation benefit for full-time eight (8) hour VAESP personnel working ten (10) or twelve (12) months. The same practice will be in place for Thanksgiving, winter, and spring break.

A coverage schedule will be created in collaboration with affected office staff and administrator(s) at the beginning of the school year. VAESP employee(s) assigned to cover the last hour of the day, if the office is open to the public, will receive pay commensurate with the position they are covering.

Summer reduced hours begin the first Monday after the last day of school and ends the last Friday before the first day of the new school year. The specific calendar for when these shortened work days will be in accordance with District practice.

3.8R Leave Reporting During Reduced Work Schedule Periods:

Although employees may be released one hour early during specific time periods, they are being paid on an eight (8) hour basis. Therefore, during the temporary reduction on hours/time periods, absences for payroll purposes (i.e., sick leave, vacation, or compensated or uncompensated absence), are to be reported as follows:

- i. A full day taken off must be shown on the absence report as eight (8) hours.
- ii. A morning or an afternoon taken off must be shown on the absence report as a four (4) hour reduction of time.

Article 3.9 Orientation and Training:

Employees assigned to a new position/change in position shall be given a minimum of three (3) days of comprehensive training at the commencement of their employment. The employee shall receive full pay at the rate set out for the employee's newly assigned salary classification during the period of orientation and training for a minimum of three (3) days. The employee will also receive orientation specific to their assigned building, for such things as meeting staff, obtaining schedule(s), job shadowing and/or other building specific needs for the position. The District will determine if more time is needed during the orientation process.

Employees will be given time to complete the Safe Schools training during working hours at

their regular rate of pay.

Article 3.10 Trial Period:

3.10A New Hire – Evaluation Period:

New hires will be evaluated within forty-five (45) workdays of hire.

3.10B New Hire – Probationary Period:

Each new hire covered by this Agreement shall serve a trial period for up to ninety (90) continuous working days. Upon conclusion of the trial period, if the employee has unsatisfactory performance, the employee will be terminated.

Article 3.11 Employee Evaluation:

3.11A Requirements at New Hire Employment Processing:

New employees and employees in new positions will be given a copy of the job description and the evaluation document along with an evaluation timeline.

Within sixty (60) days of hire, the Association will be given thirty (30) minutes of paid time (if attended) for the purpose of presenting information about the Association.

The meeting shall occur during new employee orientation. (Para Induction Program) For new Non-Para employees unable to attend orientation, other arrangements shall be made that are mutually agreeable between the employee, District, and Association.

The new employee meeting, coordinated by the Association, will be scheduled at a mutually agreed upon time. VAESP leadership members presenting information at the meeting must take Association Leave if the meeting is scheduled during their regular work hours.

3.11B Evaluator Timeline and Process:

The employee will be informed within the first five (5) days of duty who their evaluator will be and how the evaluation process works.

3.11C Responsible Administrator – Defined:

During the school term, secretaries, clerks, paraeducators, technology support specialists, aquatics, braille transcribers and ASL Interpreters shall report to the building and/or program administrator. All employee evaluations shall be conducted by a building and/or program administrator each school year.

3.11D Annual Evaluation Timeframe:

The annual evaluation will be completed no later than the first full week of June for all nine (9) month employees; the second full week in June for all ten (10) month employees; the third full week in June for all other employees and shall be in writing.

An employee who enters leave status after having worked at least ninety (90) days of the school year will receive an annual evaluation.

3.11E Annual Written Evaluation:

A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee.

3.11F Exclusion of Bargaining Member Participating in the Evaluation Process:

No member of the bargaining unit shall evaluate any other member of the bargaining unit or effectively participate in the evaluation process.

3.11G Procedure:

The following procedure shall be used to assist in the performance evaluation of the employee:

- Evaluation of paraeducators providing direct student services will include input from their supervising teacher(s).

3.11H Performance Concerns:

Each employee shall be evaluated once each school year, and anytime an employee's performance is considered less than satisfactory, which would require the employee to be placed on an improvement plan during the school year. The employee will be notified of the deficiency in advance of being placed on an improvement plan during the school year.

If the employee has performance issues at the point that the employee enters leave status, the performance issues will be documented and communicated to the employee and will be addressed upon the employees return to duty.

An employee shall receive a copy of their evaluation report at least twenty-four (24) hours prior to the conference if the employee is to receive an evaluation with areas marked "Does Not Meet".

3.11I Improvement Plan Timeline:

The improvement plan will allow a minimum of thirty (30) working days to remediate identified deficiencies.

If an employee who is providing direct student services is to be placed on probation, or dismissed prior to attaining regular status, an observation or observations of at least thirty (30) minutes total must be conducted by the evaluating administrator with a post observation conference to be held within three (3) working days.

3.11J Performance Evaluation:

The performance evaluation of members of the Association shall become a part of the employee's file and shall be signed by the employee at the time of the evaluation. A signature does not necessarily mean agreement with the contents of the evaluation; it merely indicates receipt of the document. The employee has the right to attach a written rebuttal, which will become a part of the employee's written personnel record.

3.11K Evaluation Appeal:

i. Evaluation Appeal, Step 1:

a. Employee Appeal of Evaluation

Within five (5) working days of receipt of an evaluation, the employee (either directly or with the assistance of the Association) will commit such appeal in writing, sign it, and present it to the supervisor. The written statement should include:

1. The nature of the appeal;
 2. The alleged discrepancies in the evaluation; and,
 3. The recommended corrections to the evaluation.
- b. Appeal Process
Within five (5) working days after receipt of the written appeal, the supervisor shall provide a written response to the employee.
- ii. **Evaluation Appeal, Step 2:**
- a. If the employee is not satisfied with the resolution at STEP ONE, within fourteen (14) calendar days after receipt of the written response, it may be appealed to the superintendent/designee. The appeal must be in writing and responsive to 3.11K.i.b.
 - b. Appeal to Superintendent or Designee
The superintendent/designee shall meet with the employee within fourteen (14) calendar days after receipt of the appeal. A written decision shall be rendered within thirty (30) calendar days of such meeting.
- iii. **Binding Arbitration, Step 3:**
- a. The grievance procedure can be utilized up to binding arbitration to resolve a dispute that pertains to proper adherence to the timelines and procedures followed in the process of evaluating an employee or any action that results in disciplinary action.

Article 3.12

3.12A Salary, Salary Payments, Placement, Longevity:

The Salary Schedule for 2025-2026 is contained in Appendix A. Additional years will be published on the portal as of September 1 each year.

Effective September 1, 2025, Appendix A will be increased by IPD (2.5%)

Effective September 1, 2025, Appendix A salary schedule will have additional adjustments from the previous year as indicated on the schedule.

Effective September 1, 2026, Appendix A will be increased by fifteen cents (\$.15) IPD.

For the 2027-2028 school year, the Parties agree to re-open negotiations for the sole purpose of determining a wage adjustment to base salaries at or above IPD. This reopener shall not apply to any other form of compensation. Each party may bring up to four specific (based on one section) non-financial language issues for negotiation.

3.12B Mandatory Direct Deposit:

New employees are required to establish direct deposit arrangements for pay purposes within two (2) full pay periods of employment.

All compensation owed to an employee who is leaving the District shall be paid in accordance with current District practice.

The District agrees to maintain the current range salary schedule to include:

- i. Sufficient funds to maintain the current incremental pattern if it is agreed to grant increments in negotiations.
- ii. Any funds provided by legislative mandate for the specific purpose of wage increases for classified personnel, (i.e., Implicit Price Deflator [IPD]).

3.12C Twelve (12) Month Employee Pay Distribution:

Rates on the twelve-month secretarial/clerical salary, technology support specialist and aquatic schedule are for full-time annual employment, 2080 hours. Twelve (12) month personnel will be paid monthly in twelve equal payments.

3.12D Nine (9) and Ten (10) Month Pay Distribution:

Rates on the nine (9) and ten (10) month secretarial/clerical, technology support specialist and braille transcriber salary schedules are for annual employment of 1512 and 1752 hours, respectively. Nine (9) month and ten (10) month secretarial/clerical, technology support specialist personnel who have assignments at four (4) hours per day or greater and ten (10) month secretarial/clerical and technology support specialist personnel will be paid monthly in twelve (12) equal payments. Paraeducators will be paid according to the number of hours worked and may request payment in twelve (12) equal installments.

3.12E Pay Rates for Summer Employment:

Hourly rates for summer employment will be at the established rate for that position.

3.12F Longevity:

Employees will receive an hourly longevity with the completion of four (4) years, six (6) years, ten (10) years, fifteen (15) years, twenty (20) years, and twenty-five (25) years of service respectively (substitute experience excluded). Employees who have an anniversary date falling between September 1 and August 31 will receive their respective longevity stipend on September 1.

Article 3.13 Professional Certification:

Certification Stipend of Fifty Five Cents (\$.55) for Administrative Support Staff:

Effective September 1, 2001, all certification steps are replaced by a single certification. Employees who have successfully completed advanced education comparable to two years of education beyond the high school level will receive an hourly enhancement of fifty-five cents (\$.55) per hour. Comparable education includes professional development that is job related and that required an investment of time and study which approximated an associate degree such as a business school, two years of post-secondary or occupational training, or a comparable professional certification program. The determination of comparability in cases other than the above will be made by the District in consultation with the Association.

Article 3.14 Training/In-service

3.14A Training for Newly Hired Special Education Paraeducators

The district agrees to provide two and one half (2.5) hours of paid de-escalation training to all newly hired Special Program Paraeducators prior to reporting to their first day of work.

3.14B Pre-duty Day – Nine (9) Month Paraeducator:

One pre-duty day will be added to the existing 180 working day schedule for nine (9) month

Paraeducators. The pre-duty day will be determined by the District and will be in advance of the start of the school year. The additional day is intended to allow paraeducators to participate in building-wide planning and preparation for the first student day. The pre-duty day will be seven (7) hours in length for all paraeducators regardless of their normal work schedule and paid on a timesheet. For school years where this is a scheduled work day preceding a holiday, the District will pay holiday pay to paraeducators for Labor Day based on their normal work schedule (e.g., 3.5 hours, 5 hours, etc.). As a pre-duty day, the use of leave would not be appropriate, and employees who do not participate in the pre-duty day would not be entitled to receive holiday pay.

3.14C Training day – Nine (9) Month Employees:

One seven (7) hour in-service day will be added to the existing working day schedule for all nine (9) month paraeducators. A joint committee of association and district representatives will be established to plan and support relevant training. The scheduling of this day will be determined by the District.

Nine (9) month employees attending workshops/seminars or training courses required by the District for continued employment will be paid by the District at the employee's base hourly rate of pay for all time in attendance plus any fee or tuition.

3.14D Professional Development Training Distribution:

The District shall allocate the professional development training account as follows:

- (\$12,000) to support District-wide training nine (9) month paraeducators, (i.e., guest speakers, materials, etc.) in support of the district-wide in-service day.

The Association President shall be notified in writing, upon request, the balance in the fund account.

3.14E Professional Development Year Defined:

The Professional Development year runs July 1 through June 30, and all completed claims for a given school year must be provided to the Human Resources Department by June 30 to be eligible for reimbursement.

3.14F Professional Development:

- i. The District shall pay all required fees, certificates, health tests, and in-service needed to maintain the job.
- ii. Secretaries and employees who are identified as having Health Room duties in their job description will be CPR/AED and First Aid certified.
- iii. Required classes attended by employees outside the workday will be paid in accordance with the Fair Labor Standards Act (FLSA). Tuition and books will be paid for by the district for required courses.
- iv. Employees attending training courses, seminars, professional conferences, or workshops requested by the employee and approved by the district will suffer no loss of regular salary if the course requires them to attend during their regular employment time.

3.14G Special Meetings:

Classified employees, who are requested to participate in district activities, such as staff meetings, site-based decision-making meetings, in-service training, etc., shall be compensated at their regular hourly rate of pay when other faculty members are compensated for similar work.

3.14H Mandatory Comprehensive Training:

The District shall provide mandatory, comprehensive in-person training sessions for all Clerical Office Staff. The District shall provide a one-page training calendar for all mandatory training from SWA/SIS/Records.

Secretaries at the elementary and secondary levels shall receive training in Student Information Systems (SIS) and other tasks throughout the school year (including but not limited to absence management/substitute procedures, safety protocols, payroll/HR, communication tools/ websites, and any job specific programs or applications, etc).

Article 3.15 Office Staffing:

3.15A Distribution of Elementary Enrollment and Health/Office Clerk Hours:

Elementary enrollment clerks shall be assigned seven (7) hours per day per building.

RBG Elementary shall be assigned five (5) hours per day in the 2025-2026 school year, six (6) hours per day in the 2026-2027 school year, and seven (7) hours per day in the 2027-2028 school year.

Elementary school: A school that provides instruction to students in kindergarten through grade 5.

Educational Program: A program that provides specialized instruction and/or services to students outside of the traditional elementary and secondary school model.

Beginning with the 22/23 school year, all elementary schools will have a Health/Office Clerk. A minimum of sixty-six (66) hours will be allocated. Each building will receive the hours detailed in the District's Health/Office clerk model presented on November 3, 2021. For the duration of the contract the hours allocated to each building will not decrease but may increase. The Health/Office clerk will be trained and have access to the Student Information System. This language is in reference to staff levels at school buildings and does not superseded layoff language in Article 4.2C or the seniority language in Article 3.16.

3.15B Workload During Peak Work Periods (Elementary/Secondary):

Supervisors will collaborate with the employee(s) to determine the appropriate solution(s) needed to complete the workload during the peak work period(s). Collaborative options may include substitute support, overtime, workload redistribution, or work prioritization.

3.15C Additional Duties outside of regular work assignment 10 months:

Building administrators, in consultation with clerical staff, will devise a plan/process to provide for additional assistance during high volume time. Their drafted plans shall be submitted as a funding request by the site administrator(s) to the Executive Directors of Teaching and Learning (as appropriate in central administration for consideration). Employees who are

assigned job duties within their job description that start before/after their ten (10) month work schedule will be compensated at their regular rate of pay, work requested beyond eight (8) hours a day will be compensated as overtime.

3.15D Assigning Paraeducator Time to Clerk:

After being offered to building paraeducators, pursuant to Article III, Section 17, part-time clerical staff can be assigned additional time for paraeducator duties. This would be allowed for the amount of time for one (1) hour or less. This additional one (1) hour or less can be allocated only for the current school year. Clerical staff granted one (1) hour or less will earn the same hourly rate of pay as in the clerical assignment. Employees will earn seniority as stipulated for clerks and secretaries.

An employee may submit a written request to the immediate supervisor asking for a change in work hours. If the request is not approved, the supervisor will forward the request with the rationale for the rejection to the Administrator of Human Resources.

3.15E Unused Paraeducator Time:

After paraeducator time has been fully allocated in a school building, any remaining hours may be temporarily assigned to clerical staff based on seniority, not to exceed one hour per person and subject to their schedule availability. Hours will be prorated from para to clerical rates and require approval by the building administrator and HR. This may only occur if all safety related para assignments are filled, and the funding source permits clerical time.

3.15F Procedures for Managing Count:

The District will maintain clear, written procedures for managing Count and unofficial Count at all school buildings. These procedures will outline who is responsible at the school building and central office and how the process will be managed.

3.15G Enrollment Boundary Communication:

The enrollment clerks who are required to do boundary exceptions, choice, and lottery programs shall have all information available to process the request.

3.15H Special Education Transportation:

Enrollment clerks at schools and/or the District office shall not be responsible for coordinating special education transportation. These responsibilities shall be led by special services. School-based staff may be asked to help provide information as needed.

3.15I Immunization Responsibilities and FERPA Compliance:

1. Immunization records received in elementary schools will be entered into the Washington State system by the Special Program Nursing Clerk and the school nurse; immunization records received in secondary schools will be entered by the Centralized Enrollment Clerks. Employees responsible for entering immunization records into the Washington State system will receive appropriate training before starting this task. Employees will not be held legally liable for any errors or omissions in record entry. A registered nurse will be available to answer questions related to the entry process.
2. In order to comply with FERPA law, Centralized Clerks shall be provided appropriate privacy equipment and space.

Article 3.16 Seniority:

3.16A Job Categories:

Employees may apply and be considered for placement outside of their job category. Members will be considered based on their qualifications and preparation for the new job category. Following their interviews, when making a recommendation to hire, if multiple scores are equal, seniority will apply.

The following are the identified as the five (5) job category seniority lists. Each line within a job category is a job classification.

- | |
|---|
| 1. Secretaries |
| 2. Enrollment Clerks
Special Program Clerks
Fiscal Clerks |
| 3. Clerks <ul style="list-style-type: none">• Media• Attendance• Discipline• Counseling• Career Center• K-12• Aquatics• Health/Office |
| 4. Paraeducator <ul style="list-style-type: none">• General Paraeducator• Learning Support Paraeducator• Special Program Paraeducator I• Special Program Paraeducator II• Special Program Paraeducator III• Braille Transcribers• ASL Interpreter |
| 5. Technology Support Specialist |

These provisions do not affect total seniority within the District for all other purposes, nor do they apply to employees who are determined to be excessed from their position.

3.16B Seniority List:

The District in conjunction with the Association, shall set up five (5) seniority lists as described above. New employees shall be added at the bottom of the appropriate list in order of their first day of regular employment. Seniority lists by subcategory shall be set up and provided to

each building in January of each school year. The seniority list will also be accessible through the District website in the Human Resources Portal. The District shall provide an updated seniority list by subcategory prior to implementing RIF action.

3.16C Eligibility of Seniority Date:

Seniority will be dated as the first day of regular employment. All employees will remain on the appropriate seniority list for two (2) years in the event of a layoff.

3.16D Credit for Prior Service for Breaks Less than a Year:

Employees who resign from their VAESP position and subsequently return to regular work status within one (1) year of resignation shall retain full seniority rights but will have their seniority and longevity date adjusted by the period of the leave.

3.16E Temporary Assignments and Seniority:

Employees who remain on a temporary assignment in excess of ninety (90) consecutive working days (exclusive of paid leave days) and who subsequently compete for the assignment will be granted seniority on the first day in the temporary assignment.

Article 3.17 Conditional Employment:

3.17A Temporary Position:

“Temporary Positions” applies to assignments expected to last ninety (90) days or less. The position will be posted on the ninety-first (91st) day. Hours assigned to 1:1 paraeducators are dependent upon the student’s Individualized Education Program (IEP) and may change as the IEP is changed.

3.17B Assigning of Temporary Hours – Internal:

Hours under this section will first be assigned to the most senior, qualified employee at the work site, provided they have a work schedule which can reasonably accommodate the additional hours or will not require the reduction of regular hours. The exception to this is for the special education one-on-one (1:1) paraeducator whose assignment/time with a student is increased. If the current one-on-one (1:1) paraeducator does not want the additional hours, then the additional hours will be offered to the most senior paraeducator in the building. The employee who accepts these hours shall be given written notification of their temporary nature. Upon acceptance of the additional hours the employee’s District paid benefits contributions shall reflect the additional hours.

3.17C Assigning of Temporary Hours – External:

If no employee at the work site can or will accept the additional hours, they will be filled by substitute employees or through a posting for temporary hours for internal or external applicants.

3.17D Assigning of Temporary Hours – Bus Ridership:

Bus Ridership hours will be offered first to the employee who is serving the student per the student’s Individualized Educational Program (IEP). Special Services submits a PAF for the temporary time, noting it is for Bus Ridership. If the employee with the one-on-one (1:1) assignment doesn’t want to do bus ridership then the position will be hired through the normal process as outlined in Article 3.6. In the event that the student no longer requires bus

ridership the hours will be reduced from the employee to whom the additional hours were assigned. Any employee who rides a bus with a student(s) will have the additional hours reflected in their compensation, if it is beyond their regular working hours. If the employee needs to leave their car at a place other than their regular work place, they will be transported back and forth without cost to the employee. The employee's vehicle will be covered by the District's insurance as stated in Article 3.24B.

3.18E Withdrawal of Temporary Hours:

When hours under this section are reduced they will be withdrawn, without excessing procedures, from the same employee to whom they were assigned.

3.17F Temporary Hours – Unique Situations Greater Than Ninety (90) Days:

In unique situations when temporary hours continue beyond ninety (90) days, the Association and the District shall meet and confer about the continuation of hours beyond the ninety (90) days. If the hours are continued into the following school year, the hours will become a position and will be subject to normal posting procedures.

Article 3.18 Seasonal/Summer Employment:

It is agreed that because of the seasonal type of work required and the time element involved, qualified bargaining unit employees will be given first consideration before hiring outside applicants.

Seasonal school assignments shall be offered in the following priority sequence:

- i. Direct relationship with student in building one-on-one (1:1) paraeducator
- ii. In building and seniority
- iii. District seniority

Article 3.19 VAESP Hourly Wage Placement:

All personnel will be assigned to a salary classification which is appropriate to the position held as defined in the approved VAESP hourly wage schedule.

3.19A Hourly Wage Placement:

Employees will normally be placed on the hourly wage schedule for the position being transferred to at the same level as currently held (i.e., base level to base level, or professional level to professional level). Employees' years of service for advancement to the professional level are based on the years of service with the District and not years of service in the position.

Employees transferring to a lower classification shall be placed on the salary schedule at the same level as currently held (i.e., base level to base level, or professional level to professional level) on the classification appropriate to the position into which they are transferring.

3.19B Temporary Promotion:

When an administrator directs an employee to perform services regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification while performing that work and the employee will be able

to use the work as experience.

Article 3.20 Reclassification:

3.20 Reclassification Review and Appeal Procedures:

An employee who believes they have factual information suggesting that their position should be classified to another job category may request a review and/or appeal of the classification. The following steps govern a request for review/appeal:

- i. The employee will obtain a copy of the position description and qualification requirements applicable to the member's current classification and the proposed classification.
- ii. The employee will have a meeting date scheduled with their building or department administrator and a human resource specialist within ten (10) working days of the request to review the requirements of the current and proposed position and the factual basis supporting a change in classification.
- iii. The employee will be provided with the written results of the position review within ten (10) workdays from the date of the initial meeting.
- iv. If the review does not confirm the proposed change in classification, the member may appeal the decision. An appeal will be in writing and must outline the factual basis for the proposed classification and any areas of disagreement with the written results. Such written appeal must be based on a factual comparison of duties and responsibilities. Classification proposals based on levels of performance of currently assigned duties will not form the basis for a classification appeal. The written appeal will be submitted through the administrator to the Human Resources Department.
- v. Within twenty (20) workdays of receipt of a written appeal meeting the conditions in (iv.) above, the Human Resources Department will convene a classification appeal committee. The Committee will be co-chaired by the Human Resources Director and the Association President or their designees, and will consist of an association representative currently working in the proposed classification, an administrator knowledgeable of the work area, and a human resources specialist. Each committee participant is a voting member.
- vi. The appeal committee will base its review on the written record. The member will have the opportunity to verbally present their rationale for a change in classification consistent with the above. The employee will be given the opportunity to respond to questions raised by the committee. The committee, at its discretion, may call upon additional parties to answer questions or obtain additional supporting material.
- vii. The committee will render a decision within seven (7) workdays of the appeal meeting unless the obtaining of additional information is necessary. In which case, the decision may be delayed for no longer than fifteen (15) workdays to gather the additional information and, if necessary, reconvene.
- viii. The decision of the committee is final and not subject to grievance procedures or

further review.

Article 3.21 Termination/Resignation:

3.21A Vacation Leave Cash Out:

Upon termination, each employee shall be entitled to regular pay for each hour of unused vacation entitlement in accordance with Article 3.23 (Vacation), and in accordance with state law.

3.21B Written Notice of Termination to Employee:

In all cases where an employee is terminated during the normal work year, the District shall provide the employee, in writing, a statement setting forth the reasons for the termination at the time notice of termination is given.

3.21 C Resignation:

Employees will give the District written notice of intent to resign from employment at least two (2) weeks in advance of leaving.

Article 3.22 Holidays:

The following will be observed as paid holidays for all VAESP employees when the holiday falls within the scheduled work year:

3.22 A Holidays Observed:

New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Juneteenth, Labor Day, July Fourth, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas.

If the holiday falls on a weekend, the holiday will be observed on the day specified by the School District calendar.

3.22B Twelve (12) Month Employees – Additional Winter Holiday:

The District will designate and grant one (1) additional paid holiday for regular twelve (12) month employees, to be observed on the day before or day after Christmas Day, when school is not in session during winter break.

The District shall designate whether the day before or after Christmas Day shall be the paid holiday (e.g. if Christmas Eve falls on a Sunday, the District will designate the additional holiday the day after Christmas). The additional paid holiday is built into the 2080 hour Agreement as an observed holiday over winter break in the Collective Bargaining Agreement.

3.22C Holiday Pay Defined:

Provided employees work the scheduled working day before and the scheduled working day after a holiday, the employees shall receive pay for the holiday(s) based upon the hours of work usually performed by them and at their classification rate.

An employee shall be considered as working the scheduled working day even if such day is within the employee's vacation, or the employee is absent on compensated leave.

3.22D Holiday Pay Defined – Temporary or Acting Assignments:

An employee on temporary or acting assignment to a higher classification or a different hourly schedule on the workday before and the workday after the holiday, will be paid for the rate and number of hours applicable to the acting or temporary assignment.

3.22E Holiday Falling Within Vacation Period:

If a holiday, as set forth in this section, occurs when an employee is on vacation, the holiday shall not be deemed a day of vacation taken by the employee.

3.22F Ten (10) Month Employees Entitlement Days:

The District will grant ten (10) month employees five (5) paid holidays to be taken during the spring holiday period. The five (5) days are non-cumulative.

3.22G Twelve (12) Month Employees Entitlement Days:

The District will grant twelve (12) month employees five (5) paid holidays to be taken either during the winter holiday and/or the spring holiday periods as mutually agreed by the employee and the District. The five (5) days are non-cumulative.

3.22H Alternative Entitlement Day Scheduling:

Due to the operational necessity of having aquatics staff available during peak pool usage times, the Aquatics Coordinator and Assistant Aquatics Coordinator will be exempt from the requirement to take their five (5) entitlement days exclusively during the winter and/or spring holiday periods.

The Aquatics Coordinator and Assistant Aquatics Coordinator may instead take their five (5) entitlement days on designated dates determined by the District. These dates will align with periods when the pool facilities are closed or operationally slow, as designated by the District, to ensure minimal disruption to pool services.

Article 3.23 Vacation:

3.23A Accrual Days and Hours Defined:

Twelve (12) month employees earn ten (10) days' vacation with pay each year, except as noted below, to be accumulated at the rate of 6.67 hours for each month worked.

3.23B Accrual Rate for Five (5) Years of Service:

Upon completion of five (5) consecutive years of service, full-time employees shall be credited with an additional five (5) days' vacation, and thereafter shall be entitled to fifteen (15) days' vacation with pay each year to be accumulated at the rate of ten (10) hours for each month worked.

3.23C Accrual Rate for Eleven (11) Years of Service:

Upon completion of eleven (11) consecutive years of service, full-time employees shall be credited with an additional five (5) days' vacation, and thereafter shall be entitled twenty (20) days' vacation with pay each year, to be accumulated at the rate of 13.34 hours for each month worked.

3.23D Accrual Rate for Twenty (20) Years of Service:

Upon completion of twenty (20) consecutive years of service, full-time employees shall be credited with an additional five (5) work days' vacation, and thereafter shall be entitled to twenty-five (25) days' vacation with pay, to be accumulated at the rate of 16.67 hours for each

month worked.

3.23E Eligibility to Use Accrued Vacation:

Vacation must be taken at a time which is mutually agreed upon by the employee and the District. Every attempt shall be made to afford employees the opportunity to take their entire vacation at one time if desired. A request for vacation time during the school year may be granted with the permission of the employee's supervisor.

3.23F Calculation of Vacation Time:

For the purpose of calculating vacation time, computations will be based on the employee's most recent beginning date of employment or vacation credit date as established.

3.23G Vacation Credit – Ten (10) Months Moving to Twelve (12) Months:

Ten month employees will be given credit toward vacation time as outlined in the Agreement when moving to a twelve month position. It will be computed on total number of hours worked in a ten month position as related to a twelve month, 2080 hour work year. A vacation credit date will be established in accordance with this provision.

3.23H Vacation Credit – Nine (9) Months When Moving to Twelve (12) Months Position:

Nine month employees will be given credit toward vacation time as outlined in the Agreement moving to a twelve-month position, computed at five months of credit for every nine months of employment. A vacation credit date will be established in accordance with this provision.

A twelve (12) month employee who has worked for more than one-half the calendar month shall be considered to have worked a full month for vacation credit. It shall be understood that there will be no fraction of the third, fourth or fifth week granted; it will be necessary for the employee to complete the full five (5) years' service for fifteen (15) days' vacation; and the full eleven (11) years' service for twenty (20) days; and the full twenty (20) years' service for twenty-five (25) days' vacation with pay, except that if the employee attains the five (5), eleven (11) or twenty (20) years' service on or prior to September 1, such vacation may be taken during the immediate preceding summer months. If the employee desires to take advantage of this provision, written application to do so must be made to the Human Resources Department one (1) month prior to use of such vacation time.

3.23I Vacation Cash Out:

It is provided that the vacation time accumulated shall be paid at straight time rate either when the vacation is taken or when the employee terminates or is terminated.

3.23J Rate for Vacation Cash Out:

For the purpose of computing time to be paid as vacation, the base rate of the employee's regular position shall be used.

Article 3.24 Employee Protection:

3.24A Employee Insurance Protection:

The Board shall provide employees with insurance protection covering them while they are engaged in the maintenance of order, discipline, the protection of school personnel, students,

and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or its representative.

3.24B Reimbursement of Personal Property:

The District or its insurer(s) will reimburse the employee, as obligated by statute, for loss or damage of up to five hundred dollars (\$500) to personal property caused while such employees are engaged in:

- i. The maintenance of order and discipline;
- ii. The protection of school personnel, school property, or students; or
- iii. The supervision of students or school equipment.

The District agrees to budget five thousand dollars (\$5000) per year for the purpose of reimbursing employees whose personal property is lost or damaged as a result of theft and/or vandalism.

3.23C Personal Property Defined:

"Personal property" is defined as eyeglasses, contact lenses, hearing aids, dentures, watches, articles of clothing, or a vehicle. Loss or theft of cash is NOT covered.

3.24D Reimbursement for Auto Damage:

In the event of automobile damage as a result of theft and/or vandalism, the District will reimburse employees up to five hundred dollars (\$500), or the cost of the insurance deductible, whichever is less, for repair or replacement.

3.24E Process for Reporting Loss:

In cases of automobile theft or damage, the employee must report the incident to the appropriate law enforcement agency within forty-eight (48) hours of knowledge of the incident and a copy of this report must be provided to the employee's supervisor.

3.24F Proof of Loss:

The employee must complete a Proof of Loss and Claim Reimbursement form and attach any receipts or cost estimates that explain the amount of theft, vandalism, or damage. The claim for reimbursement must be made to the employee's supervisor within ten (10) days of the loss or the claim shall be deemed waived by the employee.

3.24G Repair and Replacement Costs:

Repair and replacement costs shall be based upon the most current and available estimate of current value, rates, and/or prices.

Claims that meet the requirements of this section will be paid within one accounting cycle of receipt and validation of the claim.

3.24H Scope of Responsibility or Employee Duty:

Employees will not be requested nor required to perform any duty normally performed by a certificated employee or requiring a teaching certificate.

3.24I Safe and Healthful Environment:

It is the District's policy to make every reasonable effort to provide a safe and healthful

environment for students and employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. The District will call upon other agencies such as the police, the courts, and social agencies to help preserve the health and safety of all persons involved in a school situation.

The District shall ensure that all employees have readily accessible radios (walkie-talkies) when it's determined by an administrator that it's reasonable. They will be ordered within thirty (30) working days to ensure a safe working and learning environment for both staff and students.

3.24J Maintenance of Control and Discipline of Students:

Pursuant to WAC 392.400, the employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The employer or its designated representative shall take reasonable steps to assume the legal responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

3.24K Injury due to Significant Behavior Related Leave:

Employees missing work as a result of significant behavior related to the performance of their duties will be paid for any missed work days without sick leave deductions. Before pay is authorized, an investigation will be conducted by the District to determine the authenticity of the situation.

3.24L Principal Responsible for Supervision, etc.:

The principal will assume administrative authority and responsibility for the supervision, counseling and discipline of students. When student supervision, counseling, or discipline occurs in an office setting, the District will take reasonable steps to limit unnecessary access to confidential information.

3.24M Use of Restraint by a District Employee:

Pursuant to RCW 28A.600.485, an employee is authorized to use restraining methods only when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm as defined in RCW 71.05.020.

3.24N Establishment of a Pool to Perform Catheterization Duties and Rate of Pay Defined:

The District may solicit a pool of volunteers who are willing to receive training in, and perform catheterization duties. These employees will be used at the District's discretion in performing such duties. When necessary, the District may reassign an employee who has not volunteered for catheterization duties and replace them with an employee who has agreed to training and performance of catheterization duties. For all days during which the employee performs catheterization duties they will receive additional compensation of ten dollars (\$10) per day, submitted on a timesheet.

The Association and the District may mutually agree to extend the additional compensation in other compelling situations when other reasonable accommodations are not available and the additional compensation is necessary to staff the position. It is understood that this would be unique situations that are not normally part of the job.

3.240 Transitional Time:

When a paraeducator is assigned to move between duties during the work day, a five (5) minute transition time will be given to allow for the transition between those duties. This transition time is not a break.

3.24P Special Education Paraeducators Compensation:

Special Program Paraeducators may at times be exposed to students with significant behavior which may result in repeated physical injury. While significant behavior can occur in any classroom situation, when this behavior is exhibited at a high frequency and degree of severity and is displayed over an extended period of time (i.e., three (3) weeks or more), it warrants special accommodation, protection and consideration.

The process to review data has been developed in collaboration between the Association and the District, and will be utilized when a paraeducator is experiencing behavior at a high frequency and degree of severity over an extended period of time within a classroom situation. All special education classrooms and administrators will be given a copy of this procedure and the documents needed to support the request.

Special Program Paraeducators, to include learning support paraeducators, not in these programs who are working with students exhibiting significant behavior may qualify for the next higher paraeducator hourly rate. In order to receive it, building admin work with special services assistant director to review data. The higher rate of pay will be reviewed periodically to determine if still necessary.

3.24P1 CPI and Ukeru Testing Guidelines:

All materials for CPI and Ukeru trainings will be given to the staff on or before the first day of the course. Special Program Paraeducators I will test for Ukeru certification. Special Program Paraeducators II & III will test for both CPI & Ukeru certifications. If the employee fails the written or physical portions of the test(s) for certification, they will have two (2) more opportunities to pass the test.

If an employee does not pass the written and/or physical portion of the test, the following steps will occur (in steps 1 and 2), during a three (3) week retest window.

Step:

- i. If the employee does not pass the initial test, they will remain in their current position during the three (3) week retest window and may not respond to a student who is escalated.
- ii. If the employee does not pass the test for the second time, they remain in their current position with the understanding that they may not respond to a student who is escalated, not to exceed the three (3) week retake period that initiated in step 1.
- iii. If the employee does not pass the final test during the three (3) week period initially started in step 1, they will be reassigned to another paraeducator position, if available, that does not require Ukeru and/or CPI certification.

The employee must retake and pass the initial Ukeru and/or CPI test(s) in order to remain in a Special Program Paraeducator II or III position.

General and Learning Support paraeducators have the option to attend the de-escalation

portion of the Ukeru training but shall not obtain certification. If required by the Director of Special Services to receive certification, they will move to the next base lane on the salary schedule for that school year. If directed by the Director of Special Services to attend the training outside of their normal work hours, they will be paid on a time sheet.

3.24P2 Paraeducator Clinical Hours:

The District shall provide the opportunity for all program paraeducators (not to include 1:1's) assigned to special programs and the Jim Tangeman Center up to two (2) hours per week of clinical supervision time, as scheduled by the teacher of record, for the purpose of: training, reviewing special education, documents, complete data collection, and collaborating with colleagues, including the certificated special education teacher. Clinical supervision time may be available equally over 36 weeks to each program paraeducator. Clinicals may be held weekly, and time cannot be carried over or combined, except with the advance approval of an appropriate supervisor.

1:1 paraeducators shall not participate in clinicals unless it is agreed upon by the assistant director of special services and building administrator.

3.24Q Paraeducators – Special Circumstances:

Building and Special Services administrators will determine greatest need in the building based upon student and staff absences, along with unfilled paraeducator positions.

Learning Support paraeducators and 1:1's supporting students in learning support may be moved to support other students in learning support within the same building.

Special education program paraeducators may be moved to support other special education program/students within the same building. Moving paraeducators from their regular assignment shall be a last resort. If the same classroom is impacted by the movement of paraeducators for more than five (5) consecutive days or ten (10) times in a semester, the impacted paraeducators may request a meeting with the building administrator. This meeting should include the building administrator, impacted classroom paraeducators, and may include the case manager and/or the special services assistant director.

3.24R Jim Tangeman Center (JTC):

Special Program Paraeducators III assigned to the Jim Tangeman Center must satisfactorily pass the CPI and Ukeru training or other district-determined crisis response training. These paraeducators will receive the Special Programs Paraeducator III hourly rate of compensation.

Additionally, the District will compensate paraeducators for two (2) additional pre-duty days for additional training.

Furthermore, any paraeducators who are hired at Jim Tangeman Center must remain in the position for one (1) school year, unless otherwise mutually agreed upon between the District and the Association.

3.24S Use of Personal Car and Reimbursement:

An employee required to use a personal car on District business shall be compensated at the rate per mile established by the Internal Revenue Service (IRS) as appropriate for business use of a private vehicle. The rate will be adjusted in a timely manner whenever needed to

keep it contemporary with the latest IRS regulations. Mileage will be authorized and validated by the proper administrator in accordance with the budget and the established policies and regulations of the District. No employee will be required to transport students of Vancouver Public Schools in their own personal vehicle.

3.24T Mileage Reimbursement for Multiple Work Sites – District Directed:

Employees who are assigned to multiple work sites as a District established job requirement (e.g. technology support specialists and media clerks assigned to two or more locations or excessed employees whose entitlements can only be accomplished with multiple assignments) will be reimbursed mileage for travel between work sites and will be allowed reasonable duty time to perform such travel. Mileage reimbursement will be at the IRS approved rate and processed through Accounts Payable using the District mileage reimbursement form. This provision does not apply to part-time employees who apply and are selected for additional part-time positions in other locations. Such employees are considered to have separate positions at different worksites as a matter of choice for the purpose of expanding their work-hours and not as a job requirement established by the District.

3.24U Para Ratio:

The District and Association recognize the importance of adequate safety supervisions, to provide a safe working and learning environment.

For safety reasons, it is imperative to carefully consider the ratio of paraeducators to students in safety supervision areas. At the beginning of each school year, building administrators, supervising paraeducators, and VAESP building representatives will meet to develop a supervision schedule that examines student to paraeducator ratios, exclusive of 1:1 paraeducators, to ensure student and staff safety. This supervision schedule will be reviewed at least twice per school year to ensure the supervision schedule meets the needs of the building and provides adequate safety for students. The first meeting shall occur within the first ten (10) school days. Questions relating to health and safety should be referred to the building Safety Committee, which includes one VAESP committee member, for action.

3.24V Employee Access to IEP, IHP, BIP & ERP:

Necessary office staff and employees assigned to provide instruction or supervision to student(s) with special needs shall have access to the student's Individualized Education Program (IEP), Individualized Healthcare Plan (IHP), Behavior Intervention Plan (BIP), and Emergency Response Plan (ERP).

3.24W Student Supervision- Media Clerks:

At the elementary and middle school levels, Media Clerks shall not be required to oversee students before or after school, during recess, or during lunch unless a certificated staff member or administrator is present. At the secondary level, Media Clerks may oversee a reasonable number of students (e.g., Running Start, Cascadia) as determined collaboratively by building administration, teacher-librarians, and Media Clerks. Whole classes visiting the library must be accompanied by a certificated classroom teacher at all times.

3.24X Managing Student Behavior- Media Clerks:

Libraries shall not serve as holding areas for students facing behavioral challenges. The District will ensure that students are not sent to libraries as a remedy for behavior management.

Article 3.25 Special Work Conditions:

No employee shall be called for less than three (3) hours of work in any one day except by mutual agreement between the employee and the District.

No employee shall be required to work a split shift unless it is agreed upon by the employee. Employees who are not scheduled to be on duty under such situations shall not lose pay if the time lost can be rescheduled.

In the event schools are closed because of conditions considered to be hazardous to the safety of children (i.e., snow days), the following shall prevail:

3.25A Weather Related Delays and Closures:

Delayed Start:

All employees are expected to report based upon their normal schedule. Nine (9) month paraeducators should report as close to the normal working schedule as possible to assist in preparing for the late start and in helping to accommodate students who may arrive on time regardless of the announced delay.

Employees who are unable to report due to a personal situation may be permitted to make up the lost time outside of regular work hours if the time lost can be made-up within one pay period, or at the end of the school year, or choose to use personal or vacation leave, if available, or take uncompensated leave or make alternative arrangements with their building or program administrator/supervisor.

Emergency leave procedures only apply when the District closes schools and does not apply in late start situations.

School Closure:

Nine (9) month employees should not report for duty. The school day will be rescheduled, and the time will be worked on the make-up day(s).

Ten (10) month employees should not report for duty. The workday will be rescheduled, and the time will be added to the end of the 10-month calendar.

Twelve (12) month employees assigned to school buildings may report. Those who do not report have a choice to take up to two (2) Weather Emergency Leave days, take uncompensated leave, personal leave, vacation leave, or emergency leave.

Twelve (12) month employees assigned to the Administrative office and auxiliary sites (e.g. Propstra Pool, Jim Parsley Center, Maintenance, Transportation, and Warehouse) are to report for duty as soon as driving conditions allow unless the Superintendent officially closes the Administrative office and auxiliary sites. Those who do not report have a choice to take up to two (2) Weather Emergency Leave days, take uncompensated leave, personal leave, vacation leave, or emergency leave.

- Emergency leave allows the employee to access any leave balance such as personal

- leave, vacation leave, or sick leave. Emergency leave is not an additional leave entitlement beyond that otherwise earned.
- Use of leave would be the full day for employees who did not report to work, or partial day for employees who report late or leave early.

In the event that the Office of the Superintendent of Public Instruction (OSPI) grants a waiver of make-up days, employees will suffer no loss of pay and will not be required to make-up lost time.

Twelve (12) month employees will receive Weather Emergency Leave of up to two (2) days per year. This leave does not come from any other leave and is borne by the District. The employee shall be responsible for completing any work from the missed work day(s) without the use of overtime.

Article 3.26 Notification of Assignment:

At the end of each school year, paraeducators will be notified about possible employment for the following year.

Continuing paraeducators shall be notified in writing of their work assignment for the forthcoming work year at the District designated pre-duty day.

Such notice shall contain, as a minimum, the following information:

- i. The expected number of hours and days to be worked
- ii. Rate of pay and position on the salary schedule
- iii. Immediate administrative supervisor
- iv. Location/worksite

ARTICLE 4: PARAEUCATOR ASSIGNING/ADJUSTMENT OF HOURS, AND EXCESS

Article 4.1 Assigning/Adjusting of Hours:

4.1A Assigning of Hours:

Every effort shall be made to assign continuing paraeducators to at least the number of hours each had at the end of the previous school year, exclusive of temporary (e.g., overload hours, extended day tutoring, voluntary special needs supervision etc.) hours. Any subsequent increase in building hours shall first be directed, in seniority order, to satisfy this section after building excess assignments are made.

4.1B Increasing Hours:

Once assigning of hours has been satisfied, increased hours at the work site must be offered first to the most senior paraeducator, within the same classification, providing they have a work schedule which can accommodate the additional hour(s).

In the event temporary hours are assigned to an employee and then withdrawn, they will be withdrawn from the employee who accepted the additional hours. Withdrawal of temporary hours are exempt from the excess or layoff process.

If no employee at the work site can or will accept the additional hours, these hours may be posted as a new position.

4.1C Reducing Hours – Notification to Association:

The District will notify the Association when budget constraints necessitate that classified hours be reduced through excessing, including identifying paraeducators who will be displaced and/or will have a loss of hour(s).

4.1D Excess Defined:

“Excess” is defined as when a paraeducator has their hours reduced from their regular position due to funding or program reduction. Paraeducators who are excessed from their regular position shall be offered a comparable position from available openings based upon their district seniority.

4.1E Reducing Hours by Excess:

Reduced hours at the work site, regardless of the program funding source, shall be deducted from the least senior paraeducator(s), (as determined by District-wide paraeducator seniority). When adjusting schedule(s) and hours to accommodate program funding reduction, the following steps shall apply:

- i. Building principals will develop a proposed schedule revision based on funding change and student needs (i.e. academic needs, safety, etc.) to be submitted to the Executive Director as appropriate to review and approve.
- ii. The Executive Director will convene a meeting with the Association, Human Resources, and other appropriate staff to review the building proposal.
- iii. Recommendations resulting from the meeting(s) will be fully considered by the Executive Director who, in consultation with the building principal, will provide an approved schedule change.

4.1F Excess Placement:

The involuntarily excessed paraeducator will be offered a vacancy available in their building in the same pay category. If a vacancy exists in the building with fewer hours and the paraeducator elects to remain in building, in a position with fewer hours, the paraeducator will submit a written statement confirming the permanent voluntary reduction of hours to their building administrator. If a building vacancy does not exist or the paraeducator does not elect to remain in the building at fewer hours, the paraeducator will be placed on the district excess list for placement into a district-wide vacancy.

Alternatively, they may choose to be placed on the top of the VAESP substitute list in seniority order. The involuntarily excessed paraeducator will be allowed to work, while substituting, the same number of hours, in an assignment at the paraeducator's regular hourly rate of the position they were excessed from until the end of the semester or the end of the school year, whichever occurs first. In no case shall a paraeducator with a previous assignment of four (4) hours or more be required to accept an assignment below four (4) hours. If the number of substitute hours is greater than their assignment before being excessed, the added hours will be compensated at the paraeducator's regular hourly rate, not the substitute rate. Should a paraeducator who is placed on the VAESP substitute list not be placed within the period stated above, layoff and recall procedures will be implemented.

4.1G Exception to Application of Excess Rules:

The District is not obligated to displace a less senior in-building paraeducator who is in a different pay classification than the hours which are being reduced at the worksite. The exception to the seniority requirement of this section would be a one-on-one paraeducator who has worked with a student for a minimum of ninety-one (91) school days and who has a provable, unique relationship with that student and/or specialized training integral for that assignment and confirmed by Special Services.

4.1H Declination of Comparable Offer:

A paraeducator who is offered and declines a comparable job (i.e., equal hours at equal pay), which they are qualified to perform, forfeits their guaranteed entitlement to work the same number of hours assigned immediately before being excessed. The forfeiture will take effect five (5) workdays after the date of the comparable offer.

4.1I Notification of Excess Status:

The District shall notify the Association and all paraeducators of their excess status by August 1 of the current school year.

4.1J Reduction in Hours Below 3.5 Hours Per Day:

In the event that a reduction should take the paraeducator(s) assignment below 3.5 hours, the paraeducator(s) shall be classified as "excessed" and shall be afforded the rights set forth above. Any remaining unassigned hours shall be distributed in accordance to the above.

The excess provision does not apply to a paraeducator who is hired into an assignment below 3.5 hours.

Article 4.2 Employee Layoff and Recall:

For the purpose of this Article, 4.2 the term "Employee" will refer to all VAESP

positions.

4.2A Layoff Notification:

If the School Board adopts a reduced or modified education program due to financial necessity, the District shall meet with Association Leadership no less than two (2) weeks before implementing layoffs. The District will provide documentation explaining the rationale and discuss alternatives to layoffs.

The District shall provide the Association with the names of all employees to be laid-off at least one (1) week prior to notifying the employees.

The Association and employees laid-off under the provisions of this section shall be notified by the District in writing by July 1 for the proceeding school year.

4.2B Efforts to Avoid Layoff:

The District will minimize the effects of layoff or displacement by first reassigning employees to comparable vacant positions (i.e., equal pay, hours, and days). Employees may also be reassigned to vacant positions which are not comparable if otherwise acceptable to the employee.

4.2C Layoff Procedures:

If the District decides that layoff is necessary, it shall determine the number of positions to be affected for economic reasons only.

In no event shall an employee be expected or required to continue to perform those duties or responsibilities of a position which has been eliminated.

In order to achieve a reasonable balance between meeting the needs of the District and minimizing the number of affected employees it is preferable to affect fewer positions in their entirety than partially affecting a greater number of positions. Layoffs shall be determined based on the job classifications not the job categories as defined in 3.16A with the same hours per day and months per year (e.g. eight [8] hour, ten [10] month).

4.2D Placement Rights and Procedures:

Layoff shall be conducted in inverse order of seniority within the job classifications.

Employees selected for layoff within each job classification shall have the right to assume a position within the same job classification with the same hours per day and months per year (e.g. eight [8] hour, ten [10] month).

All laid-off employees shall be placed in a re-employment pool and, unless recalled in the meantime, remain there for two (2) years.

Employees who resign employment from the District, after receiving a layoff notice, but before the effective date of the layoff, will be considered internal candidates for one year from the date of their resignation.

An employee may not improve his/her position through the layoff process (i.e. may not be placed in a position which is more than comparable). All laid-off employees who are not placed through the above procedures shall be placed in a reemployment pool and, unless

recalled in the meantime, remain there for two (2) years. Similarly, employees who are placed in less than comparable positions through the above process will compete equally under the recall procedures based on qualifications and seniority for improved positions equal to but not greater than that from which reduced.

In the event of the destruction or closure of a building or department, all employees, if their seniority warrants retention and not layoff, shall be assigned to an equal position (salary) in another building or department.

4.2E Recall Procedures:

Each laid-off employee shall state in writing on a form provided by the District the type of bargaining unit work and the number of hours they will accept if recalled.

If the employee refuses recall to such position, they lose all recall rights and, if desired, will be considered for subsequent vacancies along with all other applicants.

If the District elects to fill open positions it will do so in accordance with vacancies, provided that when the qualifications of an applicant on layoff and an outside applicant are equal, the qualified applicant on layoff shall receive the position. In no case shall a new employee be employed by the District while there are laid-off employees who are qualified for a vacant or newly created position.

Persons in the recall pool shall be responsible for informing Human Resources of their current address and telephone number.

The District shall first attempt to reach persons selected for recall by telephone. If not successful, the District shall send notification by certified mail. The individual will have three (3) work days, following telephone contact or receipt of such letter to accept employment in the position. A person who fails to notify the District of intent to accept the position offered within the three (3) work days above shall have no right to placement in the position. In the event that the person selected for recall fails to notify the District of intent to accept the position within three (3) work days or the person declines employment in the position, then the District shall consider the person next in order of recall and notify them of their selection as set forth herein.

In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

A laid-off employee shall upon application, have the option to be granted first priority status on the substitute list according to seniority. Laid-off employees may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the District, subject to carrier approval.

Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than forty-five (45) working days in a classification shall be deemed qualified for any position in that classification.

Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years. Seniority will not be counted during the layoff period. The employee's bargaining unit seniority prior to layoff shall be restored upon return to active employment within the bargaining unit. The District, in conjunction with the Association, shall set up five (5) seniority lists, including one for secretarial, clerical personnel, one technology support specialist, one for paraeducators, and one for aquatics. New employees shall be added at the bottom of the appropriate list in order of their first day of employment. Seniority lists shall be set up and posted on the Human Resources Classified portal.

In all cases, seniority will be dated as of the first day of employment, provided substitute service (paraeducator or secretarial/clerical) is not interrupted by a period of more than twenty (20) days (mutually agreed upon interruptions not included).

Clerical and secretarial personnel shall be employed for a specified portion of the year (nine [9], ten [10], or twelve [12] months). Subsequent changes in the fraction of a year employment basis shall be given to an employee in writing. In the event an employee is being reduced in the fraction of a year employment, other qualifications being equal, they shall be given first right of refusal for the first job opening available at their prior position placement.

ARTICLE 5: LEAVES

Article 5.1 General:

Leaves – General: Upon the recommendations of the superintendent or designee and in accordance with local and state law, and District policy, staff may be granted leaves pursuant to the following conditions:

5.1A Definitions:

Unless stated otherwise, days, as used in this Agreement, refers to workdays.

5.1B Leave at Full Pay Unless Stated Otherwise:

All leaves shall be with pay unless otherwise stated. If leaves are to include expenses to be paid by the district, that also will be specifically stated.

5.1C Leave Reporting Units:

Leave Units for Classified Employees: All leaves granted under these provisions to classified employees will be in fifteen (15) minute increments.

5.1D Return from Leaves – Uncompensated:

At the end of an uncompensated leave of less than sixty (60) work days, an employee shall be entitled to return to their original position or an appropriate, comparable position (i.e., wages, hours and benefits remain at least equal). After leaves of longer duration, the District shall make every attempt to place the employee in a position consistent with their qualifications or as otherwise required by law. In the event no opening exists at the employee's scheduled time of return, the employee shall be offered the first available position for which qualified and which has hours of duty, pay and benefits no greater than those held prior to commencement of the leave.

For staff taking a long-term uncompensated education leave to pursue a certificate in the Pre-K through 12th grade (PK-12) educational field which may be equal or longer than sixty (60) consecutive work days but not to exceed ninety (90) consecutive work days, shall be entitled to return to their original position.

5.1E Return from Family Medical Leave Act (FMLA):

Upon returning from family leave within or not later than the conclusion of the family leave period, the employee is entitled to be returned to the same position they previously held or to a position with equivalent pay, benefits, and other terms and conditions of employment as defined by FMLA.

5.1F Prior Notice of Leave Application:

Reasonable advance notice, typically at least three (3) work days, is required for all leaves unless otherwise specified.

5.1G Flexibility in Granting Leave:

The superintendent, or their designee, with approval of the board of directors, shall have the flexibility in unusual or exceptional circumstances to add to the number of days allowed for a leave.

5.1H Leaves Prorated for Part-Time Staff:

Part-time staff shall be entitled to leave benefits provided that the length of leaves shall be prorated according to the ratio of days and/or hours worked to the number of days and/or hours worked by a full-time staff member in the same or similar role.

5.1I Leave Reporting:

Building principals and program supervisors will report absences to the payroll office on forms specified, and with supporting documentation as required, by the District. The Payroll Office record shall constitute the official record of sick leave used and the record of unused benefits.

5.1J Sick Leave – Eligibility to Accrue:

All persons in the permanent and temporary employment of the school District, upon election to such employment by the board of directors, shall be entitled to accrue sick leave benefits.

5.1K Sick Leave – Monthly Accrual Rate:

All employees are eligible for sick leave accrual. Each full-time employee shall earn sick leave benefits at the rate of eight (8) hours for each calendar month of contracted employment. Individuals who work on a regular basis as part-time employees of the school District shall earn sick leave prorated based on an average daily hourly assignment (i.e. FTE).

5.1L Sick Leave Accrual – Temporary/Acting Assignments:

A part time employee temporarily assigned to a greater hourly schedule from cut-off to cut-off for a full payroll month, shall accrue sick leave based on the greater hourly schedule for that month. Accumulated sick leave hours will be shown monthly on the employees’ payroll statement.

5.1M Transfer of Sick Leave/Time Period for Employee to Notify District:

Employees entering the employment of this School District who have a sick leave balance from another Washington school district or public school jurisdiction are entitled to transfer to this School District such sick leave balance that the employee may have accumulated in that former employment. The employee is responsible for notifying the District of such entitlement within thirty (30) days of initial employment and providing proof of such balance within ninety (90) days of initial employment. Failure to meet these requirements will disqualify the employee from making such transfer. These notification periods may be extended by the administrator responsible for Human Resources if the District fails to notify the employee of their entitlement at the time of hire or if the former District requires additional time to provide the necessary verification.

Employees returning to employment in Vancouver School District will be entitled to reclaim sick leave benefits recorded to their credit at the time of their earlier termination and which were not cashed-out under a leave incentive program.

Employees returning to, or entering, Vancouver School District may receive credit for prior Washington school district, Washington Educational Service District, and/or Washington Office of the Superintendent of Public Instruction service in computing the leave accrual entitlements. Service in other state public service may be credited at the discretion of the District.

5.1N Advancement of Sick Leave Accrual:

Employees may request advancement of up to one contract year of sick leave benefits to be offset against future accruals. Employees will be informed of the reason for denying a request for advanced leave (e.g., time limited appointment, pending personnel action, leave usage concerns, etc.). If approved, the leave will be immediately offset against future accruals until such time as it is paid back. If the employee leaves District employment prior to earning such advanced leave, the cost of any taken but unearned leave will be offset against any final compensation due as allowed by law. Advanced leaves which are neither earned nor offset against final compensation will be subject to collection of the unearned amount or to determine that sufficient circumstances exist to warrant forgiveness of the unearned amount (e.g., serious illness and/or death).

An employee suffering extended illness or physical incapacity compelling continuous absence beyond the term of that individual's accumulated sick leave benefits, may apply for a limited extension of benefits not yet earned.

5.1O Employee Obligation to Notify Supervisor of Absence through the Absence Management System:

Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury, will input the absence into the absence management system at the earliest possible moment stating the reason therefore.

5.1P Requirement to Report and Document Illness/Injury:

In cases of absence for reasons of illness or injury in excess of five (5) consecutive workdays, the District requires the reason for the absence to be certified by an attending physician or other medical authority.

5.1Q Family Medical Leave Act (FMLA):

An employee, who meets FMLA eligibility is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An employee is anyone who has worked for the District for a total of twelve (12) months and have worked at least (1250) hours in the previous twelve (12) months.

Employees may take FMLA leave to care for a covered family member who has a serious health condition, or when the employee is unable to work due to their own serious health condition. (Covered family members include: spouse, domestic partner, child, stepchild, foster child, parents, grandparents, grandchildren, brother, sister, legal guardian, aunt, uncle, nephew, niece, cousin, in-laws, or any person living in the home with the employee; this provision does not provide for the custodial care of a newborn child [other than the employees]). FMLA leave may be taken for the birth of a child and to care for a newborn child or for the placement of a child with the employee for adoption or foster care.

An eligible employee is also entitled to time off for military family leave, qualifying exigency leave and military caregiver leave as defined in the federal Family and Medical Leave Act (FMLA).

If both member and spouse are District employees, a total of twelve (12) weeks will be provided for the family for the following FMLA-qualifying reasons: birth of a child and bonding with the child; the placement of a son or daughter with the employee for adoptions or foster care and bonding with the newly placed child; and the care of a parent with a serious health

condition. This does not diminish either employee's potential rights to other leave benefits.

FMLA is uncompensated leave, however the employee may use all accrued sick leave. Any period of leave for which an employee does not have accrued leave available, or chooses not to use accrued paid leave for, will be in a leave without pay status.

Health benefits provided under any group health plan will be continued for the duration of the FMLA leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave.

An employee who plans to take FMLA leave must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave within one working day of the beginning of the FMLA leave.

Upon returning from FMLA leave within or not later than the conclusion of the family leave period, the employee is entitled to be returned to the same position they previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment as defined by FMLA.

Two (2) weeks before the employee's anticipated return-to-work date, the employee must report to their supervisor to give notice of their intention of returning to work. If an employee fails to report for work within three (3) days after expiration of the FMLA leave period or the date on which they have to have returned to work, that employee will be presumed to have voluntarily resigned their position with the District. If an employee fails to return to work for reasons within their control, the employee shall reimburse the Vancouver School District all insurance premiums paid on the employee's behalf during the entire term of their FMLA leave.

5.1R Emergency Leave:

Emergency leave will be granted if: the emergency is an unanticipated circumstance beyond the employee's control, needing immediate attention for which prior planning cannot be made.

Emergency Leave is not an additional form of leave accrual. An employee may charge the absence to any form of accumulated leave (e.g. sick leave, personal leave, or vacation leave) or take an uncompensated leave. If there is an insufficient balance of leave days to cover the emergency leave, the employee will be granted an uncompensated leave.

A total of five (5) days will be granted for emergency purposes in any one school year.

In case of emergency the employee will be required to complete a leave form stating the reason for the emergency.

Vacation periods or extensions thereof, recreational outings, and/or social matters are not emergency situations.

5.1S Washington Paid Family and Medical Leave (WA-PFML):

Beginning January 1, 2020, employees have been provided Washington Paid Family and Medical Leave (WA-PFML) benefits as allowed by law. Eligibility requirements, benefit amounts, and applications can be found at www.paidleave.wa.gov.

When an employee chooses to use WA-PFML, they must provide thirty (30) days written notice to the District. If thirty (30) days' notice is not possible, the employee must give notice when practical. The notice requirement may be waived at the District's discretion. The District shall provide eligible employees with a known qualifying event a written statement of their rights.

Employees may choose to use WA-PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing WA-PFML.

5.1T Personal Leave Purpose and Definition:

The District will provide three (3) days of personal leave based upon scheduled hours of work during each school year. This particular leave will be used for significant personal reasons and will not be used for leave that is covered under other sections of the Agreement for leaves.

It may be applied retroactively to travel delay situations when the employee can make a credible case that the delay was reasonably unforeseen, unavoidable and was fully beyond their control and that all appropriate efforts were made to minimize the working time lost, i.e., seeking all alternative available means of travel, etc.

Application for personal leave should be made as far in advance as possible and not less than forty-eight (48) hours in advance to allow the District ample opportunity to determine if a qualified substitute is needed and available and the employee can be released from their duties.

5.1U Districts' Right to Curtail Use of Personal Leave:

The District may, based upon the expected availability of substitutes, limit the amount of personal leave approvals on any given day to five percent (5%) of the workforce or employee group.

District policies regarding the availability and use of substitutes shall not be a basis for the disapproval of requests for leave and/or professional development. An employee will not be required to provide a verbal or written explanation in their request for a one-day personal leave. (Exception is the retroactive travel delay.)

It is recognized by the Association and the District that there are time periods during the school year when a substantial number of people are absent because of illness and injury. During these time periods it may be necessary for the District to curtail the utilization of the personal leave day under this section. This would only occur when in the determination of the District, the number of substitutes available is not adequate to meet the needs of the District.

The final decision as to granting personal leave will be fair and consistent and will not be arbitrary or capricious.

5.1V Personal Leave Carry Forward and Cash Out:

The District will automatically carry forward up to two (2) days of personal leave into subsequent leave years. Employees will be allowed to have a maximum personal leave accrual of five (5) days inclusive of up to two (2) days carryover and the current year's three (3) day entitlement. Leave in excess of two (2) days at the end of the leave year will automatically be cashed out at the highest established VAESP substitute rate.

5.1W Bereavement Leave:

Personal bereavement is defined as the imminent or actual loss of a member of the individual's family or a close personal friend. A family member is defined as a spouse, registered domestic partner, child, mother, father, legal guardians, sister, brother, grandmother, grandfather, grandchild, aunt, uncle, nephew, niece, cousin, in-law, or foster child.

Approval must normally be sought at least twenty-four (24) hours in advance of the anticipated absence. Where this is not possible, the individual is obligated to contact their supervisor or administrator, or other appropriate authority, at the earliest possible moment.

5.1X Without Loss of Pay – Not to Exceed Three (3) Days up to two (2) occurrences per year:

The total number of days of bereavement leave without loss of pay will be three (3) days per occurrence, for up to two (2) occurrences in any one school year. Bereavement leave is a separate paid leave entitlement and is not offset against other forms of paid leave such as sick leave, personal leave, or vacation leave. The District reserves the right to request documentation of loss.

5.1Y Employer Right to Request Supporting Evidence:

The District may request that an employee submit evidence in writing that the request is valid in order to receive leave benefits.

5.1Z Employee Request for Extension:

Requests for extension of one (1) bereavement leave per year for up to two (2) days should be referred to the Human Resources Department for consideration. Granting of requests will be made by the District based on the validity of the request, necessity and may require submission of appropriate documentation by the employee. The additional day(s) are separate paid leave entitlement and is not offset against any forms of paid leave such as sick leave, personal leave, or vacation leave.

5.1AA Jury Duty – Leave of Absence with Pay:

Leave of absence with pay shall be granted for jury duty and employee may retain jury duty fees. Upon receipt of a jury summons the employee will notify the supervisor of such summons including the dates for which the employee is required to be absent. If the employee is not excused from jury service, the employee will be excused from work responsibilities during the time period that their attendance is required as a member of the jury panel. The employee will be expected to return to work if available to work at least half of the work day.

5.1AB Subpoena Leave:

An employee will be granted subpoena leave as directed by the subpoena, and shall be paid their regular salary for up to fifteen (15) days.

5.1AC Subpoena Leave – Reimbursement to District:

All pay (except mileage payments) for services pursuant to the subpoena on days normally considered work days for an employee shall be remitted to the School District in partial reimbursement for substitute costs. Such remissions shall be made by direct payroll deduction. Official documentation of written statements in lieu of in-person court appearance where officially documented written statement(s) are acceptable as testimony by the court, the employee should make such arrangements.

5.1AD Employee Serving as Witness:

In serving as a witness, the employee will make a maximum effort to minimize the amount of time spent away from their employment.

These provisions shall not apply to individual employees who appear as plaintiffs, claimants, or defendants unless the best interest of the District will be served.

5.1AE Maternity Leave – Definition (as defined in FMLA):

Maternity Leave with pay (if sick leave balance available) will be granted for the birth of a child.

5.1AF Request for Maternity Leave:

An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to the commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the employee shall inform the employer of the specific day when the employee will return to work. The employee and their doctor will determine when the beginning and end of the leave will occur.

An employee returning from maternity leave shall be assigned to their previous position.

5.1AG Adoption Leave:

Adoption leave shall be granted with pay for a parent to complete the adoption process, providing such leave does not exceed five (5) days in any given year. (If both parents are District employees, a total of five (5) days will be provided for the family).

Such leave may be used for court and legal procedures, home study, evaluation and required home visitations by the adoptions agency, not possible to schedule outside of the regular school hours.

5.1AH Domestic Violence Leave:

An employee who is a victim of domestic violence, sexual assault or stalking may take reasonable leave from work for legal or law enforcement assistance, medical treatment or counseling as allowed by law. Employees can use any leave they have available to them or uncompensated leave.

5.1AI Military Reserve/National Guard Active Training Duty – Compensated:

This leave is not authorized for regular Military Reserve or National Guard weekly, bi-weekly, or monthly meetings.

When compulsory military educational training or military circumstances are not during authorized vacation periods, the following guidelines shall apply:

The employee shall provide a copy of orders that such duty is mandatory.

Absence for active training duty shall not exceed twenty-one (21) days per year. The year covers the period of October 1 through September 30.

The employee shall experience no loss of pay or benefits for the authorized days.

The employee shall neither suffer a loss of entitlement nor a gain of entitlement as a result of

such military leave. Placement and employment contract considerations during the period of absence will be extended as though the employee were present for duty at the School District.

The employee must submit their request to the supervisor as far in advance as possible.

5.1AJ Public Office Leave:

The District shall grant leave without pay to an employee who has been elected to a local, state or national governmental office.

5.1AK Religious Observance Days:

Employees whose religious affiliations require observation of mandatory religious days on a day when schools are in session will be granted leave without loss of pay for up to two (2) days.

5.1AL Request for Religious Observance Leave:

A request for such leave shall include a statement describing the religious day to be observed and attesting and providing documentary evidence that the basic tenets of the employee's religious affiliation unequivocally require observance of the religious days in such a manner that they cannot perform their responsibility on that day. The employee must submit the request to the building or unit administrator as far in advance as possible.

5.1AM Religious Leave – Make-Up of Missed Work Day(s):

An employee taking religious leave may be required to make up missed days prior to the opening of school, winter or spring holiday, or after the close of school. The make-up date will be determined in collaboration with their immediate supervisor.

5.1AN Uncompensated Leave – Definition:

Uncompensated leaves of absence may be allowed for employees for any one of the following reasons with approval of each request granted on the individual merits of each case:

- Temporary absence due to government service,
- Short-term education leave to pursue a certificate in the Pre-K through 12th grade (PK-12) educational field – less than ninety (90) consecutive hours
- Long-term education leave to pursue a certificate in the Pre-K through 12th grade (PK-12) educational field equal or greater than sixty (60) consecutive work days but not to exceed ninety (90) consecutive work days
- Emergency family illness
- Sick leave beyond accumulated amounts, or
- Other approved situations.

The total number of extended uncompensated leaves of discretionary nature to be granted in a normal year may be limited. Decisions on the granting of leaves rests with the District.

A leave of absence shall not be granted, under any circumstances, when other gainful employment is the purpose for said leave.

All applications for leave shall be subject to evaluation on the basis of availability and feasibility of adequate replacement personnel – except for those of a non-discretionary nature, i.e., illness, military service, etc. Short-Term education leave must be pre-arranged at a minimum of twenty (20) working days in advance and are subject to availability of adequate

replacement personnel.

Normally, leave applications for a year, or major portion thereof, by employees should be submitted by March 1 of the previous school year.

5.1AO Benefits Eligibility During Uncompensated Leave Period:

All employee benefits, except wage-related fringe benefits and seniority rights held by an employee at the time of application for a leave of absence, shall be retained during the period of authorized leave. Participation in insurance programs and such other services for which payroll deduction is authorized may continue at the employee's option and expense. Notice of eligibility will be provided to the individual by the school District's payroll office with prepayment of amounts due directly transmitted by the individual to the school District's payroll office.

5.1AP Request – Uncompensated Leave Period:

Leave application forms will require specification by the applicant of the purpose for which the request is made, and the beginning and ending dates of the leave requested. Employee wage-related fringe benefits for which the individual may be eligible may be continued at the employee's expense during the period of authorized leave if arrangements are made with the Human Resources Department. The written agreement authorized on the basis of the application for a leave of absence shall specify the purpose for which the leave was requested, the legal consideration offered by each party, and the date on which the employee is obligated to return to duty. The legal consideration in leaves granted for purposes of compulsory military service, and illness or physical incapacitation within the limits of employee's accumulated sick leave benefits is as specified by statute.

5.1AQ Requirement to Notify District of Intent to Return:

Any employee on authorized leave of absence must indicate in writing to the Human Resources Department by March 1 (preceding the school year when they are to return from leave) that they will be returning to the District. Failure to do so will constitute a presumed resignation from District employment and will relieve the District of all reemployment commitments. Requests for an extension of a leave of absence must be received in the District's Human Resources Department at least thirty (30) days in advance of the authorized termination date, or no later than March 1 in the case of leaves for a full school year. Requests for extensions of a leave of absence must be endorsed by the superintendent or superintendent/designee and be presented to the board of directors for action and expressed by an addendum to the leave agreement.

Employees returning from an uncompensated leave of absence are only entitled to placement in an available position for which they are qualified.

An employee, returning from a short-term education leave (for the purpose of obtaining a certificate in the Pre-K through 12th grade (PK-12) educational field) of ninety (90) consecutive hours or less shall be entitled to return to their original position. The employee must enter their leave in the absence management system at least twenty (20) work days in advance of the leave period.

An employee may take an uncompensated long-term education leave for more than sixty (60) consecutive work days but not to exceed ninety (90) consecutive work days in order to pursue a certificate in the Pre-K through 12th grade (PK-12) educational field. Only one

(1) long-term education leave is allowed per employee. The District reserves the right to cap the number of employees taking education leave each year. If the employee wants to return to a position following a long-term education leave, they must notify the district no less than thirty (30) work days prior to the desired return date.

5.1AR Leave for Illness/Injury – Ninety (90) Days or Less:

In the event an employee who has satisfactorily passed the trial period is forced to be on a leave of absence because of illness, injury, care for a family member, or parental leave for a period of up to ninety (90) work days, the District will hold the employee's regular assignment for their return. On the ninety-first (91st) day, the position will be posted.

5.1AS Leave for Illness/Injury – Greater than 90 Days:

The District agrees to make an offer of a work assignment through the end of the current school year and, if requested and granted, the following school year to an employee who has satisfactorily completed the trial period and has been on a leave of absence (illness, injury, care for a family member, or parental leave) for a period of more than ninety (90) work days.

5.1AT Leave During Probation:

An employee whose performance has been evaluated unsatisfactory and/or who has been placed on probation prior to a leave of absence will be returned to the same status upon completion of such leave.

5.1AU Impact to Seniority During Leave:

Seniority credit shall not be accrued nor advancement made on the seniority list if the employee worked less than six (6) months of a year for twelve (12) month employees, or five (5) months for a ten (10) month employee or four and a half (4.5) months for a nine (9) month employee in which a leave of absence is taken.

5.1AV Leave Sharing:

Employees eligible for leave sharing donations: The District may permit an employee to receive leave sharing donations if the employee is eligible under the terms delineated in WAC 392-136A-030.

Reasons for leave may include serious illness (including mental) or injury of the employee, relative, or household member, pregnancy, domestic violence, or military service, which may cause the employee to go into leave without pay. The employee should contact Human Resources for help in determining if they are eligible to receive donated leave.

5.1 AW District Employees May Donate Leave as Follows:

An employee who has an accrued annual vacation leave balance of more than ten (10) days may request that the superintendent or designee transfer a specified number of vacation days to another employee authorized to receive shared leave. A donating employee may not request vacation leave to be transferred that would result in an accrued annual vacation leave balance of fewer than ten days.

5.1AX Leave Sharing – Tragic Situation Twelve (12) Month Employees:

An employee who accrues annual vacation leave and sick leave and who has accrued a sick leave balance of more than twenty-two (22) days may request that the superintendent or designee transfer a specified amount of sick leave to another employee authorized to receive such leave. Sick leave as defined in RCW 28A.400.300 means leaves of illness, injury, and

emergencies.

5.1AY Leave Sharing – Tragic Situations Nine (9) and Ten (10) Month Employees:

An employee who does not accrue annual vacation leave, but who has an accrued sick leave balance of more than twenty-two (22) days, may request that the superintendent or designee transfer a specified amount of sick leave to another employee authorized to receive such leave. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury, and emergencies.

The number of leave days transferred shall not exceed the amount authorized by the donating employee.

The value of leave transferred is based upon the current salary rate of the person receiving the leave. The receiving employee will continue to be paid their regular rate while on shared leave. For example, if an employee earning fifteen dollars (\$15) an hour donates one day of leave to someone earning seven dollars and fifty cents (\$7.50) an hour, the recipient would get two (2) days of leave. However, if the seven dollars and fifty cents (\$7.50) an hour employee donates one day to the fifteen dollars (\$15) an hour employee, the higher paid employee would receive one-half day of leave.

The value of any leave transferred under this policy which remains unused shall be returned at its original value to the employee who donated the leave. To the extent administratively feasible, the value of unused leave, which was transferred by more than one employee shall be returned on a prorated value basis. For example, if three people earning equal wages each donate one day to someone earning the same salary and only one of the three days is used, two-thirds of a day of leave would be returned to each donating employee.

The donation from the employee leave balance must be taken from the most recent leave days earned, except for the accumulated sick leave that was accrued in the preceding calendar year. Employees may not donate leave that they would otherwise lose (e.g. an employee who has already informed the District of their intent to retire may not donate vacation leave that exceeds the retirement cash out amount).

Legal References:

RCW 28A.400, Employees

RCW 49.12.265, Sick Leave – Care of Family Members RCW 49.78, Family Leave

WAC 392-136, Conversion of Accumulated Sick Leave 29 USC Chapter 28, Family and Medical Leave RCW 49.76, Domestic Violence

RCW 49.12, Military Leave

ARTICLE 6 INSURANCE/School Employees Benefit Board (SEBB)

Article 6.1 Insurance/SEBB

The District will provide benefits to eligible employees through SEBB in accordance with SEBB established policies and guidelines. 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 eligibility requirements. For purposes of benefits provided under SEBB, school year shall mean September 1 through August 31.

The District will implement the Schools 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.

Details of SEBB eligibility requirements, benefits, policies, and guidelines can be found at <http://hca.wa.gov/employee-retiree-benefits/school-employees>.

The District will provide benefits to employees through SEBB, currently limited to:

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

Article 6.2 Workers' Compensation:

Medical examinations required by the employer shall be paid at the employer's expense. The employer reserves the right to designate the physician who will perform the examination. A copy of the results of the examination are to be sent by the doctor to the District Human Resources Department.

The District is self-insured for its Workers' Compensation program and contracts with a third-party administrator for claims administration. It is recognized that temporary disability payments received as compensation by an employee injured on the job may be less than the regular wage payments received by the employee.

In the case of any temporary disability payment under the Workers' Compensation Act of the State of Washington, the District will pay to such disabled employee out of the employee's accumulated sick leave, an allowance equal to the difference between the temporary disability benefits and the employee's regular straight-time gross pay, less statutory deductions, beginning at the time of disability and continuing until the accumulated sick leave entitlement is completely expended.

If the employee is still disabled after earned sick leave allowance is expended, the employee will revert to only the temporary disability payments afforded by State Workers' Compensation Insurance.

ARTICLE 7: Sick Leave Cash Out/Conversion/VEBA

7.1A Annual Sick Leave Cash Out for Leave Balances in Excess of Four Hundred and Eighty (480) hours:

Annual conversion of accumulated sick leave commencing in January 1981, and on each January thereafter, any eligible employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days 480 hours of unused sick leave may elect to receive remuneration for sick leave earned the previous year at the rate of twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day eight (8) hours of eligible sick leave (a maximum of three [3] days or twenty-four [24] hours in any one [1] calendar year). Any such election shall be made by written notice to the District Human Resources Department during the month of January on forms provided by the District. All sick leave days converted pursuant to this section shall be deducted from the employee's accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of Washington Administrative Code (WAC).

7.1B Sick Leave Conversion Upon Retirement, Death, or Qualifying Resignation:

Any employee who, on or after June 12, 1980, shall retire, or who shall die while employed by the District, or qualifying resignation may elect (personally or by personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day (eight [8] hours) of eligible sick leave, up to a maximum of one hundred eighty (180) days, 1,440 hours. In addition, to be eligible, an employee shall inform the District on or before April 1 of intent to retire beginning in 1984. If the employee does not inform the District by this date, they will not be eligible for the compensation. If compelling circumstances develop for an individual employee after April 1 that necessitate the employee to retire, the District will honor the terms of the conversion of retirement as outlined in this paragraph. The District at its sole discretion, reserves the right to waive the April 1 date in particular situations without setting precedent. An employee separating from employment for purposes of retirement must be eligible to immediately commence receiving retirement benefits from a state retirement system to be eligible for conversion of sick leave for compensation. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of Washington Administrative Code.

7.1C VEBA Conversion:

Voluntary Employee Benefit Account (VEBA): The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, they will not be permitted to participate in the Plan at any time during the term of this Agreement, and any and all excess sick leave, which in the absence of this Agreement would accrue to such employee during the term hereof, shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

For purposes of retirement contributions to the Plan, all employees covered by this Agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as

the unused sick leave days accruing to the credit of such employee from the date of this Agreement.

For purposes of annual contributions to the Plan, all employees covered by this Agreement who have accumulated over one hundred eighty (180) days of unused sick leave as of the date of conversion, and also had accumulated one hundred eighty (180) days as of one year prior to the date of conversion, shall be eligible. Excess sick leave shall be defined as the unused sick leave days that have accrued to the credit of the employee that are in excess of one hundred eighty (180) days, and the conversion value of these days shall be contributed to the Plan.

7.1D Annual Election for VEBA:

This entitlement will be subject to an annual election between the District and the Association. If mutually agreed this election will be in effect during the calendar year.

7.1E Retirement Cash Out:

An employee who retires may elect to convert accumulated unused sick leave to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination for each full eight (8) hour day of sick leave, up to a maximum of one hundred eighty (180) days, 1,440 hours. To be eligible for this entitlement, the employee must inform the District of their decision to retire no later than April 1 of the school year in which they intend to retire. Exceptions to April 1 may be made by the Superintendent/designee for compelling circumstances.

7.1F Resignation Cash Out:

TRS/PERS/SERS Plan 2 and 3 employees who resign from the District before becoming eligible for an immediate annuity will be allowed to convert unused sick leave to monetary compensation as authorized by WAC 392-136-020 and appropriate negotiated labor Agreements.

ARTICLE 8 DURATION

Article 8.1 Expiration:

The Agreement shall be in full force and effective from September 1, 2025, through August 31, 2028. The parties agree to re-open this Agreement to commence bargaining on a new Agreement within a reasonable time prior to or after the expiration dates as stated above.

It is the intent of the parties to comply with all statutes and regulations of the Superintendent of Public Instruction and the State Auditor's office governing the distribution of funds authorized by the legislature for the compensation of classified staff.

The 2025 – 2026 salary schedules is Appendix A. Each individual salary will be altered to conform to any such revised salary schedule for the 2025 – 2026 school year and will be posted on the portal. In the event the monies actually made available by the state, or from other sources, fall below the authorized level, the salaries of all classified staff may be proportionately reduced by the amount of the shortfall on an equitable basis across the schedule.

A salary schedule revision will be made only after the Vancouver Association of Educational Support Professionals have been given ample opportunity to review and discuss the documentation and details of any proposed changes as are necessary to comply with statutes, regulations, and/or Vancouver School Board policy.

VAESP 2025-2026 Salary Schedule

Years of Service	Secty	Secty	Tech	Tech	Enrollment	Enrollment							
		plus stipend	Support	Support	Special Prg Clerk	Special Prg Clerk	Clerk	Clerk	Paraeducator	Learning Support	Spec Prg 1	Spec Prg 2	Spec Prg 3
			Specialist	Specialist	Fiscal Clerk	Fiscal Clerk		plus stipend	General	Paraeducator	Paraeducator	Paraeducator	Paraeducator
			plus stipend		plus stipend								
1	\$ 31.19	\$ 31.74	\$ 31.16	\$ 31.71	\$ 28.37	\$ 28.92	\$ 26.98	\$ 27.53	\$ 25.07	\$ 25.44	\$ 26.19	\$ 27.78	\$ 28.19
2	\$ 31.19	\$ 31.74	\$ 31.16	\$ 31.71	\$ 28.37	\$ 28.92	\$ 26.98	\$ 27.53	\$ 25.07	\$ 25.44	\$ 26.19	\$ 27.78	\$ 28.19
3	\$ 31.19	\$ 31.74	\$ 31.16	\$ 31.71	\$ 28.37	\$ 28.92	\$ 26.98	\$ 27.53	\$ 25.07	\$ 25.44	\$ 26.19	\$ 27.78	\$ 28.19
4	\$ 31.19	\$ 31.74	\$ 31.16	\$ 31.71	\$ 28.37	\$ 28.92	\$ 26.98	\$ 27.53	\$ 25.07	\$ 25.44	\$ 26.19	\$ 27.78	\$ 28.19
5	\$ 31.40	\$ 31.95	\$ 31.37	\$ 31.92	\$ 28.58	\$ 29.13	\$ 27.18	\$ 27.73	\$ 25.28	\$ 25.65	\$ 26.39	\$ 28.14	\$ 28.55
6	\$ 31.40	\$ 31.95	\$ 31.37	\$ 31.92	\$ 28.58	\$ 29.13	\$ 27.18	\$ 27.73	\$ 25.28	\$ 25.65	\$ 26.39	\$ 28.14	\$ 28.55
7	\$ 35.86	\$ 36.41	\$ 35.79	\$ 36.34	\$ 32.62	\$ 33.17	\$ 31.06	\$ 31.61	\$ 28.84	\$ 29.28	\$ 30.11	\$ 31.67	\$ 32.08
8	\$ 35.86	\$ 36.41	\$ 35.79	\$ 36.34	\$ 32.62	\$ 33.17	\$ 31.06	\$ 31.61	\$ 28.84	\$ 29.28	\$ 30.11	\$ 31.67	\$ 32.08
9	\$ 35.86	\$ 36.41	\$ 35.79	\$ 36.34	\$ 32.62	\$ 33.17	\$ 31.06	\$ 31.61	\$ 28.84	\$ 29.28	\$ 30.11	\$ 31.67	\$ 32.08
10	\$ 35.86	\$ 36.41	\$ 35.79	\$ 36.34	\$ 32.62	\$ 33.17	\$ 31.06	\$ 31.61	\$ 28.84	\$ 29.28	\$ 30.11	\$ 31.67	\$ 32.08
11	\$ 36.16	\$ 36.71	\$ 36.09	\$ 36.64	\$ 32.90	\$ 33.45	\$ 31.37	\$ 31.92	\$ 29.15	\$ 29.58	\$ 30.44	\$ 32.00	\$ 32.41
12	\$ 36.16	\$ 36.71	\$ 36.09	\$ 36.64	\$ 32.90	\$ 33.45	\$ 31.37	\$ 31.92	\$ 29.15	\$ 29.58	\$ 30.44	\$ 32.00	\$ 32.41
13	\$ 36.16	\$ 36.71	\$ 36.09	\$ 36.64	\$ 32.90	\$ 33.45	\$ 31.37	\$ 31.92	\$ 29.15	\$ 29.58	\$ 30.44	\$ 32.00	\$ 32.41
14	\$ 36.16	\$ 36.71	\$ 36.09	\$ 36.64	\$ 32.90	\$ 33.45	\$ 31.37	\$ 31.92	\$ 29.15	\$ 29.58	\$ 30.44	\$ 32.00	\$ 32.41
15	\$ 36.16	\$ 36.71	\$ 36.09	\$ 36.64	\$ 32.90	\$ 33.45	\$ 31.37	\$ 31.92	\$ 29.15	\$ 29.58	\$ 30.44	\$ 32.00	\$ 32.41
16	\$ 36.77	\$ 37.32	\$ 36.70	\$ 37.25	\$ 33.52	\$ 34.07	\$ 31.96	\$ 32.51	\$ 29.76	\$ 30.19	\$ 31.06	\$ 32.62	\$ 33.03
17	\$ 36.77	\$ 37.32	\$ 36.70	\$ 37.25	\$ 33.52	\$ 34.07	\$ 31.96	\$ 32.51	\$ 29.76	\$ 30.19	\$ 31.06	\$ 32.62	\$ 33.03
18	\$ 36.77	\$ 37.32	\$ 36.70	\$ 37.25	\$ 33.52	\$ 34.07	\$ 31.96	\$ 32.51	\$ 29.76	\$ 30.19	\$ 31.06	\$ 32.62	\$ 33.03
19	\$ 36.77	\$ 37.32	\$ 36.70	\$ 37.25	\$ 33.52	\$ 34.07	\$ 31.96	\$ 32.51	\$ 29.76	\$ 30.19	\$ 31.06	\$ 32.62	\$ 33.03
20	\$ 36.77	\$ 37.32	\$ 36.70	\$ 37.25	\$ 33.52	\$ 34.07	\$ 31.96	\$ 32.51	\$ 29.76	\$ 30.19	\$ 31.06	\$ 32.62	\$ 33.03
21	\$ 37.17	\$ 37.72	\$ 37.17	\$ 37.72	\$ 33.88	\$ 34.43	\$ 32.34	\$ 32.89	\$ 30.11	\$ 30.58	\$ 31.46	\$ 33.02	\$ 33.43
22	\$ 37.17	\$ 37.72	\$ 37.17	\$ 37.72	\$ 33.88	\$ 34.43	\$ 32.34	\$ 32.89	\$ 30.11	\$ 30.58	\$ 31.46	\$ 33.02	\$ 33.43
23	\$ 37.17	\$ 37.72	\$ 37.17	\$ 37.72	\$ 33.88	\$ 34.43	\$ 32.34	\$ 32.89	\$ 30.11	\$ 30.58	\$ 31.46	\$ 33.02	\$ 33.43
24	\$ 37.17	\$ 37.72	\$ 37.17	\$ 37.72	\$ 33.88	\$ 34.43	\$ 32.34	\$ 32.89	\$ 30.11	\$ 30.58	\$ 31.46	\$ 33.02	\$ 33.43
25	\$ 37.17	\$ 37.72	\$ 37.17	\$ 37.72	\$ 33.88	\$ 34.43	\$ 32.34	\$ 32.89	\$ 30.11	\$ 30.58	\$ 31.46	\$ 33.02	\$ 33.43
26+	\$ 37.52	\$ 38.07	\$ 38.36	\$ 38.91	\$ 34.28	\$ 34.83	\$ 32.71	\$ 33.26	\$ 30.50	\$ 30.96	\$ 31.86	\$ 33.42	\$ 33.83

Appendix A

Programs under Spec Prog Para lanes:
 Spec Prog 1: IAC, LSK, ECSE, GATE, HEIGHTS
 Spec Prog 2: ISEP, ICSP
 Spec Prog 3: JTC

2025-2026 proposed VAESP - Aquatics

Years of Service	Aquatics Coordinator	Aquatics Coord plus stipend	Aquatics Asst. Coord	Aquatics Asst. Coord	Aquatics Asst. Coord plus stipend
1	\$ 30.73	\$ 31.28	\$ 27.55	\$ 27.55	\$ 28.10
2	\$ 30.73	\$ 31.28	\$ 27.55	\$ 27.55	\$ 28.10
3	\$ 30.73	\$ 31.28	\$ 27.55	\$ 27.55	\$ 28.10
4	\$ 30.73	\$ 31.28	\$ 27.55	\$ 27.55	\$ 28.10
5	\$ 30.93	\$ 31.48	\$ 27.76	\$ 27.76	\$ 28.31
6	\$ 30.93	\$ 31.48	\$ 27.76	\$ 27.76	\$ 28.31
7	\$ 33.56	\$ 34.11	\$ 30.11	\$ 30.11	\$ 30.66
8	\$ 33.56	\$ 34.11	\$ 30.11	\$ 30.11	\$ 30.66
9	\$ 33.56	\$ 34.11	\$ 30.11	\$ 30.11	\$ 30.66
10	\$ 33.56	\$ 34.11	\$ 30.11	\$ 30.11	\$ 30.66
11	\$ 33.87	\$ 34.42	\$ 30.42	\$ 30.42	\$ 30.97
12	\$ 33.87	\$ 34.42	\$ 30.42	\$ 30.42	\$ 30.97
13	\$ 33.87	\$ 34.42	\$ 30.42	\$ 30.42	\$ 30.97
14	\$ 33.87	\$ 34.42	\$ 30.42	\$ 30.42	\$ 30.97
15	\$ 33.87	\$ 34.42	\$ 30.42	\$ 30.42	\$ 30.97
16	\$ 34.47	\$ 35.02	\$ 31.01	\$ 31.01	\$ 31.56
17	\$ 34.47	\$ 35.02	\$ 31.01	\$ 31.01	\$ 31.56
18	\$ 34.47	\$ 35.02	\$ 31.01	\$ 31.01	\$ 31.56
19	\$ 34.47	\$ 35.02	\$ 31.01	\$ 31.01	\$ 31.56
20	\$ 34.47	\$ 35.02	\$ 31.01	\$ 31.01	\$ 31.56
21	\$ 34.86	\$ 35.41	\$ 31.41	\$ 31.41	\$ 31.96
22	\$ 34.86	\$ 35.41	\$ 31.41	\$ 31.41	\$ 31.96
23	\$ 34.86	\$ 35.41	\$ 31.41	\$ 31.41	\$ 31.96
24	\$ 34.86	\$ 35.41	\$ 31.41	\$ 31.41	\$ 31.96
25	\$ 34.86	\$ 35.41	\$ 31.41	\$ 31.41	\$ 31.96
26+	\$ 35.23	\$ 35.78	\$ 31.78	\$ 31.78	\$ 32.33

Appendix A

Lane 1-4 increased by \$0.15 plus IPD

Lane 5-6 increased by \$0.35 plus IPD

Lane 7+ increased by \$0.18

**2025-2026 proposed VAESP
Braille Transcriber and ASL Interpreter**

Years of Service	Braille Transcriber	ASL Interpreter Level 2	ASL Interpreter Level 3
1	\$ 31.38	\$ 30.93	\$ 33.79
2	\$ 31.38	\$ 30.93	\$ 33.79
3	\$ 31.38	\$ 30.93	\$ 33.79
4	\$ 31.38	\$ 30.93	\$ 33.79
5	\$ 31.58	\$ 31.14	\$ 34.00
6	\$ 31.58	\$ 31.14	\$ 34.00
7	\$ 35.22	\$ 34.73	\$ 37.91
8	\$ 35.22	\$ 34.73	\$ 37.91
9	\$ 35.22	\$ 34.73	\$ 37.91
10	\$ 35.22	\$ 34.73	\$ 37.91
11	\$ 35.52	\$ 35.02	\$ 38.24
12	\$ 35.52	\$ 35.02	\$ 38.24
13	\$ 35.52	\$ 35.02	\$ 38.24
14	\$ 35.52	\$ 35.02	\$ 38.24
15	\$ 35.52	\$ 35.02	\$ 38.24
16	\$ 36.11	\$ 35.62	\$ 38.89
17	\$ 36.11	\$ 35.62	\$ 38.89
18	\$ 36.11	\$ 35.62	\$ 38.89
19	\$ 36.11	\$ 35.62	\$ 38.89
20	\$ 36.11	\$ 35.62	\$ 38.89
21	\$ 36.50	\$ 36.00	\$ 39.30
22	\$ 36.50	\$ 36.00	\$ 39.30
23	\$ 36.50	\$ 36.00	\$ 39.30
24	\$ 36.50	\$ 36.00	\$ 39.30
25	\$ 36.50	\$ 36.00	\$ 39.30
26+	\$ 36.87	\$ 36.35	\$ 39.70

Appendix A



VAESP Employee Evaluation

Evaluation from _____ to _____
Annual _____ 45 day Probation (New Employee) _____ 60 day Probation (Transfer) _____

Name _____ Position _____ Department _____

Section A (Required for all employees)

	Meets	*Does Not Meet	Use Comments for: 1-Recognizing Strengths 2-Areas of Concern (Explanation required for "Does Not Meet" rating)
Professionalism / Work Ethic / Flexibility			
Willing to explore new ideas and practices			
Demonstrates ability to organize, plan, and prioritize tasks			
Exhibits dependability and punctuality			
Respects and maintains confidentiality			
Shows initiative			
Works cooperatively			
Works independently			
Exercises good judgment			
Follows instructions			
Knowledge and Performance of Job Requirements			
Willing to learn and apply new knowledge and technology			
Exhibits effective problem solving skills			
Understands roles and responsibilities of job assignment			
Exhibits knowledge of district policies, procedures, & legal requirements			
Interpersonal / Sensitivity / Diversity Awareness / Ability to relate			
Deals with difficult, stressful people/situations in a positive manner			
Exhibits sensitivity and empathy			
Understands and reacts appropriately to student and/or staff behavior			
Exhibits awareness and acceptance of diverse populations			
Exhibits effective written and oral communication			
Exhibits effective listening skills			
Courteous and respectful to students, staff and patrons			

*** A copy of the evaluation is to be provided to the employee at least twenty four (24) hours prior to delivery if any criteria is marked "Does Not Meet"**

Evaluated by

Position

Date

Principal/Supervisor

Date

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. A statement relative to this evaluation is _____, is not _____ attached. (Employee initial and date all attachments.)

Employee Signature

Date

Section B

- Fill in each section as appropriate.
- Non-applicable items, please mark N/A.
- Some classifications may have overlap with other sections. Please select criteria as relevant.

Meets	*Does Not Meet	N/A	Use Comments for: 1-Recognizing Strengths 2-Areas of Concern (Explanation required for "Does Not Meet" rating)
-------	----------------	-----	---

Knowledge of / and Performance of Job Requirements			
Secretary/ All Clerks			
Applies timely and effective reporting practices of the program/assignment			
Exhibits effective phone communication			
Nurtures and fosters good working relations with building and program staff/public			
Works under pressure and able to handle frequent interruptions			
Accurately applies and interprets budget procedures			
Accurately applies and interprets purchasing procedures			
Accurately compiles data and submits timely reports required of the job			
Exhibits ability to format and/or edit correspondence and other communications			
Demonstrates knowledge of district and community programs			
Exhibits knowledge of equipment related to position			
Provides effective office management skills			
All Paraeducators/ Special Program Paraeducators			
Recognizes need to adapt curriculum, approach or techniques and communicates needs to teacher or program specialist			
Exhibits effective small group management skills			
Exhibits the ability to individualize and implement teacher's program/ instruction			
Applies established rules consistently with students and implements appropriate consequences			
Exhibits understanding of student needs and behavior			
Special Program Paraeducators			
Willing to learn about specific disabilities and appropriate strategies			
Exhibits tolerance and understanding of special needs environment			
Appropriately applies physical restraint procedures			
Bilingual			
Exhibits willingness to learn cultural differences			
Effectively communicates program philosophy to staff, community, and students			
Exhibits effective use of language skill in instructional situations-parent communication with translation and integration (i.e. P/T conferences)			
Accurately compiles data and submits timely reports required of the job			
Technology Support Specialist			
Remains current with technological advances			
Demonstrates knowledge of equipment & ability to troubleshoot			
Evaluates age appropriateness and skill level of software			
Exhibits ability to explain the process of technology-related problems			
Provides effective staff in-services on technology			

*** A copy of the evaluation is to be provided to the employee at least twenty four (24) hours prior to delivery if any criteria is marked "Does Not Meet"**

Health/Office Clerk Allocation Model

School Name	Oct 2020 FTE (incl ECSE)	F/R#	ELL#	# of Meds	504s w IHPs	New Students (Mobility)	# Students w/ Exclusionary Discipline	# Students Chronically Absent		Hrs/Day to Alloc. 65	With Rounding
Anderson Elementary	635	327	193	2	3		2	146	1,551.4	4.7	5
Chinook Elementary School	578	131	51	2	2			52	919.5	2.8	3
Eisenhower Elementary	455	185	77	2	0			68	899.5	2.7	3
Felicia Elementary School	591	54	39	3	1			30	790.8	2.4	2.5
Franklin Elementary	348	44	20	2	0			24	483.3	1.5	2
Fruit Valley Elementary School	190	146	68	0	0			70	559.1	1.7	2
Harney Elementary School	582	315	167	0	1			87	1,318.1	4.0	4
Hazel Dell Elementary School	342	189	81	1	3		1	75	829.0	2.5	2.5
Hough Elementary School	252	119	16	1	0		5	66	533.9	1.6	2
King Elementary	411	290	172	0	0			164	1,229.2	3.8	3.5
Lake Shore Elementary	397	108	29	1	0			56	657.7	2.0	2
Lincoln Elementary School	351	183	40	1	0		2	88	768.2	2.3	2.5
Marshall Elementary	426	215	100	0	3			124	1,029.3	3.1	3
Minnehaha Elementary School	446	229	87	4	0		2	107	1,038.5	3.2	3
Ogden Elementary	610	420	204	4	0		1	226	1,759.8	5.4	5.5
Roosevelt Elementary School	558	442	244	1	0			246	1,783.9	5.5	5.5
Sacajawea Elementary School	365	146	49	1	1		2	69	731.9	2.2	2
Salmon Creek Elementary	400	123	24	1	3			64	714.8	2.2	2
Truman Elementary School	469	266	120	2	0		2	150	1,193.3	3.6	3.5
Walnut Grove Elementary	633	361	178	4	4		1	190	1,664.5	5.1	5
Washington Elementary	293	216	85	0	0			100	812.1	2.5	2.5
									21,267.6		66
VITA											2

No enrolled students -to receive minimum 2/hrs/day for 2022-23



To: VPS Supervisors and Administrators

From: Executive Director of Human Resources

Subject: Overtime & Compensatory Time Authorization Procedures

Authority to approve overtime and/or compensatory time within assigned areas of responsibility and within overall budget authority rests with the Superintendent, Associate and Assistant Superintendents, and the Director of Labor Relations.

Administrators identified above may further delegate authority in writing to subordinate supervisors. Such delegations are restricted to budget accounts specifically allocated to the subordinate supervisor for compensation. Copies of the delegation must be provided to the Payroll Office.

In emergency situations during non-duty times, overtime and/or compensatory authority may be exercised by the Associate Superintendent of Administrative Services. Emergency authorization is restricted to those situations where the responsible administrator is unavailable and a delay in authorization would place life or property at risk. The Associate Superintendent of Administrative Services will notify the responsible administrator during the next business day of the situation and the amount of overtime approved.

Overtime is only payable for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Leave and holiday pay are not considered hours of work for computation of overtime. For exceptions to this restriction, see the applicable collective bargaining agreement.

Employees who are not exempt from the Fair Labor Standards Act are entitled, and may be required by the supervisor, to receive overtime pay. Supervisors and/or employees may suggest compensatory time in lieu of overtime. Supervisors have discretion in approving compensatory time but are not to unduly influence or intimidate an employee.

The attached form will be completed for each overtime and/or compensatory time request. Except in emergency situations, the overtime and/or compensatory time request and approval must be completed in advance of the overtime being worked.

Administrators and supervisors should review these procedures with all employees upon initial employment and annually thereafter.

The Payroll Manager will maintain a consolidated file of approved overtime and/or compensatory time for periodic review by the staff.



Vancouver Public Schools Report of Compensatory Time Earned and Used

Employee's Name _____

Month _____ 20____

Please Print

Employee's Position _____

Location _____

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Hours	
Extra Hours Worked																																	
Compensatory Hours Earned*																																	
Compensatory Hours Used																																	

*Compensatory Hours Earned are calculated as follows:

-If hours worked are less than or equal to 8 hours in one day, the hours are calculated =extra hours worked x 1

-If hours worked are more than 8 hours in one day, the hours are calculated = extra hours worked x 1.5

Duties Performed in Extra Hours _____

Extra Hours Worked Preauthorized by:

Name of Central Office Administrator _____ Date _____
(phone or email preauthorization)

Compensatory Hours Used (Time Taken Off) Preauthorized by:

Name of Central Office Administrator
(phone or email preauthorization)

Date

Name of Central Office Administrator
(phone or email preauthorization)

Date

At the end of the month, Employee and Immediate Supervisor sign the form and forward to the Payroll Dept..

Approved _____
Immediate Supervisor's Signature

Employee's Signature

Approved _____
Preauthorizing Administrator's Signature(s)

NOTICE OF NONDISCRIMINATION

Vancouver Public Schools is an equal opportunity district in education programs, activities, services, and employment. The district does not discriminate on the basis of race, creed, color, religion, sex, national origin, marital status, sexual orientation, including gender expression or identity, age, families with children, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal.

The district provides equal access to the Boy Scouts of America and other designated youth groups. The district complies with Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Older Worker Protection Act, and all other state, federal, and local equal opportunity laws. You may contact any of the following people at 2901 Falk Rd., Vancouver, Washington, 98661, or by writing to them at Vancouver School District, PO Box 8937, Vancouver, Washington 98668-8937 or by calling 360-313-1000: ADA–Jeff Fish (jeff.fish@vansd.org); Title VII, 504 – Katie Arkoosh (katie.arkoosh@vansd.org); IDEA–Katie Arkoosh (katie.arkoosh@vansd.org); Affirmative Action/Title IX–Jeff Fish (jeff.fish@vansd.org); Title IX Elementary–Kristie Lindholm (kristie.lindholm@vansd.org); Title IX Secondary–Bill Oman (bill.oman@vansd.org);– Equity Director- Janell Ephraim (janell.ephraim@vansd.org); Athletic Equity–Jim Gray (james.gray@vansd.org). This notification can be provided in the appropriate language for communities of national origin and minority persons with limited English language skills by contacting 360-313-1250.