

COMPREHENSIVE PROFESSIONAL AGREEMENT



BETWEEN

**VANCOUVER ASSOCIATION OF EDUCATIONAL
SUPPORT PROFESSIONALS**

AND

VANCOUVER SCHOOL DISTRICT NO. 37

2021 - 2025

PROFESSIONAL AGREEMENT

between

VANCOUVER SCHOOL DISTRICT NO. 37

and

VANCOUVER ASSOCIATION OF EDUCATIONAL SUPPORT PROFESSIONALS

PREAMBLE

This Agreement is made and entered into from September 1, 2021, through August 31, 2025, 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.

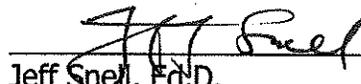
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 8th day of November 2021.

WITNESSETH:

Vancouver School District No. 37



Kyle Sproul
President of the Board of Directors



Jeff Snell, Ed.D.
Secretary to the Board of Directors

Vancouver Association of Educational Support Professionals



Barb Plymate
President



Lynn Davidson
UniServ Representative/WEA

VAESP Comprehensive Professional Agreement – 2021-2025

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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 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.

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 with the Association.

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 42.17A.495 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:

2.2A 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:

The President(s) of the Association and/or designated representative(s) will be allowed time off with pay up to a maximum of forty (40) days per year upon written request. Such requests will be submitted through the Absence Management system.

These written requests must be received in the Human Resources Department four (4) working days prior to the day of absence. Cost of the substitute(s) will be borne by the Association.

2.2C President's Leave:

Upon written request and through the Absence Management system, the District shall provide time off with pay to a maximum of one (1) day per month for the President of the Association to conduct official Association business during working hours. Cost of the substitute will be borne by the District.

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) letter of admonishment, (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.

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.

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:

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

Article 3.6 Job Vacancy Process:

3.6A Job Postings:

When bargaining unit vacancies occur and/or a new position becomes available, such positions shall be posted for five (5) full work days 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)

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 seventy-seven cents (\$.77) per hour.
- **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 forty (\$.40) 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 seventy-seven (\$.77) 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.

Article 3.8 Hours of Work and Overtime:

3.8A 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 and Technology Support Specialist Additional Days:

- 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:

Paraeducators will be employed on the basis of a one hundred eighty (180) work days per school year. Paraeducators have up to ten (10) paid holidays (Pursuant to Article 3.22C, Holiday Pay Defined). Paraeducators, 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 quitting times shall be established by the District for all employees within the terms of this Agreement.

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:

Period of Orientation and Training – Minimum of Three (3) Days:

Employees assigned to a new position shall be given a period of orientation and training at the commencement of their employment in the new position. 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 District will determine if more time is needed during the orientation process.

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 ninety (90) days of hire, the Association will be given thirty (30) minutes for the purpose of presenting information about the Association.

The meeting, coordinated by the Association, will be scheduled quarterly on a District determined early release day and at a mutually agreed upon location.

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:

Salary Schedules: 2021-2022, Appendix A. Additional years will be published on the portal as of September 1 of each year.

Effective September 1, 2021, Appendix A will be increased three point five (3.5%) for all VAESP employees, an additional one point five (1.5%) increase will be given to Special Program Paraeducators. One (1) time stipend of \$500.*.

Effective September 1, 2022, Appendix A will be increased by two percent (2%)*.

Effective September 1, 2023, Appendix A will be increased by two percent (2%) *.

Effective September 1, 2024 – Across the Board Percentage Wage Opener. *

*Above and beyond state funded IPD

*Additionally, all members as of August 31, 2021, that meet the following criteria would receive a one-time five hundred dollar (\$500) supplemental compensation stipend, paid with the December 2021 payroll.

- Complete any COVID-specific Safe Schools Training Models.
- Review all COVID-specific protocols appropriate to safely meet the needs of their specific job assignment with their supervisor.
- Report to work at least seventy-five percent (75%) of the assigned workdays, for their base job assignment in August and September. Up to twenty-five percent (25%) of the workday absences will not prohibit the payment of this stipend, only if they are approved, paid leaves from available district leave balances (sick, vacation, personal).

*For new employees hired between September 1, 2021, and March 1, 2022, who successfully complete their ninety (90) day probationary period, will receive a one-time five-hundred dollars (\$500) supplemental compensation stipend, which would be paid on the first available month after their ninety (90) day probationary period is completed:

- Complete any COVID-specific Safe Schools Training Models.
- Review all COVID-specific protocols appropriate to safely meet the needs of their specific job assignment with their supervisor.
- Complete ninety (90) day probationary period.

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 Professional Level Defined:

Employees who have completed six (6) years of continuous service with the District will be granted the Professional Level of compensation. Compensation increases will be granted on September 1 and will follow the longevity language for the applicable movement dates.

3.12G Longevity:

Employees will receive an hourly longevity with the completion of ten (10), fifteen (15), twenty (20), or 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, thus raising the work schedule to 181 days. 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. 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. 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.

3.14D 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 First Aid certified.

Required classes attended by employees outside the workday will be paid in accordance with FLSA. Tuition and books will be paid for by the district for required courses.

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.

Article 3.15 Office Staffing:

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

All elementary schools will retain an eight (8) hour enrollment clerk. 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, 21. 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.

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.

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) seniority lists:

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
 - Special Program
 - Learning Support
 - General
 - 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 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.

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 the District 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.

3.17E 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:

1. Direct relationship with student in building one-on-one (1:1) paraeducator
2. In building and seniority
3. 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.

3.21C 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:

3.22A 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 when school is not in session during the winter holiday season.

The employee and administrator may mutually agree to flex the additional paid holiday when school is not in session between the Thanksgiving holiday and the winter holiday season. The flex additional paid holiday is built into the 2080 hour Agreement as an

observed holiday over winter break.

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.

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:

- (1) The maintenance of order and discipline;
- (2) The protection of school personnel, school property, or students; or
- (3) 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.

3.24C 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.

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 in the attendance area for which they are responsible.

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 70.96B.010.

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.

3.24O 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:

Paraeducators assigned to special programs (SCC, SCP, SLC) requiring CPI and/or Ukeru training will receive an additional daily stipend of ten dollars (\$10) per day. Other special programs 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 Association and the District therefore agree that Special Program Paraeducators in such situations will be provided with additional compensation equal to ten dollars (\$10) per day.

All paraeducators in SCC, SCP, and SLCs will receive the \$10/day stipend automatically in their pay.

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.

Paraeducators not in these programs who are working with students exhibiting significant behavior may qualify for the additional \$10/day stipend. In order to receive it, building admin work with special services manager to review data. If approved, stipend reflected on time sheet.

3.24P1 CPI Testing Guidelines:

All materials for CPI training will be given to the staff on the first day of the course. If the employee fails, 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), ten dollar (\$10)/day stipend is not impacted unless the student's significant behavior ceases to meet the requirements of article 3.24P:

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.
- 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 assist in a student restraint, 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 into a position that does not require CPI.

The employee must retake and pass the initial CPI course in order to apply to a position that provides the ten dollars (\$10)/day stipend.

3.24Q Special Education Paraeducators – Special Compensation and Working Conditions Criteria:

When a special education classroom experiences paraeducator absences, each paraeducator present will receive \$10 a day.

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.

If a one-on-one (1:1) paraeducator, who supports a student served in learning support, is absent another learning support paraeducator may be moved to support the student and any impacted learning support classroom would receive the \$10.

Special education program paraeducators may be moved to support other special education program/students within the same building.

If a paraeducator is moved to support a student or program within the building, the classroom that the paraeducator was pulled from and the classroom that the paraeducator goes to both receive the ten dollar (\$10) stipend.

Process:

1. Paraeducators complete time sheet and indicate the name of the absent paraeducator or note that it is a vacant position within (teacher's name) classroom, and gives to Secretary.
2. Secretary confirms vacancy and adds budget number.
3. Secretary sends to Payroll

3.24R Jim Tangeman Center (JTC):

Following receiving "Meets Standards" for Advanced CPI training and passing of Ukeru training or other district-determined crisis response training, paraeducators working at Jim Tangeman Center will be compensated an additional ten dollars (\$10) per day.

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 two (2) school years, 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.

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 assigned to school buildings should not report for duty. The school day will be rescheduled, and the time will be worked on the make-up day.
- Ten (10) and twelve (12) month contracted employees assigned to school buildings may report. Those who do not report have a choice to make-up the missed time, take uncompensated leave or use 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 and who choose not to make-up the missed time.
 - Employees who choose to make-up the missed time, should inform their supervisor on the next duty day. Employees choosing to make-up the time will be paid as though the hours were worked and be expected to make-up the time within the month (same pay period, if possible) or make alternative

arrangements with their building or program administrator/supervisor. Supervisors will informally account for an equivalent amount of time employees choosing to make up the time. This will not require maintaining a separate time and attendance reporting the make-up hours to payroll. Supervisors will be flexible in accommodating employee make-up arrangements (e.g. break time, shorter lunch, earlier reporting, later departure, or at the end of the school year etc.). Employees need to inform the supervisor of the method they intend to use and supervisors must maintain reasonable informal records to support any audit reviews.

Ten (10) and 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.

- If conditions preclude reporting for duty, employees have a choice to make-up the missed time, take uncompensated leave, personal leave, or vacation leave.
- 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 and who choose not to make-up the missed time.
- Employees who choose to make-up the missed time, should inform their supervisor on the next duty day. Employees choosing to make-up the time will be paid as though the hours were worked and be expected to make-up the time within the month (same pay period, if possible) or make alternative arrangements with their building or program administrator/supervisor. Supervisors will informally account for an equivalent amount of time employees choosing to make up the time. This will not require maintaining a separate time and attendance reporting the make-up hours to payroll. Supervisors will be flexible in accommodating employee make-up arrangements (e.g. break time, shorter lunch, earlier reporting, later departure, or at the end of the school year, etc.). Employees need to inform the supervisor of the method they intend to use, and supervisors must maintain reasonable informal records to support any audit reviews.
- Emergency leave does not normally apply to self-determined hazardous driving conditions in the immediate geographical area of the employee residence and is only appropriate for building closures. 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.
- Emergency leave may only be used when the Administration Office and auxiliary sites are officially closed.

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.

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/worksites

ARTICLE 4: PARAEDUCATOR 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.

4.1 E 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:

The Association and employees laid-off under the provisions of this section shall be notified by the District in writing no less than two weeks prior to the effective date of layoff.

The District shall provide the Association with the names of all employees to be laid-off as soon as possible after such determination has been made.

The District shall meet with the representatives of the Association in a timely manner to explain the reasons for the layoff.

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.

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 him/her 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.

4.2 F Eligibility for Health Coverage:

Health benefits are continued at the employee's assigned hours as long as the employee is available and agrees to work when requested.

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 he/she 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 With Out Loss of Pay – Not to Exceed Three (3) Days:

The total number of days of bereavement leave without loss of pay may not exceed the sum total of three (3) days for any one individual loss 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.

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 bereavement leave 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 her doctor will determine when the beginning and end of the leave will occur.

An employee returning from maternity leave shall be assigned to her 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:

A District employee is eligible to receive donated leave if:

- i. The employee suffers from, or has a relative or household member suffering from, an extraordinary or tragic illness, injury, impairment, or physical or mental condition, which has caused, or is likely to cause, the employee to go on leave-without-pay status or terminate their employment.
- ii. The employee's absence and the use of shared leave are justified.
- iii. The employee has depleted, or will shortly deplete, their accrued leave reserves.
- iv. The employee has abided by District rules regarding sick leave use.
- v. The employee has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

The superintendent or designee shall determine the amount of leave, if any, which the employee may receive under District policy. However, an employee shall not receive more

leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than five hundred twenty (520) days of leave.

5.1AW 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

Benefits:

For the duration of the contract, the District will continue to “flow through” all State benefit money, as well as maintain the District FTE contribution of twelve dollars (\$12) monthly per FTE to the benefit pool. The pass through amount applies for regularly assigned and temporary employees working 1440 or more regularly scheduled hours per school year. A proportionate amount will be provided to qualifying part-time employees. This contribution will apply to the full or partial payment of the premiums toward the basic benefit program. The District agrees to pool VAESP/WEA earned but unused employee health benefit contributions in accordance with the guidelines of RCW 28A.400.270-280.

6.1A Employee Eligibility Defined:

Employees who work fewer than 1440 regularly scheduled annual hours (September 1 through August 31) will receive a prorated insurance contribution calculated from a base of 1440 annual hours.

Employees participating in insurance programs who receive twelve (12) pay warrants, but do not generate enough money to pay the total cost of the monthly insurance premiums will have the difference in cost automatically deducted from each pay warrant.

6.1B Basic Benefit Programs:

Mandatory basic benefit programs requiring participation by the entire membership include dental, orthodontics, vision, audio, long-term disability plan; and life insurance plans. An employee is eligible for the mandatory insurance program(s) when in a regularly scheduled position working 3.5 or more hours per day. The programs are the District’s mandatory insurance plan (Dental, Vision, Audio) and the Long-Term Disability Plan, Term Life Insurance Plan for \$10,000 (including an additional \$10,000 plan for Kaiser medical insurance members, provided Kaiser is still a provider). Members not enrolled in a medical

program will receive an additional \$10,000 Term Life insurance.

The District will make available a closed panel medical health plan. An employee regularly scheduled for 3.5 hours or more is eligible to enroll in this program. An employee must be regularly employed for 3.5 hours or more to receive District contributions toward medical insurance premiums.

The District will make available to each bargaining unit member for each year of this agreement an open panel medical/health and hospitalization plan. An employee regularly scheduled for 3.5 hours or more is eligible to enroll in this program. An employee must be regularly employed for 3.5 hours or more to receive District contributions toward medical insurance premiums.

Definition:

- Open panel: Allows customers for coverage outside provider network (Aetna, United Health Care).
- Closed panel: Requires customers to use their health provider physicians.

6.1C Pooling:

Any unused medical benefit employer contributions will be accumulated in a pool which shall be used on a monthly basis to reduce or eliminate payroll deductions for bargaining unit members for basic benefit plans (pro-rated for employees employed for less than 1440 annual hours).

After pooled dollars have been used to fully fund basic benefits for members as outlined above, if there are dollars remaining in the pool, these dollars will be divided equally over all full-time employees in the group (pro-rated for part-time employees.) These excess dollars may be used to purchase the approved voluntary benefit plans.

6.1D Insurance Program Reserve:

If there are any employer benefit contributions remaining after pooling employer benefit contributions for payment of premiums for basic and voluntary insurance programs selected, then such amount will be assigned into the District's mandatory insurance program reserve maintained for employee group benefits programs to improve said plans as mutually agreed upon between the District and the Association.

6.1E Voluntary Participation Insurance Programs:

An employee is eligible for the voluntary insurance programs when in a regularly scheduled position working 3.5 or more hours per day.

An employee may participate in voluntary insurance programs which may include, but not be limited to, short-term disability plan, Cancer Insurance, Dependent Care Assistance Plan, Flexible Medical Spending Account, Additional Life Plan, accident, long-term care and AD&D Life Plans through payroll deduction.

Premium levels for insurance programs are dictated by the insurance companies involved and are not the responsibility of the Vancouver School District.

The District, by contributing to the payment of insurance premium payments required to provide health insurance coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure

of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the District or the Association, nor shall such a failure be considered a breach by either of them of any obligation under this Article. If problems arise relating to coverage, employees are to contact the insurance carrier directly.

Regular and temporary employees, who are hired prior to May 15 of each year, will be granted benefits through the summer. When employees who are still employed by the District do not have sufficient pay to cover their payroll deductions (e.g. summer months), employees will be required to personally pay the premiums (employee's share only).

Examples:

- Employees who are paid cut-off to cut-off via a timesheet (September through July), will be required to personally pay the premiums (employee's share only).

Employees who are on annualized pay (paid September through August), will have their share of premiums deducted from their summer paychecks.

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 his/her 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, 2021, through August 31, 2025. 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 compensations of classified staff.

The 2021 – 2022 salary schedules is Appendix A. Each individual salary will be altered to conform to any such revised salary schedule for the 2022 – 2025 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 2021-2022 Salary Schedule w/5.5%

Years of Service	Secty	Secty plus stipend	Tech Support Specialist		Tech Support Specialist plus stipend	Enrollment Special Prg Clerk Fiscal Clerk		Enrollment Special Prg Clerk Fiscal Clerk plus stipend	Clerk	Clerk plus stipend	Paraeducator General	Learning Support Paraeducator	Spec Prg Paraeducator
			Support Specialist	Specialist		Special Prg Clerk	Fiscal Clerk						
1	25.70	26.25	25.67	26.22	26.22	23.37	23.92	22.21	22.76	20.63	20.94	21.55	
2	25.70	26.25	25.67	26.22	26.22	23.37	23.92	22.21	22.76	20.63	20.94	21.55	
3	25.70	26.25	25.67	26.22	26.22	23.37	23.92	22.21	22.76	20.63	20.94	21.55	
4	25.70	26.25	25.67	26.22	26.22	23.37	23.92	22.21	22.76	20.63	20.94	21.55	
5	25.70	26.25	25.67	26.22	26.22	23.37	23.92	22.21	22.76	20.63	20.94	21.55	
6	25.70	26.25	25.67	26.22	26.22	23.37	23.92	22.21	22.76	20.63	20.94	21.55	
7	29.54	30.09	29.48	30.03	30.03	26.85	27.40	25.56	26.11	23.73	24.09	24.78	
8	29.54	30.09	29.48	30.03	30.03	26.85	27.40	25.56	26.11	23.73	24.09	24.78	
9	29.54	30.09	29.48	30.03	30.03	26.85	27.40	25.56	26.11	23.73	24.09	24.78	
10	29.54	30.09	29.48	30.03	30.03	26.85	27.40	25.56	26.11	23.73	24.09	24.78	
11	29.79	30.34	29.73	30.28	30.28	27.09	27.64	25.81	26.36	23.98	24.34	25.05	
12	29.79	30.34	29.73	30.28	30.28	27.09	27.64	25.81	26.36	23.98	24.34	25.05	
13	29.79	30.34	29.73	30.28	30.28	27.09	27.64	25.81	26.36	23.98	24.34	25.05	
14	29.79	30.34	29.73	30.28	30.28	27.09	27.64	25.81	26.36	23.98	24.34	25.05	
15	29.79	30.34	29.73	30.28	30.28	27.09	27.64	25.81	26.36	23.98	24.34	25.05	
16	30.29	30.84	30.23	30.78	30.78	27.60	28.15	26.31	26.86	24.48	24.85	25.56	
17	30.29	30.84	30.23	30.78	30.78	27.60	28.15	26.31	26.86	24.48	24.85	25.56	
18	30.29	30.84	30.23	30.78	30.78	27.60	28.15	26.31	26.86	24.48	24.85	25.56	
19	30.29	30.84	30.23	30.78	30.78	27.60	28.15	26.31	26.86	24.48	24.85	25.56	
20	30.29	30.84	30.23	30.78	30.78	27.60	28.15	26.31	26.86	24.48	24.85	25.56	
21	30.61	31.16	30.61	31.16	31.16	27.90	28.45	26.62	27.17	24.78	25.16	25.89	
22	30.61	31.16	30.61	31.16	31.16	27.90	28.45	26.62	27.17	24.78	25.16	25.89	
23	30.61	31.16	30.61	31.16	31.16	27.90	28.45	26.62	27.17	24.78	25.16	25.89	
24	30.61	31.16	30.61	31.16	31.16	27.90	28.45	26.62	27.17	24.78	25.16	25.89	
25	30.61	31.16	30.61	31.16	31.16	27.90	28.45	26.62	27.17	24.78	25.16	25.89	
25+	30.91	31.46	31.60	32.15	32.15	28.22	28.77	26.93	27.48	25.10	25.48	26.22	

Appendix A



VAESP Employee Evaluation

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

Name _____ Position _____ Department _____

Use Comments for: 1-Recognizing Strengths 2-Areas of Concern (Explanation required for "Does Not Meet" rating)	* Does Not Meet	
	Meets	Does Not Meet
Section A (Required for all employees)		
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 _____ Principal/Supervisor

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.)

Date	Date	Employee Signature	*Does Not Meet	N/A	Use Comments for: 1-Recognizing Strengths 2-Areas of Concern (Explanation required for "Does Not Meet" rating)
Section B					
<ul style="list-style-type: none"> 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. 					
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.	With Rounding	
	Weights (Enhancers)	1	1.2										1.3
Anderson Elementary		635	327	193	2	3	2	3	2	146	1,551.4	4.7	5
Chinook Elementary School		578	131	51	2	2	2	2	2	52	919.5	2.8	3
Eisenhower Elementary		455	185	77	2	0	2	0	0	68	899.5	2.7	3
Felida Elementary School		591	54	39	3	1	3	1	1	30	790.8	2.4	2.5
Franklin Elementary		348	44	20	2	0	2	0	0	24	483.3	1.5	2
Fruit Valley Elementary School		190	146	68	0	0	0	0	0	70	559.1	1.7	2
Harney Elementary School		582	315	167	0	1	0	1	1	87	1,318.1	4.0	4
Hazel Dell Elementary School		342	189	81	1	3	1	3	1	75	829.0	2.5	2.5
Hough Elementary School		252	119	16	1	0	1	0	5	66	533.9	1.6	2
King Elementary		411	290	172	0	0	0	0	0	164	1,229.2	3.8	3.5
Lake Shore Elementary		397	108	29	1	0	1	0	0	56	657.7	2.0	2
Lincoln Elementary School		351	183	40	1	0	1	0	2	88	768.2	2.3	2.5
Marshall Elementary		426	215	100	0	3	0	3	0	124	1,029.3	3.1	3
Minnehaha Elementary School		446	229	87	4	0	4	0	2	107	1,038.5	3.2	3
Ogden Elementary		610	420	204	4	0	4	0	1	226	1,759.8	5.4	5.5
Roosevelt Elementary School		558	442	244	1	0	1	0	0	246	1,783.9	5.5	5.5
Sacajawea Elementary School		365	146	49	1	1	1	1	2	69	731.9	2.2	2
Salmon Creek Elementary		400	123	24	1	3	1	3	0	64	714.8	2.2	2
Truman Elementary School		469	266	120	2	0	2	0	2	150	1,193.3	3.6	3.5
Walnut Grove Elementary		633	361	178	4	4	4	4	1	190	1,664.5	5.1	5
Washington Elementary		293	216	85	0	0	0	0	0	100	812.1	2.5	2.5
											21,267.6		66

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

VITA

2

68



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 _____ Date _____
phone or email preauthorization)

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

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–Kathy Everidge (kathy.everidge@vansd.org); Title VII, 504–Steve Vance (steve.vance@vansd.org); IDEA–Daniel Bettis (daniel.bettis@vansd.org); Affirmative Action/Title IX–Kathy Everidge (kathy.everidge@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.