

**AGREEMENT**

**by and between**

**VASHON ISLAND SCHOOL DISTRICT #402**

**and**

**VASHON EDUCATIONAL SUPPORT PERSONNEL**

**SEPTEMBER 1, 2018, through AUGUST 31, 2020**

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## **PREAMBLE**

In order to effect the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter "the Act"), and to set forth prescribed rights with respect to wages, hours and working conditions of the classified employees of the School District, the Agreement is made and entered into on this 1st day of October, 2018, by and between the District and the Vashon Educational Support Personnel, hereinafter referred to as VESP.

## **ARTICLE I - RECOGNITION AND COVERAGE OF AGREEMENT**

1.1 The District hereby recognizes the VESP as the exclusive representatives of all employees in the bargaining unit described in this section, and the VESP recognizes the responsibility of representing the interests of all such employees. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2). The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: -(1) secretarial, (2) instructional, (3) educational support, (4) monitors/assistants, and (5) professional/technical provided, however, that non-represented groups shall be excluded from the bargaining unit to which this Agreement is applicable.

1.2 The District will provide the VESP with job descriptions for all positions covered by this Agreement. The District will provide the VESP with such amendments, changes and additions to job descriptions as they may, from time to time, occur. A complete set of job descriptions will be kept on file in the administration office and will be made available to employees upon request.

1.3 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine.

1.4 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. All rights, duties, and prerogatives of management, including the right to use volunteers, shall remain exclusively within the control of the District, except as limited by this Agreement and the statutes of the State of Washington.

## **ARTICLE II - RIGHTS OF THE EMPLOYER**

2.1 It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights, in accordance with applicable laws and regulations, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work or for other reasons. The District shall retain the right to maintain efficiency or the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

## **ARTICLE III - RIGHTS OF THE EMPLOYEES**

3.1 Pursuant to the rights, duties and remedies of the Washington Public Employees' Collective Bargaining Act, RCW 41.46, hereinafter referred to as the "Act," the District hereby agrees that every employee as herein defined shall have the right freely to organize, join and support the VESP. Both the VESP and the District agree that they will not discriminate against any employee because of membership or non-membership in the VESP.

3.1.1 No classified employee shall be asked to cover a class except in cases of emergency.

3.2 The provisions of the Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, gender identity/gender expression, veteran/military status, disability, breastfeeding, use of a service animal, or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise allowed by law.

## **ARTICLE IV - RIGHTS OF THE ASSOCIATION**

4.1 The names, hire date, work assignment, addresses and salary information of employees in the bargaining unit will be provided annually no later than October 1 to the President of the VESP. The preceding data for new employees will be provided to the President of the VESP upon request, within a reasonable amount of time.

4.2 During the workday, duly authorized representatives of the VESP shall be permitted to transact official VESP business on school property, provided that the representative first notifies the building administrator of his/her presence and such business does not disrupt the educational process of the District.

4.3 Interschool mail facilities and bulletin board space and email in each building can be used by the VESP provided that materials are labeled as VESP business and contain the name of the authorized VESP representative distributing such materials. The VESP can use school equipment, including audio-visual and e-mail normally available to employees after school hours; provided that such equipment shall not be removed from school property. The building administrator's office will be notified prior to use of school equipment. The use shall be for internal VESP business. Materials produced on school equipment shall be internal VESP business. Materials produced on school equipment shall be limited to internal VESP communications. Expendable supplies, in connection with such equipment use, will be furnished or paid for by the VESP.

School facilities can be used for VESP union business at reasonable times during non-duty hours, provided that such meetings shall not interfere with the normal school operations or park district interlocal agreement. The VESP will give prior notice for any such activity or property used. Pursuant to RCW 28A.320.510, the District has the right to acquire a reasonable rental for the use of School District facilities and equipment. The VESP shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

4.4 At the request of either the Association or District, a meeting will be held between the parties to discuss any matter of concern.

4.5 **District Reorganization.** The District will provide 10 days' notice to the Association prior to implementation of a reorganization affecting bargaining unit members or positions.

#### **ARTICLE V - HOURS OF WORK AND OVERTIME**

5.1 **Shift Hours and Rest Periods.** The standard work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each and not to exceed forty (40) hours per week, and shall normally be scheduled Monday through Friday. Each employee who works a normal full-time shift must receive and take two (2) relief periods of fifteen (15) minutes included in paid time for a complete day's schedule. Lunch periods shall not be included in paid time. "Full-time employee" will include all employees working seven and one-half (7-1/2) and eight (8) hour shifts through the entire calendar year. All employees working five (5) hours or more per day must take a thirty (30) minute duty-free lunch period during which they may leave the building. In the event an employee is assigned to a shift of fewer hours than the full-time work shift previously defined, the employee must take a fifteen (15) minute rest period during each consecutive four (4) hours of work.

5.1.1 No employee shall receive less than two (2) hours pay for any day worked, including meeting days. Meeting days shall include staff meetings, in-service training, and committee meetings. Staff shall be paid for optional meetings, which they attend with prior written approval of administrator.

5.2 **Overtime.** All hours worked in excess of eight (8) hours per day or forty (40) hours per calendar week shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. No provision of this Agreement shall be interpreted to require the District to assign an employee to perform any job assignment that would cause the employee's hours to exceed forty (40) hours for that week.

5.3 **Staff Meetings/In-service Training/Committee Meetings.** Employees required or authorized in advance, upon request, to attend staff or orientation meetings or in-service training will be paid at their regular hourly rate for their time in attendance unless it is part of their regularly paid contracted day. The District will supply a request form for such authorization, to be completed and approved in advance of attendance. If an employee's time in attendance is in excess of eight (8) hours per day or forty (40) hours per calendar week, he/she shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate for the excess hours. An employee must be in attendance to receive payment; two (2) hours will constitute minimum payment for attending such authorized in-service training.

Employees serving on district committees that are an extension of the employee's position or are required and authorized in advance to attend staff or in-service trainings shall be paid at the employee's regular hourly rate but overtime provision will not apply unless the employee works more than forty (40) hours per week.

Employees required by their Building Principal or Director of Student Services, to attend IEP meeting, curriculum night (open house), or principal meetings (principal's tea) outside their regular scheduled workday will be paid for the hours of attendance at their regular rate of pay.

The district will compensate all classified employees for attending the district-wide beginning of the year welcome-back breakfast and staff meeting, not to exceed three (3) claimed hours for the welcome-back combined activities.

- 5.3.1 All employees under this bargaining agreement will be required to work the teacher workday before school starts, as scheduled by the District for that day. The workday will be at least six (6) hours. VESP and the District/Building will mutually agree upon the agenda for this day. All -K-12 paraeducators will work a 181-day school year (includes all half days) unless an alternative schedule is agreed upon between employee and supervisor.
- 5.3.2 Secretarial employees who work 210 days will be given at least six (6) hours additional paid time. The time will be mutually agreed upon between the employee and the building administrator.
- 5.3.3 Employees will be paid for all hours assigned to be worked and hours otherwise mutually agreed to be worked with pay. This shall not prevent employees from volunteering for committees beyond their regular workday or other activities that are not a regular part of their job duties.

5.4 **Training.** The District will provide a **minimum** of twenty-four hours of mandatory professional development per year. For employees who work to the student schedule this time will occur prior to the first day of school as part of the employee's regular calendar. Employees who have calendars which begin prior to the week before the first day of school will have alternative training opportunities established on an annual basis.

5.5 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours' pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of notification by the District of the closure prior to leaving home for work. Such a notification will normally be by radio/television school closure notice.

5.6 The VESP will be given the opportunity for input on the proposed student calendar for the District on the same basis as other bargaining units, provided that the Vashon Education Association will initiate the process for providing choices for input.

5.7 When an employee believes that their job description cannot be performed, due to changes in hours or duties, they will notify the VESP President. The VESP President will meet with the Superintendent or designee as soon as possible to review.

#### **ARTICLE VI - HOLIDAYS AND VACATIONS**

6.1 Employees on a 220-day or less schedule shall be entitled to ten (10) paid holidays, as follows:

- |                                |                           |
|--------------------------------|---------------------------|
| 1. New Year's Day              | 6. Labor Day              |
| 2. Martin Luther King, Jr. Day | 7. Veterans' Day          |
| 3. Presidents' Day             | 8. Thanksgiving Day       |
| 4. Friday of Spring Vacation   | 9. Day after Thanksgiving |
| 5. Memorial Day                | 10. Christmas Day         |

6.2 **Vacations.** Employees shall be eligible for paid vacation time beginning with their first warrant. Classified employees will be paid in 12 equal monthly payments. Vacation and holiday pay will be paid equally over the 12 monthly payments. All classified employees will complete and submit monthly a classified time sheet through their building office according to an established calendar. This time sheet shall report any pre-approved overtime and additional time with the account number to be charged. Employees hired during the school year shall be eligible for holiday(s) between hire date and last day of the school year.

6.3 In the sixth (6th) year of consecutive employment with the District, the vacation allowance shall increase to a formula of one (1) day of vacation for every 23.6 days worked for each year (prorated). This formula shall increase as follows hereafter:

	<u>Year</u>	<u>Day</u>	<u>for Every Number of Days Worked</u>	
Before	6th	1	25.0	
	6th	1	23.6	
	7th	1	21.6	
	8th	1	20.0	
	9th	1	18.5	
	10th	1	17.3	
	11th	1	16.2	
	12th	1	15.3	
	After	12th	1	14.4

For example, a 180-day employed paraeducator who regularly works three (3) hours per day in his/her ninth year of employment will be paid vacation allowance of 9.7 (180:18.5) x 3 hours x hourly pay rate = XXX.XX.

- 6.3.1 If an employee leaves the District prior to the end of the agreed upon length of service and has received vacation allowance or has taken vacation days, the amount of vacation will be prorated through the last day worked. If the amount of vacation paid or taken is greater than the amount of vacation prorated, the employee will be deducted for the difference on his/her last paycheck or must reimburse the District if deductions exceed the amount of the last paycheck.

#### ARTICLE VII - LEAVES

Employees are expected to be on the job. The following leaves are exceptions to the rule. Misuse of leave may lead to discipline up to and including termination.

The District will provide substitutes to all employees, subject to the availability of substitutes. This agreement will not apply to Professional/Technical employees unless their responsibilities dictate that they be performed on a daily basis.

7.1 **Wellness Leave.** Every employee covered by this contract shall be entitled to Annual Wellness Leave. Wellness leave replaces former contract language for sick leave, emergency leave and personal leave. Each employee shall be furnished an accounting of his/her accumulated wellness leave at the beginning of each year.

- 7.1.1 Every person under contract for a full school year (180 days) shall be entitled to twelve (12) annual days of annual leave of absence for wellness.
- 7.1.2 Part-time employees' wellness leave allocations will be prorated.
- 7.1.3 Use of annual wellness leave days will be at the discretion of the employee.
- 7.1.4 Pay for any period of absence shall be the same pay the employee would have received by contract for regular service.
- 7.1.5 For each day's absence after the wellness leave allowance, a salary deduction of one (1) workday shall be made. No more than three (3) employees may be granted wellness leave on any given day with the exception of sick leave.
- 7.1.6 Leave not taken during the year shall be accumulated from year to year.
- 7.1.7 Personnel claiming sick leave benefits for more than five (5) consecutive days may be required to submit a written statement from a regularly licensed physician which outlines the need for continued absence for medically-approved reasons.
- 7.1.8 Leave in excess of four (4) consecutive days and leaves requested preceding or following breaks or holidays, with the exception of sick leave, will be limited to three (3) employees per bargaining unit and must be pre-approved by the Building principal and forwarded to the payroll/benefits coordinator. Exceptions to the three (3) employees per bargaining unit limit may be made at the discretion of the Superintendent.

The employee must have a confirmed substitute and a general work plan pre-approved and submitted ten (10) work days prior to the requested leave. If employee takes a leave without the above requirements, disciplinary action may be taken.

**Workers' Compensation.** In the event employees are absent for reasons, which are covered by Workers' Compensation, the District shall pay the employee an amount equal to the difference between the amount paid the employee by Puget Sound Workers' Compensation Trust and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Any employee who is injured on the job must fill out appropriate forms and return to building administrator within twenty-four (24) hours of occurrence.

**Sick Leave Buy-out.** The District will provide sick leave cash out pursuant to state law at retirement or death of an employee and provision of annual cash out pursuant to the RCW pertaining to the Employee Attendance Incentive Program.

**7.2 Bereavement Leave.** Absence for bereavement caused by the death of a member of the immediate or extended family of all employees of the District shall be allowed without deduction of pay; allowances for such absences shall be as follows:

1. An employee may utilize a maximum of five (5) days' absence in the event of the death of an employee's spouse, domestic partner, children, parent, stepparent, brother, sister, stepbrother, stepsister or any member of the employee's household.
2. A maximum of three (3) days shall be allowed for absence in the event of the death of an employee's parent-in-law, brother-in-law, sister-in-law, uncle, aunt, grandparent, or grandchild.
3. A maximum of one (1) day may be available for attending funerals of individuals not listed above, at the discretion of the Superintendent.

**7.3 Child-Rearing Leave.** Child-rearing leave without pay shall be provided employees requesting such leave.

To facilitate the orderly selection of a replacement, the employee shall inform the District in advance, by submitting a written request to the Superintendent, of the intention to take child-rearing leave as soon as possible, but at least thirty (30) days before the anticipated time the leave is to begin. Child-rearing leave will be granted for the remainder of the school year. Upon the written request of the employee to the Superintendent, submitted no later than **April 15**, this leave shall be extended for an additional school year.

The employee shall notify the Superintendent no later than **April 15** of intent to return from child-rearing leave, or resign. An employee returning from this leave shall be returned to the same or a position similar to that held prior to the child-rearing leave.

**7.4 Judicial Leave.** Upon receipt of a jury summons, the employee will notify his/her Building Principal. Should the employee wish to be excused from jury duty, he or she will contact the Superintendent or designee for a letter to that effect. Individuals shall suffer no loss of pay for jury duty, and will be allowed to keep any expense allowance given by the court.

**7.5. Leave of Absence.** Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted. The returning employee will come back to a similar position, pay, benefits, terms and conditions of employment for which they are qualified.

**Written application for leave must be requested by April 1<sup>st</sup>.**

Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of the Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation rights, sick leave and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

**7.6 Association Leave.** The Vashon Educational Support Personnel Negotiator, Grievance Representative, WEA Representative Assembly Delegates, and Legislative Representatives will be allowed up to a cumulative total of twenty (20) days of absence each year for professional meetings and VESP business. VESP will give five (5) days advance notice of pending absence to the District whenever possible. No more than three (3) persons shall be gone at one time. The VESP will reimburse the District for substitute costs incurred at the substitute rate of pay, if a substitute is hired.

**7.7 President Release Time.** If requested by the Vashon Educational Support Personnel, the District will release the VESP President or designee for up to ten (10) days per year to conduct VESP business. The VESP will give the District at least three (3) days prior notice of request for President release time.

**7.8 Family and Medical Leave Act Leave.** Provisions of the FMLA shall apply to all employees working seven hundred fifty (750) or more hours per year. Except for this provision, all aspects of FMLA shall be applied according to the statute as legally determined by the District.

If a qualified employee misses more than three (3) consecutive days, they will be placed on FMLA if the absence is related to a qualifying health condition, or care of a child, spouse or parent with a serious, qualifying health condition. The district will track absences of employees on FMLA down to half hour increments, information which must be provided by the employee on a time sheet. Each individual is responsible for recording their absences and identifying them as part of an FMLA leave, whether paid or unpaid. The time missed may be sporadic or at a time apart from the main event that qualified for the leave, but as long as it is related, it must be tracked. The District is required to maintain the group health insurance coverage of the employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued work.

The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid leave each year for specific family\* or medical reasons. The District is required to maintain the group health insurance coverage of the employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued to work. The District requires that, if paid leave (i.e. wellness) is available, it must be used as part of the twelve (12) weeks of FMLA.

\*Family is defined as self, household partner, and/or other immediate family members.

**7.9 Domestic Violence Leave.** An employee may take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule, with or without pay, to:

(1) Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

(2) Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;

(3) Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

(4) Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or

(5) Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.



Documentation, duration, and verification will be in compliance with state law.

#### **ARTICLE VIII - ASSIGNMENT AND LAYOFF PROCEDURES**

**8.1 Assignment Notification.** If an employee is expected to be reemployed for the next school year, the District will provide notice of next year's assignment to the employee prior to June 15.

**8.2 Seniority List.** The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") and in accordance with the law (RCW 28A.400.300) unless such seniority shall be lost as hereinafter provided. The District shall set up a Seniority List with personnel listed according to job description. The Seniority List will be provided via electronic link to each employee by October 1 of each year upon request of the VESP.

**8.3 Probation.** Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hire date. During this probationary period, the District may discharge such employee at its discretion. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

**8.4 Seniority Rights.** The seniority rights of an employee shall be lost for the following reasons: (a) Resignation; (b) Discharge for justifiable cause; and/or (c) Retirement.

Seniority rights shall not be lost for the following reasons: (a) Time lost by reason of industrial accident, industrial illness or judicial leave; (b) Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; (c) Time spent on other authorized leaves; (d) Time spent in layoff status as hereinafter provided; however, seniority shall not accrue; or (e) Change in job classification within the bargaining unit.

Seniority rights for layoff purposes shall be effective within the unit at large. An employee moving from one job classification to another job classification within the bargaining unit will retain their seniority based on their original hire date into any formerly held bargaining unit job(s). As used in this Agreement, general job classifications are those set forth in Article I, Section 1.1.

Three types of contracts that employees will serve under include: continuing, non-continuing and Leave of Absence replacement. For the Leave of Absence replacement, seniority will count toward salary schedule. The employee, at the time of hire, will be notified of the duration of employment and that he/she is excluded from layoff and recall. Time spent substituting will also be considered when figuring seniority and salary.

**8.5 Layoff.** The term "layoff" as used herein refers to action by the Board reducing the number of employees and/or employee hours in the District by means other than discipline.

The district agrees to give each employee who has been on the payroll more than 90 calendar days a minimum of 30 days' notice of intended reduction in force and each employee shall give the District at least 30 days' notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union. This provision may be waived at the discretion of the Superintendent.

Notice of layoff will be provided to employees by June 1<sup>st</sup> for reductions effective the following school year.

Layoffs shall occur by seniority within job description, provided that more senior employees may displace lower paid less senior employees within a job classification if the District determines they are qualified for the job.

Transfers and promotions shall be made by the District based on the best interests of the District.

**8.6 Vacancies.** The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District decides an opening exists.

The District agrees to post vacancies within the District prior to posting of such vacancies outside the District, but this shall not prevent immediate posting in the local newspaper, which posting shall be a generic posting. Employees who desire to apply for open positions shall file a written statement of such desire with the District personnel office.

If the District determines that the qualifications between applicants are substantially equal, the District will give preference to the employee with seniority within a particular job description.

If more than three (3) in-District applicants who are qualified apply for a job, the District will interview at least three (3) employees for the position.

**8.7 Layoff/Reemployment Pools.** Laid-off employees shall be placed in a reemployment pool. Reassignment from this pool to existing vacancies shall be in the reverse order of layoff based on qualifications, knowledge, skills and the job description. No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, provided that:

The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at his/her last known address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notice of the employee. Employees shall be held in the layoff pool for a period of twenty-four (24) months from the date of notice layoff.

Failure to accept a proposed assignment within three (3) days of written notice shall forfeit employment rights for the employee unless such job offer was for fewer hours. Notice shall be deemed effective within ten (10) days from date of mailing date. Employees must supply District an alternative means of communication (\*either a phone number and/or an email address). Employee will have three (3) business days to accept or not accept the position offered. *\*If a position were to open that he/she is qualified for.*

8.7.1 No work will be assigned to volunteers that would result in the reduction of regular hours for union members and will not be used to replace a reduction in force employee or terminated position.

Any employee laid off shall retain accrued benefits if the employee is rehired by the District. During the period for one (1) full school year after an employee is laid off, he/she shall have the right to maintain health insurance coverage at no cost to the District if approved by the insurance carrier. Payment by the laid off employee shall be made directly to the carrier.

#### **ARTICLE IX - DUE PROCESS**

9.1 **Just Cause and Progressive Discipline.** No employee will be disciplined without just and sufficient cause. Just cause is a legal term that refers to a legally permissible or sufficient reason. Serious offenses shall mean a violation of school policy that compromises the safety of staff or children per District policy. Discipline will be corrective rather than punitive and will, except for serious offenses, follow a line of progression including: 1) verbal warning (documented, dated, and signed by both parties); 2) written reprimand; 3) suspension with pay; 4) suspension without pay; 5) discharge. Documentation will be placed in the personnel file for items 1-5.

Specific grounds, details, findings, and documentation forming the basis for any discipline will be given in writing to the employee and the Association two (2) working days prior to the disciplinary meeting. The employee will be told of the right to Association representation prior to any meeting, which might lead to discipline, or any meeting held for disciplinary action. When a request for representation is made, no action will take place until such representation is present or until two (2) working days have passed. The two (2) days' notice may be waived upon agreement of the individual, the District and the Association. The act of discipline shall be done in private and will be kept confidential by the District, unless otherwise required by the public disclosure law.

An administrator shall call complaints made against any employee to the attention of the employee within a reasonable amount of time before any disciplinary action is taken or noted in an evaluation. Anonymous complaints cannot be used against an employee unless investigated and found to be true.

## **ARTICLE X - INSURANCE AND RETIREMENT**

10.1 The District shall provide the state-funded monthly amount per FTE employee. Such amount shall be available for Basic Benefits which are: dental, vision, long-term disability, and medical insurance. From the above amount, the District shall first pay the total premium for dental and vision insurance coverage. The total amount remaining after payment of the dental, vision, long-term disability and term life insurance premiums shall be available to employees and may be applied to medical insurance benefits. Only those employees whose regular working schedules equal or exceed working fifteen (15) hours per week in a continuing or leave of absence replacement position shall be eligible for the District dental and vision insurance programs in which they must participate as a part of the premium benefit; and further provided that only those employees working at least fifteen hours or more per week in a continuing or leave of absence replacement position shall be eligible for a prorated FTE amount of the District premium benefit for hours worked. Individuals working in a non-continuing position for 90 days or more in a school year will be eligible for the same benefits.

For insurance purposes only, a full-time equivalent employee (FTE) will be defined as one scheduled for 1440 work hours per year.

10.2 The monthly amount of the District premium benefit per full-time equivalent employee in Section 10.1 shall comply during the term of this Agreement with the monthly amount specifically funded for full-time equivalent employees in the State's Appropriations Act. The District will pay the per FTE assessment (for retired personnel) during the term of this Agreement.

10.3 **Insurance Pooling.** Insurance entitlement for insurance benefits shall be based on the employee's regular FTE assignment for employees working at least fifteen (15) hours per week in a continuing or leave of absence replacement position given that 1440 work hours is equivalent to 1.0 FTE. This also applies to individuals in non-continuing positions for 90 days or more in a school year.

Insurance pooling exists to gain maximum utilization of the State insurance appropriations for all classified employees of the District, including VESP members, non-represented classified personnel, classified administrators and members of other classified bargaining units. The District agrees that if said appropriation is not fully expended, the maximum contribution for all classified employees shall be increased in an effort to either pay all existing dental/vision/medical enrollments, or fully expend said appropriations, whichever occurs first.

The State-funded insurance amount will be pooled within the VESP bargaining unit effective in September of each year.

10.4 **Tax Shelter Annuities.** All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan approved by the District. On receipt of written authorization from an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

## **ARTICLE XI - VOCATIONAL TRAINING**

11.1 Employees attending training courses required by State regulation or District policy as a condition of continued employment will be paid by the School District at the employee's regular hourly rate of pay for time in attendance, plus any fee, tuition or transportation costs in accordance with Sections 11.3 and 11.4 of this Agreement.

All paraeducators are required, by law and district policy, to meet the State of Washington's Fourteen (14) Core Competencies within three (3) years of hire date. All training hours will be approved, listed and signed off by the Building Principal and the Director of Student Services. Forms will be provided at each building office. After the fourteen (14) competencies are met, no additional hours will be required to maintain said competencies.

Bargaining unit employees will not be required to attain clock hours for salary advancement. VESP members can apply district paid seat time hours to salary schedule steps with a maximum of 30 seat time hours for one (1) step advancement and one (1) step advancement for longevity per year equaling a maximum of two (2) steps up the salary schedule per year.

11.2 Employees attending training courses or seminars 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 school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition will be paid by the School District in accordance with Sections 11.3 and 11.4 of this Agreement.

11.3 Transportation must be cleared with the School District management so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of: (a) normal and reasonable expenses from the District Administration Office to the training location and return, or (b) normal and reasonable expenses from the employee's principal residence to the training location and return. Voucher or ferry tickets will be picked up in a timely manner.

11.4 **Professional Enhancements.** The District will provide up to \$275 per year, prorated per FTE (full-time equivalent: 1,440 annual hours) to be available for use by an employee for professional development mutually agreed between the employee and his/her supervisor. Such amount shall be used for tuition and/or travel/meals/expenses and/or materials related to the employee's work assignment or professional growth. The District and Association will develop a procedure so that employees may combine their professional development funds or allocate their professional development funds to another employee for professional development. In the event that all professional development allocations are not spent, or otherwise designated, by the individual employee and such employee chooses not to access their allocation, the monies remaining as of April 30 each year shall be pooled and available to such employees who may have exceeded their allocation for professional development and, therefore, were obliged to pay some of the costs out of their own pocket. The District and Association will develop the procedure for pooling and allocating any unspent and unallocated professional development funds. Additional funds could be used for summer workshops for professional development for bargaining unit members. All professional development purchase orders from remaining extra funds must be submitted and approved by July 30 with the exception that any purchase orders submitted after April 30 must be for registrations and/or services. Purchase orders of items to be shipped to the district must be submitted by the April 30 deadline.

11.5 The district will be responsible for conducting paid orientation training for all new employees and substitutes as appropriate which will include, but will not be limited to, the following:

- A copy of the Agreement and a job description.
- Hours, location of work, school calendar, job responsibilities, and placement step on the salary schedule.
- Required qualification courses and training programs, example – core competencies.
- Explanation of insurance plans and options.
- Training in student behavior management and confidentiality.
- The Building Principal or designee will meet with new employee prior to his/her assuming duties and review pertinent information including but not limited to:
  - Job responsibilities.
  - Ensure that on-the-job training will be provided.
  - Introduction to supervisory staff, building staff.
  - Tour of building, area and access to computers, email and phones.
  - Copy of staff handbook.
  - Give necessary logistical information – timecards, breaks, etc.

## **ARTICLE XII - DUES**

12.1 **Association Dues.** The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Agreement shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.

12.2 The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

**Representation Fees.** No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that nonmembers shall be neither required nor allowed to make a political (PULSE or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

12.3 In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

12.4 **Hold Harmless.** The Association agrees to defend, indemnify, and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Article XII of this Agreement, including the costs of any attorney fees or legal expenses incurred. The Board agrees to promptly notify the Association and tender the defense in writing of any claim, demand, suit, or other form of liability arising out of implementation of the provisions of Article XII, and will forward such if the Association so requests in writing to surrender claims, demands, suits, or other forms of liability. The Board will then be absolved of its responsibility to enforce compliance of this section.

12.5 This section shall not cover any employee prior to the effective date of the Agreement who is not a member of the VESP. Any employee of the District who was employed prior to September 1, 1983, shall be grandfathered from this Article; provided, however, this Section shall not apply if any such employee becomes a member in the future.

12.6 **Checkoff.** The District shall deduct dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Washington Education Association on a monthly basis.

#### **ARTICLE XIII - OTHER CONDITIONS OF EMPLOYMENT**

13.1 Within thirty (30) days following the ratification and signing of this Agreement by the parties, the District shall print copies of this Agreement for each employee and the VESP will accept the Agreement on behalf of the employees and will be responsible for distribution of one copy to each employee. Fifteen (15) additional copies shall be provided to the VESP. The cost of printing will be shared equally between the District and the VESP. There shall be two (2) signed copies of the final Agreement for the purpose of records. One copy shall be retained by the District, and one copy shall be retained by the VESP.

13.2 **Personnel Files.** Materials in the employees' personnel files maintained in the personnel office, which may serve as a basis for affecting employment status, will be available for inspection by the affected employee. Information relating to employee performance will be entered in the employee's file and a copy will be given to the employee. An employee will have the right to comment on any material placed in his/her personnel file and to have such comments attached to the material in question. Upon the request of an employee and at the District's discretion, mutually agreed upon material in an employee's personnel file may be purged after such material is three (3) years old. No secret personnel file shall be kept by the District.

13.3 **Conformity to Law.** If any provision of this Agreement or any application of this Agreement shall be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of the Agreement shall continue in full force and effect. In the event a provision is determined to be contrary to law, such provision shall be renegotiated upon request of either party.

13.4 **Compensation.** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Hourly rates for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A. 2018-2019 VESP Salary Schedule (see attached) and will be adjusted in future years in accordance with Section 13.6 of this agreement.

At the Superintendent's discretion, new employees may receive an initial placement above Salary Schedule "Step 1" depending on relevant experience and references.

Employees who work 20 percent or less of their day at a position typically paid at a lower rate than the remainder of their day will be paid at the higher of the two rates for the entire day.

At the start of the fiscal year, the employee receives one (1) longevity step if he/she has served a minimum of ½ -of his/her prior work year in that specific position.

Performance step advancements will be applied in the year following being earned. Credit will be given for completion and documentation of 30 seat and/or clock hours (which may be accumulated over multiple years), 14 Core Competencies for Paraeducators, or School Secretary Training Program for Secretaries (Professional Enrichment Program for Secretaries/WAEOP certification). Steps A – C may be advanced to only by completion of the 30 seat and/or clock hours after an employee has reached Salary Schedule "Step 15".

One step advancement each will be credited for possessing an Associate's (or 90 equivalent college quarter credits), Bachelor's (or 180 equivalent college quarter credits), and Master's degree (or 225 equivalent college quarter credits).

**13.5 Pay Rate for Temporary Work Assignments.** In the event that an individual employee temporarily substitutes in a position with a higher classification than his/her regular classification, the employee's salary will be readjusted as follows:

- When substitution exceeds three (3) consecutive working days in the same position, the employee will be paid on the fourth (4<sup>th</sup>) day, and subsequent days, at his/her salary increment step in the higher classification which exceeds his/her regular salary.
- Employees who have retired from the District but return to substitute will be paid at step one (1) of job classification.

13.5.1 Any employee not hired as a campus monitor but acting as a campus monitor during his/her regular scheduled work day shall not receive any changes in his/her pay for said campus monitor work.

**13.6 Salary Increase.** The salary schedule (see attached for 2018-2019) shall be revised each year of the Agreement to increase by the IPD as determined by the state legislature OR the following schedule, whichever is greater: Four (4) percent increase for the 2019-2020 school year. (See Attachment A, 2018-2019 VESP Salary Schedule)

**13.7 Travel Allowance.** District business shall be reimbursed as allowed by the IRS. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures approved in advance.

**13.8 Job Sharing.** For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two individuals with each assignment being at least half time of that position. The district shall consider job sharing requests whereby two employees may share one position. The decision to grant the request rests with the District. Salary, wellness leave (sick leave, personal leave), retirement, seniority, and medical insurance premiums shall be prorated to reflect the fraction of the position shared. The experience step for the employee shall be the same as she/he would be entitled to if employed on a full time basis. This step shall determine the base salary from which the salary fraction will be computed. The district will not incur any additional costs as a result of job sharing.

#### **ARTICLE XIV - EMPLOYEE PROTECTION**

The School District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and the property thereof. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged (RCW 28A.58.425).

Whenever an employee is absent from employment or unable to perform their duties as a result of Assault, Sexual Assault or Sexual Harassment sustained in the course of employment, such absence will not be charged to accumulated sick leave.

The definition of a threat shall be an action, behavior, or statement that causes the receiving individual to believe that he or she has the potential to be harmed. Assaultive behavior is defined as either physical or verbal. Physical assaultive behavior means a purposeful attack with the intent to do physical harm. A verbal assault shall mean verbal communication, the intent of which is to intimidate or do emotional harm. Sexual harassment or sexually assaultive behavior shall be defined as either physical or verbal. Any threat or case of assault upon an employee shall be promptly reported to the building principal who will take appropriate and immediate action.

Employees covered by Workers' Compensation and State Industrial Insurance shall, upon loss of time due to job-related injury or illness, have the option to take his/her regular sick leave or receive compensation from the E.S.D. 121 Workers' Compensation Trust. Determination of illness or injury shall be made by the E.S.D. 121 Workers' Compensation Trust.

The District may require a physical examination to verify the disability. The cost of the requested exam shall be borne by the District.

Employees shall be covered by the District's broad form excess liability insurance when transporting students to and from student activities with District approval.

## **WEAPONS**

The District and the Association are jointly committed to providing quality educational programs in an open, supportive environment which protects the safety and security of all students and staff.

Therefore, the parties agree that an optimal teaching and learning climate for staff and students requires a no tolerance policy for weapons, dangerous devices, and assaultive behavior. It is agreed that the possession or use of weapons, explosives, firecrackers, illegal knives or other items capable of producing bodily harm is prohibited. The penalty for possession or use of any weapons or dangerous devices, including but not limited to any listed as a deadly weapon in RCW 9A.04.110 or local ordinances, shall be expulsion or other serious sanction. For any item that appears to be a weapon, is used as a weapon, or the victim reasonably believes to be a weapon, the preceding shall apply. (It is understood that the District will follow a student's due process requirement.)

The standards for weapons and dangerous devices and serious assaultive behavior shall apply to all students and staff. In the event a Special Education student is emergency expelled for misconduct related to the disability, the District, if necessary, will file in the appropriate court a petition for a temporary restraining order and preliminary and permanent injunctions asking that the court authorize continued exclusion from school pending consideration of appropriate placement. The District will make every legal effort to ensure the safety of staff and students.

Employees with a need to know will be informed if a student is readmitted or admitted to school after committing any of the above offenses. Compliance with this section shall be consistent with all laws and requirements for student protection, including Special Education students.

In the event a staff member is threatened he or she will notify the Building Principal or Assistant Principal.

Employees working with students who have a history of being a threat to the safety and well-being of employees and students will be notified about the history of said student when known and/or when the law permits. Building administrators through IEP teams, 504 teams, certified staff, or direct communication, will provide information to classified staff regarding students with social/emotional behavior goals with whom they have direct contact. This confidential information will be communicated at the beginning of the year, and as 504 plans and IEPs are developed or amended.

## **ARTICLE XV - EVALUATIONS**

**15.1 Evaluations.** Every classified staff employee will be evaluated during each school year.

Every classified staff employee will be evaluated during each school year by the Superintendent, Director of Student Services, Building Principal or Principal Designee. Evaluations will occur during regularly scheduled work hours or

at a mutually agreed upon time. Meeting time between an employee and their supervisor for the purpose of evaluation will be paid time.

All employees newly employed by the School District shall be evaluated at the end of their probationary period (90 days).

All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than the last student day of the year in which the evaluation takes place. End of year evaluations will include a review of the Job Description. If changes are mutually agreed upon, the proposed Job Description will be forwarded by the evaluator to the appropriate district administrator and to the President of the VESP for review.

If an employee moves to another position not under the supervisor's jurisdiction, an evaluation conference shall be made within a 90-day period by the new supervisor.

If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

Following the completion of each evaluation report, a meeting shall be held between the evaluator and the employee to discuss the evaluation.

The employee shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

If an employee receives a less than satisfactory evaluation, the employee shall be given 60 student days to demonstrate improvement in his/her area(s) of deficiency. It will be the evaluator's responsibility to recommend a specific and reasonable program designed to assist the employee in improving his/her performance. Said employee shall be evaluated again at the end of the 60 student days.

Each evaluation report shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file.

#### **ARTICLE XVI - GRIEVANCE PROCEDURE**

**Definitions:** In the event that differences arise between the District and any VESP employee or the union concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance, and shall be settled only in accordance with the grievance procedure set forth herein.

A grievant shall mean an individual, group of individuals, or the VESP, provided that in cases where the VESP grieves, an individual or a group of individuals must be aggrieved.

The union representative, at the request of the employee, shall have an opportunity to be present at all grievance meetings. The employee and union representative shall have two (2) working days to prepare for the initial meeting. The union shall be copied on all proposed grievance resolutions. Grievance resolutions shall not violate the collective bargaining agreement.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

#### **Procedure for Processing Grievances:**

##### **Step 1 – Building Administrator**

The grievant and, with the employee's consent, the VESP may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written "Statement of Grievance" shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.



The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The building administrator or designee, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), the VESP and the Superintendent. The building administrator or designee shall answer the grievance in writing. The building administrator's or designee's answer shall include the reasons upon which the decision was based within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision, incorporating the reasons upon which the decision was based, to the grievant(s), the VESP, and the Superintendent.

#### **Step 2 - Superintendent**

If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent, or his designated representative, within seven (7) working days of the receipt of the decision rendered in Step 1.

The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or the VESP and such meeting shall be scheduled within seven (7) working days of the receipt of the Step 2 Appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

The Superintendent or his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), the VESP and immediate supervisor within five (5) working days from the conclusion of the meeting.

#### **Step 3 - School Board**

If no satisfactory settlement is reached at Step 2, the grievance may be appealed to Step 3 within seven (7) working days after receiving the disposition of the Superintendent or after the above-stated time limits have expired, and submit the grievance to the Board.

If the grievance is submitted to the Board, the Board within seven (7) working days shall meet with the grievant, the VESP representative, the supervisor, and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate.

The disposition by the Board shall be made to the grievant(s) in writing within five (5) working days of the meeting. A notification of such disposition shall be furnished the grievant(s), the VESP and the immediate supervisor.

#### **Step 4 - Arbitration**

If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of Step 3 decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules and procedures of the American Arbitration Association. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

#### **Jurisdiction of Arbitrator**

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

#### **Contract Construction**

This Agreement shall be construed such that no contractual rights are intended that would impact any of the following:

1. Any evaluation judgment or determination of qualifications of an applicant or employee.
2. The termination of services of any probationary employee.

**Time Limits**

Time limits provided in this procedure may be extended by mutual written agreement when signed by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the grievant(s) to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant(s) from one step to the next within the time limits of that step shall be deemed resolved by the Employer's answer to the previous step.

**Accelerated Grievance Filing**

In order to expedite grievance adjudication, the parties agree that any class action grievances will be lodged at Step 2 of this procedure.

Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even though the contract has expired.

**Reprisals**

No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance or use of union representation.

**Costs**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

**ARTICLE XVII - TERM AND SEPARABILITY PROVISIONS**

17.1 **Duration.** The term of this Agreement shall be September 1, 2018 through August 31, 2020.

17.2 This Agreement may be reopened and modified at any time during its term upon mutual written consent of the parties hereto. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

VASHON EDUCATIONAL  
SUPPORT PERSONNEL

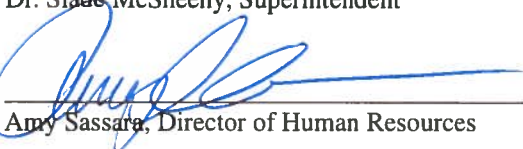
  
Mary Reeves, President

  
Heather Baldwin, Bargaining Unit Representative

  
Kathryn Hall, Bargaining Unit Representative

VASHON ISLAND SCHOOL DISTRICT

  
Dr. Slade McSheehy, Superintendent

  
Amy Sassara, Director of Human Resources

  
Elizabeth Macomber, Chairperson,  
Board of Directors

Board Approval Date  
October 11, 2018

**Addendum A**

Vashon Educational Support Personnel														
Salary Schedule 2018-2019														
	1	2	3	4	5	6 thru 8	9 thru 11	12 thru 14	15+	A	B	C		
Campus Monitor	18,9452	19,3241	19,7106	20,1048	20,5069	21,1221	21,7558	22,4084	22,8566	23,3137	23,7800	24,2556		
Library Assistant	18,9452	19,3241	19,7106	20,1048	20,5069	21,1221	21,7558	22,4084	22,8566	23,3137	23,7800	24,2556		
Paraeducator II (Gen Ed)	18,9452	19,3241	19,7106	20,1048	20,5069	21,1221	21,7558	22,4084	22,8566	23,3137	23,7800	24,2556		
Paraeducator III (SPED)	19,6738	20,0673	20,4686	20,8780	21,2956	21,9344	22,5925	23,2702	23,7356	24,2103	24,6946	25,1884		
Secretary	19,9030	20,3011	20,7071	21,1212	21,5436	22,1900	22,8557	23,5413	24,0122	24,4924	24,9822	25,4819		
Registrar	19,9030	20,3011	20,7071	21,1212	21,5436	22,1900	22,8557	23,5413	24,0122	24,4924	24,9822	25,4819		
Office Manager	22,1452	22,5881	23,0399	23,5007	23,9707	24,6898	25,4305	26,1934	26,7173	27,2516	27,7967	28,3526		
Health Services Support (Designated)	27,5555	28,1066	28,6687	29,2421	29,8270	30,7218	31,6434	32,5927	33,2446	33,9095	34,5877	35,2794		
Specialized Support	27,5555	28,1066	28,6687	29,2421	29,8270	30,7218	31,6434	32,5927	33,2446	33,9095	34,5877	35,2794		
Math Support Coord.	28,1073	28,6694	29,2428	29,8277	30,4242	31,3370	32,2771	33,2454	33,9103	34,5885	35,2803	35,9859		

Columns A, B and C are each achieved through completion of 30 hours of training in a given year once an employee has completed at least one year at Step 15.

## **Addendum B**

### **Just Cause:**

“The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees.

Arbitrators have generally accepted, but not limited to, the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Was the employer’s rule or managerial order reasonably related to the orderly, efficient and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer’s investigation conducted fairly and objectively?
5. At the investigation, did the “Judge” obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense and (b) the record of the employee in his or her service with the employer?