



1 SEPTEMBER 2021 - 31 AUGUST 2024

AGREEMENT

between

BELLEVUE SCHOOL DISTRICT, NO. 405

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
ADMINISTRATIVE & INSTRUCTIONAL SUPPORT PERSONNEL**



January 2022

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AGREEMENT BETWEEN
BELLEVUE SCHOOL DISTRICT NO. 405
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
ADMINISTRATIVE AND INSTRUCTIONAL SUPPORT PERSONNEL

THIS AGREEMENT is by and between BELLEVUE SCHOOL DISTRICT NO. 405, (hereinafter called the "District") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925, (hereinafter called the "Union").

ARTICLE 1 - UNION RIGHTS

1.1 Recognition

The District agrees to recognize the Union as the sole collective bargaining agent for all administrative and instructional support personnel covered by this agreement with respect to wages, hours, working conditions, and adjustment of grievances arising under this Agreement.

1.2 Dues Deduction

Upon receipt of an individual authorization by a bargaining unit employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent to be uniformly required as a condition of membership in the Union, and shall transmit the same to the Union each month.

Such authorization will be continuous from one agreement to the next, except in case of termination, resignation, or written notice from the employee canceling authorization.

Dues deduction authorization by the employee shall be on a form approved by the parties to this Agreement.

SEIU 925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

1.3 Voluntary Deduction for Committee On Political Education (COPE)

Beginning each contract year, SEIU 925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU 925 to the District, and shall provide updates, additions, and/or other changes in membership status to the District on at least

monthly basis thereafter, or as needed within a bargaining unit. Upon notification of an employee's membership status in SEIU 925 and/or election to participation in the SEIU 925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU 925.

1.4 Pertinent Data - Notification

1.4.1 New and Separated Employees

The District shall notify SEIU 925 and the SEIU 925 chapter president or designee of all new hires three (3) business days prior to the new hire's orientation first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date.

1.4.2 All Employees

In November, February and May of each school year, the District shall forward to the Union an alphabetical roster of all bargaining unit employees including the employee's name, address, date of hire, job classification, work location, rate of pay and FTE status, and any substitutes who have worked more than thirty (30) days during the current school year. This information will be transmitted by hard copy or electronically. The District agrees to make available to the Union upon written request an employee's phone number.

1.5 Building Access

The authorized representatives of the Union shall have access to the District's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining the provisions of this Agreement are being adhered to; provided the representatives notify the supervisor of their presence and that they do not interfere with employees in the performance of their duties.

The Union shall furnish the District with the names of its authorized representatives.

1.6 Bulletin Boards

The District will make available suitable space in each building for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and/or announcements shall not contain anything political or reflecting adversely upon the District, any of its employees, or any labor organizations among its employees.

1.7 Work Site Representatives

The District agrees that the Union will be permitted to appoint work site representatives and Chapter Officers. The duties of the work site representative and the Chapter Officer

shall not interfere with the regular work assigned to that individual by the District. Under no circumstances shall there be any interference with the orderly processes of the District during working hours.

Employees acting as Union representatives at meetings called by the District shall be released from work duties to attend when such meetings are held during normal working hours. Such meetings and the number of employees to be released from work duties will be mutually agreed to by the District and the Union.

When a work site representative is performing such duties on work time at the request of the District, he/she shall be treated as if working for the District for pay and benefit accrual purposes.

The Union shall furnish the District with the names of the work site representatives and Chapter Officers.

SEIU worksite representatives and Chapter Officers covered under the AISP contract shall be allowed up to sixty (60) hours per year of release time to assist in processing and/or resolving grievances and other issues during regular work hours provided there is adequate coverage for required work.

Not more than two (2) staff members represented by SEIU per bargaining unit shall be released pursuant to this provision at any given time without the written authorization of the District provided to SEIU in advance.

1.8 Union Activity

The Union agrees that activities related to the internal operation of the Union and activities not specifically authorized by the terms of this Agreement shall be performed only during the non-duty hours of the employees unless otherwise approved in advance by the immediate supervisor. Examples of such activities include solicitation of membership, distribution of literature, preparation for negotiations, preparation of unfair labor practice complaints, campaigning for Union office, and preparation of employee grievances.

1.9 Negotiations Committee

A Negotiations Committee may be selected by the Union.

Negotiation sessions will be held at a time mutually agreed to by the District and the Union.

Employees serving on the Negotiations Committee may be released from work duties, with pay, if negotiation sessions are held during their normal working hours.

1.10 Labor/Management Committee

The parties recognize the importance of timely and open discussions between the District and the bargaining unit and its representatives on matters affecting the employer/employee relationship. This Article establishes a procedure for either party to initiate discussions regarding administration of this Agreement and other matters of general concern affecting District conditions of employment.

- 1.10.1 There is hereby established a labor management committee consisting of not more than six (6) bargaining unit members/union representation and a like number representing the District. By mutual agreement, the parties may bring in additional participants related to specific issues that may be addressed. For the duration of the contract, the Union and the District will schedule monthly labor management meetings for the school year by September 30th of each year. The Committee shall meet on an as-needed basis as agreed by the parties but not less than three times during the school year, if requested by either party for the purpose of reviewing the administration of this Agreement and attempting to resolve other problems that may arise. Either party will respond to a meeting request within one week of the request. The meeting will occur within two weeks from the date of the response. All meetings of the Committee shall start at or after 3:30 p.m., or as mutually agreed by the parties with members of the bargaining unit being granted time off without loss of pay for all regularly scheduled hours not worked. Likewise, the District will not be required to compensate Committee members for time spent after their regularly scheduled hours.
- 1.10.2 A proposed agenda will be prepared by the convening group and distributed reasonably in advance of the meeting. The agenda for these Committee meetings will be limited to items which are of a group, rather than individual interest or concern. The Committee through its representatives shall write down any outcomes agreed upon at the meeting. If agreed upon in advance by both the Union and the District, either party may have one or more (a small number) of observers attend a given Labor Management Committee meeting. Such observers are not to participate or in any way interrupt the proceeding of the Committee.
- 1.10.3 Where possible, building administrators will consult with district administrators prior to making staffing decisions that impact bargaining unit employees and staffing assignments. Said consultation shall include review of resource allocations that impact health and safety issues. Labor management meetings shall be the venue to address any concerns that may arise regarding these staffing decisions.
- 1.10.4 The disposition of matters covered in Committee meetings will not contradict, add to, or otherwise modify the terms and conditions of this Agreement. The Committee may make recommendations to the Union and District negotiation teams to amend or modify the terms of this Agreement.

1.11 No Strike/No Lockout

During the term of this Agreement, the Union and/or the employees agree not to cause or engage in any strike, slowdown, sickout, or other work stoppage. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the District. Also, during the term of this Agreement, there shall be no lockout of employees covered by this Agreement by the District.

It shall not be a violation of this Agreement for an employee, for reasons of personal physical safety, to refuse to cross the picket line established by a labor organization which holds a labor agreement with the District.

1.12 Mail Services

The Union will have the right to use the District mail services, employee mailboxes and the District email system, provided said use does not violate any federal or state statute and does not require added costs for the District.

1.13 Distribution of Agreement

This Agreement in complete form will be reprinted and distributed, or available electronically, by the District to all employees in the bargaining unit and to all new hires.

ARTICLE 2- MANAGEMENT RIGHTS

The Union recognizes the District's inherent and traditional right to manage its business as has been its practice in the past.

Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign, and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees; the right of lay off, or otherwise relieve employees from duty because of lack of work for them to do or for other reasons set forth in this Agreement; the right to establish, change, and direct the methods and processes of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

The exercise of the District's rights stated herein is an exclusive function of management. However, the exercise of these rights by the District also includes the responsibility of the District to provide an explanation to employees of changes in procedures and causes for disciplinary action.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

3.1 Definition of Employees

Employees: For the purpose of this Agreement, “Employees” shall mean those individuals as described in Section 1.1 who are members of the administrative and instructional support personnel bargaining unit.

Full-Time Employees: Employees who are assigned for minimum of thirty-one (31) hours per week up to forty (40) hours per week.

Full-Year Employees: Employees who are assigned for twelve (12) months per year. Generally, there are 259 or more work days in a full year schedule.

Part-Year Employees: Employees who are assigned for fewer than 210 workdays per year. Generally, these employees work less than 12 months.

Part-Time Employees: Employees who are assigned for less than thirty-one (31) hours per week.

Temporary Employees: Persons called to work as needed to cover workload fluctuations, emergency situations, or employee absences. Temporary employees may not be hired in lieu of or to avoid the hiring of full-time or part-time employees.

Substitute Employees: Employees who work on an at-will basis filling in for absences or vacancies or provide extra work for the District.

3.2 Union Membership

SEIU 925 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public. A strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both the SEIU 925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership and respect all employees’ decision to join and maintain membership in their exclusive professional advocacy organization, SEIU 925. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the SEIU 925 upon employment with the District in a bargaining unit.

3.2.1 Union Membership Rescission: Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU 925, following the SEIU 925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU 925 shall inform the District of such employee’s non-

member status consistent with the notification section of this Agreement, specifically Dues and COPE (Committee On Political Empowerment) Deduction below.

3.2.2 Non-Interference: The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice “to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter” or “to control, dominate, or interfere with a bargaining representative.” RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors and other employees the importance of these obligations.

3.2.3 Agency Fee Restoration Contingency: In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the SEIU 925 and the District agree to restore the union security and dues deduction provisions of the CBA currently in force prior to the ratification of this Agreement.

3.3 Probationary Period

A new employee shall be subject to a ninety (90) calendar day probationary period commencing with their first (1st) compensated day of employment. Absences for an extended period of time may lead to an extension of the probationary period. A new employee who moves to another job title in the District covered by this Agreement before completing their original probationary period in the job for which they were originally hired shall complete a sixty (60) day probationary period in the job title they moved to or the remainder of their original ninety (90) day probationary period, whichever is longer.

Any concerns regarding an employee’s performance will be shared with the employee by the supervisor at the time they are identified. During this period, such employee shall be considered on trial subject to termination at any time at the sole discretion of the District. Discharge of an employee during this probationary period shall not be subject to the grievance procedure. All other provisions of this Agreement shall be applicable to employees on probation.

Any employee represented by SEIU hired to an open position in a different bargaining group who does not successfully complete her/his probationary period for reasons other than disciplinary termination shall be placed in the recall pool appropriate to her/his original bargaining unit and be assigned to a vacancy equal to her/his former assignment per the recall language in that collective bargaining agreement.

3.4 Workday/Workweek

The standard workweek for full-time employees shall be five (5) consecutive days, Monday through Friday consisting of eight (8) hours to be completed within an eight and one-half (8 ½) hour period for a total of forty (40) hours. Part-time employees shall work the hours assigned. Employees required by their supervisors to work more than their assigned hours are required to enter such time on their timesheets. Employees may work

other schedules with the concurrence of the District. This provision shall in no way be construed to restrict the District's right to assign overtime.

Employees shall receive an unpaid, duty-free lunch period of at least thirty (30) minutes for a workday of more than five hours of scheduled paid work time.

Example A: Lunch		Paid Time Total	
Start Time:	8:00 a.m.	3 hours, 45 minutes – before lunch	
Break:	9:45 a.m. (15 min.)	Paid time	
Lunch	11:45 a.m.	Duty Free, unpaid	
Return to Work	12:15 p.m.	Paid 2 hours, 45 minutes – after lunch	
End Time:	3:00 p.m.		
		Total Shift: 6 hours, 30 min.	
		Paid Time: 6 hours	

Example B: No Lunch		Paid Time Total	
Start Time:	8:00 a.m.		
Break:	9:45 a.m. (15 min.)	Paid time	
End Time:	1:00 p.m.	Total Shift: 5 hours	

Employees shall receive a fifteen (15) minute rest period, as part of the regular workday, for each four (4) hours of work.

For paraprofessionals, 30 minutes of each week shall be for the purpose of collaboration with colleagues.

Travel time between schools shall be considered time worked when an employee's work assignment, as established by the District, requires travel to complete consecutive work hours. An employee who voluntarily seeks two separate assignments shall not receive paid travel time.

The starting and ending times for each employee shall be determined by the employee's supervisor, based on the program and schedule. If the starting and ending times are to be changed, the supervisor will confer with the affected employee(s) prior to implementation.

It is understood by the parties that for purposes of applying the Fair Labor Standards Act to employees covered by the FLSA, a work week is a seven (7) consecutive day period designated by the employer consisting of twenty-four (24) hours each day. The District's seven-day period begins at 12:00 a.m., Monday, and runs through 11:59 p.m., Sunday.

3.5 Overtime/Over assigned

A) Overtime

All work beyond eight (8) hours per day or forty (40) hours per any one work week shall be overtime.

Overtime will be compensated with pay or compensatory time off at the rate of time and one-half (1 ½). Employees who are authorized and work the overtime are required to submit such time on their time sheets. It shall be mutually agreed upon between the supervisor and the employee working the overtime as to whether the employee shall receive pay or compensatory time off. If there is no agreement, the employee shall receive pay.

The maximum amount of compensatory time that an employee may have accumulated as recorded at the Payroll Office at any time is forty (40) hours. On an employee's last paycheck for the District's fiscal year (September 1 through August 31), the District will pay off the accumulated compensatory time of any employee who has not used their accumulated compensatory time that was earned prior to that time.

Compensatory time off shall be taken at a time mutually agreeable to the employee and their supervisor. If the work load is such that compensatory time cannot be taken, then it shall be given in the form of pay.

Hours paid for holidays and vacation shall be considered as time worked for the purpose of computing overtime.

There shall be no pyramiding or compounding of overtime pay.

B) Over assigned

Employees who are authorized and work the over assigned hours are required to submit such time on their time sheets.

3.6 Higher Job Classification

An employee authorized by the supervisor to perform the duties of a position in a higher range will move to the step in that range equal to their current placement step. The increased pay rate shall commence on the fourth (4th) consecutive day of work in the higher range, retroactive to the first (1st) day, prorated by the number of hours per day worked in the higher range if less than a full work day, and shall continue until the employee is returned to their range.

When a regularly assigned school employee is identified to substitute in a position in a higher range on a routine but intermittent basis, the employee will be paid no less than the substitute rate for that position or their regular rate of pay, whichever is higher, for all such hours worked.

An employee authorized by the preschool administrator to perform the duties of a Lead Preschool Teacher will move to the higher range at their current placement step. The increased pay rate shall commence on the first (1st) day of work in the higher range, prorated by the number of hours per day worked in the higher range if less than a full work day, and shall continue until the employee is returned to their regular range.

An employee who is authorized by the supervisor to regularly perform the duties of a higher range in the case of an employee's intermittent medical leave for extraordinary circumstances will be paid at the higher rate over their regular hourly rate for all hours worked in such assignment, to commence following the first four days in such an assignment retroactive to the first day.

Level II, Level III or Level IV paras or other employees who provide similar support (preschool), when required by an administrator to perform duties typically performed by an employee in a higher-level position, shall be compensated at the hourly rate of the higher level position for which the employee has been assigned duties. This temporary compensation shall be paid at the employee's regular step. Said compensation for duties performed above the employees' typical duties shall be paid for all time worked performing the higher duties as required by the administrator, as an exception for these positions.

A bargaining unit employee who is authorized by the supervisor to perform the duties of a CTSA position will be paid \$4.00/hour (four dollars per hour) over their regular hourly rate for the hours worked per day in the CTSA position, to increase after thirty (30) days of continuous service in the position to \$5.00/hour (five dollars per hour) over their regular hourly rate for the hours worked per day in the CTSA position. The increased pay rate shall continue until the CTSA employee returns to their job.

3.7 Mileage

Employees authorized to use their own transportation on District business shall be reimbursed at the established IRS rate.

3.8 Special Materials

The District agrees to provide any special materials that it requires for the employee to perform the job function.

3.9 Job Descriptions

The District shall develop a job description for each position within the bargaining unit.

Each job description shall be descriptive of the function, scope and complexity of the job and the knowledge, abilities, minimum skills and academic qualifications required for the position. Job descriptions are more general in nature and may not contain a specific list

of duties related to the employee's job assignment. Duties may vary from one job assignment to another that are covered by the same job description.

Copies of all job descriptions and revisions thereto will be provided to the Union annually.

When the District creates a new classification (with the appropriate job description) or materially modifies an existing job description, the appropriate salary range placement will be determined through the negotiation process or through labor/management.

If the responsibilities or duties of a position materially increase or decrease, the supervisor may require that the position be reviewed for possible reclassification as delineated in Section 3.9.1.

3.9.1 Reclassification Procedure:

Purpose: The purpose of this section, 3.9.1, is to establish a process that employees and supervisors will follow for the review of a position to determine if a reclassification is warranted.

Definitions:

Reclassification – a request for a position to be evaluated and changed from one pay range to another. Most reclassification requests are for a higher pay range, but a reclassification in rare instances could be requested to a lower pay range. Reclassification is NOT an external review of salaries and duties from other school districts.

Job Family – a group of positions that have some similarities in the broad scope of duties performed by the position and identified in the AISP pay table.

Job Description – describes the function, scope and complexity of the job and the knowledge, abilities, minimum skills and academic qualifications required for the position.

Review Committee – a committee comprised of equal numbers of AISP members and District appointed representatives for the purpose of reviewing reclassification requests and making a recommendation of either granting the request or denying the request.

Ad Hoc Appeal Committee – a committee established on an as needed basis for Step 2 appeals for the purpose of reviewing a reclassification request appeal and making a recommendation of granting the request or denying the request. The committee includes Human Resources, AISP appointee, Finance, and another district administrator.

Criteria for Reclassification Review:

A request for reclassification must address the following to be considered by the Review Committee.

Required

- Clearly stated reason for the request for reclassification
 - Significant change in duties or responsibilities within the last eighteen (18) months
 - Restructuring of the position
 - Organizational changes that impact the position
- Supporting evidence for the reclassification
 - Documentation of changes in duties or responsibilities
 - Documentation of position restructuring
 - Documentation of organizational changes
- Current Job Description
 - Refer to new duties or responsibilities not currently in the job description
 - Identification of any components in the job description that are no longer current or relevant

Optional

- Supervisor Input
 - Not required, but supervisor may provide letter of support or other information
 - Supervisor may be asked for information from the Review Committee

Process for Reclassification Review:

Step 1

- a) The employee must submit a request for reclassification to Human Resources with the criteria listed above, on the appropriate district form(s). Reclassification requests will only be accepted for review once per year. A request for review of a subgroup of employees with the same job description may be submitted. Employees may pre-submit paperwork by February 5 for review and input by committee members. All final documents for reclassification requests must be received by Human Resources no later than March 15 of each year. If March 15 lands on a non-school day, the requests may be submitted by the end of the next business day.
- b) Human Resources will review the request for reclassification to ensure that all required components are included in the request. Any request for reclassification packet that is incomplete shall not be considered by the committee and will not receive any further consideration and will notify the employee as such.
- c) Between March 15 and April 10 of each year, the Reclassification Committee shall meet to review each of the complete requests submitted. Recommendations shall be shared with the employee no later than April 15 of each year.

- d) The Reclassification Committee may request additional information from the employee or supervisor. The committee may also meet with the employee should the committee determine the need.
- e) Should a salary increase be recommended by the review committee and granted, Human Resources will set the salary range and may consider more than 1 (one) pay grade change. A salary increase would be effective beginning the first day of school of the year the reclassification was received or the first day of the assignment change unless costs to fund the changes are greater than the allocation, which would result in consultation with the Union as identified in 3.9.3. There is no appeal for a request that is granted for an additional salary increase upon the salary being set by Human Resources.
- f) Should a reclassification be approved, Human Resources will automatically review all other positions within the job family that are at the same pay grade or may be impacted by the move of the approved position to a different pay grade.
- g) Should a request for reclassification be denied, the employee may appeal to Step 2. Said appeal must be received by Human Resources no later than ten (10) business days from the date of the notification to the employee of the Committee's decision.

3.9.2 Appeal Process

Step 2

Upon receipt of an appeal, Human Resources shall review the appeal through the following:

- Establish an ad hoc appeal committee composed of no more than four (4) individuals, Human Resources, AISP appointee, Finance, other district administrator who does not have direct oversight of the employee or program.
- The Ad Hoc Appeal Committee will review the request for reclassification and any additional documentation provided for the Step 2 review within ten (10) business days upon receipt of the appeal.
- The Ad Hoc Appeal Committee may request additional information from the employee or supervisor. The committee may also meet with the employee should the committee determine the need.
- The Ad Hoc Appeal Committee shall make a recommendation no later May 31.
- All decisions at Step 2 are final. No other levels of appeal exist.

3.9.3 Funding for Reclassification

The District shall set aside \$75,000 annually in order to fund any reclassification requests granted per this process. Should the cost of reclassification be higher than the allocated amount, the District will consult with SEIU to determine how to address the difference between the allocated amount and the amount required to fully fund all reclassifications for the identified contract year.

3.10 Rehires

Employees who are rehired shall have the full amount of their longevity reinstated for the purposes of vacation accrual, if eligible. Upon rehire, any PTO leave balance will also be reinstated.

3.11 Nondiscrimination

The District and the Union shall not discriminate against any employee for reason of race, age, national origin, color, sex, disability, religion, marital status, sexual orientation or Union membership.

Bellevue School District *does not discriminate in any programs or activities* on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Title IX Coordinator: Jeff Lowell, (425) 456-4010 or lowellj@bsd405.org; Section 504/ADA Coordinator: Heather Edlund, (425) 456-4156 or edlundh@bsd405.org; Civil Rights/Nondiscrimination Compliance Coordinator Nancy Pham, (425) 456-4248 or phamn@bsd405.org. Mailing address for all three: 12111 NE 1st Street, Bellevue, WA 98005.

3.12 Orientation

The District and Union share a mutual interest in support for new employees. Each new employee shall be given an orientation which includes, but is not limited to the following:

- A copy of this Collective Bargaining Agreement and a job description.
- Details regarding hours, location of work, school calendar, leaves, and job responsibilities.
- Instruction on permits required to hold position and where to obtain such permits.
- A full explanation of insurance plans and options.
- A personal introduction to supervisory staff.

- Details regarding required qualification courses and training programs.

The District agrees to inform all new employees covered by this Agreement that Service Employees International Union, Local 925, is their exclusive bargaining representative, provide Union access and opportunity to speak with employees during orientation, and will give them a Union membership packet provided by SEIU, Local 925.

A Union representative or shop steward as designated by the Union shall have up to 30 minutes (or as agreed to by both the District and Union) to meet on the job and on the clock with newly hired employees. Bargaining unit employees designated by the union shall be released with pay inclusive of travel time if necessary for meeting with the new employees as part of the regularly scheduled orientations.

3.13 Workload and Working Conditions

3.13.1 Step 1

Workload issues/concerns will first be brought to the employee's immediate supervisor for resolution. If a resolution is not reached, upon request of the Union a meeting will be scheduled involving the affected employee(s), a Union representative and/or shop steward, the immediate supervisor or designee, and the next level supervisor. The purpose of this meeting will be to seek clarification and resolution of the alleged workload concern. The supervisor will respond to the Union and the affected employee(s) within ten (10) calendar days. This time limit may be extended by mutual agreement of the parties. Issues not resolved at this level may request a review of working conditions (Appendix E).

3.13.2 Step 2

In the event an employee(s) believes the issues have not been resolved as identified in Step 1, (s)he may request a review of the issue through the Working Conditions Committee. This committee is an ad hoc committee with no more than four (4) members appointed by the Union and no more than four (4) members appointed by the District. This committee shall review the issues identified and respond to the employee(s) within ten (10) calendar days after receipt of the Request for Working Conditions Review. The results of the Committee review shall be reported to the Labor Management Committee at its next regularly scheduled meeting

This provision shall not be subject to the Article 13 - Grievance Procedure.

3.14 Assignment Confirmation

Assignment confirmations will be distributed to employees within five weeks of the start of the school year, date of hire, or change of an employee's assignment.

3.15 Designated Preschool Work Site Closures

Absent some unforeseen situation that would make it impracticable to do so: During the week prior to the first day of the new school year in the fall, those centers that house summer preschool programs will be closed for two days. The first day is for summer preschool employees to clean up and the second day is for employees at all centers to prepare for the upcoming year. During the week following the final day of the school year, centers that house summer preschool programs will be closed for one day to prepare for the summer program.

3.16 Substitutes

3.16.1 The following provisions apply to substitute employees within bargaining unit positions employed by the District for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitute employees.

Article 1-Union Rights

Article 2-Management Rights

Article 3 Conditions of Employment

3.1 Definitions of Employees (substitute)

3.2 Union Membership

3.4 Workday

3.11 Non-Discrimination

Article 8-Healthcare- *As applicable by law.*

Article 9-Personnel Files

Article 14-Affirmative Action

3.16.2 Substitute Plans – Requirements of Regular Employees

Regular employees covered under this agreement are expected to have substitute plans to cover their absence in case of emergency. These plans should be available for the employee's supervisor to ensure essential duties can be performed in case of the employee's absence. The District and Union will support training and implementation of this provision throughout the duration of this agreement. Samples of substitute plans and forms shall be made available to employees (see Appendix F). Substitute employees are not required to develop substitute plans.

Up to four (4) hours paid at the employee's regular rate of pay per school year are available for employees for the purpose of developing substitute plans to be allocated one (1) hour per each quarter of the academic year.

ARTICLE 4 CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE

4.1 Corrective Action Process

The District shall have the right to discipline or discharge an employee for just cause. The issue of just cause shall be resolved in accordance with Article 4 hereinafter provided. Whenever the District has reason to correct the actions or behaviors of an employee, the correction shall be done in a reasonable manner which, whenever possible, will avoid embarrassment of the employee before other employees or the public.

The District and Union believe in the concept of Corrective Action – actions taken by the District to change the behavior of an employee. Corrective action does not automatically result in discipline but rather is focused on changing the behavior of employees to improve their conduct. Corrective action may include verbal counsel, letters of direction or disciplinary actions, including letters of reprimand, suspension and termination.

The correction or discharge of an employee by the District shall be administered on the basis of just cause. “Just cause” means that definition as contained in Washington state and federal law, and includes, the following criteria:

1. Did the District inform the employee of the disciplinary consequences of rule violations, performance deficiencies, or misconduct?
2. Was the rule reasonably related to the orderly, efficient, and safe operation of the District’s business?
3. Prior to administering discipline, did the District make an effort to discover whether the employee did in fact violate or disobey a rule or order of management, or whether the employee failed to meet mutually-understood expectations of performance?
4. Was the District’s investigation conducted in a fair and objective manner?
5. Did the District obtain substantial evidence from the investigation to prove that the rule had been violated or that the employee failed to meet mutually-understood expectations of performance?
6. Did the District apply its rules, orders, and penalties in an evenhanded manner, so as not to discriminate against any employee?
7. Was the severity or degree of discipline reasonably related to (1) seriousness of the employee’s offense, and (2) the record of the employee’s service with the District?

Generally, corrective action shall be progressive in nature. If the alleged or perceived violation is minor without similar or related history or other additional concerns, the employee’s immediate supervisor shall address the matter in an informal advisory counsel with the employee. The employee may attend this informal counseling on his or her own, or may request that a union representative be present. The supervisor may document advisory counseling in the supervisor’s records, but any matter resolved at this level shall not be a part of the employee’s personnel file.

Corrective action shall consist of the following steps.

1. Informal counseling with employee. The supervisor may document but no written corrective action to the employee is required.
2. Letter of Direction – Provides written direction for future conduct. A letter of direction is not disciplinary and shall be limited to copies to the supervisor and employee. Letters of direction are not part of the disciplinary record unless there is subsequent misconduct that results in disciplinary action. An employee may request that a letter of direction be removed from any school/department file after two (2) years if there are no other corrections directed to the employee related to the identified conduct. Any issue that resulted in verbal counseling shall not be considered in a letter of direction after 18 months since the time of the verbal counseling.
3. A written reprimand. Such action shall remain in the employee's official personnel file for a period not to exceed three (3) years. At the end of the three (3) year period, should no further misconduct related to the reprimand occur, the employee may have the reprimand removed from the official personnel file.
4. Suspension. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand is in force, the employee may be subject to suspension.
5. Termination. Should behavior related to the infraction reoccur during the two (2) year period during which a letter of reprimand and previous suspension have occurred, the employee may be subject to termination.

Discipline documents involving serious misconduct (suspension or termination) shall not be subject to removal from the employee's personnel file unless the Union and District mutually agree and retention of the documents is not required by law.

In the event of serious misconduct, Progressive Discipline steps may be circumvented. Serious misconduct may be subject to suspension or termination if the proven offense falls under the category of insubordination, gross misconduct, or flagrant disregard for clear and well-publicized District policies, including but not limited to sexual harassment, bullying, and/or harassment on the basis of race or other protected categories. The District may choose to place the employee on administrative leave with pay or temporary reassignment while a complete investigation of the infraction is conducted. The union will also be notified when an employee is placed on administrative leave or temporary reassignment.

Any employee being suspended or terminated shall be entitled to a full and complete written notification stating the precise reasons for the disciplinary action. Upon request, the affected employee will be entitled to a meeting with the appropriate District personnel to: (a) present the employee's side of the story, and (b) ask any clarifying questions to determine the reasons for the action taken.

Upon request, an employee may have a representative of the Union present during any meeting that could lead to corrective or disciplinary action. When a request for such representation is made, and a Union representative is not available, any disciplinary action will be postponed for a maximum of three (3) workdays, or longer by mutual consent, to afford an opportunity for a Union representative to be present.

The off-duty activities of employees shall not be the cause for disciplinary action unless said activities are detrimental to the employee's ability to function in the job.

4.2 Drug-Free Schools, Community and Workplace

District Board policy #5201 applies to all AISP employees a copy of which is available on the District's website (www.bsd405.org) for reference. A written copy will be provided upon request to Human Resources.

ARTICLE 5 - CHANGE OF STATUS

5.1 Seniority

An employee's seniority shall be defined as an employee's continuous length of service in the bargaining unit, excluding time served as a temporary employee and except as provided below. Seniority shall begin from the employee's most recent first (1st) day of compensated work within the bargaining unit. Seniority dates will be adjusted for leaves of absence (Article 7.3) and leave without pay (Article 7.7), and for all days when on layoff status and if a member of the bargaining unit voluntarily resigns and is subsequently hired into a new position in the bargaining unit within twelve (12) months of their final pay warrant.

An employee's seniority shall be broken so that no prior period of employment shall be counted, and their seniority shall cease upon:

Justifiable discharge; voluntary separation unless rehired into the bargaining unit within twelve (12) months of their final pay warrant; layoff or leave of absence exceeding twelve (12) months, a medical leave of absence exceeding twenty-four months, or failure of an employee to return to work upon recall from an indefinite layoff.

In the event an employee accepts a position with the District outside the bargaining unit, bargaining unit seniority established at that time will be restored if the employee returns to the bargaining unit within one year or less.

Seniority does not apply to employees retired from the District who are rehired. Retire/Rehire employees work on a yearly basis and should not have any expectation about continued or re-employment with the District.

5.2 Position Openings

Notices of position vacancies which occur within the bargaining unit shall be posted on the District website. For internal only vacancies, only District employees shall be considered.

All job openings within the bargaining unit shall be advertised for a period of ten (10) working days before such openings are filled.

An employee who wishes to apply for a job opening must apply with the Human Resources Department in accordance with the job posting.

5.3 Filling Position Openings

Position openings will be filled by the District based on the ability, qualifications, skills, experience, and other relevant factors of the applicant for the position.

The District and Union believe in providing opportunities for current employees, when practical, for career advancement. Employees covered by this agreement shall have consideration provided for their application for an open position for which they are qualified and available to perform.

In addition, the District shall consider the requirements and intentions of laws and regulations concerning equal employment opportunity and affirmative action programs in filling position openings.

If two or more applicants for the position are equal, based on the criteria provided for in this Section, then seniority shall prevail. The District shall be the sole judge of the applicants' ability, qualifications, skills, experience, and other relevant factors, provided such judgment is not exercised in an arbitrary and capricious manner.

5.4 Reduction-in-Hours Procedure

Employees will be selected for reduction in hours in reverse order of seniority, provided those with greater seniority are qualified to perform the remaining work. To be qualified, an employee must possess appropriate experience, academic preparation and/or specialized training as determined by the District.

An employee whose current assigned hours are to be reduced from their base hours shall be notified of the reduction in writing by their building or departmental supervisor prior to the end of the current school year. Such notification shall include the District's Preference Pool Assignment Form (Appendix D).

To ensure the least possible interruption to the educational program while providing reasonable opportunity for employees to maintain their assignment hours, an employee may choose from option 1) or 2) that follow:

1) Employee Remains in School/Department

For an employee who chooses to remain in their school/department, if additional hours become available at their school/department, those hours will be provided to the employee with reduced hours in order of seniority if scheduling and program needs allow. If the school/department has no additional hours to assign the employee, he/she may contact Human Resources to be considered for additional hours in other schools/programs. The ability to have hours restored shall be for a period ending on 15 October of the next year.

2) Employee Leaves School/Department

An employee who has been identified as having their annual assigned hours reduced and who chooses not to remain in their assigned school/department or who has had all their hours reduced at their school/department shall be placed in the preference pool for a period ending 15 October of the next year.

An employee in the preference pool may be offered a position with a variance of up to two (2) hours per week above or below their total weekly assigned hours on October 15 of the previous year or the total weekly assigned hours at the time of reduction, whichever is greater.

In the case of combined assignments in different ranges, only the assignments that were reduced are eligible for an increase for a combined total of up to two (2) additional hours per week.

An employee who accepts a position that results in more than a two (2) hour per week reduction from their previous total weekly assigned hours at the time of reduction may request additional hours from their principal or administrator, which will be assigned in order of seniority if scheduling and program needs allow. If the school/department has no additional hours to assign an employee, the employee may contact Human Resources to be considered for additional hours in other schools/programs.

3) Preference Pool

Employees may request Human Resources to reinstate hours using the District's Preference Pool Assignment Form. Employees shall complete and return to Human Resources the Preference Pool Assignment Form within ten (10) working days of receiving notice that their hours will be reduced. An employee may change the information on the Preference Pool Assignment Form only once per year, from February 1 through February 15 by submitting the revised Preference Pool Assignment Form to Human Resources.

A preference pool employee may apply for open positions and if not selected, will remain in the preference pool. Initial consideration for position openings will be limited to those employees in the preference pool.

Preference for the position opening will be given by seniority to qualified employees if scheduling and program needs allow. Employees will not be considered for position openings in a higher range than that in which they currently are employed or which would result in a total weekly increase of more than two (2) hours.

An employee will remain in the preference pool until s/he has; 1) had hours and range restored, 2) been placed into a position based on their Preference Pool Assignment Form 3) been hired into a position for which s/he applied, or 4) opted out of the preference pool by written notification.

If an employee in the preference pool with a current assignment of hours refuses an offer which matches the information on the Preference Pool Assignment Form, the employee shall be removed from the preference pool. If an employee with no hours currently assigned refuses an offer which matches the information on the Preference Pool Assignment Form, the employee will be processed as a resignation to the Board of Directors. If the District is unable to match a position on the preference form by 15 October of the following school year, the employee will be processed as a Reduction-in-Force (Article 5.5)

4) Position Openings

If the position opening is not filled pursuant to this Section or Section 5.5, such opening shall be advertised in accordance with Article 5, Section 5.3. Any employee may apply for any advertised opening, and if selected, will be hired, even if the new position is in a higher range or for more hours or days than was the employee's previous position.

5.5 Reduction in Force (Layoff)

Employees will be selected for layoff in reverse order of seniority, provided those with greater seniority are qualified to perform the remaining work. To be qualified, an employee must possess appropriate academic preparation and/or specialized training as determined by the District.

To the extent allowed by law, the order of reduction will be in conformance with and may be impacted by the District's affirmative action policy.

Once the least senior employee at a building or department level has been selected for layoff, that employee may displace the least senior employee in the District who is in a position for which the senior employee is qualified in another classification in the same salary range or a lower salary range. This process shall be implemented in the following order:

- 1) The employee will be placed in a vacancy within the same pay range for which they qualify if one exists.

- 2) The employee will be placed in the least senior position within their current job title. For an employee with combined assignments, the assignment with the majority of hours per week will be considered the job title for placement purposes. If the hours are the same, then the job title in the highest range will be considered the job title for placement purposes.
- 3) The employee will be placed in the least senior position for which they qualify in the same pay range.
- 4) The employee will be placed in the least senior vacancy/position for which they qualify in a lower pay range.

An employee who lost a benefits eligible position and refuses an offer of a benefits eligible position identified in 1 through 4 above will be processed as a resignation to the Board of Directors. If an employee who was in a non-benefits eligible position refuses any offer of a position, benefits eligible or not, identified in 1 through 4 above, they will be processed as a resignation to the Board of Directors.

If an employee is placed in a position with fewer hours than their previous assignment, then they may request additional hours from their principal or administrator which will be assigned in order of seniority, if scheduling and program needs allow. If the school/department has no additional hours to assign an employee, the employee may request Human Resources to consider them for additional hours in other schools/programs. The ability to have hours restored shall be for a period ending on 14 October of the next year.

If Human Resources offers the employee an assignment that restores their hours, days and pay range lost at the time of layoff and the employee refuses the assignment, the employee will be removed from the recall pool. Employees who are laid off may remain in the recall pool for up to two (2) years.

Employees laid off under the provisions of this Section shall be notified in writing by the District no less than thirty (30) days prior to the end of the current school year or no less than thirty (30) days prior to the date of layoff, whichever occurs first. The District shall provide the Union with the names of all such employees as soon as possible after such determination has been made.

Prior to laying off employees, the District will meet with the Union to explain the reason for the layoff.

5.6 Recall

The District will fill vacant positions from the recall pool as specified in these procedures; provided, however, if there is no qualified person in the recall pool, the District may hire a person from outside the pool.

Positions will be filled from the recall pool as follows:

- a. Each individual in the recall pool will be considered for assignment in any of the classifications for which they are qualified.
- b. The most senior qualified employee for the position opening will be assigned; provided a more senior employee in the preference pool specified in Article 5, Section 5.4, is not selected for the position.
- c. An employee cannot be assigned to a higher pay range than that which they held at time of layoff. However, such employees may apply for open positions, and if not selected, will remain in the recall pool.
- d. If an employee who held a full-time position is assigned to a part-time position, they shall be afforded the opportunity to remain in the recall pool until such time as they are given a full-time assignment or until their recall rights expire.
- e. If an employee has a reduction in their assigned days per year, they shall be afforded the opportunity to remain in the recall pool until such time as they have the reduced assigned days reinstated or until their recall rights expire.
- f. If an employee is assigned to a position in a lower salary range than that which they held at time of layoff, they shall be afforded the opportunity to remain in the recall pool until such time as they are given an assignment in the higher salary range or until their recall rights expire.
- g. If Human Resources offers an employee an assignment that restores their hours, days and pay range lost at the time of layoff and the employee refuses the assignment, the employee will be removed from the recall pool.

An employee who lost a benefits eligible position and refuses a placement in a benefits eligible position will be processed as a resignation to the Board of Directors. If an employee who was in a non-benefits eligible position refuses a placement in any position, benefits eligible or not, they will be processed as a resignation to the Board of Directors.

If an employee is placed in a position with fewer hours than their previous assignment, then they may request additional hours from their principal or administrator which will be assigned in order of seniority, if scheduling and program needs allow. If the school/department has no additional hours to assign an employee, the employee may request Human Resources to consider them for additional hours in other schools/programs. The restoration of hours shall be for the period ending on 14 October of the next year.

Persons in the recall pool shall be responsible for maintaining their current address, e-mail and telephone numbers with the Human Resources Department. Employees are required to notify the District of their preferred method of contact.

The District shall notify laid off persons selected for recall by telephone, e-mail or U.S.P.S. mail. The individual will have two (2) workdays from receipt of such notification to accept employment in the position. A person who fails to notify the District of intent to accept the position offered within the two (2) workdays above shall have no right to placement in the position and shall be processed as a resignation to the Board of Directors. In the event that the person selected for recall fails to notify the District of intent to accept the position within the two (2) workdays or the person declines employment in the position, then the District shall select the person next in order of recall and notify them of the selection as set forth herein; provided a more senior employee in the preference pool specified in Article 5, Section 5.4 is not offered the position.

The District shall notify the Union immediately of each individual selected for recall.

5.7 Voluntary Separation

Each employee shall give the District at least two (2) weeks' notice of their intention to terminate. The District will direct its contracted benefits administrator to provide the employee with notice of any eligibility for benefits following termination. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.

If an employee is absent for three (3) consecutive workdays without notifying the District as to the reason for their absence, then said employee shall be considered as having voluntarily terminated. An employee may be reinstated without penalty if, in the judgment of the Human Resources administrator, there are extenuating circumstances which made it impossible to notify the District as to the reason for the absence.

5.8 Trial Period

An employee who is 1) promoted to a position in a higher job classification or 2) who subsequently accepts another job in a different classification covered by this Agreement but one which is at the same pay level shall serve a trial period of up to sixty (60) workdays. An employee serving a trial period who is found to be performing unsatisfactorily, as documented in the employee's evaluation in the new position, will be afforded an opportunity to return to their former position if it is available, or comparable position if one is available. If a position is not available, the person will be placed in the recall pool as delineated in 5.5 until such time as a position for which he/she is qualified becomes available or until recall rights have been exhausted. Such an unsatisfactory evaluation may be appealed by the employee under Section 10.3 of this Agreement.

ARTICLE 6 - HOLIDAYS AND VACATION

6.1 Holidays

The following are District recognized holidays.

September

Labor Day

February

President's Day

November

Veteran's Day

Thanksgiving Day

Day following Thanksgiving

March/April

Last Friday of Spring Vacation

December

Christmas Day

Day before or after Christmas Day

May

Memorial Day

January

News Year's Day

Day before or after New Year's Day

Martin Luther King, Jr., Birthday

July

Independence Day

Full-year, full-time employees shall receive holiday pay for the District recognized holidays.

Full-year, part-time employees who are assigned for fewer than eight (8) hours per day for twelve (12) months per year shall receive holiday pay on a pro rata basis.

Part-year employees with a weekly assignment of thirty (30) hours or more shall be paid for all designated holidays which fall within the period of their working assignment on a pro rata basis.

The District shall designate whether the day before or after Christmas Day and New Year's Day shall be the paid holiday.

Employees who work on a designated holiday shall be paid for the hours worked on such holiday at one and one-half (1-1/2) times their regular rate of pay per hour in addition to their holiday pay.

When a holiday falls within an employee's vacation period, the holiday will not be counted as a day of vacation.

6.2 Vacation

Vacation accruals shall apply to all employees assigned 30 or more hours per week. Employees must review Section 6.2.1 and Section 6.2.2 to determine if they are eligible to schedule vacation during the school year.

Accrued vacation rates shall change on the employee's anniversary date of employment and shall be as follows:

- a) The first through the fifth year of continuous employment, fourteen (14) days of paid vacation shall be authorized. Vacation shall be earned at the rate of 1.17 days per month for each month worked.
- b) After five years (60 months) of continuous employment, seventeen (17) days of paid vacation shall be authorized. Vacation shall be earned at the rate of 1.42 days per month for each month worked.
- c) After ten years (120 months) of continuous employment, twenty-one (21) days of paid vacation shall be authorized. Vacation shall be earned at the rate of 1.75 days per month for each month worked.
- d) After fifteen years (180 months) of continuous employment, twenty-six (26) days of paid vacation shall be authorized. Vacation shall be earned at the rate of 2.17 days per month for each month worked.
- e) After twenty years (240 months) of continuous employment, twenty-eight (28) days of paid vacation shall be authorized. Vacation shall be earned at the rate of 2.33 days per month for each month worked.

Employees will not earn vacation benefits for any absences for which they were not compensated, except as provided for in Article 7, Section 7.7. Employees will continue to earn vacation benefits for any absences for which they were compensated.

6.2.1 Vacation for Full-Year Employees (employees assigned for twelve (12) months per year)

Generally, there are 260 days in a full year schedule who are assigned to work 20 or more hours per week.

Full-year, part-time employees who are assigned for fewer than eight (8) hours per day for twelve (12) months per year shall receive vacation pay on a pro rata basis.

Vacation for full-year employees shall be scheduled at a time mutually agreed to by the employee and the supervisor within the schedule requirements of the department/building.

In the event of the full-year employee's death, all earned and unused vacation days shall be paid to the employee's beneficiary to the extent of allowed payout.

A full-year employee may carry forward three hundred fifty-two (352) hours of unused vacation as of the 30 September payroll cut-off date. An employee who is separating for the District may cash out up to 240 hours or at retirement such lesser amount as will avoid any excess compensation liability to the District.

Employees retiring under the PERS 1 retirement plan shall have vacation cashed out on a first-in, first-out basis and be limited to 240 hours cashed out over two years.

An employee moving from full-year to a part-year position, or to a position that does not qualify for vacation accrual shall be cashed out unless the balance is 40 or more hours. Balances of 40 or more hours shall be held until separation from the District or until the employee returns to a full-year vacation eligible position.

6.2.2 Vacation for part-year employees (assigned for fewer than 259 days per year)

Generally, these employees work less than 12 months per year and are assigned to work 30 or more hours per week.

Part-year, vacation eligible employees will receive vacation accrual on a pro-rata basis using the schedule in in 6.2 (a. through d.). This accrual shall be cashed out monthly as accumulated. All previously accumulated hours of 40 or more, shall be held until separation from the District or until the employee changes to a full-year, vacation eligible position, at which time the vacation may be taken as stated in Article 6.2.1.

6.2.3 One-Time Vacation Cash Out

For the 2021-2022 school year only, all employees who have accrued vacation as of May 1, 2022 shall be eligible to cash out up to six (6) days of vacation at their regular hourly rate. Requests for vacation cash out will not be prior must be submitted no later than June 15, 2022. Vacation cash out will be paid during the summer months only.

ARTICLE 7 – LEAVES OF ABSENCE

(refer to Appendix G for Matrix of Leave Types)

7.1 General Leave

The District and Union share a mutual belief that the person best suited to perform the duties of their position is the regular employee. We value the commitment and contributions our employees make on behalf of our students. To that end, regular attendance is a critical aspect for employees to be able to perform their duties and support the educational mission of the District.

Employees who are unable to work because of illness, injury, quarantine or emergencies are authorized the number of days of general leave accumulated under this section. Full-time employees accumulate one (1) day of leave for each month of their employment and part-time employees shall accumulate such general leave on a pro-rata basis. general leave credits shall be cumulative from year to year.

For employees new to the District, up to six (6) days of general leave are available for the employee on a case-by-case basis as determined by the supervisor and Human Resources. In said cases, the District shall notify the Union. Said days may only be used for purposes identified in Sections 7.1.1 and 7.1.2.

The following leaves shall be deducted from your cumulative general leave balance: illness, injury, emergency, personal, ceremony and religious leave.

Employees and/or their beneficiaries shall be compensated annually and upon separation or death for unused general leave days as provided by law and in accordance with regulations established by the Superintendent of Public Instruction.

Unused leave credits shall be transferred to or received from other school districts in the State of Washington in accordance with state law.

Leave sharing will be permitted in accordance with State law and District policy.

7.1.1 Use of Leave for Illness or Injury

Illness, injury or disability shall be reported at the beginning of any period of leave to the District by the employee or a person acting for him/her.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities.

In accordance with the Family Care Act, an employee may use leave for illness or injury or vacation to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision; a child eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability; or a spouse,

domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.

A licensed health care provider's certificate of illness or injury may be required for approval of leave for illness or injury after three (3) consecutive workdays of absence. The supervisor should make a reasonable effort to communicate the concerns to the employee(s).

A written statement may be requested by the District from a licensed health care provider which verifies the employee's ability to return to work.

Employees absent from work due to illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use their available vacation and/or general leave up to the amount of their earned credit consistent with state workers compensation provisions. Any overpayments shall be returned by the employee.

Employees may elect to combine the time loss benefit with their available vacation and/or general leave payments in accordance with State law.

Employees shall be allowed leave with compensation for illness or injury up to the amount of their earned credits under the following conditions:

- a) During an illness or injury which has incapacitated the employee from performing their duties.
- b) During the infectious period following the exposure of an employee to a contagious disease during which their attendance on duty would jeopardize the health of fellow employees or the public.
- c) For the purpose of medical, dental, or optical appointments if arranged in advance with the immediate supervisor. Non-routine appointments, such as those with a medical specialist, do not require the approval of the immediate supervisor.

7.1.2 Use of Leave for an Emergency

Emergency leave shall be designated by the District for it to be used. Should a school or District closure be determined, employees who are unable to work may take general leave accumulated under this section for the number of days designated eligible by the District. This designation of emergency leave does not require any preapproval. On a case-by-case basis, non-instructional employees covered under this agreement may work with their supervisor for making up a workday instead of having to use the employee's general leave.

7.1.3 Ceremony Leave

One day of general leave per year shall be granted under this Section for matters directly involving the employee's family. Such leave shall be granted only for the following

specified purposes occurring during the workday or requiring workday travel and over which the employee has no control:

- a) Marriages
- b) Graduation ceremonies
- c) Other ceremonies of an exceptional, distinctive nature

7.1.4 Personal Leave

7.1.4.1 Preapproval:

An employee may take up to three (3) days (equal to the number of hours per day employed) of general leave as personal leave, provided said employee has at least three (3) days of accumulated general leave from which the personal leave shall be deducted. Personal leave may be granted in increments of two (2) hours, with an understanding that most personal leave requests of two (2) hours may not result in substitute coverage for the absence. Preapproval shall be required for the use of personal leave except as designated in 7.1.4.2. Wherever possible, requests for personal leave shall be submitted to the employee's supervisor no later than ten (10) workdays prior to the date of the requested leave. Leave requests entered within ten (10) workdays may be approved by the supervisor at their discretion.

Personal leave is intended to be used to address personal business that can only be attended to during normal work hours. Personal leave is not intended to be used to extend a vacation.

Applications for Personal Leave shall be granted **unless** the leave is taken at any of the following times:

- a) The first five (5) or last five (5) school days of the year.
- b) The day before or after any holiday or non-student day identified on the calendar.
- c) When such scheduled leave would result in the absence of both the office manager and assistant principal's secretary at the middle or high school, unless approved by the supervisor.
- d) When the number of substitutes requested in any one-day District-wide to cover personal leave exceeds fifteen (15) classroom support personnel. If a request for personal leave is denied by the District's automated substitute system, an employee may e-mail the Substitute Program Coordinator asking that the leave request be reconsidered. More days may be granted if, in the judgment of the Substitute Program Coordinator or the department administrator, granting such leaves will not affect the District's ability to cover all other absences.

7.1.4.2 Submission After an Absence:

Personal Leave may also be used in the event an employee has personal circumstances that meet the following criteria:

- a) The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b) The problem cannot be one of minor importance or mere convenience but must be serious.

Written application for consideration for personal leave will be submitted on the designated form to the Human Resources Department within thirty (30) days of the employee's return from the absence.

The form will require an explanation of the personal situation causing an absence.

The decision regarding whether the leave will be considered as personal leave will be transmitted to the employee within fifteen (15) days of the receipt of the request. During the period prior to a decision being made, no deduction from pay will occur.

7.1.5 Domestic Violence Leave

Employees may use general leave under the provisions of Article 7.1.1 as delineated in [RCW 49.76.030](#).

7.2 Bereavement Leave

Bereavement leave is defined as leave for the purpose of mourning the death of a family member or others. Bereavement leave is intended to be applied in a timely manner related to the death of the individual. The District has established a time frame of thirty (30) days from the time of death to be considered eligible for bereavement leave. Bereavement leave will be granted and paid by the District. Bereavement leave shall be non-cumulative and shall not be deducted from the employee's accumulated general leave.

It is understood that sometimes a memorial service, funeral or other activity may occur later than one month after the death. In such cases, the District may grant the bereavement leave, provided there is sufficient documentation to account for the time of the memorial service. Employees who serve as executors to an estate or have other legal considerations may use Personal Leave to take care of affairs of the deceased.

The District may allow up to five (5) days per event of paid bereavement leave for the death of an employee's family member.

The District may allow up to one (1) day per event of paid bereavement leave for the death of an employee's non-family member not to exceed three (3) occurrences per fiscal year.

In situations where serious personal complications occur as a result of bereavement, the employee may be granted an extended leave of absence without pay not to exceed ninety (90) calendar days upon approval of the Superintendent in accordance with Section 7.3 of this Article.

Generally, bereavement leave requests shall be granted with an understanding that a request may not automatically result in five (5) days of leave taken as bereavement. Should there be a concern regarding the appropriate use of bereavement leave, Human Resources may require specific documentation related to the bereavement request.

7.3 Leave of Absence

Upon recommendation of the immediate supervisor and approval of the Superintendent or designee, leave of absence may be granted to an employee for such things as: (a) family emergency, (b) education, (c) personal business, or (d) medical disability leave.

The District shall state in writing the terms of the leave of absence.

Seniority established at the time of departure on an approved leave of absence shall be restored when the employee returns to work provided such leave did not exceed twelve (12) months. If an employee does not return from leave after twelve (12) months, the employee is considered to have separated from the District. For an employee with a verified (d) medical disability leave, seniority shall be maintained up to twenty-four (24) months. If an employee on medical disability leave does not return to a position by the end of twenty-four (24) months, they shall be considered to have separated from the District.

When an employee returns from leave of absence not exceeding twelve (12) months, with the exception of item (d) above, the employee shall be reinstated in a position equivalent in duties and wages to that which he/she had at the time their request for a leave of absence was approved, if a vacancy exists. If a vacancy does not exist, the employee will be placed on a waiting list subject to recall by seniority for positions for which he/she is qualified.

An employee who fails to return at the end of their approved leave of absence will be considered resigned from the District.

7.4 Civic Responsibility Leave

An employee shall be granted a leave for jury duty or subpoena.

There will be no deduction in the employee's compensation for jury duty or subpoena, provided the employee is not the plaintiff or defendant in an action.

7.5 Military Leave

The District shall pay the employee their regular salary for the purpose of discharging military reserve obligations as required by State and/or Federal law.

An employee who enlists, is inducted, or recalled to active duty, shall be granted a leave of absence without pay for the period of their military service and shall be reinstated to their former or comparable position, provided application for such position has been made to the District within ninety (90) days after the expiration of such military service.

7.6 Religious Leave

Employees planning to participate in a religious observance(s) on a scheduled work day shall be granted up to three (3) days leave for this purpose.

The employee shall have the days charged to their allocated general leave.

An employee desiring to take leave for religious observance must submit written notification to their supervisor at least ten (10) days in advance of the leave date(s) requested. Supervisors will forward all notifications of such leave to the Human Resources Department.

7.7 Leave Without Pay

Employees may use Leave Without Pay should no other provisions of general leave in Article 7 apply. Requests for leave without pay must follow the following steps to be considered for approval:

- a) Application for leave without pay shall be made as far in advance of the requested leave as possible through the employee's principal/supervisor.
- b) The principal/supervisor will acknowledge receipt of the request and submit to the Human Resources Department.
- c) In consultation with the principal/supervisor, the Human Resources Department will review the request, including exploring other leave options that may be available to the employee.
- d) The granting of leave without pay shall be on a case-by-case basis.
- e) Leave without pay requests for the first five (5) or last five (5) school days of the year shall not be granted unless special circumstances or needs of the individual as well as the best interests of the educational program will be considered in making the determination to grant or deny the application. Such leaves will have no effect on seniority or benefit accrual.
- f) The employee shall be notified no later than five (5) business days after receipt by Human Resources whether or not the leave without pay request has been approved.

7.8 Professional Leave

An employee may be allowed leave with pay to attend classes, conferences, seminars, etc., which would enhance the job performance of said employee. Professional leave is district paid and is not deducted from the employee's General Leave. Prior approval must be obtained from the employee's immediate supervisor by completing a Prior Approval Forms.

7.9 Leave for Educational Purposes

When an employee participates in an approved professional development or career development activity or program, such as student teaching or practicum experience as part of a recognized teacher certification program, and when it is necessary for the employee to miss their regularly scheduled workdays to participate in said opportunity, an employee may apply for an unpaid leave of absence for the required educational time. During this leave, the employee's district-paid benefits will continue to be available, and the employee may return to their regular position upon completion of the educational leave.

An employee desiring to take leave under this policy must seek approval of their principal or supervisor and Human Resources at least thirty (30) calendar days, or as soon as practicable, in advance of the requested leave. If completing student teaching or a practicum experience, they must have an approved placement within the Bellevue School District.

7.10 Leave Exceptions

Unusual or extraordinary circumstances may exist with an individual employee regarding leave requests. In such cases, Human Resources will notify the Union of the situation and will make every effort to mitigate the situation with the employee.

ARTICLE 8 - HEALTH AND WELFARE

8.1 Insurance Benefits

Employees are eligible for benefits as determined by the School Employees Benefits Board (SEBB) and administered by the Health Care Authority (HCA). Employees are eligible for SEBB benefits if they are expected to work a minimum of 630 hours during a calendar year. Employees who are not initially expected to work enough hours to be eligible, but who reach the hours threshold during the calendar year, shall become eligible for benefits upon reaching the hours threshold, and shall be presumed eligible for the following calendar year.

An employee who has exhausted all illness, injury, or emergency leave benefits and is on medical leave of absence shall continue to receive the District health insurance

contribution until the expiration of their current assignment. The phrase “current assignment” under this paragraph means the twelve-month period between September 1 through August 31 of the ensuing calendar year, during which the employee would otherwise be regularly scheduled to work if they were not on a medical leave without pay.

8.2 Retirement

All employees covered by this Agreement are subject to the rules and regulations of the WA State Department of Retirement Systems in accordance with WA State law.

8.3 Industrial Insurance

The District will provide industrial insurance in accordance with state law.

8.4 Life Insurance and Accidental Death and Dismemberment

Life insurance and Accidental Death and Dismemberment (AD&D) are provided by SEBB and administered through the HCA as described in 8.1 above. SEBB has established group term life insurance of \$35,000 and Accidental Death and Dismemberment at \$5,000 for each employee.

8.5 Dental/Vision Insurance

Dental and vision insurance are provided by SEBB and administered through the HCA as described in Section 8.1.

8.6 Section 125

Under the auspices of Section 125 of the Internal Revenue Code the District shall provide 1) a medical premium conversion program which allows an employee to elect to have any of their health insurance premium contributions paid before the application of income taxes under the Internal Revenue Code; 2) a Health Care Expense Account (HCEA) which allows an employee to use pre-tax dollars to pay for expenses not 100% covered or ineligible for payment through the group health care plans; and 3) a Dependent Care Reimbursement program which allows an employee to use pre-tax dollars to pay for allowable dependent care costs. 125 plans are provided by SEBB and administered through the HCA as described in Section 8.1.

8.7 VEBA

The District and Administrative and Instructional Support Personnel will vote annually to participate in the Voluntary Employee Benefit Account (VEBA) for all employees retiring between September 1 and August 31 of each year.

8.8 Employee Assistance Program

All employees have initial access to the Employee Assistance Program free of charge through the Human Resources Department.

ARTICLE 9 - PERSONNEL FILES

9.1 Personnel Files – Contents

An employee's personnel file shall contain job assignments, transcripts and other documents pertaining to education/ certification where appropriate, performance evaluations, and such additional communications and records as are related to an individual's employment status with the District.

The employee's personnel files shall be open to their inspection at reasonable times upon request.

Notice will be provided an employee when material is placed in or removed from their personnel file. The employee will be given an opportunity to attach comments to materials placed in their file.

Upon written request of an employee, the District shall remove from that employee's personnel file a written reprimand that is three (3) years old or older as long as said employee has not been disciplined further since the date of the written reprimand. In accordance with WAC 181-88, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file.

9.2 Public Records Requests – Notification

Prior to the release of any information regarding union membership pursuant to a public record request received by the District the response to which would reasonably result in releasing personally identifiable information about an employee or employees, the District will notify the Union of the receipt of such request. The District may, if appropriate, notify the potentially affected employee(s) via email or certified mail to the employee's last known address maintained in the Human Resources Department in order to allow the employee an opportunity to seek court intervention to prevent such release. Nothing in this requirement implies or suggests that the District itself has any obligation to seek court relief or prevent the release of such information on behalf of any employee. The employee or Union will have ten (10) business days to seek court intervention to prevent the release of information responsive to the request.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The estimated date the District intends to produce the records.

ARTICLE 10 - PERFORMANCE EVALUATION

10.1 Purpose and Procedure

This performance evaluation system is intended to facilitate communication and provide constructive feedback between supervisors and employees regarding the improvement of employee performance in the areas of:

- a) Recognition of successes
- b) Areas for improvement and/or growth
- c) Targeted professional development

This evaluation system should be implemented in a fair, equitable, and positive manner. Performance evaluations are not intended to be used for the purpose of corrective action.

The parties agree that the employee and supervisor should share a common understanding of the evaluation criteria and process. Supervisors should be familiar with the role, responsibilities, and duties of the employee. Supervisors will adequately observe employees performing duties to get a full understanding of their performance.

Employees will receive two (2) written performance evaluations annually, an abbreviated mid-year and a year-end. Timelines for each are outlined below.

As part of the probationary status, new employees will receive two (2) evaluations in 2021-22, a 90 day and a year-end evaluation. Beginning in 2022-23, new employees will receive three (3) evaluations. The first on or about 45 calendar days, the second at the end of the 90 calendar day probationary period, and a year-end. Employees hired after January 1 shall receive a probationary and a year-end evaluation for a total of 2 evaluations.

To better meet the stated purpose of performance evaluations, the written evaluation will be supported by in-person conferences between the employee and the supervisor. This conference may occur online at the employee's request. Conference topics may include:

- Highlighting of successes and areas of improvement
 - o If an employee scores below proficient in any area, the employee shall be provided with specific examples from the employee's work and suggestions for improvement.
- Employee goal setting and progress reporting may be included as part of the conference. Where appropriate, these should be incorporated into the written evaluation.

Written evaluations will focus on employee performance including strengths, areas for improvement, recommended strategies or actions, and opportunities for professional development where appropriate.

If an employee feels the written evaluation does not accurately reflect their performance of duties, the employee may inform the supervisor they elect to throw out the evaluation and have it redone based on updated observation, information, etc. This may occur one (1) time in a year.

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

Timelines:

	Mid-year Evaluation Due By	Year-end Evaluation Due By
School Year Employee	The Friday before Winter Break	May 15 th
Full Year Employee	March 15 th	August 15 th

10.2 Unsatisfactory Performance

If an employee's performance is deemed to be unsatisfactory at any time, the immediate supervisor shall meet with the employee to discuss performance concerns and address areas of performance where the employee will need to improve.

Following at least one evaluation in a given year, the supervisor may place the employee on a formal performance improvement plan. The employee shall be informed of the duration of such plan, the areas of performance where the employee shall be required to improve, the performance expectations to be achieved and, if applicable, any district support to be provided to the employee. The supervisor shall meet periodically with the employee and provide the employee feedback on their performance during any performance improvement plan period.

Following the initial notice to the employee of performance concerns and the establishment of a performance improvement plan, an employee may not be terminated for poor job performance unless the employee has been provided feedback regarding continuing performance concerns during the improvement plan.

If the employee does not successfully meet the expectations established in the plan, the employee will be subject to having their employment terminated. Nothing in this Article 10 shall be construed to prevent an employee from being discharged or disciplined for misconduct that is unrelated to the satisfactory performance of assigned duties.

10.3 Evaluation Appeal

An employee may appeal an evaluation which has a potentially adverse effect on their employment status through the following appeals process:

Step One

Within fourteen (14) calendar days of receipt of an evaluation, the employee either directly or with the assistance of the Union, will commit such appeal to 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.

Within fourteen (14) calendar days after receipt of the written appeal, the supervisor shall communicate their written response to the employee.

Step Two

If the employee is not satisfied with the resolution at Step One, he/she may, within fourteen (14) calendar days after receipt of the written response, submit their appeal to the next level of supervision.

The administrator 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. Said decision shall be final and binding on the District and the employee.

The District and the Union may mutually agree in writing to extend the limits at any one of the steps described herein.

ARTICLE 11 – COMPENSATION

11.1 Salary Schedule

All employees covered by this Agreement shall be paid according to their proper classification step as set forth in Appendix A or on the Paraprofessional Salary Schedule in Appendix B.

For the 2021-2022 contract year, base salary is increased by 3%, plus market adjustments for identified positions, and by the creation of the Paraprofessional Salary Schedule. In addition, all employees shall receive an additional sixty-five (65) cents per hour for requirements related to the required use of technology as a condition of employment. For the 2022-2023 contract year, base salary shall increase by 3%. For the 2023-2024 contract year, base salary shall increase by 2%.

Employees working 8 hours per day for 228 to 261 days per year as of August 31, 2021, will continue to receive an additional hourly amount of seventy-one (71) cents in recognition of District contribution of benefits which are received by part-year employees as negotiated in previous contracts prior to the implementation of benefits through SEBB.

This hourly differential will continue until the employee is no longer in a designated position that qualified prior to September 1, 2021. As of September 1, 2021, or after, employees hired into a position working 8 hours per day for 228 or more days shall not be eligible for this additional hourly amount.

Any employee who voluntarily resigns and is subsequently rehired into a new position in the bargaining unit within twelve (12) months of their final pay warrant shall be placed at their former wage step and vacation accrual rate. All unused PTO leave will be restored.

11.2 Increments

Beginning employees through five years of experience within the bargaining unit will be placed on Step 1 of the salary schedule. Employees who have completed five years of employment in accordance with Article 5, Section 1, Seniority, by November 1 of a school year will advance to Step 2 of the salary schedule. Employees completing ten years of employment in accordance with Article 5, Section 1, Seniority, by November 1 of a school year will advance to Step 3 of the salary schedule. Beginning September 1, 2023, a Step 4 will be added to the salary schedules. Employees completing fifteen (15) years of employment in accordance with Article 5, Section 1, Seniority, by November 1 of a school year will advance to Step 4 of the salary schedule.

11.3 Pay Warrants

11.3.1 All employees will have their salary paid in twelve (12) equal warrants except when an eligible employee exercises the option described in 11.3.2. Each warrant shall contain one-twelfth (1/12) of the contracted salary.

11.3.2 Those employees assigned in positions of two hundred and six (206) or fewer days per year may elect to be paid based on eleven (11) equal warrants with the final two payments made on the June payroll. An employee electing this option must notify the Payroll Office, in writing, not later than September 15 of each school year. Said employee agrees to a triple deduction on the June warrant for any applicable medical benefits in excess of the District contribution.

11.3.3 Temporary hourly assignments, over assigned or overtime hours will be paid on the first pay warrant after the services were provided if the time sheet is received by the Payroll Office on or before the payroll cutoff date. The time sheet entry may be date stamped by the Office Manager or other office personnel to verify the submission was prior to the cutoff date.

11.3.4 Electronic payroll warrants shall be available on-line to employees on the last working day of each month except:

11.3.4.1 December warrants shall be issued prior to the end of the calendar year (December 31).

11.3.4.2 In no case will the District be required to issue payroll warrants prior to the date scheduled for payment of state apportionment.

11.3.4.3 However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

11.3.5 Electronic Transfer of Pay Warrants

Within forty-five (45) days after receipt of authorization from an employee, the District shall electronically deposit the employee's monthly pay warrant directly in any bank which is capable of receiving electronically transferred payroll deposits through an automated clearing house.

11.4 Leads Program Stipend

The District will continue the pilot program for identified lead employees. For identified leads, a two (2) dollar per hour differential shall be paid for work performed as a lead. For the 2021-2022 contract year, this number shall be set for approval of nine (9) lead positions. Efficacy of the leads and expansion shall be determined through Labor/Management.

11.5 Leadership Funds

Each school shall be provided one hundred (100) hours of time for employees covered under this agreement to participate in leadership responsibilities at the school site. For employees who perform these duties during their regularly scheduled workday, a four (4) dollar per hour differential shall be paid for each hour the employee performs leadership duties. For employees who perform these duties as over assigned but less than forty (40) hours during a work week, they shall be paid at their regular rate plus the additional differential identified in this section. For employees that perform leadership duties in an overtime status, pay identified in Article 3.5, using the employee's base pay plus the leadership differential as the base calculation for overtime.

11.6 Mentorship Stipend

Employees serving as mentors shall be eligible for stipend of three-hundred fifty (350) dollars for each twelve (12) hour mentoring cycle. In order to receive the stipend, the mentoring employee must mentor at least one (1) employee and no more than five (5) employees during the mentorship cycle. Employees serving as leads who are assigned as mentors receive extra compensation as delineated in 11.4 and do not receive the mentorship stipend.

11.7 Referral Bonus

Employees who refer a new employee that is hired within the bargaining unit shall be eligible for a one-time referral bonus of \$500 to be paid out after the employee has successfully completed their probationary period per Article 3.3.

11.8 District Cell Phones

The District shall provide cell phones for specific employees based upon the needs of their position, up to a maximum of seventy (70) employees in the bargaining unit.

ARTICLE 12 - TRAINING AND INSERVICE

12.1 Skill Improvement

The District may offer and require employees to participate in classes, conferences, workshops, and courses which are designed to enhance or broaden the employees' knowledge and job capabilities. If employees are required to participate outside the assigned work day, the employee shall be paid the applicable regular or overtime rate of pay. If there are tuition or other charges for the programs, the fees will be borne by the District for those specifically requested to participate. If such training is held outside of the District, regular policies and procedures regarding mileage reimbursement or use of commercial transportation will apply.

If participation outside the assigned work day would represent a personal hardship to the employee, the employee may be excused from participation after s/he describes the hardship in writing and submits it to the District. However, the employee will make every reasonable effort to participate when so requested and will work cooperatively with the District to seek other programs or experiences which may fill the identified need.

Employees not specifically requested to attend training classes may do so without pay if class size allows.

When an employee is the instructor for activities described in the first paragraph of this section, the employee will receive an additional \$5.00 for each hour worked as an instructor, consistent with the Fair Labor Standards Act. The time worked as an instructor must be reported on a timesheet.

Employees who receive prior approval from their supervisors to attend training classes held during their regular work assignment will not be required to make up that time.

12.2 Staff Development Committee

The District and the Union affirm their commitment to an ongoing training program of staff development that will provide opportunities for employees to develop their professional skills and abilities. The goals of the training program will be to 1) improve the quality of support staff for the District, 2) make the most effective and economic use of employee and District resources in accomplishing common goals, and 3) enhance employees' career advancement opportunities.

The District and the Union agree to establish a Staff Development Committee composed of four (4) representatives appointed by the District and four (4) representatives appointed by the Union to ensure implementation of an ongoing training program for job related staff development and training within the financial parameters contained in this Agreement.

The Committee is charged with developing the policies and procedures applicable for individuals or job-alike groups interested in specific staff development and/or training. These policies and procedures developed by the Committee will be distributed to bargaining unit members.

12.3 Staff Development Fund

The District will provide \$75,000 each year for the duration of this contract for staff development and will work with the Staff Development Committee identified in Section 12.2 to establish program guidelines for the allocation of these funds. This fund may not be used to provide released time for elementary office manager meetings. Participation in the staff development program will be voluntary. Unused funds shall not be carried forward. An individual may access up to \$1,200 per contract year.

12.4 Professional Standards Certificate

Employees are encouraged to develop standards of excellence through continuing education. The Professional Standards Program (PSP), established by the National Association of Educational Office Personnel (NAEOP), is recognized by the District as a means to achieve various levels of professional standards.

All employees with a regular assignment of twenty (20) hours or more per week who achieve certification pursuant to the Professional Standards Program (PSP) will be eligible to receive additional stipends for Professional Standards Certificates as stated below; provided they have successfully completed the probationary period.

Any employee whose assignment is reduced by the District to fewer than twenty (20) hours per week shall continue to receive their PSP stipend(s) under this Section. The stipend will be discontinued if, at any time, the employee refuses an assignment of twenty (20) or more hours per week.

An employee who has earned a PSP certificate(s) will receive the highest stipend for which s/he qualifies:

Basic Certificate	\$300 per year
Associate Professional	\$400 per year
Advanced I	\$550 per year
Advanced II	\$700 per year
Advanced III	\$850 per year
Associate's Degree	\$1,000 per year
Bachelor's Degree	\$1,100 per year
Master's Degree	\$1,200 per year

Immediately upon receipt by the Human Resources Department of written notification that the certificate(s) have been earned, an amount equal to 1/12 of the annual stipend earned, as stated above, will be allocated monthly to the employee's annual assignment. Certificates earned after September of any year will be prorated over the remaining pay warrants of that year. Once earned, the employee will continue to receive the stipend until s/he retires or resigns.

NAEOP also offers a five (5) year recertification program for all PSP recipients. To qualify for recertification, one must have maintained continuous membership in NAEOP and have accrued sixty (60) hours of approved continuing education, such as adult education, in-service training, CEUs or formal college classes. Upon receipt of a written notice that an employee has earned PSP recertification, the employee will receive an additional recertification stipend of twenty-five (\$25) dollars per month for each qualifying recertification, up to a maximum seventy-five (\$75) per month, in addition to the PSP certification stipend for which they have previously qualified.

Bargaining unit members who have earned a PSP certificate(s) and choose not to seek recertification will not be eligible for the recertification stipend; however, they will continue to receive the stipend for which they have previously qualified.

12.5 Mentoring Program

12.5.1 The District will provide a mentoring program for new employees. The purpose of this program shall be to assist the new employee in developing and enhancing the knowledge and skills necessary for effective performance. All new employees shall be provided mentoring support for the first six (6) weeks of their employment. This mentoring may be provided by a mentor or lead in the employee's field or position as delineated in Articles 11.4 and 11.6.

12.5.2 Each new school employee shall be assigned a mentor who agrees to meet with the new employee, demonstrate procedures and processes, and guide the new employee through the daily operation of a school or work location.

12.5.3 SEIU 925 and the District shall develop and implement the selection process, criteria and logistics for the mentoring program as delineated in Appendix H.

12.5.4 The parties agree to review the efficacy of the mentoring program in Labor/Management with any recommendation for changes or modifications.

12.6 Part-Year Employees and Professional Development

12.6.1 Part-year employees, including paras and general school assistants, will be allocated up to four (4) supplemental hours per school year to be used to attend building or department meetings or professional development opportunities which are outside of the employee's regular work schedule. These supplemental hours will be mutually agreed upon by the supervisor and the employee and scheduled

in advance. These hours may be used for attendance during teacher professional work days throughout the school year. Attendance will be documented to ensure employees are paid correctly for this time.

12.6.2 Employees whose positions require additional training as required by OSPI shall receive up to six (6) hours of District provided training paid at the regular hourly rate should the training time not be provided during the employee's regularly scheduled workday.

12.7 Online Training for All Employees

All employees shall receive up to four (4) hours additional pay for completion of online training modules as required by the District.

12.8 Preschool Stipends and Professional Development

12.8.1 Employees previously employed in the Early and Extending Learning Programs and who are currently employed in preschool positions are eligible for professional development funds as delineated in Article 12.3 and may exceed the \$1,200 annual limit for any college courses related to requirements for an Early Childhood Education State Certificate or Short Certificate or equivalent.

12.8.2 Employees who previously earned stipends for the completion of qualified/approved courses will receive compensation in the form of an annual stipend of \$100 per college credit. Employees must be employed in an applicable position for a minimum of six (6) months to be eligible. Credits may be submitted up to September 1 of each year for consideration. Annual stipends shall be processed once yearly after September 1. Employees will be able to earn credits in each position that are the equivalent of the credits for advancement to a position in the next highest pay range.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Purpose

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of employees.

13.2 Definition

A grievance is a claim by an employee and/or the Union that the express terms of this Agreement have been misrepresented or misapplied by the District.

13.3 Procedure

An employee may institute a grievance on their own or may request the assistance of the Union. The proper procedure for pursuing adjudication of alleged grievances is as follows:

Informal Step

Prior to filing a grievance at Step 1, the grievant shall first meet with their supervisor to try to resolve a potential grievance. The employee may ask a union representative to be present at the meeting.

Step One

If the grievance cannot be resolved informally, within thirty (30) calendar days of the time a grievance arises, the grievant will commit the grievance to writing on a Grievance Review Request Form (Appendix D), sign it, and submit it to their immediate supervisor. This written grievance shall include: 1) the nature of the grievance; 2) the section(s) that allegedly have been misinterpreted or misapplied; and 3) the recommended solution to the grievance. A copy of the Grievance Review Request Form also shall be sent to the Assistant Superintendent of Human Resources.

Within fourteen (14) calendar days after receipt of the written grievance, the appropriate administrative supervisor shall communicate their written response to the grievant and the Union.

Step Two

If the grievant is not satisfied with the resolution at Step One, he/she may, within fourteen (14) calendar days after receipt of the written response from Step One, submit the grievance to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources or their designee shall meet with the grievant in an effort to resolve the grievance within fourteen (14) calendar days after receipt of the second step.

Within fourteen (14) calendar days after receipt of the grievance, the Assistant Superintendent of Human Resources or their designee shall communicate a written response to the grievant and the Union. At the conclusion of Step Two, either the Union or District may request voluntary mediation in an attempt to resolve the grievance. Both parties must agree to mediation. In the event mediation occurs, the parties agree to suspend the timelines for submission to Step Three should there be no settlement at mediation. The parties will select an agreed upon mediator, which may utilize the Public Employees Relations Commission or another accepted entity. The parties will evenly split the cost of the mediator, if any and bear their own costs and expenses for mediation. Should the parties reach an agreed upon mediated settlement, the grievance shall be considered resolved.

Step Three

If the grievance is not satisfactorily resolved at Step Two, within fourteen (14) calendar days after receipt of the written response in Step Two or failure to reach a mediated resolution, the Union may submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

1. The arbitrator shall limit their decision strictly to disputes involving the application or interpretation of the express terms of this Agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
2. The arbitrator's decision shall be final and binding on the Union, the employee(s) involved, and the District.
3. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

13.4 Time Limits

The number of days within each step is the maximum, and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Union to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance.

The District and the Union may mutually agree in writing to extend the time limits at any one of the steps.

ARTICLE 14 - AFFIRMATIVE ACTION

It has been and continues to be the policy of the District to provide equal employment opportunity to all applicants and employees without regard to race, color, religion, national origin, disability, age, sexual orientation, marital status, or sex. This policy is intended not only to assure compliance with applicable federal and state laws and regulations concerning affirmative action and equal employment opportunity, but to actively promote equal employment opportunities toward the end of enhancing the educational program of the District.

It is the intent of this policy that efforts be made to identify and eliminate any evidence of existing discriminatory practice, and further, that efforts be made to prevent future discrimination.

ARTICLE 15 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals to any matter deemed a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Union unqualifiedly and specifically waives the right, and agrees that the District shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of the parties at the time of execution hereof. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 16 - CONDITIONS OF THE AGREEMENT

16.1 Severability

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, 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.

16.2 Duration

The 2021-2024 Agreement shall be in full force and effect from September 1, 2021 through August 31, 2024. This beginning effective date applies to all provisions of this Agreement except where the express terms of a specific provision of this Agreement provide otherwise.

16.3 Modification

16.3.1 This Agreement may be modified only with the written consent of both parties.

16.3.2 Reopener: The District and Union shall reopen the contract for wages should student enrollment increase by 800 students over the course of the 2022-2023 or 2023-2024 school year.

16.3.3 If for reasons related to legislative action or a vote of the people resulting in the District being imminently faced with a reduction in available revenue for any school year during the term of this Agreement equal to more than three percent (3%) of the total revenues available to the District during the current year or the year following the current school year, the parties shall enter into negotiations to address the crisis. Said negotiations shall commence within twenty (20) days

following a written notification from the District to SEIU of the District's intention to enter into said negotiations. Said notification shall include the reason(s) for the notification, the projected revenue loss, and those provisions of the Agreement the District desires to modify, together with the manner of modification proposed.

16.4 No Sub-Contracting





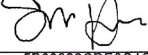
The Union recognizes that contracting out work normally performed by bargaining unit employees is a right of the District.

The District and Union share the belief that we can best serve the needs of our students when we have highly trained, effective and supportive employees. This belief is strengthened by the collaborative relationship between the Union, its members, and the District. Therefore, the District and Union agree that for the duration of this contract the District will not engage in any consideration of subcontracting for positions covered under this Agreement.

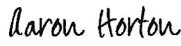


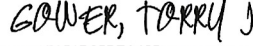

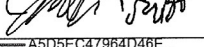
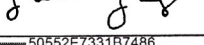
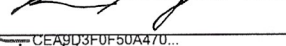
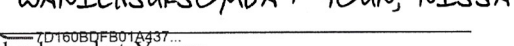
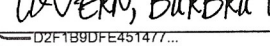
The parties hereto have executed this agreement this second day of December 2021.

SIGNATORIES:

FOR BELLEVUE SCHOOL DISTRICT

DocuSigned by:

23563DB68C3B426...
Jeff Thomas DocuSigned by:

2AAEA79AE93048A...
Melissa deVita DocuSigned by:

6780034C8964477...
Simone Neal DocuSigned by:

247582E3284F46B...
Michele Miller DocuSigned by:

5B69222CDE6C4CD...
Simone Hamilton

FOR SEIU, LOCAL #925
(ADMINISTRATIVE AND INSTRUCTIONAL
SUPPORT PERSONNEL)

DocuSigned by:

74F43EA91DF74A6...
Aaron Horton DocuSigned by:

E62EA224991B4B2...
Michelle King DocuSigned by:

6D220E4E02F844B...
Jackie Wheeler DocuSigned by:

9C7651D658EA465...
Torry Gower DocuSigned by:

702A9EEDD3EE403...
Gayle Staker DocuSigned by:

A5D5EC47964D46E...
Jake Tripp DocuSigned by:

50552E7331B7486...
Julia Taylor DocuSigned by:

CEA9D3F0F50A470...
Kimberly Taniguchi DocuSigned by:

7D760B0FB01A437...
Nissa Wanichsombatt Young DocuSigned by:

D2F1B9DFE451477...
Barbra Lovern

Job Family	Pay Range A Level I	Pay Range B Level II	Pay Range C Level III	Pay Range D Level IV	Pay Range E Level V	Pay Range F Level VI	Pay Range G Level VII
Administrative Support							
Position Assignment	Instructional Materials/ Textbook Assistant	Testing Specialist	Copy Center Specialist	Library Specialist	Specialist, Mentor and Volunteer	Registrar, High School	School Office Manager
			Instructional Kits Specialist	Preschool Office Manager	Registrar, Middle School	Registrar, Big Picture, International	
		School Library Assistant	Receptionist, ESC	Department Office Manager	Support Coordinator - Advanced Learning, Technical Testing	School Office Manager	
		Records Retention/File Organizer	Attendance Specialist	Record Retention Specialist			
			Secretary, School Secretary/Office Assistant	Admin, Counseling Senior, Asst. Principal, Early Learning Admin, Secretary			
				Student Services Data Coordinator			
				Support Coordinator - Testing, Student Services, Advanced Learning, Student Management, Advanced Placement, CTE Testing, CTE			
Instructional Support	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Position Assignment	General School Assistant	Bus Attendant	Special Ed Paraeducator— Level III	Behavior Support Specialist— PBIS	Behavior Intervention— Technician		
Instructional Support positions are listed on the GSA/Para Schedule		Special Ed Paraeducator— Level II	Special Ed Paraeducator— Designated—Level III	Level IV	Brailleist		
		General School Assistant— CTE		Deaf-Blind Intervener	Hearing Support Services		
				Assistive Technology Specialist			
Student and Family Services	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Position Assignment	ESL Testing Liaison		ELL Testing Specialist	Family Services Specialist	College and Career Advisor	Graduation Success Coach	Classified Nurse
				Family Engagement Specialist - Preschool		Specialist - Learning Through Interest	
Accounting	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Position Assignment			Accounting Tech	Nutrition Services Accountant			
				School Accounting Tech			
Preschool	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Position Assignment			Assistant Teacher	Lead Preschool Teacher	Specialized Lead Preschool Teacher		
				Special Needs Assistant Teacher III	Site Supervisor		
Tech Support	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Position Assignment					Technology Specialist†		
Payroll Support	Level I	Level II	Level III	Level IV	Level V	Level VI	Level VII
Position Assignment							Payroll Specialist

BELLEVUE SCHOOL DISTRICT # 405 ADMINISTRATIVE & INSTRUCTIONAL SUPPORT PERSONNEL (SEIU 925)

September 1, 2021 - August 31, 2022

Pay Range	Step 1	Step 2	Step 3
A	\$ 20.89	\$ 21.49	\$ 22.08
B	\$ 22.98	\$ 23.57	\$ 24.16
C	\$ 25.04	\$ 25.66	\$ 26.26
D	\$ 27.13	\$ 27.74	\$ 28.33
E	\$ 29.21	\$ 29.80	\$ 30.41
F	\$ 31.29	\$ 31.89	\$ 32.49
G	\$ 33.37	\$ 33.96	\$ 34.57

PARAPROFESSIONAL SALARY SCHEDULE

			FCS	SPED (20 hours)	SPED & ELL (40 hours)	General Cert (70 hours)	20 hours toward RBT	Advanced Cert (75 hours)
			A	A2	B	C	D	E
General School Assistant - Para 1	Range 1	Step 1	\$21.40	\$21.65	\$21.90	\$22.40	\$22.90	
		Step 2	\$21.90	\$22.15	\$22.40	\$22.90	\$23.40	
		Step 3	\$22.40	\$22.65	\$22.90	\$23.40	\$23.90	
Learning Resource Center - Para 2	Range 2	Step 1	\$22.90	\$23.15	\$23.40	\$23.90	\$24.40	
		Step 2	\$23.40	\$23.65	\$23.90	\$24.40	\$24.90	
		Step 3	\$23.90	\$24.65	\$24.40	\$24.90	\$25.40	
Center - Para 3 Cascade, Olympic	Range 3	Step 1	\$24.90	\$25.15	\$25.40	\$25.90	\$26.40	
		Step 2	\$25.40	\$25.65	\$25.90	\$26.40	\$26.90	
		Step 3	\$25.90	\$26.65	\$26.40	\$26.90	\$27.40	
Center - Para 4 Pacific, Specialized Para Transition	Range 4	Step 1	\$26.90	\$27.65	\$27.40	\$27.90	\$28.40	
		Step 2	\$27.40	\$27.65	\$27.90	\$28.40	\$28.90	
		Step 3	\$27.90	\$28.15	\$28.40	\$28.90	\$29.40	
Behavior Intervention - Para 5 Specialized Para	Range 5	Step 1	\$28.90	\$29.15	\$29.40	\$29.90	\$30.40	\$30.90
		Step 2	\$29.40	\$29.65	\$29.90	\$30.40	\$30.90	\$31.40
		Step 3	\$29.90	\$30.15	\$30.40	\$30.90	\$31.40	\$31.90

Includes \$.65 per hour for tech requirements

Administrative & Instructional Support Personnel/SEIU**Request for Transfer and Preference Pool Assignment Form: End of Year***To be completed and returned to Human Resources by the designated due date*

Employee Name _____ Employee ID # _____

Hire date (mm/yyyy) _____ Phone number _____

Current Hours/Week: _____ Current/Recent Assignment (check one): ☐ Exceeds 180 days ☐ Currently 180 days

Position	Hours per Week	School

Directions: FILL OUT SECTION 1 (LATERAL TRANSFER REQUEST) OR 2 (PREFERENCE POOL FORM for ELIMINATION OR REDUCTION OF HOURS)**SECTION 1: AISP MEMBERS WHO WOULD LIKE TO EXPRESS AN INTEREST IN TRANSFERRING TO A LATERAL POSITION****Note: Transferring is an open process and should be communicated with the supervisor.** Timeline: June 1 – last day of school**Request for a new building and/or level**

Requested Level (elementary/middle/high): _____

Requested Building(s): _____ Requested Position(s): _____

Please check one:

_____ I will re-locate even if it is for fewer hours (Not fewer than _____ hours per week)

_____ I will not re-locate if it means a reduction of current hours (Current hours: _____ per week)

SECTION 2: PREFERENCE POOL FOR ALL AISP/SEIU MEMBERS: THIS SECTION IS FOR THOSE WHO ARE REQUESTING ADDITIONAL HOURS AS HOURS HAVE BEEN REDUCED OR POSITION HAS BEEN ELIMINATED. Timeline: Within 10 working days of receiving notice that hours have been reduced (Reference CBA: 5.4, section C)*Note: If an employee declines an offer matching the preferences, the employee will be removed from the preference pool and will be processed as a resignation to the Board of Directors.*

Number of hours reduced/lost: _____/week Minimum number of hours I will consider: _____/week

My position was eliminated: ☐ Yes ☐ NoRequested Level: ☐ Elementary ☐ Middle ☐ HighLevel(s) I will **not** consider: ☐ Elementary ☐ Middle ☐ High

Requested Building(s): _____

Building(s) I will **not** consider: _____

Positions requested: _____

Additional Comments: _____

Employee Signature: _____ Date: _____

Human Resources: _____
Date Received _____
Attach copy of new assignment if applicable

Grievance Form

Employee's Name: _____

(If group grievance, description of class of employees impacted, names may be included on separate document)

Phone/ Home or Cell _____ Work Phone _____

Work Location _____ Shift Hrs. _____

Job Title _____ Date of Hire _____ Rate of Pay _____

Immediate Supervisor's Name _____ Worksite Leader's Name _____

Date of Grievance _____ Date of Incident(s) _____

When was this issue discussed with the supervisor? _____

Statement of Grievance (*be specific; use back of form or separate sheet of paper, if necessary*)

Remedy of Grievance

Section(s) of Contract Violated (*including but not limited to*)

Employee's Signature

Date Submitted

Please give completed grievance form to your supervisor with a copy to your worksite leader or steward.

Service Employees International Union, Local 925

1914 N. 34th Street, Seattle, WA, 98103. Phone 206.322.3010 Fax 206.632.7219

AISP/SEIU: Request for Working Conditions Committee

Purpose statement: The following option is provided for groups to engage in problem solving around issues and concerns that pertain to working conditions. *Note: This is not a process for a request for re-classification.*

Name of group requesting meeting _____ Date of request _____

Requestor name _____

Who should be included in problem-solving? _____

List or describe interests pertaining to working conditions: _____

Describe prior efforts to resolve the interests and concerns (ex. Meet with supervisor, informal process toward resolution): _____

Suggested solutions: _____

Preferred dates and times to meet: _____

Post-Meeting Follow-up:

Date: _____

Notes:

Routing:

- 1) Human Resources
- 2) AISP/SEIU
- 3) Supervisor(s)

AISP/SEIU SUBSTITUTE PLANS AND CHECKLIST

Substitute plans may be uploaded in the SmartFindExpress for substitute access for positions that are covered through SmartFindExpress. For other positions, plans should be submitted to the employee's supervisor.

- 3.1 Employee name, room #, phone number
- 3.2 Who to call information:
 - In case of emergency:
 - Office phone numbers for a 'live' person (Office Manager, Attendance, Administrator):
 - Technology Specialist: First and last name, phone number, room number
 - Teacher/content support (if applicable): First and last name, phone number, room number
- 3.3 Daily schedule & transition times
 - Lunch time and break time(s)
 - Any changes in the daily schedule? (assembly, drill, etc.)
 - Expectations for tutorial (if applicable)
- 3.4 Student information pertaining to safety: Life-threatening information, pertinent IEP information, BIPs, etc.
- 3.5 What is it you expect of the substitute? (i.e. following lesson plans - what can be flexible? checking assignments, tidying/cleaning room, expected follow up notes)
- 3.6 Emergency instructions/directions – School should provide
- 3.7 How do you want the substitute to communicate follow up with you?

Plan B sub notes:

- 3.8 What if technology does not work?
- 3.9 What if there is an emergency?

Work Location: _____

Date: _____

Employee Name: _____

Room #/Phone #: _____

Who to call:

Emergency phone #: _____

Office phone #: _____ (Office Manager, Attendance, Administrator):

Technology Specialist: First and last name, phone number, room numberTeacher/content support (if applicable): First and last name, phone number, room numberInstructional Technology Curriculum Coach (if applicable): First and last name, phone number, room number**Daily Schedule:****Student Safety Information (if applicable)**

Health concerns:

Behavioral (triggers, basic plans, who to call for help, etc.):

Classroom Management (if applicable)

Attention-getting signal(s):

Rewards/Incentives:

Transitions:

Other:

Emergency Information/Procedures:**Student Learning (if applicable)**

Schedule for the day including times, learning objectives & activities that align (include transition times, specialists & location, student changes, etc.):

Key Responsibilities and Description of Duties for the Day**Other Expectations for the Substitute:****Sub Comments/Notes to the Employee**

AISP Leaves				
Leave type	To be used:	Form:	Is there a Balance in Smartfind?	Comes out of general
Sick leave	<ul style="list-style-type: none"> An absence resulting from an employee's mental or physical illness, injury, or health condition To accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition To accommodate and employee's need for preventative medical care To allow the employee to provide for a family member with a mental or physical illness, injury, or health condition For the care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition To care for a family member who needs preventative medical care For any absence that qualifies for leave under the domestic violence leave act You may take up to 3 days (equal to the number of hours per day employed) Personal leave may be granted in increments of 2 hours, up to a maximum of an employee's regular work day Cannot be taken during the blackout dates* Request must be entered in Smartfind at least 10 business days prior to the leave date A 2 hours absence may result in NO Substitute coverage A maximum of 10 office personnel, or 15 classroom support personnel leave request is allowed One day for ceremonies such as marriages or graduations, work day or requiring a work day travel. Please submit the form in advance if you have any questions. Up to 5 days available can be taken in the case of the death of a family member within 30 days from the date of death One day may be taken for the death of a non-family member, with a limit of 3 days per year 	Not required but documentation may be requested	NO, balance is in Employee online	You accrue based on hours worked
Personal Leave	<ul style="list-style-type: none"> You may take up to 3 days (equal to the number of hours per day employed) Personal leave may be granted in increments of 2 hours, up to a maximum of an employee's regular work day Cannot be taken during the blackout dates* Request must be entered in Smartfind at least 10 business days prior to the leave date A 2 hours absence may result in NO Substitute coverage A maximum of 10 office personnel, or 15 classroom support personnel leave request is allowed One day for ceremonies such as marriages or graduations, work day or requiring a work day travel. Please submit the form in advance if you have any questions. Up to 5 days available can be taken in the case of the death of a family member within 30 days from the date of death One day may be taken for the death of a non-family member, with a limit of 3 days per year 	Not required	NO	YES
Ceremony leave	<ul style="list-style-type: none"> One day for ceremonies such as marriages or graduations, work day or requiring a work day travel. Please submit the form in advance if you have any questions. 	Required + attachment and/or details needed	YES	YES
Bereavement leave	<ul style="list-style-type: none"> Up to 5 days available can be taken in the case of the death of a family member within 30 days from the date of death One day may be taken for the death of a non-family member, with a limit of 3 days per year 	Form and Documentation required within 30 days	NO	NO
Religious Leave	Employees may take up to 3 days of leave total/year for religious purposes, that needs to be entered in Smartfind at least 15 days in advance.	Required	YES	YES
Professional leave	To attend classes, conferences, seminars that will enhance the job performance of the employee. Prior approval must be obtained from the supervisor by completing a prior approval form	Prior approval form	NO	NO
Civic Responsibility	A copy of the summons is needed	Required + attachment	NO	NO
Leave without pay	<ul style="list-style-type: none"> Applications for leave without pay will be made as early as possible to the employee's supervisor who will make a recommendation to human resources Granting leave without pay is not guaranteed, so employees should not make plans prior to approval 	Required + attachment and/or details needed	NO	N/A
*Blackout dates: the first and last 5 days of the school year, the day before or after a holiday or non student day.				

LEADERSHIP AND MENTORING PILOT

Paraeducator Lead/Mentor

AISP and BSD continue the lead/mentor program pilot within the paraeducator Pacific Program. The schools/programs piloting lead/mentors include: Phantom Lake Elementary (PALS), Sherwood Forest Elementary, Highland Middle, Interlake High School and Evergreen Transition Program.

The following describes the duties and responsibilities of a lead/mentor as well as information about the application process.

Lead: A lead is an expert in the job. They know the technical skills and components of the position, support policies and procedures and have knowledge of day-to-day job duties/responsibilities. A lead may coordinate and facilitate meetings. The lead works with the unit in its entirety and may be a colleague and coordinates district to building communication. A lead must be willing to advocate for the unit with management.

Mentor: A mentor's responsibility is to set employees up for success! A mentor's role is one an employee may seek advice from, helps with growth and development and can provide formative, non-evaluative feedback. A mentor must be aware of school climate, culture and procedures related to the position. A mentor will exhibit and model BSD's values of respect, compassion, service, integrity, excellence and collaboration.

Lead/Mentor roles and responsibilities

A lead/mentor is an expert who employees can seek advice from, help with growth and development, and provide formative, non-evaluative support. Job responsibilities may include:

- Supports new and continuing paraeducators
- Exercises confidentiality, ethics and integrity
- Explains job duties and responsibilities of paraeducators
- Provides on-site support as needed
- Available and accessible for questions
- Provides social-emotional support
- Helps employees navigate the school and district system
- Brainstorms, problem solves and supports the growth and development of paraeducators
- Explains and has knowledge of evaluation process and criteria
- Participates and engages in professional learning as needed
- Engages in and has knowledge of equitable practices
- Fosters connections for paraeducators to access resources and professional relations in school district and community
- Possesses knowledge of school climate, culture and procedures
- Open to reflective and transparent communication and observation
- Facilitates team building and ongoing communication
- Maintains positive relationships, including ongoing communication, with administrators
- Willing to make a minimum of a two (2) year commitment

Requirement/pre-requisite training:

- Experience of 3+ years within the program
- Completion of more than 14 hours of the Fundamental Course of Study (FCS)
- Experience in the position and/or site-specific program
- Demonstrates knowledge and skills that are proficient in the position
- Proficient evaluation status

Application process for lead/mentors

Interested lead/mentor employees will submit:

- Application
- Letter of interest
- Confidential references including at least 1 supervisor and 2 colleagues

MEMORANDUM OF UNDERSTANDING
between the
SERVICE EMPLOYEES INTERNATIONAL UNION 925
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Impact of the Pandemic of Coronavirus and
Vaccination Requirements for the 2021-2022 School Year

A. COVID-19 Vaccination as Required by Law

1. Vaccination Verification Process

An executive order in the state of Washington requires Employees to have a COVID vaccine as a condition of employment. The district will designate a person to accept verifications. The district will set a secure place to store the personal vaccination health information of employees and not share the information with any outside entities. The district will accept the following forms of verification.

- a. CCD COVID Vaccination Card (Original)
- b. CDC COVID vaccination Card (Picture or copy)
- c. WA State Certificate of Vaccination – available at www.myIRmobile.com
- d. WA State Immunization Information System (print out)

2. Vaccination Exemption Process

- a. Medical Exemption. Medical Exemptions will be treated through the district established medical accommodation process and the district will determine the level and ability to accommodate per the individual.
- b. Religious Exemptions. An employee who has a sincerely held religious belief that prevents them from being vaccinated against COVID-19 may request an accommodation by notifying Human Resources. The employee must meet with Human resources or submit the form to actively initiate the process. The employee must provide all information reasonably needed to evaluate the request. The employer will follow OSPI guidance to evaluate the request.
- c. Documentation of requests: The employer will document the accommodation granted or the denial. The information will be kept in a secure and confidential location.

3. COVID Vaccine incentive and recovery

- a. Employees may secure COVID-19 vaccine appointments during their regular workday. Any leave taken for a vaccine appointment shall be paid leave and not deducted from the employee's general leave. The district will pay up to a

½ day (4 hours) for an employee for vaccine appointments. Employees are requested to provide as much advance notice as possible to support other employees and provide any coverage if needed.

- b. Staff have access to a pool of sick leave (“sick day pool”) for side effects from vaccine administration. Staff may access up to one day of leave within 24-48 hour after inoculation if you have side effects and are unable to work.
- c. Staff who experienced side effects related to vaccination and used sick leave within 24-48 hours of vaccination may request restoration of one (1) general leave day. Requests for restoration will not be unreasonably denied.

4. Failure to Provide Proof of Vaccination

- a. Employees who do not provide proof of vaccination or do not have a medical or religious exemption or accommodation, will retain recall rights for up to one (1) year from their date of separation.
- b. If an employee becomes fully vaccinated (two weeks after their final dose) after the October 18th, 2021 deadline, the employee may provide the District proof of vaccination and be recalled to the next open a position within their former bargaining unit in the District in accordance with the appropriate contractual provisions: Administrative and Instructional Support Personnel Article 5.6, Nutrition Services Article 5.5, Truck Drivers and Warehouse Article 5.5.
 - i. Employees covered under the Transportation contract will be recalled in seniority order to positions they are qualified to fill.
- c. If the vaccination requirement is no longer the required, employees will be recalled following the procedures above.

B. Health and Safety:

Without a safe and healthy work environment, students cannot maximize learning and employees cannot fully engage in their profession. As a result, the District will continue to follow health and safety guidelines as described in the COVID-19 Job Site Safety Plan in ensuring the health and safety of our staff and students. These include, but are not limited to social distancing guidelines, proper personal protective equipment (PPE) and appropriate sanitation practices. As recommendations change and are updated (from the CDC, Public Health Seattle King County, OSPI, L&I, OSHA and others), the District and the Union will continue to meet to discuss and apply those impacts.

The District’s COVID-19 Plan, Implementation Plans, and other applicable documents will be shared with staff, summaries posted throughout work sites, and made available on the District website. Updates to plans or guidance will be regularly communicated to employees. Site-specific COVID-19 supervisors have been designated at each work site to monitor the health of employees, enforce the COVID-19 Job Site Safety Plan, and field concerns raised by staff members.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee or the COVID

Site Supervisor. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD) may be provided to employees.

C. Leaves of Absence and Emergency Health Leave:

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

Employees exposed to COVID-19 in the workplace: Employees who have been confirmed/diagnosed with COVID-19 due to exposure in the workplace, as verified by contact tracing, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable CBA or law:

1. Three (3) days of District provided leave with no deduction from the Employees leave bank, followed by workers compensation benefits.
2. Alternative assignment for work/services which may be provided from home, if available and requested by the employee;

D. Face Coverings and Personal Protective Equipment (PPE):

In accordance with King County Public Health Directive dated May 11, 2020, all employees are required to wear face coverings over their noses and mouths while inside school district facilities.

Individuals are required to follow the most recent health and safety guidelines, including proper face coverings and PPE. Assignment of PPE by the District is assessed by the risk of their individual duties.

The following individuals do NOT need to comply with this Health Directive:

1. Any individual who has a physical disability that prevents easily wearing or removing a face covering;
2. Any individual who is deaf and uses facial and mouth movements as part of communication;
3. Any individual who has been advised by a medical professional that wearing a face covering may pose a risk to that individual for health-related reasons;
4. Any individual who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.

The District will provide appropriate PPE as needed based on health and safety guidelines.

Certain circumstances may require alternative protection to be considered beyond the identified acceptable face coverings. In these instances, specific approval must be obtained through the immediate supervisor and Human Resources.

The district shall provide appropriate PPE and training for employees who must perform tasks related to the duties of the position and the potential risk that an employee may face such as having to work within physical distancing guidelines and potential exposure through activities such as toileting, or forms of therapy that may require person to person contact.

In instances where specific recommendations and safety measures will be difficult to ensure, the employee will be made aware of any additional risk they may be exposed to in the work environment. In such instances, the employee will be involved in determining alternate or additional safety measures.

F. Assignments:

Coverage of emergency situations. No employee covered under this agreement will cover in-person instruction to students, for more than one (1) day unless mutually agreed upon by the employee and supervisor. In the event of a short-term leave of absence for emergencies (less than 24 hours) the following process will apply:

1. Prior to assigning Bargaining Unit staff, the site administrator will follow certificated staff emergency coverage processes.
2. The District will provide notification, including the specific classroom and program to Instructional employees including general school assistants (GSAs) and Paraeducators who may be assigned to cover classes for up to one (1) day, in the event that the regularly assigned certificated staff member is not available.
3. Administration will seek volunteers from the Bargaining Unit who would be interested in covering classrooms.
4. In the event that a volunteer may not be available, a Bargaining Unit employee may be assigned to the duty not to exceed one (1) workday.
5. If there are insufficient volunteers from the Instructional Support Staff, the District will provide notification, including the specific classroom and program to Administrative support staff **who** may volunteer to cover the class.
6. An employee assigned to emergency coverage in this section will be compensated at a Class Coverage Premium equal to ten dollars (\$10) an hour in addition to their regular hourly rate during the hours of class coverage for a minimum of two (2) hours. In the event that multiple staff are in a classroom, the District will clearly designate the employee.
7. Should an employee be asked to work in this assigned position for more than ten (10) working days, the District will notify the Union.

All other terms and conditions of the collective bargaining agreements not modified in this MOU will be in full force and effect during the remainder of the school year. This agreement is non-precedent setting.