

**AGREEMENT**

**by and between**

**VASHON ISLAND SCHOOL DISTRICT #402**

**and**

**VASHON EDUCATIONAL SUPPORT PERSONNEL**

**SEPTEMBER 1, 2022 through AUGUST 31, 2025**

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## **PREAMBLE**

In order to effect the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter "the Act"), and to set forth prescribed rights with respect to wages, hours and working conditions of the classified employees of the School District, the Agreement is made and entered into on this 8th day of October, 2020, by and between the District and the Vashon Educational Support Personnel, hereinafter referred to as VESP.

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

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

**1.2** The District will provide the VESP with job descriptions for all positions covered by this Agreement. The District will provide the VESP with such amendments, changes and additions to job descriptions as they may, from time to time, occur. Current job descriptions will be made available electronically to all employees.

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

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

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

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

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

**3.1.1** VESP staff may volunteer to provide emergency classroom coverage in the event that the certificated teacher is absent, and an appropriate replacement is unable to be found, and shall be considered as a last resort. VESP staff who take on these duties will only be expected to provide behavior and instructional support for students. VESP staff will be paid VEA curriculum rate for classroom/instructional supervision, or at their hourly wage, whichever is higher, in recognition of the additional responsibilities and workload impacts associated with this activity. Site administrators will provide or facilitate direct support for technology or classroom management

issues that may arise.

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

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

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

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

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

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

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

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

**4.6 New Employees.** The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

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

**5.1 Shift Hours and Rest Periods.** The standard work week shall consist of five (5) consecutive

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

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

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

**5.2.1 Compensatory time.** Compensatory time is allowed for emergency and unusual circumstances only and must be authorized in advance in writing by the employee's administrative supervisor. The use of the compensatory time shall also be scheduled by mutual agreement between the employee and the administrative supervisor and such agreement must be documented in advance of the additional time being worked. The Fair Labor Standards Act (FLSA) will be followed. Upon request, employees will be provided a copy of the applicable FLSA requirements from the Personnel Office.

**5.2.2 Flex time.** By mutual agreement, the employee and supervisor may determine to exchange work hours on a one (1) to one (1) basis. Agreements for flex time must follow these terms and conditions:

- a. Flex time must have prior approval in writing or documented in the District system.
- b. Flex time may only be allowed to address hours worked within the employee's regular work week. Any time outside of that must be compensated using compensatory time or overtime pay.
- c. Requests will not be unreasonably denied, and the basis of any denial will be put in writing.

**5.2.3** Employees will complete district compliance training hours in advance of the Day before Thanksgiving. This time will be in lieu of regular school day hours, allowing employees to leave on Day before Thanksgiving when students are not present. These training hours may not place an employee into overtime status.

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

employee's hourly rate for the excess hours. An employee must be in attendance to receive payment; two (2) hours will constitute minimum payment for attending such authorized in-service training.

Employees serving on district committees that are an extension of the employee's position or are required and authorized in advance to attend district committee meetings outside of the workday and attending as a representative of their position (not the Association) shall be paid at the Vashon Education Association (VEA) established curriculum rate but the overtime provision will not apply unless the employee works more than forty (40) hours per week.

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

**5.3.1 School-wide Discipline:** Each spring, the VESP members at each building shall be involved in the decision-making process for developing, reviewing and/or revising building disciplinary standards and procedures. The purpose of the review is to develop a building-wide consensus or shared agreement on building disciplinary standards and procedures. The focus of the annual review shall be to identify procedures which are working and those which are not working. The review shall also include information-sharing protocols for student misconduct and discipline records with educators who have a legitimate educational interest ("need to know"). The building disciplinary standards and procedures will be reviewed in the fall with all VESP members to increase knowledge and consistent practice. The results of the annual building review shall be reported and discussed by the District and Association Labor-Management team in order to identify opportunities for District-level support, staffing and policy changes.

**5.4 Work Year.** All K-12 paraeducators will work a 181-day school year (1 flex day before the start of school and 180 school days, which includes all half days) unless an alternative schedule is agreed upon between employee and supervisor.

**5.4.1 Start of School Year.** In the week prior to students returning to school, VESP staff will have access to on-site and/or virtual work on activities for example, District-level culture and "school year kick-off" meetings; building-level culture, shared work, and required trainings; District required professional development; PLC and team meetings; and student/family orientations.

**a.** Two of these days will be scheduled on the Tuesday and Wednesday of the week prior to the first student day of the school year:

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

**ii.** At least six (6) hours of flexible work time will be required for VESP staff during these days for classroom/program/team preparation for the start of the school year. Up to two (2) of these paid hours may be administrator-directed to ensure participation in appropriate staff meetings or building events.

**b.** Secretarial employees who work 210 days will be given at least six (6) hours additional paid time. The time will be mutually agreed upon between the employee and the building administrator.

c. Employees will be paid for all hours assigned to be worked and hours otherwise mutually agreed to be worked with pay. This shall not prevent employees from volunteering for committees beyond their regular workday or other activities that are not a regular part of their job duties.

**5.4.2. Ongoing Professional Development Calendar.** VESP staff will be required to participate in a minimum of 24 hours of professional development over the course of the school year. Three days of onsite professional development will be offered by the District. The remainder of the 24 hours of professional development, five (5) hours, will be accomplished through a combination of professional development offered in staff meetings, or any other appropriate professional development opportunity outside of regular work hours. These training hours may not place an employee into overtime status.

a. The Thursday prior to school will be a required six (6) hour professional development day for VESP staff, exclusive of a 30 minute duty-free lunch.

b. The Friday prior to school will be provided to complete the remaining five (5) hours and/or three (3) hours of compliance training.

c. One day in October, and one day in March will include professional development, 6.5 hours each, exclusive of a 30 minute duty-free lunch. The exact dates for every school year will match the VEA non-student professional development days calendar.

d. District provided professional development will be reported using appropriate clock hour forms provided by District administration. The five (5) remaining hours (section 5.4.2b.) of professional development will be reported using appropriate district forms.

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

**5.6 School Calendar.** The VESP will be given the opportunity for input on the proposed student calendar for the District on the same basis as other bargaining units (See Addendum D).

**5.7 Workload Review.** When an employee believes that their job description cannot be performed, due to changes in hours or duties, they will communicate the workload concern with their immediate supervisor to problem solve. The employee may choose to invite their building association representative to these conversations. If the issue is not resolved at this step, the employee may notify the VESP President. The VESP President will meet with the Superintendent or designee as soon as possible to review.

**5.8 Substitute Placement.** To ensure the safety of staff and students and when possible, substitutes will not be placed with high needs students. To determine substitute placement, buildings will develop placement plans according to staff availability and student needs.

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

**6.1** Employees on a 220-day or less schedule shall be entitled to eleven (11) paid holidays, when the holiday falls within the employee's working calendar, as follows:



- |                                |                           |
|--------------------------------|---------------------------|
| 1. New Year's Day              | 6. Labor Day              |
| 2. Martin Luther King, Jr. Day | 7. Veterans' Day          |
| 3. Presidents' Day             | 8. Thanksgiving Day       |
| 4. Friday of Spring Vacation   | 9. Day after Thanksgiving |
| 5. Memorial Day                | 10. Christmas Day         |
|                                | 11. Juneteenth            |

**6.2 Vacations.** Employees shall be eligible for paid vacation time beginning with their first warrant. Classified employees will be paid in 12 equal monthly payments. Vacation and holiday pay will be paid equally over the 12 monthly payments.

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

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

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

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

**ARTICLE VII- LEAVES**

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

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

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

**7.1.1** Every person under contract for a full school year (180 days) shall be entitled to twelve (12) annual days of annual leave of absence for wellness.

7.1.2 Part-time employees' wellness leave allocations will be prorated.

7.1.3 Use of annual wellness leave days will be at the discretion of the employee.

7.1.4 Pay for any period of absence shall be the same pay the employee would have received by contract for regular service.

7.1.5 For each day's absence after the wellness leave allowance, a salary deduction of one (1) workday shall be made. No more than three (3) employees may be granted wellness leave on any given day with the exception of sick leave.

7.1.6 Leave not taken during the year shall be accumulated from year to year.

7.1.7 Personnel claiming sick leave benefits for more than five (5) consecutive days may be required to submit a written statement from a regularly licensed physician which outlines the need for continued absence for medically-approved reasons.

7.1.8 Leave in excess of four (4) consecutive days and leaves requested preceding or following breaks or holidays, with the exception of sick leave, will be limited to three (3) employees within the bargaining unit and must be pre-approved by the Building principal and forwarded to the payroll/benefits coordinator. Exceptions to the three (3) employees within the bargaining unit limit may be made at the discretion of the Superintendent.

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

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

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

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

7.2.1 An employee may utilize a maximum of five (5) days' absence in the event of the death of any member of the employee's household.

7.2.2 A maximum of three (3) days shall be allowed for absence in the event of the death of an employee's parent-in-law, brother-in-law, sister-in-law, uncle, aunt, grandparent, or grandchild.

7.2.3 A maximum of one (1) day may be available for attending funerals of individuals not listed above, at the discretion of the Superintendent.

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

such leave.

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

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

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

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

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

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

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

**7.6 Association Leave.** The Vashon Educational Support Personnel will be allowed up to a cumulative total of twenty (20) days of absence each year for professional meetings and VESP business. VESP will give five (5) days advance notice of pending absence to the District whenever possible. When taking Association Leave, the Association will balance the need for leave with program and/or building impacts. The VESP will reimburse the District for substitute costs incurred at the substitute rate of pay, if a substitute is hired. Upon mutual agreement, Association leave days could be extended.

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

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

If a qualified employee misses more than three (3) consecutive days, they will be placed on FMLA if the

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

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

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

**7.9 Paid Family Medical Leave (PFML).** Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours, within the state of Washington, in the past calendar year.

Qualifying events, eligible for PFML benefit, is determined through the WA State Employment Security Department. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. If wellness leave is used concurrently with PFML, it will be considered a Supplemental Benefit.

The District shall pay the 0.16068% wage premium and the employee shall pay the 0.43932% wage premium to fund this leave as now or hereafter determined by the state. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

If an employee continues to be eligible as determined by the HCA, the employee will maintain benefits under SEBB during the period of PFML.

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

1. Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
2. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
3. Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

4. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
5. Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

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

## **ARTICLE VIII - ASSIGNMENTS, TRANSFERS, AND VACANCIES**

### **8.1 Definitions.**

**Job Classification-** All VESP positions covered by this contract are divided into five (5) main categories: (1) secretarial, (2) instructional, (3) educational support, (4) monitors/assistants, and (5) professional/technical, as described in Article 1.1.

**Job Descriptions-** Job Descriptions are defined as individual VESP positions with specific roles and responsibilities.

**Internal Transfer-** A transfer is defined as a placement outside of the employee's current building within the same job description.

**Vacancy-** A vacancy is any VESP position that the District has determined to be open for applicants once changes in assignments have been made pursuant to Articles 8.2 and 8.4.

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

Assignment and transfers in the same job description shall be made by the District based on the best interests of the District. VESP Staff will be surveyed in the Spring to communicate assignment preferences, including voluntary transfer requests. District will take individual staff preferences into consideration when staffing programs and buildings, although employee requests are not a guarantee of placement. If an employee's transfer request is denied, they may schedule a meeting with their supervisor to gain a better understanding of the decision.

If assignment and/or job-alike transfer options have been exhausted, existing vacancies or newly created positions for existing staff will be posted according to Article 8.4, Vacancies. All VESP staff interested in job advancement, movement between job categories, etc., will have equitable opportunity to apply for posted vacancies.

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

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

The District agrees to post vacancies within the District prior to posting of such vacancies outside the

District, but this shall not prevent simultaneous external generic posting for an applicant pool. Internal employees who desire to apply for open positions shall complete an internal online application through the District online application system.

If two or more internal applicants apply within the internal posting window, all internal applicants who meet minimum qualifications will be granted an interview before any external applicants are interviewed. Following the internal interview process, written feedback will be provided to any applicant who is not chosen. Through the interview process, if the District determines that the qualifications between applicants are substantially equal, the District will give preference to the employee with seniority within a particular job description. If the internal process does not result in an internal applicant being hired, the internal/external applicant interview process would begin after the internal interview process is concluded.

Interview teams will interview applicants for the vacant position(s) and determine which applicant(s) are recommended for hire to the Hiring Manager. The final hiring decision will be made by the Hiring Manager. Interview teams will include, whenever possible, a job-alike VESP staff person. Student participation in the process will not include membership on the interview team. VESP staff participation on an interview team is voluntary. Whenever possible, the consensus of the interview team will identify the recommended candidate. When consensus cannot be reached, a majority vote of the interview team will determine the recommendation of the committee. The interview process is guided through Human Resources to ensure equity and consistency across the district. VESP and VISD will monitor and improve policies around hiring practices in Labor Management.

**8.5 Employee Exit Survey.** All employees, upon exiting the district, will be given the opportunity to participate in an employee exit survey. Information from the survey will be shared with VESP leadership through labor management. Employees will be given the choice if they would like their exit interview information shared directly with VESP leadership.

#### **ARTICLE IX - SENIORITY PROVISIONS AND LAYOFF PROCEDURES**

**9.1 Seniority List.** The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”) and in accordance with the law (RCW 28A.400.300) unless such seniority shall be lost as hereinafter provided. The District shall set up a Seniority List with personnel listed according to job description and will include type of contract: continuing, non-continuing and leave replacement. The Seniority List will be provided via electronic link to each employee by October 1 of each year.

**9.1.1** When an Employee is hired into a continuing contract position, the employee’s experience in non-continuing contract and Leave of Absence replacement contract positions will be included when figuring salary placement. Seniority accrual will also be included, if there is no lapse in service for any reason other than those listed in section 9.2.1. Time spent in a long-term substitute VESP position in District will be considered for salary placement and may determine seniority if the long term substitute position(s) were for at least half of the school year and, if there was no lapse in service for any reason other than those listed in section 9.2.1.

**9.1.2** In case of a tie for seniority, verified professional development hours will determine greater seniority. If the tie continues, then verified and applicable to the role, out of District experience will determine greater seniority.

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

**9.2.1** Seniority rights shall not be lost for the following reasons: (a) Time lost by reason of

industrial accident, industrial illness or judicial leave; (b) Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; (c) Time spent on other authorized leaves; (d) Time spent in layoff status as hereinafter provided; however, seniority shall not accrue; (e) Change in job classification within the bargaining unit, or (f) a gap of service, no longer than one school year, related to the movement from non-continuing to continuing contract status.

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

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

The district agrees to give each employee who has been on the payroll more than 90 calendar days a minimum of 60 days notice of intended reduction in force and each employee shall give the District at least 30 days’ notice of his/her intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union. This provision may be waived at the discretion of the Superintendent.

**9.3.1 Notification of Potential Layoff and/or Reductions.** VISD and VESP both have an interest in transparency and staff input regarding impacts to staffing according to overall budget. Accordingly, the District agrees to consult and have ongoing conversations with VESP Leadership of potential layoffs and/or program changes throughout the budget cycle. Potentially impacted staff and the Association will be notified during the Spring, in advance of any final decision made by the board for reductions for the following school year.

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

**9.3.3** Layoffs shall occur by seniority within job description, provided that more senior employees may displace lower or same pay category employees with less overall seniority as determined by district hire date within any job classification if the District determines they are qualified for the job. Staff who are displaced will maintain seniority according to this agreement and will be placed on the salary schedule according to overall experience and professional development step increases in any VESP position in District, in addition to any outside, verifiable experience in the new position. Staff members who have earned additional pay in salary categories A, B, or C (see salary schedule), through training, will carry over the same category designation (A, B, or C) in the new position.

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

The District shall give written notice of recall from layoff by sending a certified letter and electronic notice at the Employee’s last known address and personal email address on file with Human Resources. The employee’s address and personal email as it appears on the District’s records shall be conclusive when used in connection with layoffs, recalls or other notice of the employee. Employees shall be held in the layoff pool for a period of twenty-four (24) months from the date of notice layoff.

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

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

**9.6 COBRA.** Any employee laid off shall retain accrued benefits if the employee is rehired by the District. For eighteen (18) months after an employee is laid off, they shall have the right to maintain health insurance coverage at no cost to the District if approved by the insurance carrier.

#### **ARTICLE X - DUE PROCESS**

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

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

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

#### **ARTICLE XI - INSURANCE AND RETIREMENT**

**11.1 SEBB Benefits.** The District will offer health insurance benefits in accordance with the rules and regulations of the State School Employees Benefits Board (SEBB). COBRA (Consolidated Omnibus Budget Reconciliation Act) benefits will be allowed for eligible employees for periods of time allowed by the insurance carriers. Eligible employees (those who leave district employment) have the right to continue medical benefits at their own expense for 18 months.

**11.2 Benefit Enrollment/Start.** In most cases, benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours. If an employee begins work on or before the first day of school in September, the employee's benefit coverage will begin in September if the employee is anticipated to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

If a VESP Employee is hired after the start of the school year, their qualification for SEBB Benefits will be



governed by SEBB rules and regulations. At the point of hire, individual employees will work with Payroll and Benefits to determine enrollment and eligibility. Employees will be made aware of their appeal rights and process if they are determined to be ineligible.

**11.3 Insurance Pooling.** Insurance pooling will continue at the state level.

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

**11.5 Benefit Termination/End.** When an employee eligible for SEBB benefits separates from employment after completion of the employee's full school-year contract obligations, the separation will be effective August 31 unless the employee chooses to terminate the employment relationship with a specific earlier date, such as retirement. In this case, eligibility for the employer contributions ends the last day of the month in which the school employee's resignation is effective.

**11.6 VEBA.** Each year the Vashon Island School District will make approved contributions for all eligible employees into a tax free VEBA account consistent with district policy, state and federal law, and the annual vote of Association members approving or rejecting individual contribution options.

## **ARTICLE XII - PROFESSIONAL DEVELOPMENT**

**12.1 Professional Development.** The District will provide a minimum of twenty-four (24) hours of mandatory professional development per school year. Professional development will be offered over the course of the school year, according to Article V. VISD and VESP believe that professional development should be job-related, differentiated, and relevant to furthering student and school community needs.

**12.2** Employees attending training courses required by State regulation or District policy as a condition of continued employment will be paid by the School District at the employee's regular hourly rate of pay for time in attendance, plus any fee, tuition or transportation costs in accordance with Sections 12.7 and 12.8 of this Agreement.

**12.3 High Needs Certification/Endorsement Areas.** When necessary, the district will inform the Association if endorsements designated as "high-need" are necessary to implement educational programs. A district information meeting will be held regarding the certification/endorsement opportunity in advance of any selection process. Current classified staff who at the District's request are willing to pursue a program to add the high-need certification/endorsement, and are identified as otherwise qualified, may be granted up to \$5,000 per year for a maximum of three (3) years as a conditional loan by the District to support acquisition of said endorsement. The selected employee(s) and the union further agree that upon receiving the endorsement the selected employee(s) shall work for the District for a period of three consecutive years that include not less than .2 FTE assigned as teacher of record to the designated endorsement area. If a selected employee voluntarily ends employment prior to the completion of three years assigned in the new endorsement area, the employee shall repay the District's loan on a pro-rated basis calculated on the difference between total number of student days per year over the agreed upon three years and the number of work days prior to the effective date of the resignation (e.g. a resignation after one full year requires repayment of 2/3 of the total loan amount). An employee who loses their position through a reduction in force or through involuntary transfer will not be subject to loan repayment. If more than one qualified employee applies, the most senior employee will have preference. Employees on a plan of improvement or those who received a score of unsatisfactory on their most recent evaluation will not be eligible for the conditional loan.

**12.4 Fundamental Course of Study (FCS).** District will implement a FCS course for existing and new staff. FCS incorporates 28 hours of fundamental course work for ESPs as guided by the state Professional Educator Standards Board (PESB), Paraeducator Board. There are four (4) components of FCS that are seven (7) hours each. District will offer all components throughout the school year, according to FCS curriculum and timelines established by PESB guidelines.

**12.5 Paraeducator Certification.** All paraeducators will be required, by law and district policy, to meet the State of Washington's requirements for training and certification (see: <https://www.pesb.wa.gov/paraeducator-certification-program/certificate-options/>). All training hours will be approved, listed and signed off by the Building Principal and/or the Director of Student Services. Forms will be provided at each building office. Once General Paraeducator Certification is achieved, no additional hours will be required to maintain said certification. Advanced certification areas in Advanced Paraeducator, Special Education, and English Language Learners (ELL) will also be available.

Both FCS and Paraeducator Certification courses offered through outside organizations will be options for VESP Employees who need to fulfill those requirements.

**12.6 Professional Development and Salary Advancement.** Bargaining unit employees will not be required to attain clock hours for salary advancement. VESP members can apply district paid seat time hours to salary schedule steps with a maximum of 30 seat time hours for one (1) step advancement and one (1) step advancement for longevity per year equaling a maximum of two (2) steps up the salary schedule per year. All coursework and verification of professional development must be submitted to Human Resources by October 15th, or the Friday before, if October 15 falls on a weekend day.

**12.7** Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend during their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition will be paid by the School District in accordance with Sections 12.7 and 12.8 of this Agreement.

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

**12.9 Professional Enhancements.** The District will provide up to 300 per year to be available for use by an employee for professional development and/or materials directly related to professional development, mutually agreed upon between the employee and their supervisor. Such amount shall be used for tuition and/or travel/meals/expenses and/or materials related to the employee's professional growth. The District will utilize a pool of \$2,000 to reimburse the cost of a substitute, if a substitute is necessary. Employees may combine their professional development funds or allocate their professional development funds to another employee for professional development. In the event that all, or a portion of, professional development allocations are not spent, or otherwise designated, by the individual employee, the remaining individual professional development funds may be carried over into the next school year. Total professional development funds allocated from the district will not exceed \$600 per individual during a single year. Additional funds could be used for summer workshops for professional development for bargaining unit members. Purchase orders of items to be shipped to the district must be submitted by the April 30 deadline. All professional development purchase orders from remaining extra funds after April 30 must be for registrations and/or services and must be submitted and approved by **July 30**.

**12.10 Orientation Training.** The district will be responsible for conducting paid orientation training for

all new employees and substitutes as appropriate. The District and employee, together, will complete a checklist, which will include, but will not be limited to, the following:

- A copy of the Agreement and a job description.
- No less than 30 minutes of time to meet with VESP Association Representative (Article 4.6)
- Hours, location of work, school calendar, job responsibilities, and placement step on the salary schedule.
- Required qualification courses and training programs
- Explanation of insurance plans and options.
- Training in student behavior management and confidentiality.
- The Building Principal or designee will meet with new employee prior to their assuming duties and review pertinent information including but not limited to:
  - Job responsibilities.
  - Ensure that on-the-job training will be provided.
  - Introduction to supervisory staff, building staff.
  - Tour of building, area and access to computers, email and phones.
  - Copy of staff handbook.
  - Give necessary logistical information – timecards, breaks, etc.

### **ARTICLE XIII - DUES**

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

**13.2** The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee using appropriate protocols through the Washington Education Association. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual’s beginning date of employment.

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

**13.4** This section shall not cover any employee prior to the effective date of the Agreement who is not a member of the VESP.

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

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

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

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

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

**14.4 Types of Contracts.** Three types of contracts that employees will serve under include: continuing, non-continuing and Leave of Absence replacement.

1. In District non-continuing and Leave of Absence replacement contracts experience will count toward salary schedule. The employee, at the time of hire, will be notified of the duration of employment and that they are excluded from layoff and recall provisions (Article IX).

2. Non-continuing contracts may be issued for newly hired staff, acquired for time-limited District positions, including, but not limited to, temporary IEP programming, grant funded positions, etc. A new staff person hired to replace an existing employee working in a time limited position may also be offered a non-continuing contract to cover the existing vacancy.

**14.5** Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Hourly rates for employees subject to this Agreement, during the term of this Agreement, are contained in Addendum A for 2020-2021 and Addendum B for 2021-2022. The 2020-2021 VESP Salary Schedule (see attached) will be adjusted in future years in accordance with Section 14.7 of this agreement.

Verified out of District, job-specific experience, may also be considered when determining salary placement.

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

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

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

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

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

**14.6.1** Any employee not hired as a campus monitor but acting as a campus monitor during their regular scheduled work day shall not receive any changes in their pay for said campus monitor work.

**14.7 Salary Increase.** The salary schedule (see attached Addendum A for 2022-2023 is reflective of the following increases:

In the 2022-2023 school year, the salary of each of the following job descriptions will increase according to the listed percentage amount in the cell for Step 1 of that job description and subsequent steps will increase according to the step increase pattern across the schedule:

- Library Assistant- 6%
- Paraeducator II- 6%
- Paraeducator III- 5%
- Secretary- 8%
- Registrar- 8%
- Office Manager- 8%

After increasing the specified job descriptions by the amounts listed, all cells at Step 1 in the salary schedule will then be increased by 7% and subsequent steps will increase according to the step increase pattern across the schedule. (See Addendum A, 2022-2023 VESP Salary Schedule)

The cells at Step 1 for every job description will be increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator) plus 1% each year for the 2023-24 and 2024-25 school years.

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

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

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

## **ARTICLE XV - EMPLOYEE PROTECTION**

**15.1** The School District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and the

property thereof. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged (RCW 28A.58.425).

Whenever an employee is absent from employment or unable to perform their duties as a result of assault, sexual assault or sexual harassment sustained in the course of employment, such absence will not be charged to accumulated sick leave. Absences due to injury caused by the actions of a student will not be charged to accumulated sick leave.

The definition of a threat shall be an action, behavior, or statement that causes the receiving individual to believe that he or she has the potential to be harmed. Assaultive behavior is defined as either physical or verbal. Physical assaultive behavior means a purposeful attack with the intent to do physical harm. A verbal assault shall mean verbal communication, the intent of which is to intimidate or do emotional harm. Sexual harassment or sexually assaultive behavior shall be defined as either physical or verbal. Any threat, case of assault, or injury as stated above upon an employee shall be promptly reported to the building principal or district administrator who will take appropriate and immediate action. Conversation with impacted staff member(s) and administration will take place before returning to assignment to discuss safety of the current work environment.

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

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

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

### **Weapons**

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

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

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

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

requirements for student protection, including Special Education students.

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

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

#### **ARTICLE XVI - EVALUATIONS**

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

Every classified staff employee will be evaluated during each school year by the Superintendent, Director of Student Services, Building Principal or Principal Designee. Evaluations will occur during regularly scheduled work hours or at a mutually agreed upon time. Meeting time between an employee and their supervisor for the purpose of evaluation will be paid time.

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

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

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

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

Following the completion of each evaluation report, a meeting shall be held between the evaluator and the employee to discuss the evaluation. In order to connect ongoing professional development with employee growth and development, during the 2020-2021 SY, VISD and VESP will engage in fulfilling the agreements in the Professional Development Labor Management Committee MOU.

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

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

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

**ARTICLE XVII - GRIEVANCE PROCEDURE**

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

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

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

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

**17.2 Procedure for Processing Grievances:**

**Step 1 – Building Administrator**

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

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

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

**Step 2 - Superintendent**

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

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

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

**Step 3 - School Board**



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

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

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

#### **Step 4 (Alternative) – Mediation**

1. If the grievance is not resolved at Step 3, the Association may request grievance mediation. The Association shall notify the District in writing within five (5) working days of receipt of the Step 3 response of its desire to refer the grievance to mediation. The District shall respond in writing to the Association within five (5) working days of receipt of the Association notification whether or not the District agrees to mediation. The mediator will have the authority to meet separately with either party. Proceedings shall be informal in nature. The settlement agreed to shall be reduced to writing by the mediator and, if necessary, shall be enforceable through the grievance procedure of the Agreement. The fees and expenses of the mediator and related costs shall be borne equally by the parties.

2. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

3. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with paragraph D (Step 4) below. If the Association desires to appeal the grievance to the next step of the grievance procedure, written notice of such appeal must be made within ten (10) working days following the termination of the mediation.

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

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

#### **Jurisdiction of Arbitrator**

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

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

**Contract Construction**

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

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

**Time Limits**

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

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

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

**Accelerated Grievance Filing**

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

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

**Reprisals**

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

**Costs**

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

**ARTICLE XVIII - TERM AND SEPARABILITY PROVISIONS**

**18.1 Duration.** The term of this Agreement shall be September 1, 2022 through August 31, 2025.

**18.2** The parties agree to reopen these Articles of the Collective Bargaining Agreement for amendment only. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**18.3 Reopeners.** The Association or District may reopen the salary schedules in Addendum A prior to any school year if (1) the legislature changes the District’s qualification for regionalization funding (currently 12%) including qualification for the additional 4% experience factor; (2) the legislature revises the salary base for funded classified staffing; (3) the legislature changes the District’s levy authority, or changes how levy funds may be used; or (4) the District fails to pass an enrichment levy. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.

VASHON EDUCATIONAL  
SUPPORT PERSONNEL

*Colby Gateman*  
[Colby Gateman \(Sep 20, 2022 10:30 PDT\)](#)

Colby Gateman, President

*Kathryn Hall*  
[Kathryn Hall \(Sep 20, 2022 19:18 PDT\)](#)

Kathy Hall, Vice President

*Heather Baldwin*  
[Heather Baldwin \(Sep 20, 2022 20:00 PDT\)](#)

Heather Baldwin, Bargaining Unit Representative

Board Approval Date  
May 12, 2022

VASHON ISLAND SCHOOL DISTRICT

*Slade McSheehy*  
[Slade McSheehy \(Sep 21, 2022 07:33 PDT\)](#)

Dr. Slade McSheehy, Superintendent

*Amy Sassara*

Amy Sassara, Director of Human Resources

*Toby Holmes*  
[Toby Holmes \(Sep 21, 2022 09:15 PDT\)](#)

Toby Holmes, Chairperson, Board of Directors

**Addendum A**

Vashon Educational Support Personnel												
Salary Schedule 2020-2021												
	1	2	3	4	5	6 thru 8	9 thru 11	12 thru 14	15+	A	B	C
Campus Monitor	20.1168	20.5191	20.9295	21.3481	21.7750	22.4283	23.1012	23.7941	24.2701	24.7555	25.2506	25.7556
Library Assistant	20.1168	20.5191	20.9295	21.3481	21.7750	22.4283	23.1012	23.7941	24.2701	24.7554	25.2506	25.7556
Para II	20.1168	20.5191	20.9295	21.3481	21.7750	22.4283	23.1012	23.7941	24.2701	24.7554	25.2506	25.7556
Para III	20.8905	21.3083	21.7344	22.1691	22.6126	23.2909	23.9896	24.7092	25.2034	25.7075	26.2217	26.7461
Secretary	21.9876	22.4274	22.8759	23.3333	23.8000	24.5141	25.2495	26.0069	26.5272	27.0576	27.5987	28.1508
Registrar	21.9876	22.4274	22.8759	23.3333	23.8000	24.5141	25.2495	26.0069	26.5272	27.0576	27.5988	28.1508
Office Manager	24.4647	24.9540	25.4531	25.9621	26.4814	27.2758	28.0941	28.9369	29.5157	30.1060	30.7081	31.3223
Health Services Support	29.2595	29.8447	30.4416	31.0504	31.6715	32.6216	33.6002	34.6082	35.3004	36.0064	36.7266	37.4611
Specialized Support	29.2595	29.8447	30.4416	31.0504	31.6715	32.6216	33.6002	34.6082	35.3004	36.0065	36.7266	37.4611
Math Support	29.8454	30.4423	31.0512	31.6722	32.3057	33.2749	34.2731	35.3013	36.0073	36.7275	37.4620	38.2112

**Addendum B**

**Just Cause:**

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

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

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

## **Addendum C**

### **Letter of Agreement**

Vashon Island School District and the Vashon Education Support Personnel agree as follows:

1. The District will convene a committee in the fall of 2022 with stakeholders from all represented and unrepresented employee groups to (1) review the current parameters for development of the student school year calendar; (2) gather input from employees and/or the larger school community on some or all of the elements in the school calendar; and (3) develop proposed calendars for the 2023-24 and 2024-25 school year calendars.
2. Vashon Education Support Personnel will be invited to appoint two representatives to the committee.
3. The committee will operate by consensus, not majority vote, with the intent to develop proposed calendars that meet the interests of all stakeholders regardless of the number of representatives on the committee.
4. Proposed calendars for the 2023-24 and 2024-25 school years will be submitted by the committee to the VEA, VESP, and SEIU union presidents and to the District superintendent no later than January 1, 2023, for review by the organizations they represent. The District superintendent will also provide a 2023-24 and 2024-25 calendar under the existing default parameters to each of the bargaining unit presidents. Each organization will decide and communicate no later than February 1, 2023, whether they support adoption of one, both or neither of the calendars proposed by the committee. If all four parties (VEA, VESP, SEIU, and non-represented District employees) accept a proposed calendar, that calendar will be adopted for the applicable work year in lieu of the process in Section 3.18 of the VEA/District collective bargaining agreement. For a school year, if any, that does not receive approval from all four parties, the process for establishing the calendar in Section 3.18 of the VEA CBA will be followed.












# VESP 2022-2025


Final Audit Report


2022-09-21


Created:	2022-09-20
By:	Amy Sassara (asassara@vashonsd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATLZh7yCCozeqLXSbT5Q3GcVrya0lnhkh


## "VESP 2022-2025" History


-  Document created by Amy Sassara (asassara@vashonsd.org)  
2022-09-20 - 4:51:16 PM GMT- IP address: 168.212.243.196
-  Document emailed to cgateman@vashonsd.org for signature  
2022-09-20 - 4:53:43 PM GMT
-  Email viewed by cgateman@vashonsd.org  
2022-09-20 - 4:55:45 PM GMT- IP address: 66.249.84.73
-  Signer cgateman@vashonsd.org entered name at signing as Colby Gateman  
2022-09-20 - 5:30:01 PM GMT- IP address: 168.212.243.204
-  Document e-signed by Colby Gateman (cgateman@vashonsd.org)  
Signature Date: 2022-09-20 - 5:30:03 PM GMT - Time Source: server- IP address: 168.212.243.204
-  Document emailed to khall@vashonsd.org for signature  
2022-09-20 - 5:30:05 PM GMT
-  Email viewed by khall@vashonsd.org  
2022-09-21 - 2:12:37 AM GMT- IP address: 172.224.243.5
-  Signer khall@vashonsd.org entered name at signing as Kathryn Hall  
2022-09-21 - 2:18:26 AM GMT- IP address: 67.40.10.64
-  Document e-signed by Kathryn Hall (khall@vashonsd.org)  
Signature Date: 2022-09-21 - 2:18:28 AM GMT - Time Source: server- IP address: 67.40.10.64
-  Document emailed to hbaldwin@vashonsd.org for signature  
2022-09-21 - 2:18:30 AM GMT
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2022-09-21 - 3:00:18 AM GMT- IP address: 73.181.135.95


 Document e-signed by Heather Baldwin (hbaldwin@vashonsd.org)  
Signature Date: 2022-09-21 - 3:00:19 AM GMT - Time Source: server- IP address: 73.181.135.95


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2022-09-21 - 3:00:21 AM GMT


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2022-09-21 - 3:20:34 AM GMT- IP address: 172.226.40.10


 Signer smcsheehy@vashonsd.org entered name at signing as Slade McSheehy  
2022-09-21 - 2:33:04 PM GMT- IP address: 168.212.243.197


 Document e-signed by Slade McSheehy (smcsheehy@vashonsd.org)  
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2022-09-21 - 2:33:07 PM GMT


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Signature Date: 2022-09-21 - 3:18:57 PM GMT - Time Source: server- IP address: 168.212.243.196

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2022-09-21 - 3:18:58 PM GMT

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2022-09-21 - 4:14:17 PM GMT- IP address: 172.225.140.82

 Signer tholmes@vashonsd.org entered name at signing as Toby Holmes  
2022-09-21 - 4:15:17 PM GMT- IP address: 24.16.197.3

 Document e-signed by Toby Holmes (tholmes@vashonsd.org)  
Signature Date: 2022-09-21 - 4:15:18 PM GMT - Time Source: server- IP address: 24.16.197.3

 Agreement completed.  
2022-09-21 - 4:15:18 PM GMT