

COLLECTIVE BARGAINING AGREEMENT

**BELLINGHAM PUBLIC SCHOOLS
BELLINGHAM ASSOCIATION OF
SCHOOL EMPLOYEES**

September 1, 2021 - August 31, 2024



TABLE OF CONTENTS

Preamble		1
Article I.....	Recognition and Coverage of Agreement	2
Article II	Rights of the Employer	4
Article III.....	Rights of the Employees	5
Article IV	Rights of the Association	7
Article V	Appropriate Matters for Consultation and Negotiation	10
Article VI.....	Association Representation.....	10
Article VII	Hours of Work and Overtime.....	11
Article VIII	Holidays and Vacations	14
Article IX.....	Leaves	16
Article X	Seniority	21
Article XI.....	Promotion, Assignment, Transfer	22
Article XII	Probation	23
Article XIII	Layoff, Reduction and Recall	23
Article XIV	Involuntary Transfer	24
Article XV	Discipline and Discharge of Employees	25
Article XVI.....	Insurance and Retirement.....	25
Article XVII.....	Professional Training and Development	29
Article XVIII	Association Membership and Payroll Deduction.....	31
Article XIX.....	Grievance Procedure	31
Article XX	Evaluations.....	35
Article XXI.....	Salaries and Employee Compensation.....	36
Article XXII.....	Term and Separability of Provisions.....	37
Signature Page		38
Memorandum of Understanding.....	Professional Development System.....	39
Memorandum of Understanding.....	Bilingual Language Skills	45
Memorandum of Understanding.....	Fundamental Course of Study / General Paraeducator Certificate	46
Appendix A, A-1, A-2	Salary Schedules (2021-22, 2022-23, 2023-24)	
Appendix B.....	BASE Titles and Levels Chart	
Appendix C.....	Factors and Levels – Bellingham Point Factor Classification System	
Appendix D	Recognition and Coverage of Agreement/Exempt Positions	

PREAMBLE

This Agreement is made and entered into between Bellingham Public Schools (hereinafter "District") and Bellingham Association of School Employees, an affiliate of the Washington Education Association, Educational Support Personnel (hereinafter "Association").

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

In accordance with the provisions of the Public Employees Collective Bargaining Act, Chapter 41.56 RCW, and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 The District hereby recognizes the Bellingham Association of School Employees as the exclusive representative of all employees of the bargaining unit described herein, and the Association recognizes the responsibility of representing the interests of all such employees. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following job classifications: Administrative Assistant, Business/Accounting, Paraeducator, Educational Systems Support, Interpreter, LPN, and Brailist.

The District further agrees to consult and negotiate with the Association with respect to matters relating to or affecting hours, wages, and working conditions of employees in the bargaining unit.

The employees in the bargaining unit shall consist of employees who work in positions listed in Appendix B of this Agreement. 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. Exempt employees as defined in accordance with the definition of "confidential employee" in RCW 41.56.030 and WAC 391-35-320. Confidential employees are excluded from the bargaining unit. Exempt positions shall be listed in Appendix D.

In the event the District determines it is necessary to increase the number of confidential exempt positions, the District will meet with BASE to discuss the planned increase prior to implementation. The parties will use RCW 41.56.030 and WAC 391-35-320 to assess the conditions for determining exempt status. If the parties are unable to resolve the placement of the position(s), the issue will be referred to the Public Employment Relations Commission for determination.

Section 1.2 The District agrees to provide job descriptions for all positions covered by this Agreement to the Association President. Through the labor management process, the District and the Association will review job descriptions and annually identify those job descriptions needing review and a timeline for completion of that review.

If the District elects to change a job description, the job description and any recommendations for changes in coding will be forwarded to the Joint Reclassification Committee and the Association President(s) and their response considered prior to completing the updated job description. The Association President and the Committee will have at least five (5) working days to provide a written response to the updated job description before any action is taken by the District.

Section 1.2.1 When a new position covered by this Agreement is developed, the job description and any recommendations for coding will be forwarded to the Joint Reclassification Committee and the Association President and their response considered prior to completing the updated job description. The Association President and the committee will have at least five (5) working days to provide written response to the proposed job description prior to the posting of the position. The job description will be available in the Human Resources Office at the time of the posting.

Section 1.2.2 When an employee or an employee group covered under this Agreement submits a request for reclassification of a position, the request will be taken before the Joint Reclassification Committee for review. If reclassification is granted and the hourly rate is increased as a result of

reclassification, the employee or employee group will receive a change in pay rate as of January 1st, so long as the change in the person's duties were effective as of January 1st. If not, the change will be effective on the date of the implementation of the changed job duties. For further information about reclassification rubric, see Appendix C.

When an employee has questions or concerns regarding their job duties and responsibilities, they should direct them to their building or program administrator without fear of reprisal. If either party feels it would be helpful to have an Association representative present, one may be invited.

Section 1.3 - Temporary Employees Individuals who are hired to fill temporary positions shall not be subject to Article X, Seniority; Article XI, Promotion, Assignment, Transfer; and Article XIII, Layoff and Recall. Leave Replacement employees are eligible for benefits under the laws and regulations of SEBB. Upon completion of the sixtieth (60th) working day of employment in the same position or if the position is expected at the onset to last at least sixty working days, the employee shall be covered by all provisions of this Agreement except those listed in the first sentence of this section.

Section 1.4 – Temporary/Leave Replacement Coverage Current Collective Bargaining Agreement (CBA) language and practice require temporary positions of sixty (60) days or longer to be posted and filled as temporary positions. Existing employees with seniority rights have been unable to accept these temporary positions without relinquishing seniority rights. In an effort to increase cross training and stability amongst building or department staff and provide promotional and additional hours opportunities, the District and BASE agree to the following:

A. Temporary and/or leave replacement positions of sixty (60) days or more:

1. Temporary and/or leave replacement positions of sixty (60) days or more will be made available to qualified BASE-represented employees within a building, or in Central Services within a department, as a “sub-up” opportunity prior to posting.
2. Interested qualified eligible employees within the building or department will notify the administrator in writing within two (2) days of their interest in and qualifications for the temporary/leave replacement “sub-up” position.
3. The administrator will meet with interested, eligible qualified employees to determine if they have the qualifications, training, experience, and availability to perform the duties of the temporary/leave replacement “sub-up” position.
4. If the administrator determines that transferring a current employee into the available temporary position would have a detrimental effect on the educational program, the request can be denied.
5. If more than one current employee is interested and available, Article XI -- Promotion, Assignment, Transfer -- of the Collective Bargaining Agreement will apply.
6. A substitute or temporary employee will be hired to fill the position temporarily vacated by the employee accepting the temporary/leave replacement “sub-up” position.
7. If no on-site staff is interested, qualified, or available, the temporary/leave replacement position will be posted and filled per standard procedures.

8. At any point in the process, if an employee is not considered or selected for the position, they will get communication from the administrator regarding why they were not considered.
9. Current employees with seniority rights, on-site or within the same department, may accept these temporary/leave replacement “sub-up” positions without loss of seniority rights. Off-site and out-of-department (Central Services) employees are not eligible for this opportunity.
10. Evaluations:
 - a. Employees working these temporary/leave replacement “sub-up” positions for sixty (60) days or less will receive an annual evaluation based on their work in their regular assignment.
 - b. Employees working these temporary/leave replacement “sub-up” positions for their entire work year will receive a sixty- (60-) day probationary evaluation and an annual evaluation for the “sub up” position.
 - c. Employees whose work year includes a “sub-up” position for sixty (60) days or more along with their regular assignment will receive the sixty- (60-) day probationary evaluation on the “sub-up” assignment and a final evaluation inclusive of and proportionate to both positions as appropriate.

B. Internal daily and short-term substituting:

Administrators and BASE-represented employees at all sites and departments are encouraged to develop succession plans to better enable qualified on-site staff to be cross-trained and available to substitute for positions with more hours and greater responsibilities for daily and short-term absences. Administrators and staff should meet at the beginning of each school year to determine potential needs, necessary training, communication, and absence reporting procedures necessary to ensure smooth transitions for coverage. Plans should be put in writing to ensure clear understanding of communications requirements and procedures for providing staff coverage of all positions affected. If the internal substituting plan is not possible, employees are still responsible for securing a substitute through the automated substitute system.

Section 1.5 - Conformity to Law This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application to this Agreement to any employee or groups of employees covered hereby, shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of this Agreement shall continue in full force and effect.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 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 and subject to applicable laws, regulations, and the provisions of this Agreement, 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; and the right to release employees from duties because of lack of work or for other legitimate 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 operations undertaken by the employees in the unit are to be conducted.

Section 2.2 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1 It is agreed that all employees subject to this Agreement shall have and shall be protected in the lawful exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action is required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District without fear of reprisal.

Section 3.3 Employees of the units subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4 Neither the District nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual orientation, religion, national origin, age, marital status, political activity, veteran or military status, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal provided the duties of a position may be performed efficiently by an individual without danger to the health or safety of the employee or others, or in their exercise of their rights under Chapter 41.56 RCW, Public Employees Collective Bargaining Act; provided, however, that nothing in this Agreement shall be in conflict with the District affirmative action program.

Section 3.5 The Association agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or inconsistent with the District's affirmative action program. Should issues arise which are inconsistent between this Agreement and the District's affirmative action program, such issues shall be resolved consistent with RCW 49.60.

Section 3.6 - Personnel Files Employees, upon request, shall have the right to inspect the contents of their District personnel file and the immediate supervisor's working file. No duplicate, alternate, or other

personnel file shall be kept anywhere in the District except that immediate supervisors may keep working files in their respective offices.

Employees have the right to attach written comments to evaluations and other information included in the employee's District personnel file and immediate supervisor's working file. An employee's signature on a document does not necessarily mean agreement with the contents of the document but merely indicates receipt.

An appointment shall be made with the immediate supervisor or with the Assistant Superintendent of Human Resources or their designee to arrange for a time to inspect personnel files. Copies, at cost, of any documents contained in the files shall be provided upon reasonable request.

Section 3.7 Non-licensed employees shall only perform those healthcare-related procedures allowed to be delegated under the supervision of a registered nurse, OT/PT, SLP, or other licensed healthcare support staff specialist as determined by the applicable RCWs and WACs governing the registered nurse, OT/PT, SLP, etc. licensure, delegation, and supervision requirements. Employees performing such procedures shall do so only after being given the required specific training by the authorized supervising healthcare professional.

Non-licensed employees shall not perform healthcare-related duties that are not allowed to be delegated per the law such as:

- Cannot insert rectal suppositories;
- Cannot instill medication through a urinary catheter;
- Cannot administer insulin;
- Cannot prick student's finger for blood glucose monitoring;
- Cannot interpret results of glucometer reading.

Employees in licensed positions such as LPN and RN, must maintain a current Washington State license and operate within the legal and ethical parameters of their position.

Section 3.8 - Employee Rights to a Safe Workplace

The District will provide employees a workplace free from recognized safety and health hazards in accordance with state and federal law requirements. District administration will provide prompt direction to employees when questions or concerns regarding staff safety arise.

Any employee who believes that a condition is unsafe or hazardous, including student-caused injuries, must notify their immediate supervisor, in writing, stating their concerns.

1. When an employee reports a concern regarding a workplace safety or health hazard, the supervisor will:
 - a. Acknowledge the concern in writing as soon as reasonably possible and within five (5) workdays provide additional information to the employee regarding the response to the concern;
 - b. forward the report to the Risk Management Coordinator in the District's business office with a copy to the employee.
2. If the employee determines that the supervisor's action or answer does not correct the problem, the employee may contact the next level of management or administration. Depending on the

problem and/or the program, this may include the Risk Management Coordinator, Human Resources, Directors, Special Education, Program Administrator, Student Services, or the building supervisor.

3. If the employee is not satisfied with the action or answer at this level, the employee may forward the issues and concerns to Human Resources and the BASE leadership for review and recommendations.
4. If appropriate to the situation, Human Resources and BASE leadership may coordinate an in-person meeting to further discuss the appropriate level of support for the situation.
5. In addition, the employee may contact BASE leadership, and BASE leadership can bring the concerns to Labor Management for review and discussion.
6. Every employee has the right to raise concerns and make these reports without fear of reprisal.

Pursuant to the terms and conditions of WAC 296-360-150, an employee may remove themselves from an unsafe working condition that may reasonably subject that employee to serious injury or death. If an employee encounters such a situation they will immediately report the situation to their supervisor.

The District shall continue to minimize the risk of injury to employees from facilities and/or students who engage in challenging and/or physical behaviors by:

- (1) providing a new employee safety orientation which includes school specific student behavioral expectations and student management procedures;
- (2) sharing relevant information with employees regarding these students to the extent permitted by law;
- (3) expecting employees to file incident and exposure reports when students engage in behaviors that lead to injuries or exposure to bodily fluids or facilities issues which raise safety concerns;
- (4) providing training to employees serving students who engage in challenging behaviors; and
- (5) encouraging the development of appropriate intervention plans and strategies based on an analysis of a student's behavior.

Employees can access information about District Occupational Safety and Labor and Industries' policies, procedures, and guidelines through one or more of the following sources:

- Safety Bulletin Board and poster at each work site;
- Occupational Safety and Accident Prevention Program Notebook in each building;
- District website:
 - Policies & Procedures #8302 – Staff Occupational Safety & Accident Prevention
 - Staff Forms – Labor and Industry Claims/Forms
- WA State Health and Safety Provisions, including but not limited to:
 - RCW Chapter 49.17
 - WAC Chapter 296-800
 - WAC 296-360-150

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1 The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or

to be consulted with respect to the formulation, development, and implementation of labor/management relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2 The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3 The District shall provide each employee with a copy of this Agreement.

Section 4.4 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Washington Education Association.

Section 4.5 If the parties mutually agree it is necessary to schedule negotiations or joint committee work (reclassification, labor/management (Article VI), mentor, professional development) during normal work hours, members of the Association's team shall be released from work and not suffer any loss of pay. Time shall not be deducted from Association Leave established in Section 4.9. If substitutes are necessary, the Association and the District will each pay one-half (1/2) of the cost of providing substitute employees.

Section 4.6 On or before the first day of November of each year during the term of this Agreement, the District shall provide Washington Education Association with information regarding each employee in the bargaining unit as mutually agreed to by the parties. Information regarding new employees shall be provided to the Association as changes occur.

Section 4.7 Representatives of the Association, upon making their presence known to the appropriate building administrator, shall have access to District premises during working hours to contact BASE unit employees, provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work. The Association may schedule with the appropriate unit administrator to use school facilities for Association meetings, including the use of audio-visual equipment, at reasonable times when such equipment or facilities are not otherwise in use. The Association may use employee mailboxes for communication purposes.

Section 4.8 - Bulletin Boards The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 4.8.1 The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.9 - Association Leave A total of twenty-five (25) days, or two hundred (200) hours, of leave shall be granted per year for members of the Association attending Association member-related meetings and conducting Association business. The President of the Association shall notify the Superintendent or their designee of the use of such days at least twenty-four (24) hours in advance.

Such leave shall be without loss of pay. If substitutes are necessary, the Association shall reimburse the District for the cost of providing substitute employees.

In addition, each Association President will be granted up to two (2) days association leave per month without loss of pay. The Association will reimburse the District for the cost of such release time.

The parties recognize the value of a strong relationship between Association leadership and the District. If during the life of the Agreement, the bargaining unit desires to have an Association president/co-president on full time or part time release, the District and the Association will negotiate the parameters regarding the release of this employee(s) which will include full reimbursement of associated salary and benefits to the District, as well as the manner for return of these Employees to the bargaining unit at the end of the release period.

Section 4.10 - Association Use of E-mail Employees and non-employee Association agents may utilize the District's e-mail and voice mail systems for communication, representation, and negotiation purposes according to the procedures established in District Policy #5260 (Staff Access to Networked Information Resources). Employees and non-employee Association agents have no expectation of privacy in their use of the District systems. All e-mails and attachments drafted, sent, or stored on the District system are District records and are subject to monitoring, review, and printing by District system administrators without limitation and without notice.

The Association acknowledges that such conduct is not unlawful employer surveillance or interference, and it hereby waives any actual or potential claim that District monitoring, review, printing, or other access to Association communications on the District system constitutes an unfair labor practice under Chapter 41.56.

The Association shall indemnify and hold the District harmless from all claims, causes of action, or damages arising from the use of the District e-mail system by employees or non-employee Association agents for Association business.

Section 4.11 - Availability of Information

- A. Upon request, the District will furnish to the Association, the following information:
 - 1. School District Budget and any amendments thereto (F-195, F-196).
 - 2. Monthly Budget Status Reports (1191).
 - 3. District personnel reports (S-275 and 1801).
 - 4. Contact information for all bargaining unit members, regardless of membership status, including name, job title, temporary status, work location, department, start date, work year days, workday hours, personal telephone numbers, worksite email addresses, last four digits of social security number, and mailing address.

The above information (1-4) shall be delivered to a person designated by the Association.

- B. The District will notify the Association President, or designee, of the information in paragraph 4 above on a monthly basis.
- C. In addition, the Association, upon request, is entitled to obtain information to carry out its duty as exclusive representative.
- D. If duplication is required, the District reserves the right to request reimbursement from the Association for the cost of such duplication.

Section 4.12 - New Employee Orientation The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to new employees. 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. It is understood that new employees will be compensated for thirty minutes.

The District and the Association have a shared interest in maintaining an effective labor management relationship. Therefore, it is the expectation of both the Association and the District that District representatives shall remain neutral on the issue of union membership and respect all employees’ decisions to join and maintain membership in the Association.

Section 4.13 – Exclusive Rights

Consistent with current state law, and unless prohibited in the future, the rights granted herein to the Association shall not be granted or extended to any competing labor organization.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1 It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are changes or proposed changes to hours, wages, existing benefits, policies, grievance procedures and general working conditions of employees in the bargaining unit.

Section 5.2 It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in practices and procedures. No such changes shall be made unless the Association has been notified and provided the opportunity to provide pertinent information in regard to such changes.

Section 5.3 Prior to establishment of a school calendar, the District will seek input from the Association.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1 The Association will designate a Labor/Management Committee of up to seven (7) members who will meet with the District on a mutually agreeable regular basis to discuss appropriate matters. The parties share a mutual interest in efficient operations and effective implementation of the bargaining agreement. To this end, the parties agree to use the monthly management meetings to identify and prioritize areas requiring examination and, if necessary, establish work groups to discuss problems and challenges and study particular ideas, including those related to workload concerns. The parties will negotiate any impact the recommendations may have on the provisions of the Agreement.

Section 6.2 The District will allow sufficient time during working hours for Association representatives to prepare an agenda for meetings scheduled with the Superintendent, or designee, in accordance with Section 6.1. The District will provide suitable space to conduct such meetings.

Section 6.3 When meetings are held between representatives of the Association and representatives of the District pursuant to Section 6.1, formal minutes shall be prepared upon the request of either party. The requesting party will arrange for the preparation of such minutes and a draft will be made available to the parties for review prior to final preparation. The parties will be furnished copies of the mutually approved minutes. Costs incurred in preparation of the minutes shall be equally borne by the parties.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.1.1 For positions that have work calendars of 181 days (180 student days and one non-student day), the non-student day shall be worked on the workday immediately prior to the first day of school. In the event the legislature or board changes the number of student days or if waiver days are implemented, the parties agree to reopen this section of the agreement to bargain the impact of changes to the work year for the non-annual employees.

Section 7.2 Employees shall receive 15-minute paid rest breaks and unpaid lunch periods of no less than 30 minutes as follows:

<u>Work hours</u>	<u>Breaks and lunch periods</u>
• Less than 4.0 hours	No break
• 4.0 to 5.0 hours	One 15-minute rest break
• 5.25 to 5.75 hours	One unpaid lunch, no less than 30 minutes One 15-minute rest break
• 6.0 and up hours	Two 15-minute rest breaks One unpaid lunch, no less than 30 minutes

Section 7.3 Where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for every 4.0 hours worked, scheduled rest periods are not required.

Section 7.4 Lunch breaks shall be scheduled as near as possible to the middle of a shift.

Section 7.5 Employees shall work with their supervisor and/or program/site administrator to schedule breaks and lunches to meet the above criteria, site needs, and minimize impact on student programs.

Section 7.6 - Flex Time Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior written notice to the employee. Upon prior approval of the immediate supervisor, the workweek may be adjusted on a temporary basis. Any such adjustment will be exempt from the overtime provisions contained in Section 7.13.1 and will not cause the parties to be in violation of the Fair Labor Standards Act. Flex time shall not create a workweek that generates an obligation to pay overtime.

Section 7.7 - Banked Time Employee work schedules may, by mutual agreement in advance with the building/program administrator, be altered on occasion to provide time for training and/or meetings for professional development for the purpose of enhancing the program or delivery of service for students, or collaboration with certificated staff and/or supervisors. Such occasional schedule alterations will not constitute a violation of the regular workweek provisions of 7.6 above. Late arrival, early release, and parent conferencing days are examples of opportunities to meet or to “bank” the time to be used for planned meetings/staff development and collaboration opportunities. Banked time shall not create a workweek that generates an obligation to pay overtime. Any requests for extra hours for training, meetings or collaboration time must be requested and approved in advance and tracked by the appropriate building or program administrator.

Section 7.8 The parties recognize that collaborating with colleagues and accessing job-related electronic communication is part of the job. If necessary, employees may work with their supervisor to use banked time for these functions per Section 7.7, herein.

Section 7.9 - Adjustment of Hours

Section 7.9.1 When additional hours, up to a maximum of three and three-quarter (3.75) hours at any one time, become available within a building/worksites, the hours will be first made available to current employees within the building/worksites by seniority within a job classification and program area. For purposes of this provision, “additional hours” shall be defined as hours that are added over and above the initial District building/worksites and program allocation of classified employee hours.

Section 7.9.2 Any additional hours for a single position of four (4.0) hours or more will be posted unless the position is filled by a displaced employee.

Section 7.9.3 When hours are reduced within a building/worksites and/or program, the hours will be first reduced from current employees within the building/worksites by reverse seniority within a job classification and program area. Such affected employees will be offered additional hours which may become available by building/worksites/program within their job classification following the procedures outlined in 7.9.1. Hours may be assigned up to their current permanent hour level or up to .25 hours over their current permanent hour level if an equivalent assignment is not available up to their current permanent hours level. If no such hours are available, the employee will be placed on the reemployment list consistent with Article XIII, Section 13.3.

Section 7.9.4 Employees whose permanent hours for the current year are totally eliminated will be offered work for which they are qualified by classification seniority and level (lateral or downward, e.g., a person who was Administrative Assistant Level C is eligible for Administrative Assistant Level C, Administrative Assistant Level D, Administrative Assistant Level E and/or Administrative Assistant Level F or G work) within the site, program, and classification areas. If no such hours are available at the current site/program, such affected employees will be offered hours, as described in this sub-section, at another District site. If no such hours are available at another District site, such affected employees shall be considered laid off and subject to the provisions of Article XIII, Layoff, Reduction and Recall. Hours may be assigned up to their current permanent hour level or up to .25 hours over their current permanent hour level if an equivalent assignment is not available up to their current permanent hour level.

Section 7.10 Employees required to work through their regular unpaid lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee

to forego an unpaid lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.

Section 7.11 Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification.

Section 7.12 - Inclement Weather In the event of an unusual school closure due to inclement weather, or an emergency building closure, the District will notify the employees through the District automated messaging system. Should conditions require school closure after the normal arrival time, non-annual employees shall receive a reporting stipend as per Section 7.13.4.

When District schools are closed due to inclement weather, annual employees will make every reasonable effort to report to work and work regular hours. During inclement weather, accumulated vacation time, personal leave, emergency leave or flex time options per Article VII as pre-planned with the supervisor may be used should an annual employee so choose. Those annual employees who are unable to report to work due to emergency conditions may apply for emergency leave in Section 9.1.1. Nothing shall preclude the Superintendent from excusing people during such days, should changing conditions warrant such action, without loss of pay.

Two-hundred-sixty-day (260-day) employees who are unable to report to work on a day that schools are closed due to inclement weather will be granted one paid inclement weather day per year. Two-hundred-sixty-day (260-day) employees who report to work on said day will be granted an equivalent number of hours of banked time for time worked on that day, to be used as paid time off at a time mutually agreeable to the employee and his/her supervisor.

In addition, nothing shall preclude the Superintendent from excusing employees early without loss of pay following early dismissal of school due to emergency conditions.

Section 7.13 - Overtime In the assignment of overtime, the District agrees to provide the employees with as much advance notice as practical in the circumstances.

Section 7.13.1 All hours paid in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the employee's base pay.

Section 7.13.2 All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and one-half (1-1/2) times the employee's base pay.

Section 7.13.3 All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice the employee's base pay.

Section 7.13.4 Employees called back on a regular workday, employees called on the sixth (6th) or seventh (7th) consecutive workday, or employees affected by inclement weather conditions as per Section 7.12 shall receive no less than two (2) hours pay at the appropriate rate.

Section 7.14 - Paraeducator Pay at Mountain School

Paraeducators who assist students at Mountain School should complete timesheets for hours worked beyond the paraeducator's normal workday. The hourly rate of pay will be at the supervision (level G) pay rate unless the paraeducator job duties/services provided for the student are associated with a different paraeducator position and pay level.

A principal or certificated staff member will be responsible for supervising students overnight. This is duty-free, unpaid time for a paraeducator. In the event a paraeducator is assigned to supervise students overnight, or a paraeducator is called to provide services while off-duty, the employee will be compensated accordingly.

ARTICLE VIII
HOLIDAYS AND VACATIONS

Section 8.1 - Holidays

All employees shall receive the following paid holidays that fall within their assigned workdays and work year:

Section 8.1.1 Employees working one hundred eighty-one (181) days or less:

- | | |
|---------------------------------------|----------------------------|
| 1. Day before or after New Year's Day | 7. Labor Day |
| 2. New Year's Day | 8. Veterans Day |
| 3. Martin Luther King Day | 9. Thanksgiving Day |
| 4. Presidents Day | 10. Day after Thanksgiving |
| 5. Friday of Spring Break | 11. Christmas Day |
| 6. Memorial Day | 12. Christmas Eve Day |

Section 8.1.2 Employees working one hundred eighty-two (182) days or more:

- | | |
|---------------------------------------|----------------------------|
| 1. Day before or after New Year's Day | 8. Labor Day |
| 2. New Year's Day | 9. Veterans Day |
| 3. Martin Luther King Day | 10. Thanksgiving Day |
| 4. Presidents Day | 11. Day after Thanksgiving |
| 5. Friday of Spring Break | 12. Christmas Day |
| 6. Memorial Day | 13. Christmas Eve Day |
| 7. Independence Day | |

Section 8.1.3 - Unworked Holidays Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs.

Section 8.1.4 - Worked Holidays Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

Section 8.1.5 - Holidays During Vacation Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday. Such extra vacation day may be taken upon approval of the building principal.

Section 8.2 -- Vacations

All employees subject to this Agreement shall be credited with hours of vacation credit, based on hours worked per their work schedule plus eligible holidays during the period September 1 through August 31. Such vacation credit shall be earned, vested, and used as designated in this Article.

<u>Commenced Years of Service**</u>	<u>Credit</u>
Hire Year-5	One (1) day for every twenty (20) days eligible
6-10	One (1) day for every seventeen (17) days eligible
11-15	One (1) day for every fourteen (14) days eligible
16-20	One (1) day for every twelve (12) days eligible
21+	One (1) day for every eleven (11) days eligible

**Hire Year – See Section 21.3

Section 8.2.1 In computing the total vacation credit for any period of service, a portion of a vacation day calculation will be disregarded if it is less than one-half (0.50) day; portions of a vacation day calculation that are one-half (0.50) day or more will be counted as a full vacation day.

Section 8.2.2 In computing the total vacation credit for any period of service, part of a shift worked will be disregarded if less than one-half (1/2) the employee's assigned shift was worked; otherwise, it will be counted as a full day worked.

Section 8.2.3 For every regular workday from which an employee is absent due to a holiday, or compensated leave, the day shall be credited as if worked.

Section 8.2.4 Full-time employee requests for vacation time shall be approved or disapproved by their immediate supervisor within ten (10) days. All full-time employees will be allowed to take their accumulated vacation time at a mutually approved time during the year (September 1 to August 31). If more than one employee within the same office requests the same vacation period, then the most senior employee shall have the first choice of available vacation periods.

Section 8.2.5 Vacation credit currently due but unused by the new accrual date each year may be carried over for one (1) year following the accrual date with the approval of the immediate supervisor and administration. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

Section 8.2.6 The District shall pay employees discharged, or terminated, for unused accrued vacation, subject to the provisions of Article XV herein. Payment shall be made not later than the month following termination of employment.

Section 8.2.7 - PERS I Retirement Vacation Cashout Employees enrolled in the PERS I Retirement Plan shall be allowed to accumulate and cash out at time of retirement up to two hundred forty (240) hours of vacation time, provided such time is accumulated in the two (2) years immediately prior to retirement.

ARTICLE IX

LEAVES

Section 9.1 - Illness, Injury, and Emergency Leave

Section 9.1.1 Employees covered under this Agreement shall be allowed twelve (12) days per year illness, injury, and emergency leave. Illness, injury, and emergency leave shall be vested when earned, and may be accumulated up to the legal maximum. The District shall project the number of annual days of illness, injury, and emergency leave at the beginning of the school year. Employees shall be entitled to the projected number of days of illness, injury, and emergency leave at the beginning of the school year. Employees hired after September 15 shall receive prorated illness, injury, and emergency leave. Employees leaving the employment of the District during a contract year, and who have exceeded their allowed accumulated illness, injury, and emergency leave, shall have any used illness, injury, and emergency leave that was non-earned deducted from their final pay warrant. Illness, injury, and emergency leave benefits shall be paid on the basis of the daily wage at the time of illness, injury, and emergency. An employee may use the employee's accrued sick leave to care for members of the immediate family. The immediate family shall include spouse, children, parent, step-parent, brother, sister, or any person living in the immediate household as a member of the family. Employees shall be notified of their accumulated illness, injury, and emergency leave once each year.

Emergency leave shall be granted as defined in the following:

- A. The problem must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity of the employee's absence;
- B. The problem must be one of major importance and not a mere convenience;
- C. It is not the intent of this leave to provide extensions of the other enumerated leaves in this contract or extensions of vacation or holiday leaves. If, however, due to problems outside the employee's control, an Emergency Leave day(s) is needed immediately preceding or following a vacation and/or a holiday, then such leave shall be granted so long as Illness, Injury, and Emergency Leave days are available.

Section 9.1.2 In the event of a period of absence due to injury or occupational disease resulting from an employee's employment with the District, the employee has the right to elect to either use their available Illness, Injury, and Emergency Leave or take unpaid leave for the period of absence. If the employee chooses to use unpaid leave for the period of absence and thereby does not elect to use the employee's available sick leave, they will keep any labor and industries time loss payment(s) they receive.

If the employee chooses to use their available Illness, Injury, and Emergency Leave, the employee will keep any labor and industries time loss payment(s) received. Since the employee cannot receive both the time loss payment(s) and paid sick leave for the same period, the District will deduct an amount equivalent to the labor and industries payment(s) through payroll. The District will credit the employee's illness, injury, and emergency leave for the amount of leave the time loss payment equals based on the employee's hourly rate.

In the event an employee must leave work, at the supervisor's direction, to seek medical attention for an injury sustained in a student involved incident, the employee will not be required to access their illness, injury and emergency leave or personal leave for the remainder of that workday only. In certain circumstances, an employee may be asked to provide verification from a health care provider of medical attention upon return to work.

Section 9.1.3 Employees who have accrued illness, injury, and emergency leave while employed by another public school district, the Office of Superintendent of Public Instruction, offices of Educational Service District superintendents and boards, institutions of higher education, and community and technical colleges in the State of Washington shall be given credit for such accrued illness, injury, and emergency leave upon employment by the District.

Section 9.1.4 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. At the time of separation from school district employment as defined in RCW 28A.400.210, a retirement-eligible employee, or in the case of death, the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

Section 9.1.5 A doctor's certificate for illness-related absences of the employee or immediate family members, as defined in Article 9.1.1., may be requested by the employer for illness of five (5) days or more duration.

Section 9.2 - Family Illness Leave

Annual 260-day employees shall, upon request, be granted a leave of absence with pay for up to three (3) days during a contract year when such absence is occasioned by the illness of immediate family. Immediate family shall include: children, husband, wife, mother or father, stepmother or stepfather, brother, sister, or any member of the immediate household. Such leave is non-cumulative.

Section 9.3 - Bereavement Leave

Bereavement leave will be granted for death in the immediate family. Immediate family shall include spouse, domestic partner, children, parent, step-parent, grandparent, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any person living in the immediate household as a member of the family. Included within each category above will be step-relations and legally designated foster relations who are within the immediate family.

Bereavement leave will be granted as follows based on employee need: For death of spouse, domestic partner, parent or child, up to five (5) days without loss of pay shall be provided; for all others, up to two (2) days without loss of pay shall be provided; and up to three (3) additional bereavement leave days without loss of pay may be granted at the discretion of the Superintendent where extended travel is involved. Bereavement leave shall not be deducted from illness, injury, and emergency leave and is noncumulative.

An employee may request one (1) additional noncumulative bereavement day per year through the Human Resources office. This one (1) additional day may be used for a friend or family member not listed in this section or for extended bereavement for a family member listed in this section. If this day has been used, an employee's next option would be to use personal leave per Section 9.8 or emergency leave per Section 9.1.1., above.

Section 9.4 - Pregnancy-Related Disability Leave

Leave will be granted for pregnancy-related disability. An employee requesting pregnancy-related disability leave shall give written notice to the District as far in advance as possible. Written requests for pregnancy-related disability leave shall include (1) anticipated date of birth, (2) estimated date leave is to begin, (3) estimated date of return from leave. The employee shall continue to work until, in the judgment of the employee's physician, their work, or their health, is in any way impaired by their condition. Illness, injury, and emergency leave shall be granted, if the employee is eligible for illness, injury, and emergency leave, for the period of disability as verified by their physician.

Section 9.5 - New Parent Leave

Upon the birth of an employee's child, the parent who has not given birth shall be eligible to take three (3) days of leave. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.

An employee adopting a child shall notify the District in writing of the intent to take adoption leave, stating the expected dates of commencement of leave and return to employment, as far in advance as possible. Adoption leave shall not exceed an aggregate of five (5) paid days in any given year. Such leave may be used for court and legal procedures, home study and evaluation, and required home visits by the adoption agency.

Section 9.6 - Judicial Leave

In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. The employee may keep any fees or payment received for such duty to help offset related expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay.

Section 9.7 - Leave of Absence

Section 9.7.1 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. Refer to Section 1.4 (Temporary/Leave Replacement Coverage)

Section 9.7.2 The returning employee shall be assigned to the same or comparable position occupied before the leave of absence, subject to the provisions of Article X.

Section 9.7.3 The employee will retain accrued illness, injury, and emergency leave; vested vacation rights; and seniority rights while on leave of absence. However, vacation credits; illness, injury, and emergency 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.

Section 9.8 - Personal Leave

Each employee shall have available two (2) personal leave days annually, per contract year. Employees who are hired and begin work or return from unpaid leave of absence prior to the end of the first semester, will be eligible for two (2) personal leave days. Those starting work or returning from unpaid leave of more than 50% of their work year, will be eligible for one (1) paid personal leave day.

The days shall be cumulative from year to year to a total of four (4) days. Employees will not be required to state a reason for the leave other than the term “personal”. If personal leave is requested in conjunction with unpaid leave, a reason will need to be given for the unpaid leave portion of the request and unpaid personal leave is not guaranteed.

No more than two (2) employees per worksite may schedule personal leave on any given day, unless the reason for personal leave is for illness or injury of the employee or the illness of an immediate family member. A doctor’s certificate for illness-related absences of the employee or immediate family members may be requested by the employer.

Employees will arrange scheduling of personal leave days with their building or program administrator by following site procedures.

At the conclusion of the school year by June 30, non-annual employees, who are not members of PERS Plan 1, that have completed their workdays for the school year shall have the option of cashing out up to three (3) unused personal leave days/hours at the rate of \$20.00 per hour. Compensation for such leave shall be provided in the August paycheck.

At the conclusion of the school year by August 31, annual and non-annual employees, who are not members of PERS Plan 1, who complete their work year after June 30 shall have the option of cashing out up to three (3) unused personal leave days/hours at rate of \$20.00 per hour. Compensation for such leave shall be provided in the September paycheck.

Cash out will be based upon the employee’s contracted hours on the last day of work with the District each year.

Section 9.9 - Leave Sharing

Employees may donate annual (vacation) or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

Section 9.10 - Family Medical Leave Act (FMLA)

Pursuant to [Board Policy 5404](#), an employee who meets FMLA eligibility is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. Eligibility is defined as an employee who

has worked for the District for a total of twelve (12) months and have worked at least 1250 hours in the previous twelve (12) months.

FMLA is uncompensated leave, however the employee may choose to use their accrued paid leave as part of their leave. Health benefits provided under any group health plan will be continued for the duration of the FMLA leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave.

Holidays will not be deducted from an employee's family leave unless the employee would otherwise have been required to work on that day(s).

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

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

Section 9.11 - 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. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.

Employees may use accrued sick and personal leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. If an employee elects to use accrued sick and personal leave to supplement the PFML benefit, this may be done in increments of full or half day (based on the employee's regularly assigned workday) for the duration of the PFML leave. The employee will notify the District of this election prior to or at the time of the employee's PFML leave. Any changes to this election must occur by the 15th of each month via notification to the District Human Resources office.

Health insurance benefits during PFML leave will continue under conditions allowed by SEBB. Employees must continue to pay the employee share of such health insurance premiums during the PFML leave of absence. Such payment will be deducted per normal procedure from the employee's monthly pay or, if the employee is not receiving pay, will be paid by the employee in the form of a check provided to the District by the 1st of each month following a month in unpaid status.

The District shall pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium through payroll deduction to fund this leave. Upon returning from PFML within or not later than the conclusion of the leave period, the employee is entitled to be returned to the same position they previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event continues after an employee's use of PFML, an employee may elect to use FMLA leave consecutively after PFML.

ARTICLE X

SENIORITY

Section 10.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment unless such seniority shall be lost as hereinafter provided in Section 10.2.

Section 10.1.1 Seniority shall be defined as a function of continuous daily employment, hereinafter expressed as "hire date."

Section 10.1.2 In the event more than one employee in the general job classifications set forth in Article I, Section 1.4, is awarded the same seniority date, the question of seniority among those employees shall be determined within thirty (30) days of hire, by a draw of names. Determination of seniority in like cases during previous agreements shall be observed during this Agreement and future agreements.

Section 10.1.3 The District shall provide the Association with an official dated seniority list ranking all employees in the general job classifications of Administrative Assistant, Business/Accounting, Paraeducator, Educational Systems Support, Interpreter, LPN, and Brailist by October 1 of each school year. The Association shall provide the District with any corrections within sixty (60) calendar days after receipt of the list.

Section 10.2 The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for just cause;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.3 Seniority rights shall not be lost for the following reasons, without limitation:

- 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; or
- D. Time spent on layoff status as hereinafter provided.

Section 10.4 Seniority rights shall be effective within the general job classifications set forth in Article I, Section 1.1.

Section 10.5 Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of two (2) years, as well as acquire a new seniority date in a new classification. In the instance of layoff, for purposes of determining seniority and classification, employees who have changed classifications shall retain their seniority in their previous classification for five (5) years.

For purposes of longevity increments and vacation, the employee's total years of service to the District will be considered even though an employee has changed job classifications.

ARTICLE XI

PROMOTION, ASSIGNMENT, TRANSFER

Section 11.1 The parties recognize that the procedure contained in this section is designed to emphasize internal promotional and transfer opportunities for current employees. The parties recognize that as a general rule, this procedure will typically result in promotional transfers. Refer to Section 1.4 for information regarding Temporary/Leave Replacement Coverage.

Section 11.2 The District shall publicize within the bargaining unit for at least five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of each job posting shall be sent electronically to the Association President and made available to all employees through the online application system. Computer access is available during District Office operating hours year-round.

Section 11.2.1 Employees from within the District will be given major consideration regarding promotion and assignment to new or open positions. For purposes of this section only, “internal candidates” shall mean any member of the bargaining unit. No external applicants will be placed before qualified internal applicants are tested and interviewed. If a current senior employee applicant is equally qualified or is as qualified as a junior or external applicant based on the employee’s skills, knowledge, and abilities related to the job description, the employee with the greatest seniority shall be offered the position.

Any employee applying for a position who was passed over in seniority shall be given written notice of such fact prior to the date the position is to be permanently filled. The written notice will be provided by U.S. Mail and email, with electronic and hard copies to the Association co-president(s). The written notice will inform the employee that they may request to meet with a District representative within five (5) working days. Upon request, the District representative will meet with the employee, and representative, if requested, and state the District's reasons for the employee's seniority being passed over.

Section 11.2.2 - Testing Waiver When applying for a new or open position, an employee may request a waiver of District testing procedures from the Director for Human Resources in circumstances where the employee believes they have demonstrated that they meet the qualifications of the position without testing. Such circumstances will include but are not limited to:

- Current job experience which demonstrates the employee's competence in the skills being tested and at the level required for the new position.
- Past test results.

The employee shall make such a testing waiver request in writing with applicable supporting information at the time of application for the position. The District decision to grant or not grant a waiver is not subject to the grievance procedure.

Section 11.2.3 - Lateral Transfer Testing Once the basic test results are on file, the basic test will not be required for employees who transfer to identical positions, e.g., elementary administrative assistant, Level B, to administrative assistant, Level B. This does not preclude other

performance data from being collected as part of the selection process. District implementation of this section is not subject to the grievance procedure.

ARTICLE XII

PROBATION

Section 12.1 - New Hires

Each new hire shall remain in a probationary status for a period of sixty (60) working days following the hire date. The probationary period may be extended twenty (20) working days if the District believes additional time is necessary to evaluate the employee's job performance. If the probation period is extended for the additional twenty (20) days, the District will notify the union of such extension. During this probationary period, the District may discharge the probationary employee at its discretion.

Section 12.1.1 Upon successful completion of the probationary period, the employee specified in Section 12.1, herein, will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 12.2 - Employees Changing Job Classification or Transferring Within Job Classification

Employees changing job classifications or transferring within classification shall remain in a probationary status for a period not to exceed sixty (60) working days. The probationary period may be extended twenty (20) working days if the District believes additional time is necessary to evaluate the employee's job performance. If the probation period is extended for the additional twenty (20) days, the District will notify the union of such extension. During the probationary period, the District may require the employee to return to the previously held position, for reasons of qualification, ability, and/or performance. These reasons will be set forth in writing to the employee.

Section 12.2.1 Employees specified in 12.2 above shall suffer no change in rights and duties contained in this Agreement during the stated probation.

ARTICLE XIII

LAYOFF, REDUCTION AND RECALL

Section 13.1 The term "layoff" shall mean separation from employment. For the purpose of this section, the term "reduction" or "reduction of hours" shall mean any reduction in permanent hours of an employee of greater than one hour as a result of budget reduction or other modifications to the educational program.

The District will attempt to make staffing reductions through attrition before considering reductions or layoffs within the bargaining unit.

In the event of a layoff or reduction of hours, the District shall first lay off or reduce the hours of the least senior employees within general job classifications set forth in Article I, Section 1.1. In no case shall a new employee be employed by the District while there are employees who are qualified for vacant or newly created positions listed on the reemployment list as set forth in Section 13.3 of this provision.

Section 13.2 Should the District decide to lay off or reduce the hours of employees, the District will notify the Association before affected employees are notified. Affected employees shall be so notified in writing prior to June 30 of the school year immediately preceding the year in which the anticipated layoff or

reduction will occur, or employees shall be continued in employment for the following school year unless there is just cause to terminate the employee.

Section 13.3 Employees who are laid off or have hours reduced will be placed on a reemployment list maintained by the District according to layoff ranking within general job classifications (e.g., Administrative Assistant, Business/Accounting, Paraeducator, Educational Systems Support, Interpreter, LPN, and Braillist). Such employees will have priority in filling an open position for which they are qualified in the classification level (e.g., Levels A through G) held immediately prior to layoff or may assume any open position in a subordinate classification level for which they are qualified (e.g., Level E paraeducator to Level F paraeducator).

Employees are to be recalled in reverse order of layoff/reduction; i.e., the last employee laid off (with the earliest hire date) shall be the first employee recalled for positions for which the employee is qualified. Laid off employees shall remain on the reemployment list until October 1 of the second school year (September 1 through August 31) following the school year layoff, provided that no employee shall remain on the reemployment list for less than eighteen (18) months. An employee on layoff status shall maintain the seniority rights accrued at the time of layoff. However, seniority shall not accrue during layoff status.

Employees with a reduction in hours shall remain on the “reduction in hours list” for ninety calendar days.

Section 13.4 Employees on layoff or reduction status shall file their addresses in writing with the Human Resources Office of the District and shall thereafter promptly advise the District in writing of any change of address. Employees on layoff status desirous of substitute assignments, in their general job classification, shall notify the District in writing.

Section 13.5 An employee shall forfeit rights to reemployment as provided in Section 13.3 if the employee does not comply with the requirements of Section 13.4 or if the employee does not respond to the offer of reemployment within ten (10) days.

Section 13.6 An employee on layoff or reduction status who rejects an offer of reemployment forfeits seniority and all other accrued benefits provided that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE XIV

INVOLUNTARY TRANSFER

Section 14.1 Prior to making involuntary transfers for program and/or enrollment needs, the District shall seek qualified volunteers from the affected program/worksites. If two or more qualified employees volunteer, the determination of the employee being transferred will be subject to Article X, Seniority, Section 1.

Section 14.2 Involuntary transfers for program and/or enrollment needs shall be based upon bargaining unit seniority within job classification with the least senior employee meeting the qualifications for the assignment being involuntarily transferred.

Section 14.3 Normally, an employee to be involuntarily transferred shall receive five (5) days’ notice prior to such transfer.

ARTICLE XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 15.1 No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee, and when requested by the employee, to the Association in writing. The issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided.

At the request of the employee, they shall be provided a reasonable opportunity to have a representative of the Association present at the initiation of any disciplinary action. When a request for such a representative is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such a representative present, so long as this does not unreasonably delay or hinder the investigation.

The District will follow a policy of progressive discipline, which normally includes oral warning, written reprimand, suspension and discharge; PROVIDED, however, that progressive discipline shall not apply (a) in cases of deficiencies covered by Article XX, Evaluation, or (b) when the severity of the employee's action(s) justifies a departure from progressive discipline. If the District has reason to reprimand an employee, care should be taken not to embarrass the employee before other employees or the public.

Section 15.2 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to discharge.

Section 15.3 Except in extraordinary cases, employees shall provide the District a minimum of two (2) weeks notification in the event of resignation or any other voluntary termination. Employees not providing a minimum of two (2) weeks' notice will, subject to the grievance procedure, forfeit all accrued benefits.

ARTICLE XVI

INSURANCE AND RETIREMENT

Section 16.1 - School Employees Benefit Board (SEBB) Program Coverage and Benefits

1. Effective January 1, 2020, the District implemented the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the HCA's eligibility requirements.
2. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.
3. Payroll deductions for eligible employee SEBB premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received.
4. The District will provide employees with those benefits offered through SEBB, which currently include:

- a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - b. Basic Long-Term Disability insurance
 - c. Vision insurance
 - d. Dental insurance including orthodontia
 - e. Medical Plan insurance
5. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
 6. Employees may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance.
 7. Employees may utilize payroll deduction for supplemental insurance approved for payroll deduction by SEBB, the carrier, the District and the Association.

Section 16.2 - Eligibility

1. In accordance with WAC 182-31-030, the District will:
 - a. Upon employment inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
 - b. Routinely monitor all employees' work hours to establish and maintain eligibility.
 - c. Inform employees in writing of changes to the employee's eligibility status and how employees may appeal the District's eligibility and enrollment decisions.
2. In accordance with WAC 182-31-040:
 - a. All employees, permanent and temporary, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employment relationship. Substitute hours will be counted towards SEBB eligibility, after they are worked.
 - b. Employees who have worked at least 630 hours in each of the previous two school years and return to the same type of position or combination of positions are presumed eligible for benefits.
 - c. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.
 - d. Employees hired on a date that prevents 630 hours because not enough days remain in the year will be provided with benefits coverage if they are anticipated to work at least 630 hours the next school year and anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks of the school year for nine to ten month employees, or for twelve month employees, in six of the

last eight weeks prior to August 31, the last day of the school year consistent with WAC 182-31-040.

3. Once eligibility is established, it shall be maintained for the remainder of the eligibility year under the conditions described in WAC 182-31-050.
4. All compensated hours in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040. This includes but is not limited to additional days, hours, and all time-based extended, supplemental, and extracurricular contracts referenced in this Agreement.

Section 16.3 - Benefit Enrollment and Continuity of Coverage

1. In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work or first day the employee is found eligible.
2. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

Section 16.3.1 - Leaves of Absence

1. Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employment relationship will remain eligible for benefits under conditions allowed by SEBB.
2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or Title 50A RCW Family and Medical Leave under conditions allowed by SEBB.

Section 16.3.2 - Benefit Termination

1. An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits under the conditions described in WAC 182-31-050.
2. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31 unless the employee identifies an earlier resignation date.

Section 16.3.3 - Interpretations and Appeals

1. The provisions in this Article represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations, and policies, some of which may change over time.
2. Any eligibility, premium surcharges, or enrollment decisions made by the District may be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 rather than the grievance procedure of the Collective Bargaining

Agreement. All other provisions of this Section are subject to the grievance procedure in Article XIX.

Section 16.4 Bellingham School District shall provide liability insurance with such limits as they may deem reasonable for the purpose of protecting their officials and employees against liability for personal or bodily injuries and property damage arising from their acts or omissions while performing, or in good faith purporting to perform, their official duties.

Bellingham 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 students and the property thereof when that is deemed necessary by such employees. 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.

Section 16.5 - Tax Sheltered Annuities

All employees subject to this Agreement shall be entitled to participate in a tax-sheltered annuity plan as specified by state statute. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary, subject to plan requirements and provisions of law.

Section 16.6 In determining whether an employee subject to this Agreement is eligible for participation in the Washington State School Employees' Retirement System (SERS) or Public Employees' Retirement System (PERS), the District shall report all hours worked, whether straight time, overtime, or otherwise, consistent with law and SERS or PERS rules and regulations.

Section 16.6.1 Employees subject to this Agreement, retiring within the provisions of the School Employees' Retirement System (SERS) or Public Employees' Retirement System (PERS) after September 1, 1979, shall be allowed the option of continuing their group medical coverage with Health Care Authority. Continuing coverage is contingent on the retiree having the necessary premium deducted from the retiree's retirement check and subject to the rules of Health Care Authority.

Section 16.7 - Association Use of VEBA III Sick Leave Cash-Out Health Reimbursement Plan

The District has adopted the VEBA III Sick Leave Cash-Out Health Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and the District agrees to make contributions to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan.

Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of the VEBA Plan agreement. The parties agree that the Plan shall cover Retirement or Separation from Service Sick Leave Cash-Out Benefits only.

Contributions on behalf of each eligible employee shall be based on the cash-out value of sick leave accrued by such employee available for contribution in accordance with statute and District policy or procedure. All eligible employees will be required to sign and submit to the District a VEBA III Membership Enrollment Form and hold harmless agreement complying with RCW 28A.400.210. If an

eligible employee fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

ARTICLE XVII

PROFESSIONAL TRAINING AND DEVELOPMENT

Section 17.1 Employees attending training courses required by District policy as a condition of continued employment will be paid at their regular rate for all time in attendance plus any fee.

Section 17.2 Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary if the course requires them to attend on their regular school employment time. Expenses incurred for transportation and/or training course fees and tuition will be paid by the District.

Section 17.3 District-sponsored workshops may be open to employees upon approval of the immediate supervisor.

Section 17.4 The District will provide a fund annually for training/professional development for members of this bargaining group. This fund will be ten thousand dollars (\$10,000.00). Unused funds up to five thousand dollars (\$5,000.00) will roll over to the following year and be added to the annual allotment. These funds may be used for staff development purposes only. Eligible expenditures, up to \$250.00 per employee so long as funds are available, include:

- 1) Cost of hiring instructors/consultants to present agreed upon professional development programs/classes,
- 2) Registration, fees, meals, travel expenses associated with conferences or incurred in conference travel, and/or
- 3) Substitutes to release staff to attend training during the workday to attend pre-approved BASE professional development programs.
- 4) Cost of course-required book/workbook when used in conjunction with group or individual course funded by these professional development funds.
- 5) Registration procedures and reimbursements shall be administered in accordance with District procedures.
- 6) General Paraeducator Certificate fee of \$74.00. This fee is assessed when a paraeducator applies for a certificate in E-Cert -- do not apply for the certificate until the required hours have been completed.
- 7) Bilingual skills test fee, including test fees associated with bilingual language skills MOU.
- 8) Payment of up to nine hours of the employee's time may be paid through professional development funds, if available, under Section 17.5, to attend pre-approved professional development including Purple Days, staff training or other out of district professional development that occurs outside of scheduled work hours.

The parties will regularly review staff development needs relating to specific job requirements. Representatives of the parties will then jointly determine the type of professional development/training

approved, delivered, or made available to members of the bargaining group. The delivery of professional development opportunities provided by these funds shall not be in violation of Fair Labor Standards Act requirements for employee professional development.

Section 17.5 In further recognition of the value of professional collaboration amongst staff in order to best meet the needs of students, for the 2021-22, 2022-23 and 2023-24 school years, the district will allocate \$100,000 per school year for the purpose of supporting building/department-based job-embedded professional development and collaboration activities. Prior to the start of each of these school years, each building/department will receive a pro-rated share of this allocation based on the number of bargaining unit FTE assigned to a work location. Employees assigned to a particular building/ department will work with their building/department supervisor(s) regarding the use of these funds. Such funds may be used for the following purposes including but not limited to:

- Building/department-centered professional development
- Additional time related to beginning of the school year set-up
- Collaboration with colleagues outside of collaboration already provided through other programs
- Mentoring and Job-alike meetings
- Commensurate compensation for up to nine (9) hours per employee, payable at a rate of \$23.00 per hour, for attending training on designated Staff Development days (aka, “Purple Days”), August Trainings or otherwise outside of contracted days and preapproved by the District. If the BASE PD funds are exhausted, the District, at its discretion, may provide additional funds to enable additional employees to be paid to attend the training on the designated Staff Development days/August Trainings.

Employees may also use banked hours pursuant to Section 7.7 for the purpose, in accordance with that section.

Section 17.6 - Mentoring Program

The District and the Association have determined that maintaining a mentoring program is valuable to the success of new employees in their employment in the District.

- A. Mentor Program Support Systems
 1. The Professional Development Committee will have the responsibility and authority to decide the scope of the mentoring program, including, but not limited to:
 - a) Vision and mission
 - b) Program structure
 - c) Program rollout
 - d) Participant support
 - e) Program evaluation
 2. Mentors shall not evaluate nor contribute to the evaluation of other bargaining unit members.
 3. The committee will determine the process for the selection and assignment of mentors to new employees. Up to eighteen (18) mentees will be supported through this program and no more than two mentees will be assigned to each mentor. Included within the District’s commitment to funding in Section 17.5 (\$100,000), the District will set aside \$10,000 annually to support the Mentor Program including compensation, materials and supplies.

- B. Mentors will have the opportunity to work up to ten hours if mentoring one employee and up to nineteen hours if mentoring two employees. Mentees are provided up to seven hours of time under this program (see chart on page 41-44 for time allocation). Mentor and mentee will be paid at the professional development rate.

ARTICLE XVIII

ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

Each employee subject to this Agreement shall have and shall be protected in the right to freely organize, join, and support the Association, which is the legally recognized exclusive bargaining representative of classified employees as described in Article I of this Collective Bargaining Agreement, for the purpose of engaging in collective bargaining, mutual aid, and protection or institution of grievance proceedings under this Agreement without fear of penalty or reprisal.

The District shall deduct dues as designated by the Association from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Washington Education Association (WEA) on a monthly basis. The dues authorization shall remain in effect from year to year, unless a written request of revocation is submitted to the Association and the District and signed by the employee.

Additionally, WEA-PAC and NEA Fund for Children and Public Education (NEA-FCPE) contributions shall be deducted from the pay of any employee who authorizes such deductions in writing.

The Association shall indemnify and hold the District harmless from all claims asserted and lawsuits commenced by, or on behalf of, any employee due to action taken by the District in strict compliance with this Section; and further, the District will defend the Agreement and consult with the Association, or its designee, respecting all claims, and/or lawsuits, with respect to this Article.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 19.1 - Purpose The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances, or these procedures shall not interfere with regular duties.

Section 19.2 - Definitions

Section 19.2.1 - Grievant A grievant is an employee, a group of employees or, in the case of the Association's contractual rights, the Association. Examples of groups of employees are:

- All employees in a classification
- All employees with the same job title
- All employees in a program

- All employees at a certain location

Names of employees will be listed on the grievance form, but individual signatures are not required.

“Groups of employees” shall not include all members of the bargaining unit.

Section 19.2.2 - Grievance A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.

Section 19.2.3 - Days Days in this procedure are school days except after the school year where they are to be Central Services workdays.

Section 19.2.4 - Grievance Mediation An informal process conducted by a mediator assigned by the Public Employment Relations Commission to attempt to mediate a mutually agreeable resolution or to advise the parties as to the probable outcome if the dispute were to proceed to arbitration. The mediator’s opinion is advisory only. The parties may mutually agree to depart from the formal grievance process at any time in order to address the dispute through grievance mediation. In the event resolution is not achieved through the grievance mediation process, the formal grievance process contained herein shall resume without prejudice to either party.

Section 19.3 - Timelines Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 19.4 - Representation The grievant may waive the Association's involvement in the procedures at any step. If the grievant elects not to have Association representation, the Association shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

Section 19.5 - Process

Section 19.5.1 Step 1 Informal Level - Informal Submission of Grievance to Supervisor

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. In presenting the grievance, the employee may elect to be accompanied by a representative of the Association. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

Section 19.5.2 - Expedited Procedure - In order to expedite the grievance procedure, the parties may agree that Step 2 may be bypassed if the parties determine that the supervisor at that level does not have authority to resolve the grievance.

Section 19.5.3 Step 2 Formal Level - Written Submission of Grievance to Supervisor If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall contain:

- A. A clear and concise statement of the alleged grievance including the facts upon which the grievance is based;
- B. Reference to the specific terms of the Agreement which have been allegedly violated;
- C. Issues involved; and
- D. Remedy sought.

In presenting the grievance, the employee may elect to be accompanied by a representative of the Association. The immediate supervisor will inform the employee and the Association in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

Section 19.5.4 Step 3 Superintendent Level - Written Submission of Grievance to the Superintendent

Section 19.5.4.1 - Individual Grievance If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above.

The Superintendent or their representative will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Association within (10) days of receipt of the grievance.

Section 19.5.4.2 - Association Grievances A grievance which the Association may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Association rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Superintendent. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The Superintendent or their representative and the Association will have ten (10) days from the receipt of the grievance to resolve it.

Section 19.5.5 Step 4 - Arbitration If no settlement is reached in Step 3, the Association may request that the matter be submitted to an arbiter as hereinafter provided.

Section 19.5.5.1 Written notice of a request for arbitration shall be made to the Superintendent within ten (10) days of receipt of the disposition letter at Step 3.

Section 19.5.5.2 Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.

Section 19.5.5.3 When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of Section 19.5.5.4, below, shall apply to the selection of an arbiter.

Section 19.5.5.4 The parties shall jointly request either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. Selection of the specific arbiter will be determined by the procedures utilized by the agency.

Section 19.5.5.5 Arbitration proceedings shall be in accordance with the following:

- A. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
- B. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena, if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
- C. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
- D. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- E. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- F. The costs for the services of the arbiter, including per diem expenses, if any, and their travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. All other costs and expenses will be borne by the party incurring them.
- G. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

Section 19.6 - Binding Effect Agreements arrived at under the provisions of this Article by the representatives of the District and the Union at Steps 1, 2, and 3, or by the arbiter's award, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 19.7 - Limits of the Arbiter The arbiter cannot order the District to take action contrary to law.

Section 19.8 - No Duty to Maintain Status Quo The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

Section 19.9 - Freedom from Reprisal. There will be no reprisals against the grievant or others as a result of their participation in this process.

ARTICLE XX

EVALUATIONS

Section 20.1 Each employee shall be evaluated at least once annually in accordance with the following procedures. In addition to the annual evaluation, a probationary employee or an employee changing job classification or transferring within job classification will be evaluated within the first sixty (60) working days. In addition, an employee may be evaluated when an evaluator identifies performance concerns.

The annual evaluation shall include when pertinent:

1. Areas meeting standard
2. Areas where improvement is needed (requires written comment)
3. Areas that are unsatisfactory (requires a written comment)
4. Areas that are not applicable based on job duties

The employee shall sign the evaluation form, provided the signature does not signify agreement with the content, but rather that the employee has received it. Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation, to be filed in the employee's personnel file. Any employee may request a meeting with their evaluator to discuss the evaluation.

Evaluations for non-annual employees will be completed by June 15, or at least five (5) days prior to the end of the school year; evaluation for annual employees will be completed by June 30.

Section 20.2 If during the school year the evaluator identifies a performance concern/deficiency based on the employee's job description and classification, it shall be made known to the employee.

If the nature of the performance concerns/deficiencies may lead to a less than a "meets standard" overall evaluation rating based on the employee's job description and classification, the evaluator must meet with the employee to review related documentation and develop a plan of improvement that provides specific feedback about the areas of concern, suggestions for improvement in those areas, and support that will be provided to the employee. Such plan may provide for District-paid in-service in the area(s) where improvement is needed.

The employee will be provided with a reasonable amount of time to implement suggestions for improvement.

Nothing in this Section, shall be construed to alter the District's right to discharge an employee, at its discretion, under Section 12.1.

Section 20.3 This Article shall not be construed in any way as prohibiting the District from disciplining or discharging an employee whose performance is deemed to be unsatisfactory. Progressive discipline shall not apply in cases of performance deficiencies covered by this Article.

Section 20.4 By mutual agreement, the parties may amend the evaluation form through Labor Management.

ARTICLE XXI

SALARIES AND EMPLOYEE COMPENSATION

Section 21.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a letter of employment, as early in the school year as feasible, projecting the following information throughout the ensuing school year: hourly rate, hours per day, work schedule, days of vacation, holidays, total compensated days, annual salary, and eligible monthly medical/dental/vision insurance benefits.

Section 21.2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A (2021-22), A-1 (2022-23) and A-2 (2023-24) attached hereto and by this reference incorporated herein.

2021-22 Salary Schedule

- Step 1 New Hire defined as employment from hire date through completion of one year of service. See Section 21.3.
- 5% for wage rates on Appendix A (inclusive of IPD)
- Add new step 8 at 20+ at 2% above current Step 7
- Specialists wage rate shall be \$2.50 above Level A

2022-23 Salary Schedule

- 4.0% ATB inclusive of inflationary adjustments for all positions
- Expand the year 20+ step out by 1%
- Specialists wage rate shall be \$2.50 above Level A

2023-24 Salary Schedule

- 4.0% ATB inclusive of inflationary adjustments for all positions
- Expand the year 20+ step out by 1%
- Specialists wage rate shall be \$2.50 above Level A

Section 21.2.1

- For the 2022-23 school year, the District agrees to adjust the rates on Appendix A in Levels A-G by 4%, inclusive of any inflationary adjustment. In addition, Step 8 at year 20+ placed at 3% above Step 7.
- For the 2023-24 school year, the District agrees to adjust the rates on Appendix A in Levels A-G by 4%, inclusive of any inflationary adjustment. In addition, the Step 8 - year 20+ will be increased to 4% above Step 7.
- The salary schedule adjustments referenced herein are already incorporated in the salary schedules in Appendix A, A-1 and A-2.

- The specialist wage rate shall be \$2.50 above Level A wage rates in 2022-23 and 2023-24.

Positions within general job classifications shall be enumerated on an Appendix B form attached hereto and thereby categorized as to their Appendix A hourly rate. Appendix B is by this reference incorporated herein.

Section 21.3 - Salary schedule placement and accrual of years of service for salary step movement

All new employees shall be placed on Step 1 (New Hire) of the salary schedule at the time of their hire, unless they are entitled to advance placement by virtue of applicable employment in a Washington state school district, including Bellingham School District. Employees shall document work experience on the District's employment verification form. Employees will be credited for experience only after the District receives and verifies the appropriate documentation.

Employees, including temporary employees, shall accrue years of service experience for advancement on the wage schedule, where eligible, according to the following procedure:

- Employees hired in any given school year prior to February 1 of said school year shall be credited with one full year of experience towards movement on the steps of the salary schedule on September 1 of the following school year.
- Employees hired in any given school year on February 1 or thereafter shall be credited with one full year of experience towards movement on the steps of the salary schedule on September 1 of the second school year following their hiring.

Section 21.4 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 21.5 Employees shall be paid in equal monthly payments through August of the applicable school year for all assigned compensable hours (hours of work, vacation, and holiday) multiplied by the hourly rate. The District will make adjustments as required.

Section 21.6 Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per mile basis at the current IRS rate.

Section 21.7 Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

ARTICLE XXII

TERM AND SEPARABILITY OF PROVISIONS

Section 22.1 The term of this Agreement shall be September 1, 2021, to August 31, 2024.

Section 22.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 22.3 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. This Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which directly affects the terms and

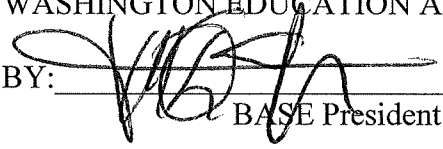
conditions herein or creates authority to alter personnel practices. This Agreement shall be reopened as provided in Section 6.1.

Section 22.4 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 hereby.


Section 22.5 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 22.6 In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 22.3.

Dated this 21 day of Oct, 2021

For BELLINGHAM ASSOCIATION OF
SCHOOL EMPLOYEES, AN AFFILIATE OF
WASHINGTON EDUCATION ASSOCIATION
BY:  _____
BASE President

Dated this 20th day of October, 2021

For BELLINGHAM PUBLIC SCHOOLS
BY:  _____
Superintendent

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BELLINGHAM ASSOCIATION OF SCHOOL EMPLOYEES
AND BELLINGHAM PUBLIC SCHOOLS

2021-22, 2022-23 and 2023-24 PROFESSIONAL DEVELOPMENT SYSTEM

The parties agree as follows:

1. A Joint Committee including members of the current BASE Professional Development committee will consist of no more than six (6) representatives from each party participating in the professional development (PD) system creation. The Superintendent will appoint up to six (6) District representatives and the Association President(s) will appoint up to six (6) representatives. The maximum of twelve (12) members is inclusive of the members of the existing annual BASE PD committee.
2. The committee shall continue to meet on a pre-arranged schedule agreeable to the Joint Committee members. The District will provide release time for BASE Joint Committee representatives and substitute costs will be allocated pursuant to Section 4.5. Association leave will not be charged for committee members on this professional development project. Meetings occurring outside of any committee member's workday will be compensated at the employee's hourly rate.
3. The parties will jointly develop a professional development system for BASE members. Funding for this system of professional learning will be supported by the \$10,000 PD fund noted in Section 17.4 (for Individual Choice/Employee Directed PD) and \$100,000 noted in Section 17.5 for building based professional collaboration and the mentoring program in Section 17.6. In addition, the District is committed to annually providing funds to support learning opportunities for BASE members that are deemed necessary for their development and participation as employees of their schools, programs, and the school district overall.

The professional development system includes the following categories of professional learning opportunities:

- a. Individual Choice/Employee-Directed PD shall be consistent with Article XVII of the BASE collective bargaining agreement unless otherwise agreed to by the committee.
- b. Building/Program-Directed and District-Directed Job-embedded opportunities shall be consistent with Section 17.5 of the BASE collective bargaining agreement unless otherwise agreed to by the committee.
- c. The mentoring program as referenced in Section 17.6.

The parties will work together regularly to gather input from BASE members, school principals, and district leaders to determine the nature of available opportunities within each of these three defined categories.

4. The parties agree to negotiate any impact the recommendations of the committee may have on the provisions of the CBA.

5. No employee will suffer a loss of salary as a result of the Joint Committee work.

BASE Professional Development Learning Opportunities

- Mentor program for paraeducators and administrative assistants.
- New employees attend new employee orientation; combine with mentor program and training for first year employees/BASE members.
- Professional development options for new employees – Funding source could be part of FCS funds, \$100,000 school/department funds and/or \$10,000 general allocation used for time outside of the regular workday/hours and registration/travel costs.
- The Fundamental Course of Study and General Paraeducator Certificate Program are required for paraeducators working as instructional support for K-12 when funded by the Legislature. If no funding is provided, then this training is not a requirement. 14 hours have been funded during the 2021-22 school year.
- Paraeducator Fundamental Course of Study – 14 hours at \$23.00 professional development rate offered to paraeducators working as instruction support for K-12. This excludes bus attendants and preschool paraeducators. Paraeducators who are not working in a K-12 instructional support role category may participate in FCS training and access up to nine (9) professional development hours referenced in Section 17.5.
- General Paraeducator Certificate–14 hours at \$23.00/hour professional development rate for 2021-22 school year. Offered to paraeducators working as instruction support for K-12 who have completed the Fundamental Course of Study. This excludes bus attendants and preschool paraeducators. Paraeducators who are not working in a K-12 instructional support role category may participate in FCS training and access up to nine (9) professional development hours referenced in Section 17.5.
- The District will receive reimbursement from OSPI to support FCS training costs when funded by the legislature.
- Professional development funds of \$100,000 will be distributed to schools/departments annually. BASE employees using these funds for participation in training outside of their regular workday/hours will be paid a professional development rate of \$23/hour. Unused funds from the 2020-21 school year from this allocation will roll over into the 2021-22 school year professional development fund.
- Special education department training costs will be paid with special education funds (i.e., Right Response, Paraeducator Institute in August.) Rate of pay: professional development rate of \$23.00/hour if outside of their regular workday/hours.

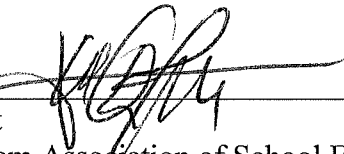
BASE Mentor Program	Activity	Costs
BASE Mentor Reference Section 17.6	Mentors (maximum of 9)	Up to ten hours when mentoring one employee and up to nineteen hours when mentoring two employees. Consists of: <ul style="list-style-type: none"> • One hour of mentor training • Two hours of planning for mentor activities per mentee • One-hour initial meeting with per mentee • Up to six one-hour mentoring sessions per mentee
	Mentees (maximum of 18)	Seven hours of mentor activities including: <ul style="list-style-type: none"> • One-hour initial meeting with mentor • Up to six one-hour mentoring sessions
Mentor Program Costs		Total budget \$10,000 (included within \$100,000 in Section 17.5)
Paraeducator Fundamental Course of Study	Participants	Pay/Costs
Reference BASE CBA Memorandum of Understanding	<ul style="list-style-type: none"> • The Fundamental Course of Study and General Paraeducator Certificate Program are required for paraeducators working as instructional support for K-12 when funded by the Legislature. If no funding is provided, then this training is not a requirement. • 14 hours have been funded during the 2021-22 school year. • Continuation of the FCS and General Paraeducator Certificate Programs beyond the 2021-22 school year are dependent on funding by the Legislature. 	<ul style="list-style-type: none"> • Paraeducator Fundamental Course of Study – 14 hours at \$23.00 professional development rate. Offered to paras working as instruction support for K-12. This excludes bus attendants and preschool paras. • General Paraeducator Certificate– 14 hours at \$23.00/hour professional development rate for 21-22 school year. Offered to paras working as instruction support for K-12 who have completed the Fundamental Course of Study.

<p>Paraeducators exempt from OSPI Fundamental Course of Study requirements</p>	<p>Preschool paraeducators, supervision paraeducators and bus attendants are not required by OSPI to complete FCS training. However, all paraeducators may participate in the FCS trainings.</p>	<p>Exempt paraeducators may receive compensation for up to nine (9) hours per employee, payable at a professional development rate of \$23.00 per hour, for attending FCS training. The funding source is from the building/department allocation pro-rated based on BASE member FTE (Refer to Section 17.5).</p>
<p>FCS Funding Source</p>		<p>District reimbursement from OSPI for FCS and General Paraeducator Certificate program participation.</p> <p>The district will submit the data in iGrants 918 form package regarding the number of paraeducators who receive 14 hours of training on the certificate program from July 1, 2021, through September 1, 2022, for the 2021-22 school year. The final reimbursement rate will be established based on the number of paraeducators that were trained in the state.</p>
<p>Section 17.4 – Staff Development only</p>	<p>Employee Choice</p>	<p>\$10,000 annually for 2 years</p>
<ul style="list-style-type: none"> • Cost of instructors • Registration fees, meals, travel expenses • Substitute costs • Costs of books, materials • Pre-approved training • General Paraeducator Certificate Fee • Bilingual speaking and listening skills test fee including test fees associated with bilingual language skills MOU 	<p>Up to \$250 per person for registration/books/materials/travel</p>	<p>\$23/hour professional development rate if outside regular work hours.</p> <p>Payment for employee’s time (up to nine hours) if outside of employee’s regular workday may be accessed through professional development funds, if available, in Section 17.5</p>


Section 17.5 Professional collaboration	Building/Department job-embedded professional development and collaboration activities	\$100,000 allocated annually for each school year
Funds allocated to the schools/departments are pro-rated based on BASE member FTE	<ul style="list-style-type: none"> • Building/department-centered professional development 	Professional Development rate: \$23/hour
	<ul style="list-style-type: none"> • Additional time related to beginning of the school year set-up • Collaboration with colleagues outside of collaboration already provided through other programs 	Regular hourly rate
	<ul style="list-style-type: none"> • Mentoring • Job-alike meetings and training. 	<p>Supervisor requests for mentoring/ collaboration outside of the regular workday is paid at the regular hourly rate.</p> <p>Supervisor requests for job alike collaboration time outside of regular work hours is paid at the regular hourly rate.</p> <p>Job alike and/or mentor training is paid at the professional development rate of \$23/hour.</p>
	<p>Commensurate compensation for up to nine (9) hours per employee, payable at a rate of \$23.00 per hour, for attending training such as:</p> <ul style="list-style-type: none"> • Designated Staff Development days (aka, “Purple Days”) • Administrative Assistant August Training or otherwise outside of contracted days and preapproved by the District. 	<p>Professional Development rate: \$23/hour</p> <p>If the BASE PD funds are exhausted, the District, at its discretion, may provide additional funds to enable additional employees to be paid to attend the training on the designated Staff Development days/ Administrative Assistant August Training</p>

	<ul style="list-style-type: none"> Employees may use banked hours pursuant to Section 7.7 for participation in professional development. 	
		Total Allocation annually: \$100,000 (inclusive of \$10,000 mentoring program)
Paraeducator Institute August Training	Annually (August)	Funding Source: Paid through special education funds

Date: 10/21/21

Signed:  _____
 President
 Bellingham Association of School Employees

Date: 10/20/2021

Signed:  _____
 Superintendent
 Bellingham Public Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BELLINGHAM ASSOCIATION OF SCHOOL EMPLOYEES
AND BELLINGHAM PUBLIC SCHOOLS

Bilingual Language Skills

Bellingham Public Schools and BASE jointly recognize the diversity of languages expressed in our school community and the importance of inclusive educational practices. In order to better meet the needs of our students, staff and community, BASE and the District agree to collaboratively work together prior to November of 2021 to establish a method of bilingual skills recognition to be implemented during the 2021-22 school year. The parties will create a subcommittee to design the method in which bilingual skills will be recognized in a BASE employee's wage rate according to the following parameters.

Different buildings may need to recognize different languages based on information gathered on languages expressed in the home. In such cases where a language has been identified at a school site, an employee may initiate a request to be eligible for a \$.40 per hour wage premium for all hours worked for that school year. In order to be eligible, there must also be principal or supervisor support that the employee's position regularly provides bilingual support to a building or program through the course of the school year. Such designations (language and frequency of support) will be reassessed on an annual basis. This support is separate and distinct from interpreter support provided in our school sites. Employees will also be assessed and required to meet proficiency on verbal and listening language skills in the identified language(s). A visual language skills assessment will be used to determine American Sign Language (ASL) proficiency.


Prior to the end of the 2021-22 school year, the parties will meet to evaluate the program and plan for future implementation.

Date: 10-21-21

Signed: 

President
Bellingham Association of School Employees

Date: 10/20/2021

Signed: 

Superintendent
Bellingham Public Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BELLINGHAM ASSOCIATION OF SCHOOL EMPLOYEES
AND BELLINGHAM PUBLIC SCHOOLS

FUNDAMENTAL COURSE OF STUDY and GENERAL PARAEDUCATOR CERTIFICATE

The District and Association recognize the requirement to provide sufficient training for paraeducators to meet new legal requirements. The District agrees to provide fundamental course of study hours sufficient for staff to achieve the required fourteen (14) hours during the 2021-22 school year pursuant to RCW 28A.413.060.

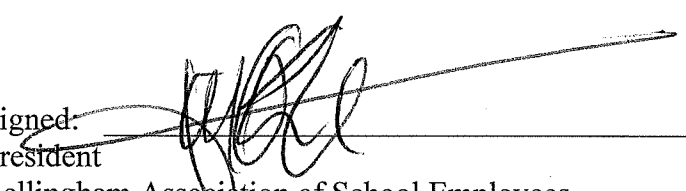
Beginning with the 2021-22 school year, the District will provide 14 hours of training towards the general paraeducator certificate to all paraeducators who have completed their 28 hours of Fundamental Course of Study training. These 14 hours will be provided from approved clock hour providers between August 31, 2021 and September 1, 2022. Paraeducators will be paid for their in-person and online training time for up to and including 14 hours.

If state funding is provided for the 2022-23 and/or 2023-24 school years, the District will provide the additional state funded hours of training. The scheduling of these hours will be scheduled by the District and may include additional time beyond the normal employee workdays payable at a training rate of \$23.00 per hour, or release time during the employee's normal workday.

The hours shall apply to all instructional paraeducators with the exception of preschool, bus attendants and supervision only paraeducators.


Such hours shall be worked in a manner that does not trigger overtime. All hours worked will be calculated in accordance with Section 7.13 of the collective bargaining agreement.

Date: 10-21-21

Signed: 

President
Bellingham Association of School Employees

Date: 10/20/2021

Signed: 

Superintendent
Bellingham Public Schools

BELLINGHAM PUBLIC SCHOOLS
BASE Salary Schedule

2021-22 Salary Schedule								
Step/Years	A	B	C	D	E	F	G	Specialist
1 (New Hire)	\$24.45	\$23.29	\$22.18	\$21.12	\$20.11	\$19.16	\$18.24	\$26.95
2 (1-2)	\$25.67	\$24.45	\$23.29	\$22.18	\$21.12	\$20.12	\$19.15	\$28.17
3 (3-4)	\$26.31	\$25.05	\$23.87	\$22.73	\$21.65	\$20.61	\$19.64	\$28.81
4 (5-6)	\$27.48	\$26.17	\$24.93	\$23.74	\$22.61	\$21.54	\$20.51	\$29.98
5 (7-9)	\$28.86	\$27.49	\$26.18	\$24.93	\$23.74	\$22.62	\$21.54	\$31.36
6 (10-14)	\$30.86	\$29.39	\$27.99	\$26.66	\$25.39	\$24.18	\$23.03	\$33.36
7 (15-19)	\$33.92	\$32.31	\$30.77	\$29.30	\$27.91	\$26.58	\$25.32	\$36.42
8 (20+)	\$34.60	\$32.96	\$31.39	\$29.89	\$28.47	\$27.11	\$25.83	\$37.10

*BASE Specialists include Brailist, LPN/RN, Educational Interpreter/Tutor

BELLINGHAM PUBLIC SCHOOLS
BASE Salary Schedule

2022-23 Salary Schedule								
Step/Years	A	B	C	D	E	F	G	Specialist
1 (New Hire)	\$25.43	\$24.22	\$23.07	\$21.96	\$20.91	\$19.93	\$18.97	\$27.93
2 (1-2)	\$26.70	\$25.43	\$24.22	\$23.07	\$21.96	\$20.92	\$19.92	\$29.20
3 (3-4)	\$27.36	\$26.05	\$24.82	\$23.64	\$22.52	\$21.43	\$20.43	\$29.86
4 (5-6)	\$28.58	\$27.22	\$25.93	\$24.69	\$23.51	\$22.40	\$21.33	\$31.08
5 (7-9)	\$30.01	\$28.59	\$27.23	\$25.93	\$24.69	\$23.52	\$22.40	\$32.51
6 (10-14)	\$32.09	\$30.57	\$29.11	\$27.73	\$26.41	\$25.15	\$23.95	\$34.59
7 (15-19)	\$35.28	\$33.60	\$32.00	\$30.47	\$29.03	\$27.64	\$26.33	\$37.78
8 (20+)	\$36.34	\$34.61	\$32.96	\$31.38	\$29.90	\$28.47	\$27.12	\$38.84

*BASE Specialists include Brailist, LPN/RN, Educational Interpreter/Tutor

BELLINGHAM PUBLIC SCHOOLS

BASE Salary Schedule

2023-24 Salary Schedule								
Step/Years	A	B	C	D	E	F	G	Specialist
1 (New Hire)	\$26.45	\$25.19	\$23.99	\$22.84	\$21.75	\$20.73	\$19.73	\$28.95
2 (1-2)	\$27.77	\$26.45	\$25.19	\$23.99	\$22.84	\$21.76	\$20.72	\$30.27
3 (3-4)	\$28.45	\$27.09	\$25.81	\$24.59	\$23.42	\$22.29	\$21.25	\$30.95
4 (5-6)	\$29.72	\$28.31	\$26.97	\$25.68	\$24.45	\$23.30	\$22.18	\$32.22
5 (7-9)	\$31.21	\$29.73	\$28.32	\$26.97	\$25.68	\$24.46	\$23.30	\$33.71
6 (10-14)	\$33.37	\$31.79	\$30.27	\$28.84	\$27.47	\$26.16	\$24.91	\$35.87
7 (15-19)	\$36.69	\$34.94	\$33.28	\$31.69	\$30.19	\$28.75	\$27.38	\$39.19
8 (20+)	\$38.16	\$36.34	\$34.61	\$32.96	\$31.40	\$29.90	\$28.48	\$40.66

*BASE Specialists include Brailist, LPN/RN, Educational Interpreter/Tutor

**BELLINGHAM PUBLIC SCHOOLS
BASE Titles and Levels**

Classification

Level	Para-Educators	Administrative Assistant	Business/Accounting	Educational Support	Code
A	Sped - Intervention Team		Payroll Technician		295-315
B	Sped - Job Coach OT/PT Assistant	Elem Principal Admin. Asst. MS Principal Admin. Asst. HS Principal Admin. Asst. Transportation Admin. Asst. Substitute Coordinator/Admin. Asst. Dept. of DTL Admin. Asst. Food Services Admin. Asst. Sped Prog. Compliance Admin. Asst. High School Registrar	ASB Bookkeeper Accounts Payable Technician Accounts Receivable Technician Accounting/Food Service Techn. Purchasing Technician	High School & Beyond Coordinator Theatre Technician HS/MS Campus Monitor	274-294
C	Sped - Lifeskills Sped - Community Transitions Sped - EBD Program Sped - AIMS (Access in the Mainstream Setting) GRADS Site Supervisor/Child Care Lead	Buildings & Grounds Admin. Asst. Facilities & Sustainability Adm. Asst. MS Registrar & Student Serv Admin Asst.		Print Shop Operator	253-273
D	Student Success Paraeducator Early Childhood Intervention Paraeducator	Sped Program Admin Asst. Family Engagement Admin. Asst. High School Activ. Admin. Asst.		Print Shop Assistant	232-252
E	Library Technician Multilingual Learner Paraeducator Sped - Preschool GRADS Child Care Lead Multi-Program Paraeducator Paraeducator E	HS Asst. Principal Admin. Asst. HS Counseling Admin. Asst. MS Asst. Principal Admin. Asst. Options High School Admin. Asst. Community Trans. Admin. Asst. District Office Receptionist Traffic Safety Admin. Asst. Facility Use Admin. Asst.			211-231
F	Academic Support Title I Sped - Resource Options Extended Learning	Elementary Office Assistant Sped High School Admin. Asst.		Health Room Assistant	190-210
G	Student Superv./General Ed Duty School Bus Attendant Library Assistant Media Services-SHS Adaptive PE	Middle School Admin. Asst. Middle School Athl. Admin. Asst.			169-189
Specialists					
Braillist LPN/RN Educational Interpreter/Tutor					

BASE Classification Factor Ratings

Appendix C

Level	Classification	Job Title	K&S	PS	Resp	P&O	WC	K&S	PS	Resp	P&O	WC	Total Calc	Reclass
A	PARA A	Special Ed Program, Intervention Team	E	D	D	D	D	90	60	60	60	D	315	11/30/2018
A	BA A	Payroll Technician	E	D	D	D	C	90	60	60	60	C	304	12/11/2017
B	ESS B	High School & Beyond Coordinator	D	D	D	D	C	75	60	60	60	C	289	
B	PARA B	Special Ed, Job Coach/Job Developer	D	D	D	D	C	75	60	60	60	C	289	
B	ESS B	Theatre Tech	D	D	D	C	D	75	60	60	45	D	285	
B	ESS B	HS Campus Monitor	D	D	D	C	D	75	60	60	45	D	285	2/26/2015
B	PARA B	OT/PT Assistant	D	D	C	D	D	75	60	45	60	D	285	
B	BA B	Accounts Payable Technician	D	D	D	D	B	75	60	60	60	B	278	12/1/2019 nc
B	BA B	Accounting/Food Services Technician	D	D	D	D	B	75	60	60	60	B	278	12/1/2019 nc
B	BA B	Purchasing Tech	D	D	D	D	B	75	60	60	60	B	278	12/1/2019 nc
B	BA B	Accounts Receivable Technician	D	D	D	D	B	75	60	60	60	B	278	12/18/2019
B	Admin Asst B	High School Registrar	D	D	D	D	B	75	60	60	60	B	278	12/17/2015
B	Admin Asst B	Dir of Instr Tech, Lib, Online Lrng Admin Asst	D	D	D	D	B	75	60	60	60	B	278	9/12/2012
B	Admin Asst B	Prog Admin of Fed & Special Prog Admin Asst	D	D	D	D	B	75	60	60	60	B	278	3/15/2013
B	Admin Asst B	Dir of Special Education Admin Asst	D	D	D	D	B	75	60	60	60	B	278	9/12/2012
B	Admin Asst B	ELL Data Management Admin Asst	D	D	D	D	B	75	60	60	60	B	278	3/15/2013
B	Admin Asst B	Dir of Curriculum and Instruction Admin Asst	D	D	D	D	B	75	60	60	60	B	278	3/15/2013
B	Admin Asst B	Dir of Transportation Admin Asst	D	D	D	D	B	75	60	60	60	B	278	11/1/2013
B	Admin Asst B	Sub Coordinator/ Human Resources Admin Asst	D	D	D	D	B	75	60	60	60	B	278	1/4/2016
B	Admin Asst B	Food Services Admin Asst	D	D	D	D	B	75	60	60	60	B	278	12/11/2017
B	Admin Asst B	Special Ed Program Compliance Admin Asst	D	D	D	D	B	75	60	60	60	B	278	12/11/2017
B	Admin Asst B	CTE Admin Asst.	D	D	D	D	B	75	60	60	60	B	278	11/30/2018
B	BA B	HS ASB Bookkeeper	D	D	D	C	C	75	60	60	45	C	274	
B	Admin Asst B	HS Principal Admin Asst	D	D	D	C	C	75	60	60	45	C	274	
B	Admin Asst B	MS Principal Admin Asst	D	D	D	C	C	75	60	60	45	C	274	
B	Admin Asst B	Elementary Principal Admin Asst	D	D	D	C	C	75	60	60	45	C	274	
B	SPEC B	Braillist	D	D	D	C	C	75	60	60	45	C	274	
C	PARA C	SpEd, Life Skills Para	E	C	C	D	C	90	45	45	60	C	274	
C	PARA C	SpEd, Community Transition Para	D	D	C	C	D	75	60	45	45	C	270	
C	PARA C	Para, AIMS (Accessing the Mainstream Setting)	D	D	C	C	D	75	60	45	45	C	270	
C	PARA C	Para, Special Ed, EBD program	D	D	C	C	D	75	60	45	45	C	270	new 5/25/2016
C	Admin Asst C	Maintenance Department Admin Asst	D	D	C	D	B	75	60	45	60	B	263	02/03/16 nc
C	Admin Asst C	Facilities & Sustainability Admin Asst.	D	D	C	D	B	75	60	45	60	B	263	
C	Admin Asst C	MS Registrar & Student Services Admin Asst	D	D	C	C	C	75	60	45	45	C	259	12/1/2019
C	PARA C	Para, GRADS Child Care Lead/Site Supervisor	D	C	C	C	D	75	45	45	45	D	255	12/11/2017
C	ESS C	Print Shop Operator	D	B	C	D	D	75	30	45	60	D	255	12/15/16 nc
C	SPEC C	Licensed Practical Nurse	E	C	C	B	D	90	45	45	30	D	255	
D	Admin Asst D	Office of Family Engagement Admin Asst	D	C	C	C	C	75	45	45	45	C	244	new 06/23/14
D	ESS D	Print Shop Operator Assistant	D	B	B	D	D	75	30	30	60	D	240	

BASE Classification Factor Ratings

Appendix C

Level	Classification	Job Title	K&S	PS	Resp	P&O	WC	K&S	PS	Resp	P&O	WC	Total Calc	Reclass
D	Admin Asst D	HS Activities Admin Asst	C	C	C	D	B	60	45	45	60	23	233	4/16/2015
D	PARA D	Student Success Coordinator	D	C	C	C	C	75	45	45	45	34	244	12/10/2020
D	PARA D	Early Childhood Intervention Para	C	C	C	C	D	60	45	45	45	45	240	new 12/10/20
D	Admin Asst D	Special Ed Program Admin Asst	C	C	C	D	B	60	45	45	60	23	233	02/22/16 nc
E	Admin Asst E	HS Assistant Principal Admin Asst	C	C	C	C	C	60	45	45	45	34	229	
E	Admin Asst E	Options High School Admin Asst	C	C	C	C	C	60	45	45	45	34	229	
E	Admin Asst E	Community Transitions Admin Asst.	C	C	C	C	C	60	45	45	45	34	229	new 12/1/2019
E	PARA E	Para, Elementary Multi-Program	C	C	C	B	D	60	45	45	30	45	225	9/14/2014
E	PARA E	Para, Special Ed, Preschool	C	C	C	B	D	60	45	45	30	45	225	12/1/2019 nc
E	PARA E	Grads Child Care Lead	C	C	C	B	D	60	45	45	30	45	225	12/11/2017
E	PARA E	Paraeducator (incl. MS Social Emotional Learning)	C	C	C	B	D	60	45	45	30	45	225	11/30/2018
E	Admin Asst E	Traffic Safety Education Admin Asst	C	C	C	C	B	60	45	45	45	23	218	5/10/2018
E	Admin Asst E	Facility Use Admin Asst	C	C	B	D	B	60	45	30	60	23	218	5/10/2018
E	PARA E	Para, Library E	D	C	B	B	C	75	45	30	30	34	214	03/18/13 nc
E	PARA E	Para, Multilingual Learner (formerly ELL)	D	C	B	B	C	75	45	30	30	34	214	
E	Admin Asst E	MS Assistant Principal/Attendance Admin Asst	C	C	C	B	C	60	45	45	30	34	214	
E	Admin Asst E	HS Counseling Admin Asst	C	B	C	C	C	60	30	45	45	34	214	
E	Admin Asst E	District Office Receptionist	C	B	B	D	C	60	30	30	60	34	214	4/30/2013
E	SPEC E	Educational Interpreter/Tutor	E	B	B	B	C	90	30	30	30	34	214	
F	Admin Asst F	HS Special Ed Admin Asst	C	B	C	C	B	60	30	45	45	23	203	2/22/2016
F	Admin Asst F	Elementary Office Asst F	C	B	C	B	C	60	30	45	30	34	199	12/1/2019 nc
F	PARA F	Para, Academic Support	C	C	B	B	C	60	45	30	30	34	199	03/28/17 nc
F	ESS F	Health Room Assistant (Changed from Paraeducator to Educ. Supp 8/2021)	C	B	C	B	C	60	30	45	30	34	199	New 2/25/20
F	PARA F	Para, Title I	C	C	B	B	C	60	45	30	30	34	199	
F	PARA F	Para, Special Ed, Resource Room	C	C	B	B	C	60	45	30	30	34	199	02/13/17 nc
F	PARA F	Para, Options Extended Learning	C	C	B	B	C	60	45	30	30	34	199	
G	PARA G	Para, Library G	C	B	B	B	C	60	30	30	30	34	184	
G	PARA G	Para, Student Supervision	B	B	C	B	C	45	30	45	30	34	184	
G	PARA G	School Bus Attendant	B	B	B	B	D	45	30	30	30	45	180	
G	Admin Asst G	MS Admin Asst and MS Athletic Admin Asst	C	B	B	B	B	60	30	30	30	23	173	
G	PARA G	Para, Media Services (Sehoma)	B	B	B	B	B	45	30	30	30	23	158	

CLASSIFICATION FACTORS FOR BELLINGHAM BASE UNIT

FACTOR	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
<p><u>Knowledge & Skills:</u> Each job in the Bellingham School District demands a certain level of knowledge and skills to fulfill job requirements. Knowledge and skills may be practical, technical, or experiential and may be obtained through any combination of experience, education, or training. Each job requires a certain level of interpersonal skills and the ability to communicate effectively.</p>	<p>Knowledge of standardized tasks carried out within clearly defined parameters.</p> <p>Basic interpersonal and communication skills are applied to clear-cut and directly related tasks.</p> <p>This position requires a high school diploma or equivalent (GED).</p>	<p>Specific operational knowledge, skills, and abilities are carried out within established procedures.</p> <p>Demonstrated interpersonal and communication skills are applied to functional activities and related tasks.</p> <p>The position requires a high school diploma or equivalent (GED).</p>	<p>Broad expertise that comes from education or experience requiring the interpretation and practical application of principals, techniques, or theory in a specialized area or a variety of program areas. In the alternative, be able to assist with instruction and supervision of students under the direction of certificated staff.</p> <p>Intermediate interpersonal and communication skills are applied to functional activities and to a succession of activities and groups.</p> <p>The position requires a minimum of two (2) years of post-secondary training related to job responsibilities, or test completion, or equivalent work experience related to job responsibilities, or a combination thereof.</p>	<p>Technical knowledge, skills and abilities requiring interpretation, analysis, and application of principles; techniques, policies, and/or procedures in a specialized area or a variety of program areas, in the alternative, be able to implement multiple instructional, behavioral and/or safety-related strategies.</p> <p>Strong interpersonal and communication skills are applied to a succession of activities and groups.</p> <p>This position requires a minimum of two (2) years of post-secondary preparation, specialized training, or equivalent experience in specific job-related subject matter, or a combination thereof.</p>	<p>Specialized knowledge, skills & abilities requiring interpretation, analysis, and application of principles, techniques, policies, and/or procedures in a specialized area or a variety of program areas.</p> <p>Advanced interpersonal and communication skills are applied to a succession of activities and groups.</p> <p>This position requires at least two (2) years of post-secondary preparation, specialized training, or equivalent experience in specific job-related subject matter, and a special license certification, or a 4-year bachelor degree in the specialized program area(s) required by this position.</p>
FACTOR	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
<p><u>Problem Solving:</u> East job presents problems to be solved. Problems may require varying levels of analysis, independent thought, creativity, resourcefulness, or judgment. This factor measures the complexity of thinking, creativity, and problem solving demanded by the job.</p>	<p>Work situations are routine and regularly recurring, requiring attention and concentration but little to no discretion.</p>	<p>Activities, processes and operations are interrelated and of a similar scope. Judgment is required to detect factual differences, shift priorities, and determine effective methods within general routines, guidelines, or procedures.</p>	<p>Varied situations require a search for solution; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.</p>	<p>Problems are multi-dimensional. Tradeoffs and risks must be considered. Situations to be resolved include circumstances, facts, and issues that are often different from those encountered in the past. The employee must use creativity and consider possible alternatives and consequences before selecting a solution; and prioritizing the activities that need to be accomplished.</p>	

FACTOR	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
<p><u>Responsibility:</u> Each job requires a certain level of responsibility for students, carrying out the District program, materials, equipment, and/or financial resources. This factor measures the scope and level of responsibility, the level of autonomy or authority to direct one's work or the work of others, and the consequences of committing an error.</p>	<p>Follows established routines and requires limited independent judgment and limited scope of responsibility. Generally needs approval when deviating from established routines or procedures. Minimal consequences for committing an error and/or errors are likely to be detected before affecting students, programs or school assets</p>	<p>Exercises independent judgment in consultation with supervisor and/or other employees. Alternatively, employee implements instructional or behavioral programs with frequent and specific direction. Decisions are required to meet expected results within prescribed areas. Moderate consequences for committing an error, another position is responsible for detecting errors in the work of this position.</p>	<p>Exercises a high degree of independent judgment and makes decisions within the scope of the job responsibilities.</p> <p>Alternatively, employee implements instructional and behavioral programs with intermittent direction.</p> <p>Serious consequences for committing an error that could result in some District liability; other positions have minimal responsibility and/or access in order to detect errors made.</p>	<p>Exercises a high degree of independent judgment and has the authority to interpret and apply District or school policies and procedures.</p> <p>Alternatively, employee implements instructional and behavioral programs without supervision for extended periods of time.</p> <p>Substantial and significant consequences for committing an error that can jeopardize District programs, students, or school assets; the independent work of this position does not allow other positions to detect serious errors.</p>	
FACTOR	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
<p><u>Planning & Organization:</u> This factor measures the requirements of a job to plan and organize projects, programs, and/or activities. This factor includes organizing various elements, tracking progress, assisting in individual stages or phases, and integrating activities or functions.</p>	<p>Position is primarily responsible for own work product and requires limited planning or organizing of job duties.</p>	<p>Requires planning and organizing one's own work and coordinating one's work with the work of others. Planning and/or coordinating may include arranging completion dates, sharing information, merging work products or work efforts, and/or scheduling meetings.</p>	<p>Requires planning and organizing of own work AND others' work, integration of various individual efforts, and monitoring and scheduling of work to ensure the successful completion of an activity or project.</p>	<p>Requires planning and organizing of department work with others' work at multiple sites/schools or ensure the successful completion of work for a district-wide program or department.</p>	
FACTOR	LEVEL A	LEVEL B	LEVEL C	LEVEL D	LEVEL E
<p><u>Working Conditions:</u> Each job is performed under particular working conditions. Working conditions include the number and frequency of interruptions, deadlines and stressful communications. The work environment can include adverse weather conditions, safety risks, potential for job-related injury, exposure to blood-borne pathogens, risk of assault, and risks associated with vehicular traffic in non-office situations.</p>	<p>Work regularly performed under ordinary risks or discomfort that requires normal safety precautions.</p> <p>Low risk for exposure to blood-borne pathogens, health or safety issues, and/or emotionally charged interactions. There are few interruptions and deadlines.</p>	<p>Work regularly performed under moderately adverse conditions that do not represent a clear risk to health or safety.</p> <p>Employee may have occasional exposure to adverse weather conditions, emotionally charged situations, blood-borne pathogens, interruptions, and/or deadlines.</p>	<p>Work regularly performed under conditions requiring special safety or health precautions associated with adverse weather conditions, vehicular traffic, school security issues, and/or exposure to blood-borne pathogens.</p> <p>Employee may have regular exposure to emotionally charged situations.</p> <p>Alternatively, the employee may experience exertion with lifting people and/or equipment less than 50 pounds on a regular basis.</p>	<p>Work regularly performed that exposes the employee to students' personal hygiene habits, blood-borne pathogens, and infectious diseases.</p> <p>Employee has frequent exposure to school security issues, emotionally charged situations, and/or the risk of assault.</p> <p>Employee is required to physically restrain students when necessary and de-escalate volatile situations.</p> <p>Alternatively, the employee engages in work that regularly requires bending, twisting, repetitive physical movements, and the lifting/restraining/ or transporting of people or equipment that weigh more than 50 pounds.</p>	

Factor Weights and Point Distribution

315 Point System

Factor	Approx Weight	Level A	Level B	Level C	Level D	Level E
Knowledge & Skills	25%	30	45	60	75	90
Problem Solving	20%	15	30	45	60	
Planning & Organization	20%	15	30	45	60	
Responsibility	20%	15	30	45	60	
Working Conditions	15%	11	23	34	45	

*Note: Level E is treated as an outlier in calculating the approximate weights.

Appendix C: Factors and Levels

BELLINGHAM POINT FACTOR CLASSIFICATION SYSTEM

KNOWLEDGE AND SKILLS

Each job in the Bellingham Public Schools demands a certain level of knowledge and skills to fulfill job requirements. Knowledge and skills may be practical, technical, or experiential and may be obtained through any combination of experience, education, or training. Each job requires a certain level of interpersonal skills and the ability to communicate effectively.

Level A: Knowledge of standardized tasks carried out within clearly defined parameters.

Basic interpersonal and communication skills are applied to clear-cut and directly related tasks.

The position requires a high school diploma or equivalent (GED).

Level B: Specific operational knowledge, skills, and abilities are carried out within established procedures.

Demonstrated interpersonal and communication skills are applied to functional activities and related tasks.

The position requires a high school diploma or equivalent (GED).

Level C: Broad expertise that comes from education or experience requiring the interpretation and practical application of principles, techniques, or theory in a specialized area or a variety of program areas. In the alternative, be able to assist with instruction and supervision of students under the direction of certificated staff.

Intermediate interpersonal and communication skills are applied to functional activities and to a succession of activities and groups.

The position requires a minimum of two (2) years of post-secondary training related to job responsibilities, or test completion, or equivalent work experience related to job responsibilities, or a combination thereof.

Level D: Technical knowledge, skills and abilities requiring interpretation, analysis, and application of principles, techniques, policies, and/or procedures in a specialized area or a variety of program areas. In the alternative, be able to implement multiple instructional, behavioral and/or safety-related strategies.

Strong interpersonal and communication skills are applied to a succession of activities and groups.

error and/or errors are likely to be detected before affecting students, programs or school assets.

Level B: Exercises independent judgment in consultation with supervisor and/or other employees. Alternatively, employee implements instructional or behavioral programs with frequent and specific direction. Decisions are required to meet expected results within prescribed areas. Moderate consequences for committing an error; another position is responsible for detecting errors in the work of this position.

Level C: Exercises a high degree of independent judgment and makes decisions within the scope of the job responsibilities.

Alternatively, employee implements instructional and behavioral programs with intermittent direction.

Serious consequences for committing an error that could result in some District liability; other positions have minimal responsibility and/or access in order to detect errors made.

Level D: Exercises a high degree of independent judgment and has the authority to interpret and apply District or school policies and procedures.

Alternatively, employee implements instructional and behavioral programs without supervision for extended periods of time.

Substantial and significant consequences for committing an error that can jeopardize District programs, students, or school assets; the independent work of this position does not allow other positions to detect serious errors.

PLANNING AND ORGANIZATION

This factor measures the requirement of a job to plan and organize projects, programs and/or activities. This factor includes organizing various elements, tracking progress, assisting in individual stages or phases, and integrating activities or functions.

Level A: Position is primarily responsible for own work product and requires limited planning or organizing of job duties.

Level B: Requires planning and organizing one's own work and coordinating one's work with the work of others. Planning and/or coordinating may include arranging completion dates, sharing information, merging work products or work efforts, and/or scheduling meetings.

Level C: Requires planning and organizing of own work AND others' work, integration of various individual efforts, and monitoring and scheduling of work to ensure the successful completion of an activity or project.

This position requires a minimum of two (2) years of post-secondary preparation, specialized training, or equivalent experience in specific job-related subject matter, or a combination thereof.

Level E: Specialized knowledge, skills & abilities, requiring interpretation, analysis, and application of principles, techniques, policies, and/or procedures in a specialized area or a variety of program areas.

Advanced interpersonal and communication skills are applied to a succession of activities and groups.

This position requires at least two (2) years of post-secondary preparation, specialized training, or equivalent experience in specific job-related subject matter, and a special license certification, or a 4-year bachelor degree in the specialized program area(s) required by this position.

PROBLEM SOLVING

Each job presents problems to be solved. Problems may require varying levels of analysis, independent thought, creativity, resourcefulness, or judgment. This factor measures the complexity of thinking, creativity, and problem solving demanded by the job.

Level A: Work situations are routine and regularly recurring, requiring attention and concentration but little to no discretion.

Level B: Activities, processes and operation are interrelated and of a similar scope. Judgment is required to detect factual differences, shift priorities, and determine effective methods within general routines, guidelines, or procedures.

Level C: Varied situations require a search for solutions; significant interpretation and evaluation is required to successfully recognize and define problems and alternative solutions.

Level D: Problems are multi-dimensional. Tradeoffs and risks must be considered. Situations to be resolved include circumstances, facts, and issues that are often different from those encountered in the past. The employee must be creativity and consider possible alternatives and consequences before selecting a solution and prioritizing the activities that need to be accomplished.

RESPONSIBILITY

Each job requires a certain level of responsibility for students, carrying out the District program, materials, equipment, and/or financial resources. This factor measures the scope and level of responsibility, the level of autonomy or authority to direct one's work or the work of others, and the consequences of committing an error.

Level A: Follows established routines and requires limited independent judgment and limited scope of responsibility. Generally needs approval when deviating from established routines or procedures. Minimal consequences for committing an

Level D: Requires planning and organizing of department work with others' work at multiple sites/schools to ensure the successful completion of work for a district-wide program or department.

WORKING CONDITIONS

Each job is performed under particular working conditions. Working conditions include the number and frequency of interruptions, deadlines and stressful communications. The work environment can include adverse weather conditions, safety risks, potential for job related injury, exposure to blood-borne pathogens, risk of assault, and risks associated with vehicular traffic in non-office situations.

Level A: Work regularly performed under ordinary risks or discomfort that requires normal safety precautions.

Low risk for exposure to blood-borne pathogens, health or safety issues, and/or emotionally charged interactions. There are few interruptions and deadlines.

Level B: Work regularly performed under moderately adverse conditions that do not represent a clear risk to health or safety.

Employee may have occasional exposure to adverse weather conditions, emotionally charged situations, blood-borne pathogens, interruptions, and/or deadlines.

Level C: Work regularly performed under conditions requiring special safety or health precautions associated with adverse weather conditions, vehicular traffic, school security issues, and/or exposure to blood-borne pathogens.

Employee may have regular exposure to emotionally charged situations.

Alternatively, the employee may experience exertion with lifting people and/or equipment less than 50 pounds on a regular basis.

Level D: Work regularly performed that exposes the employee to students' personal hygiene habits, blood-borne pathogens, and infectious diseases. Employee has frequent exposure to school security issues, emotionally charged situations, and/or the risk of assault.

Employee is required to physically restrain students when necessary and de-escalate volatile situations.

Alternatively, the employee engages in work that regularly requires bending, twisting, repetitive physical movements, and the lifting/ restraining/ or transporting of people or equipment that weigh more than 50 pounds.

Recognition and Coverage of Agreement/Exempt Positions

As referenced in Section 1.1, the following positions are considered confidential exempt positions:

1. Executive Administrative Assistants to Superintendent
2. Executive Administrative Assistants to Deputy Superintendent
3. Executive Administrative Assistants to Assistant Superintendent
4. Executive Administrative Assistants to Executive Director of Communications, Executive Director of Operations, Executive Director of Teaching and Learning
5. Personnel/Business Specialists
6. Payroll Supervisor
7. GRADS Child Care Coordinator/Supervisor

The following positions will remain confidential exempt only until the current employee vacates the position:

1. Executive Administrative Assistants to Executive Director of Technology
2. Executive Administrative Assistant to Executive Director of Family Engagement

Finally, when the employee in the Executive Administrative Assistant to Capital Projects vacates the position, the parties will follow the process outlined in Section 1.1 to discuss the placement of that position.

The Reclassification Committee will review the Executive Administrative Assistants to Executive Director of Technology and Executive Administrative Assistant to Executive Director of Family Engagement positions for classification placement through the reclassification process of the 2021-22 school year. Upon completion of that work, the parties will meet through the negotiation process to determine the wage rates for those positions.