

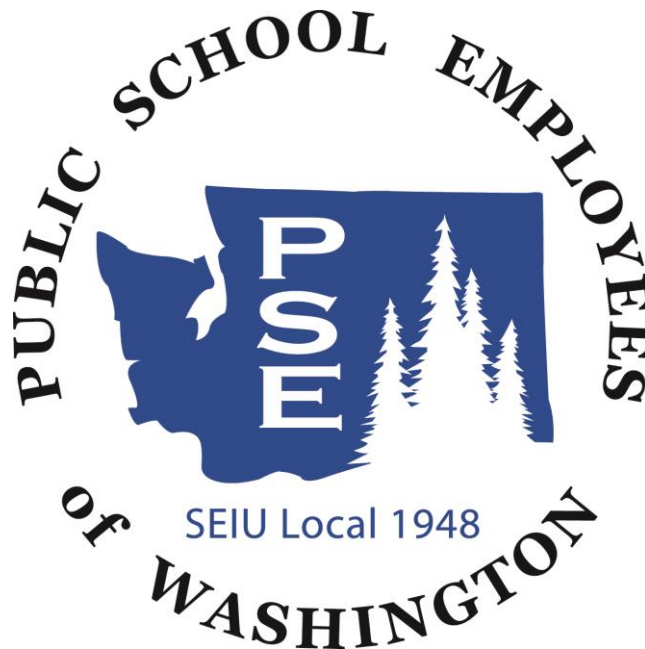
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**LOPEZ ISLAND SCHOOL DISTRICT #144**

AND

**PUBLIC SCHOOL EMPLOYEES OF LOPEZ ISLAND #805**

SEPTEMBER 1, 2021 - AUGUST 31, 2024



**Public School Employees of Washington/SEIU Local 1948**

P.O. Box 798

Auburn, WA 98071

1-866-820-5652

[www.pseclassified.org](http://www.pseclassified.org)

# TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I      RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II     RIGHTS OF THE EMPLOYER	2
ARTICLE III    RIGHTS OF THE EMPLOYEES	3
ARTICLE IV    RIGHTS OF THE ASSOCIATION	4
ARTICLE V     APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
ARTICLE VI    ASSOCIATION REPRESENTATION	6
ARTICLE VII   HOURS OF WORK AND OVERTIME	7
ARTICLE VIII   HOLIDAYS AND VACATIONS	11
ARTICLE IX    LEAVES	13
ARTICLE X     PROBATION, SENIORITY AND LAYOFF PROCEDURES	16
ARTICLE XI    DISCIPLINE AND DISCHARGE OF EMPLOYEES	19
ARTICLE XII   INSURANCE AND RETIREMENT	19
ARTICLE XIII   VOCATIONAL TRAINING	20
ARTICLE XIV   ASSOCIATION MEMBERSHIP AND CHECKOFF	21
ARTICLE XV    GRIEVANCE PROCEDURE	23
ARTICLE XVI   TRANSFER OF PREVIOUS EXPERIENCE	24
ARTICLE XVII   SALARIES AND EMPLOYEE COMPENSATION	25
ARTICLE XVIII   TERM AND SEPARABILITY OF PROVISIONS	27
SIGNATURE PAGE	28
SCHEDULE A	29-30
EVALUATION      Bus Driver	31-32
Classified Employees (except Bus Drivers)	33-35

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45

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

## RECOGNITION AND COVERAGE OF AGREEMENT

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

Descriptions for all positions subject to this Agreement shall be held by the Human Resources Department and made available to all staff. Modifications of existing positions, or the creation of new positions, shall require consultation pursuant to RCW 41.56.030 (2). All new job descriptions shall be finalized prior to initial hiring.

Employees, who believe that the workload and responsibilities of their position has changed significantly, shall activate access to a District provided outside human resources professional. The outside professional shall be mutually approved by the parties. Request for such evaluation shall be made in writing to the Superintendent and the Chapter President. The final recommendations of the consultant shall be binding on the parties.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Office Coordinator, Custodial-Maintenance, Transportation, Paraeducators, Technology, Health Room Assistant/Nurse and Food Service, EXCEPT: the Technology Director, the Administrative Assistant, Payroll, Finance Director, Accounts Payable and Human Resources.

**Section 1.4.1.**

All substitute employees working in classifications covered by this collective bargaining agreement shall be eligible for Union representation and shall be included in the bargaining unit for the purposes of wages, working conditions, discrimination, discipline, and labor rights.

**Section 1.4.2.**

Substitutes who have been employed thirty-one (31) days or more during any twenty-four (24) month period ending during the current or immediately preceding school year and continue to be available for work shall be included within the bargaining unit, but subject only to Sections 10.1.1, 10.7, 10.8 and Article XV of the Collective Bargaining Agreement. All substitutes covered by this section shall receive pay at the base rate of pay on Step 2 specified on Schedule A, with the exception of substitutes who previously retired from the classification they are working (see Section 1.4.2.1). Once a substitute has qualified under this provision, the substitute does not have to re-qualify in succeeding years, provided the individual remain active for consecutive school years. Any active substitute who qualified prior to SY 20-21 shall revert to the new pay rate (Step 2) as of SY 20-21.

**Section 1.4.2.1 Experienced Substitutes**

Substitutes who previously retired from a District in WA State shall receive pay at Step 4 of the base rate of pay specified on Schedule A, provided they are substituting in the same or similar position from which they retired.

**Section 1.4.3.**

Substitute employees replacing regular employees, granted a Board approved leave which lasts longer than thirty (30) days, working longer than thirty (30) consecutive days in a general job classification, are considered regular employees and shall be subject to all terms and conditions of this Collective Bargaining Agreement. Upon completion of the leave replacement assignment, the employee shall return to the status of a substitute.

**Section 1.4.3.1.**

Substitute employees who work longer than thirty (30) consecutive days within a current or immediately preceding school year in any general job classifications shall be subject to all terms and conditions of this Collective Bargaining Agreement with the exception of Article IX. Such exemption to the terms and conditions of the bargaining agreement shall be subject to the terms of Article IX, Section 9. I .4, Sick Leave.

**Section 1.4.4.**

Substitute classified employees employed for more than 30 days of work in one classification within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes, are regular part-time employees of the District and shall be included in the bargaining unit.

**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

1 **Section 2.1.**

2 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in  
3 management officials of the District. Included in these rights in accordance with and subject to applicable  
4 laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire,  
5 promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take  
6 other disciplinary action against employees; and the right to release employees from duties because of lack of  
7 work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District  
8 operation by determining the methods, the means, and the personnel by which operations undertaken by the  
9 employees in the unit are to be conducted.

10  
11 **Section 2.2.**

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

16  
17  
18 **ARTICLE III**  
19 **RIGHTS OF EMPLOYEES**  
20

21 **Section 3.1.**

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

30  
31 **Section 3.2.**

32 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
33 Association representatives and/or appropriate administrators of the District.

34  
35 **Section 3.3.**

36 Employees subject to this Agreement have the right to have, upon request, Association representatives or  
37 other persons present at any disciplinary proceedings and/or supervisory meetings between themselves  
38 and supervisors or other representatives of the District. Employees have the right to know in advance,  
39 whenever possible, whether any proceedings and/or meetings may potentially result in discipline, and the  
40 range of discipline that may potentially arise from any such events. If any part of this section is not fully  
41 adhered to, then no discipline shall result from such events.

42 **Section 3.4.**

43 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
44 exclusive of compensation for services rendered, to appropriate officials of the Association.

1 **Section 3.5.**

2 Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement  
3 on the basis of race, creed, color, sex, religion, age, sexual orientation or marital status or because of a  
4 physical handicap with respect to a position, the duties of which may be performed efficiently by an  
5 individual without danger to the health or safety of the physically handicapped person or others.  
6

7 **Section 3.6.**

8 The District will evaluate at least once each year the performance of all employees. Employees shall be  
9 allowed to attach written comments to the evaluations; such comments will become a part of the evaluation.  
10 In circumstances where the evaluation of an employee is found to be unsatisfactory, the employer shall  
11 provide to the employee specific recommendations on how the employee might improve his/her job  
12 performance. The evaluation forms shall be attached to this Agreement as an appendix.  
13

14 **Section 3.7.**

15 Employees, upon request, shall be allowed to inspect their personnel files. Copies, at a cost, shall be  
16 permitted. Each employee shall be provided a copy of all material placed in his or her personnel file within  
17 five (5) working days of its insertion. Such materials shall be signed and dated by the employee  
18 acknowledging the employee has read such material. An employee may attach comments to any material that  
19 is part of the personnel file. Upon request from the employee, disciplinary material will be removed from an  
20 employee's file two (2) years after inclusion, provided that no disciplinary material of a like nature has been  
21 added during the past year.  
22

23 **Section 3.8.**

24 Employees reserve and retain the right to strike, work stoppage, slowdown, picket, walkout, and other  
25 labor actions for reasons of conscience, mutual aid, and solidarity. The district shall not replace or  
26 lock out employees engaging in Union sanctioned labor action under the auspices of moral  
27 compulsion.  
28

29  
30 **ARTICLE I V**

31  
32 **RIGHTS OF THE ASSOCIATION**  
33

34 **Section 4.1.**

35 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
36 present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted  
37 with respect to the formulation, development, and implementation of industrial relations matters and  
38 practices which are within the authority of the District; and to enter collective negotiations with the object of  
39 reaching an agreement applicable to all employees within the bargaining unit.  
40

41 **Section 4.2.**

42 The Association is entitled to have an observer at hearings conducted by any District official or body arising  
43 out of grievance and to make known the Association's views concerning the case.  
44

45 **Section 4.3.**

46 The District will provide the Association with notification of new employees pursuant to Section 14.3.  
47

1 **Section 4.4.**

2 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate  
3 officials of the Public School Employees of Washington State Organization.  
4

5 **Section 4.5.**

6 The Lopez PSE board secretary President or designee will collaborate with the HR Specialist by December 1  
7 to confirm membership of eligible staff members and update pertinent information for association members.  
8 This may include names, positions held, FTE and hourly rates. At least quarterly, a collaboration shall be  
9 held and the products of said collaboration sent to [membership@pseofwa.org](mailto:membership@pseofwa.org) unless no changes have  
10 occurred within the quarter. The responsibility for scheduling said collaborations shall be equally shared by  
11 the District and PSE.

12 **Section 4.6.**

13 Representatives of the Association, upon making their presence known to the District, shall have access to  
14 the District premises during business hours, provided, that no conferences or meetings between employees  
15 and Association representatives will in any way hamper or obstruct the normal flow of work.  
16

17 **Section 4.7. Bulletin Boards.**

18 The District shall provide a bulletin board space in each school for the use of the Association. The bulletins  
19 posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be  
20 signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be  
21 posted. There shall be no other distribution or posting by employees or the Association of pamphlets,  
22 advertising, political matters, notices of any kind, or literature on District property, other than herein  
23 provided.  
24

25 **Section 4.7.1.**

26 The responsibility for the prompt removal of notices from the bulletin boards after they have served  
27 their purpose shall rest with the individual who posted such notices.  
28  
29  
30  
31

32 **ARTICLE V**

33  
34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

35  
36 **Section 5.1.**

37 It is agreed and understood that matters appropriate for consultation and negotiation between the District and  
38 the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance  
39 procedures and general working conditions of employees in the bargaining unit subject to this Agreement.  
40

41 **Section 5.2.**

42 It is further agreed and understood that the District will consult with the Association, and meet with the  
43 Association upon its request, in the formulation of any changes being considered in existing benefits,  
44 policies, practices and procedures.  
45

1 **Section 5.3.**

2 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the  
3 other party to advise, discuss or consult regarding matters concerning working conditions not covered by this  
4 Agreement.  
5

6 **Section 5.4.**

7 The Association will, from time to time, as appropriate, be advised of current and predicted workload  
8 information.  
9

10 **Section 5.5**

11 The Union shall be consulted prior to the external contracting of labor or services that may  
12 reasonably be, or have historically been, performed by a member or members of the bargaining Unit.  
13 In the event that such work can be performed to satisfactory standards by a member or members of  
14 the bargaining unit, the Union and District shall meet and negotiate the terms of such labor or  
15 services being provided. This section shall not apply when and where contradicted by statute.  
16  
17

18 **ARTICLE VI**

19  
20 **ASSOCIATION REPRESENTATION**  
21

22 **Section 6.1.**

23 The Association will designate a Conference Committee of up to three (3) members who will meet with the  
24 Superintendent and/or his/her representative(s) on a mutually agreeable, regular basis to discuss interests  
25 related to this Collective Bargaining Agreement.  
26

27 **Section 6.2.**

28 The Association representatives shall represent the Association and employees in meeting with officials of  
29 the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion  
30 complaints or grievances of employees on District time and thereafter advise employees of rights and  
31 procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or  
32 complaints. They may not, however, continue to advise the employee on courses of action after the employee  
33 has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to  
34 pursue the matter to conclusion. They may consult with the District on complaints without a grievance being  
35 made by an individual employee.  
36

37 **Section 6.2.1.**

38 Association representatives, when leaving their work, shall first obtain permission from their  
39 immediate supervisor. The supervisor's permission in these instances will normally be granted. The  
40 employees will report their return to work to their supervisors.  
41

42 **Section 6.2.2.**

43 Meeting with the District shall be, so far as possible, at times other than regular working hours. Time  
44 will also be allowed for representatives to discuss with the employees grievances and appropriate  
45 matters directly related to work situations in their area or craft. Association representatives will guard  
46 against the use of excess time in the handling of such matters.  
47

**Section 6.2.3.**

Whenever Association Representatives are mutually scheduled with the Board's or Administrator's Representatives to participate in negotiations or grievance hearings during work hours, said representative shall suffer no loss in pay. The parties agree that negotiations and grievance hearings, whenever possible, will be scheduled during non-school hours. Whenever Association Representatives meet with District Representatives for consultation at the District's request, or conduct official Association business with the District, said representative shall suffer no loss of pay. In instances where Association members attend a general PSE membership or other special meeting called by the Association, members who attend such a meeting during their work shift, shall give back to the District, in the week of the meeting, work time equal to the meeting time.

**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 7.2.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks, or a mutually agreed upon amount of prior notice. The District may add up to one (1) hour to a position during any school year. Additions of more than one (1) hour to any position during any school year will result in the position be posted.

**Section 7.3.**

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 5:00 A.M. and 11:59 A.M. The second shift is defined as any work shift beginning between 12:00 Noon and 9:59 P.M. The third shift is defined as any work shift beginning between 10:00 P.M. and 4:59 A.M.

**Section 7.3.1.**

The first shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

**Section 7.3.2.**

The second and third shifts shall consist of eight (8) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a ten (10) minute first half and a ten (10) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

1 **Section 7.4.**

2 In the event an employee is assigned to a shift less than the normal work shift previously defined in this  
3 Article, the employee shall be given a ten (10) minute rest period for each two (2) hours of work, provided  
4 the assigned shift is in excess of three (3) hours.  
5

6 **Section 7.5.**

7 Employees required to work through their regular lunch periods will be given time to eat at a time agreed  
8 upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period  
9 and the employee works the entire shift, including the lunch period, the employee shall be compensated for  
10 the foregone lunch period at overtime rates.  
11

12 **Section 7.6.**

13 Employees requested to work a shift regularly filled by a higher classification employee shall receive  
14 compensation at their seniority step level and at the rate of pay of the position for which they are subbing. If  
15 asked to substitute, during their regular work shift, for a classification that is lower, the employee shall  
16 receive their normal rate of pay.  
17

18 **Section 7.7.**

19 In the event of an unusual school closure or hybrid day due to inclement weather, plant inoperation,  
20 hazardous conditions, or the like, the District will make the same effort to notify each employee as it does to  
21 notify students.  
22

23 Those employees whose work or supervisor requires them to work onsite to mitigate such circumstances will  
24 be compensated at one dollar (\$1) per hour worked in addition to their regular rate. Such workers shall be  
25 exempt from tardiness.  
26

27 Employees shall receive their daily wage in the event such closure is not rescheduled as a future makeup day.  
28 If the day will be rescheduled and employees report to work, those employees shall receive a minimum of  
29 two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be  
30 entitled to any such compensation in the event of actual notification by the District of the closure prior to  
31 leaving home for work.  
32

33 **Section 7.8.**

34 Recognizing that personnel in the transportation classification present special shift challenges, the parties  
35 agree that shifts shall be established in that classification in relation to routes and driving times requisite to  
36 fulfilling tasks assigned by the Supervisor of Transportation; provided that all bus drivers shall receive pay  
37 for one-half (½) hour per day for the purpose of bus cleanup and bus warm-up in addition to actual hours of  
38 driving time. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue  
39 uninterrupted. Drivers will receive a minimum of one (1) hour pay for each Drivers' staff meeting. Drivers  
40 shall receive a minimum of one and one-half (1½) hours of pay for each duty call. A duty call is defined as  
41 any work other than the normal work shift and work day, noncontiguous with the normal work shift or work  
42 day. All regular drivers shall be scheduled for not less than 17.5 hours during a work week, subject to  
43 proration for short weeks.  
44

45 **Section 7.8.1. Extra Trip Assignments.**

46 The Head Bus Driver shall equally apportion extra trips to members of the transportation unit. Extra  
47 trips on Lopez Island shall be compensated at the regular hourly rate subject to Sections 7.9 through  
48 7.9.3.

As off island extra trips present special overtime challenges because they depend upon scheduled ferry service, the following rules apply to off island extra trips:

- A. Exempt from the provisions of Sections 7.9 through 7.9.3.
- B. Bus Drivers shall be compensated for all off island extra trip duty time at one hundred percent (100%) of the current Bus Driver Schedule A hourly wage rate pertaining to that driver's particular job assignment and longevity (duty time is defined as all the time the bus is the responsibility of the driver).

### **Section 7.8.2. Random Drug Testing.**

Random drug testing for bus drivers will be guided by the following concepts:

- A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol dependency and of their immediate intent to enter a licensed treatment program will be granted leave without pay.
- B. Employees will not be required to undergo testing on a non-working day.
- C. All costs involved in any District testing and evaluation procedures shall be borne by the District.
- D. Employees required to undergo testing will be given the opportunity by the District to review testing policies and procedures prior to the time of testing.
- E. Testing results, including the fact that an employee is tested, shall remain confidential. Any written materials or information associated with such testing shall be retained in a secure confidential file to which only the Superintendent and/or designee shall have access.
- F. Employees shall be placed on paid leave of absence during any period they are off work due to testing or evaluation requirements or results and prior to a final determination of employment status.
- G. Discipline imposed as a result of confirmed positive testing shall be appropriate to the severity of the confirmed offense. Procedures for reinstatement to driving duties shall be applied uniformly and consistently.

### **Section 7.9. Overtime.**

Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as

practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. Overtime shall only be worked with advance approval of the immediate supervisor.

#### **Section 7.9.1.**

All hours worked in excess of a forty (40) hour week, or an eight (8) hour day, shall be compensated at the rate of one and one-half (1½) times the employee's base pay, except as provided in Sections 7.9.2 and 7.9.3.

#### **Section 7.9.2.**

All hours worked on the sixth (6<sup>th</sup>) consecutive day, after having accumulated forty (40) hours, shall be compensated at the rate of one and one-half (1½) times the employee's base pay. All hours worked on the sixth (6<sup>th</sup>) consecutive day in excess of the employee's normal eight (8) hour shift shall be compensated at a rate twice the employee's base pay.

#### **Section 7.9.3.**

Employees called back to the school site on a regular workday or called on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

#### **Section 7.9.4. Compensatory Time Off.**

Employees may request compensatory time off in lieu of the overtime compensation provided above. Compensatory time, if granted, may be accrued but must be used prior to the end of the succeeding pay period in which it was earned. (e.g., if earned in May, it must be used prior to the end of June.) The District will not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time is granted at the rate of one and one-half (1½) hours for each overtime hour worked.

#### **Section 7.10. Start-Up Day and In-Service Day Hours.**

It is mutually agreed that all bargaining unit members will participate in Start-Up Day activities, prior to the beginning of the instructional year. All employees shall work the same number of hours on Start-Up Day and on In-Service Days as their regular shift. Additional hours must be pre-approved by the assigned administrator.

## **ARTICLE VIII**

### **HOLIDAYS AND VACATIONS**

#### **Section 8.1. Holidays.**

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

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

1  
2  
3 **Section 8.1.1. Unworked Holidays.**

4 Eligible employees shall receive pay equal to their average normal work shift at their base rate in  
5 effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and  
6 have worked either their last scheduled shift or absence, shall be eligible for pay for such unworked  
7 holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the  
8 District that because of illness they were unable to work on either of such shifts, and the absence  
9 previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular  
10 workdays.

11  
12 **Section 8.1.2. Worked Holidays.**

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

15  
16 **Section 8.1.3. Holidays During Vacation.**

17 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one  
18 extra day of vacation with pay in lieu of the holiday as such.

19  
20 **Section 8.2. Vacations.**

21 All employees subject to this Agreement shall be credited with weeks of paid vacation during the school  
22 year. Weeks of vacation granted individual employees shall be proportional to their assigned workweek.

23  
24 Less than full-time employees may be allowed to take up to five (5) days vacation during the time school is  
25 in session. The date of the vacation shall be mutually agreed to by the supervisor and the employee in  
26 advance. Such request will be granted unless it will cause a major disruption to the normal activities of the  
27 District. Such judgment of the school administration shall not be unreasonably exercised. All requests for  
28 vacation should typically be made to the immediate supervisor at least one (1) month and no less than ten  
29 (10) working days in advance.

30  
31 If an employee believes his/her vacation request has been unreasonably denied, he/she may file a grievance  
32 to that effect at Step Three. Any such grievance will be responded to at Step Three within ten (10) days of its  
33 being filed.

34  
35 **Section 8.2.1.**

36 Weeks of vacation credit shall be computed in accordance with the following rules.

37  
38 **Section 8.2.1.1.**

39 All employees with less than five (5) years service shall earn up to two (2) weeks of vacation  
40 which shall be credited in proportion to the extent which the work year has been completed.

41  
42 **Section 8.2.1.2.**

43 All employees with more than five (5) but less than ten (10) years service shall earn up to  
44 three (3) weeks of vacation which shall be credited in proportion to the extent which the work  
45 year has been completed.

46  
47 **Section 8.2.1.3.**

All employees with more than ten (10) years service shall earn up to four (4) weeks of vacation which shall be credited in proportion to the extent which the work year has been completed.

**Section 8.2.1.4.**

Employees hired subsequent to the commencement of the school year shall receive proportional credit for the school year completed.

**Section 8.2.2.**

Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of retaining eligibility dates.

**Section 8.2.3.**

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over to a maximum of thirty (30) total days. In cases where district needs make it impossible to utilize accrued vacation leave, employees so affected shall receive compensation for any accrued days beyond the thirty (30) day maximum.

**Section 8.2.4.**

Employees who work less than twelve (12) months per year shall receive payment for unused accrued vacation with their July pay check. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final check.

**ARTICLE IX**

**LEAVES**

**Section 9.1. Sick Leave.**

**Section 9.1.1.**

Each employee shall receive twelve (12) days of sick leave annually. New employees hired during the year shall receive prorated sick leave benefits. Sick 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 sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. An employee returning from any illness or injury whether or not compensated leave benefits have been paid may be required to submit a physician's affidavit to establish medical fitness and or restrictions for the duties of the position before returning to work. The District may, in the event of a pattern of regular or excessive absences, require a physician's affidavit of disability causing the absence.

1 **Section 9.1.2.**

2 In the event employees are absent for reasons which are covered by Industrial Insurance, the District  
3 shall pay the employee an amount equal to the difference between the amount paid the employee by  
4 the Department of Labor and Industries and the amount the employee would  
5 normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance  
6 with the amount paid to the employee by the District.

7  
8 **Section 9.1.3.**

9 Employees who have accrued sick leave while employed by another public school district in the State  
10 of Washington shall be given credit for such accrued sick leave upon employment by the District.

11  
12 **Section 9.1.3.1.**

13 An employee may donate annual leave and/or sick leave to another employee in accordance  
14 with the requirements of state law.

15  
16 **Section 9.1.4. Sick Leave Buy Back Program.**

17 In February of the year following any year in which a minimum of sixty (60) days for illness or injury  
18 is accrued, and each February thereafter, any eligible employee may exercise an option to receive  
19 remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to  
20 one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for  
21 illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has  
22 been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for  
23 every one (1) day's monetary compensation.

24  
25 **Section 9.1.5.**

26 At the time of separation from school district employment due to retirement or death, an eligible  
27 employee or employee's estate shall receive at a rate equal to one (1) day's current monetary  
28 compensation for each four (4) full days accrual leave for illness or injury.

29  
30 **Section 9.1.6** Statutory Notes (FOR EASE OF REFERENCE, NON-COMPREHENSIVE, LOOK AT  
31 RCW IF QUESTIONS REMAIN)

32  
33 For absences exceeding three days, the District may require verification that an employee's use of  
34 paid sick leave is for an authorized purpose. If the District requires verification, verification must be  
35 provided to the District within a reasonable time period during or after the leave. The District's  
36 requirements for verification may not result in an unreasonable burden or expense on the employee  
37 and may not exceed privacy or verification requirements otherwise established by law.

38  
39 Some common authorized purposes as defined by statute are listed here for ease of reference, but this  
40 list is not comprehensive; see RCW 49.46.210 for further definitions of authorized purposes.

41  
42 "...An absence resulting from an employee's mental or physical illness, injury, or health condition; to  
43 accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical  
44 illness, injury, or health condition; or an employee's need for preventive medical care;..."

45  
46 Employees shall be authorized to use sick leave for emergencies or to care for dependents.  
47

1 Leave for emergency is limited to the following: the problem must have been suddenly precipitated  
2 and/or must be of such a nature that preplanning is not possible, or where preplanning could not  
3 relieve the necessity for the employee's absence.  
4

5 Each employee may use accumulated sick leave to allow the employee to provide care for a family  
6 member with a mental or physical illness, injury, or health condition; care of a family member who  
7 needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;  
8 or care for a family member who needs preventive medical care; and when the employee's place of  
9 business has been closed by order of a public official for any health-related reason, or when an  
10 employee's child's school or place of care has been closed for such a reason.  
11

12 An employee is authorized to use paid sick leave for absences that qualify for leave under the  
13 domestic violence leave act, chapter 49.76 RCW.  
14

### 15 **Section 9.2. Bereavement Leave.**

16 Each employee shall be entitled to a maximum of five (5) days leave, per occurrence, for absence caused by  
17 death or imminent death of an employee's child, spouse, domestic partner, parent, step-parent, grandparent,  
18 grandchild, sibling, parent-in-law or a person living in the household as a family member. One additional day  
19 per year shall be granted for the death of a close friend. Such bereavement leave shall not be deducted from  
20 sick leave. Bereavement leave is non-cumulative. Employees shall,  
21 upon request, be granted sick leave for the serious illness of a member of the family as described herein.  
22

### 23 **Section 9.3. Emergency Leave.**

24 Each employee shall be entitled to four (4) days emergency leave paid per year. Emergency leave shall be  
25 deducted from sick leave specified in Section 9.1.1 herein. Emergency leave is provided to cover required  
26 absences from work to deal with situations which are suddenly precipitated and for which preplanning cannot  
27 relieve the necessity of the absence. Such situations must be of major importance.  
28

#### 29 **Section 9.3.1. Personal Leave.**

30 An employee shall be granted up to two (2) days of personal leave per year. Each full-time/260 day  
31 employee shall be eligible for an additional day of personal leave for a total of three (3). Such leave is  
32 noncumulative and when used shall not be deducted from Sick Leave.  
33

34 The purpose of the foregoing is to make it possible for employees to be absent for the stated purpose  
35 and not as an extension of a holiday or vacation.  
36

### 37 **Section 9.4. Child Care Leave.**

38 An employee wishing to take extended leave to care for his or her newborn or adopted child may request a  
39 leave of absence for a period not to exceed one year. Employees granted child care leave may be allowed  
40 compensation for child care leave in accordance with Section 9.1.1. concurrent with any federal or state  
41 offered programs.  
42

43 As of January 1, 2019, all employees will be required to contribute to the Paid Family and Medical Leave  
44 premium. Effective January 1, 2020, qualifying employees are eligible for up to 18 weeks of paid family  
45 leave or paid medical leave according to the state administered program.  
46

1 **Section 9.5. Judicial Leave.**

2 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a  
3 codefendant with the District, such employee shall receive a normal day's pay for each day of required  
4 presence in court; provided, however, that any compensation received for such service shall be paid to the  
5 District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the  
6 event that an employee, or their dependent, is a party in a court action, such employee may request a leave of  
7 absence for all court dates associated with the case. The District shall not terminate, discipline, or  
8 permanently replace employees for utilizing leave under this section.

9  
10 **Section 9.6. Leave of Absence.**

11  
12 **Section 9.6.1.**

13 Upon recommendation of the immediate supervisor through administrative channels to the  
14 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
15 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to  
16 extended illness, one (1) additional year may be granted.

17  
18 **Section 9.6.2.**

19 The returning employee will not necessarily be assigned to the identical position occupied before the  
20 leave of absence. However, if the position duties and total hours of employment remain unchanged,  
21 the employee will be returned to the identical position. In the event the previously held position is  
22 eliminated or the total hours of employment is modified, the employee shall be reinstated to a position  
23 equivalent in duties and total hours of employment to that held at the time the request for a leave of  
24 absence was approved, consistent with seniority herein. Employees returning from Child Care leave  
25 (Section 9.4 herein) shall be afforded the privileges addressed herein. Employees on a leave of  
26 absence shall notify the District of their intent to return/not return no later than sixty (60) calendar  
27 days prior to the approved date of return.

28  
29 **Section 9.6.3.**

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

34  
35 **Section 9.6.4.**

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

39  
40 **Section 9.7. Family Leave.**

41 The District shall implement a Family Leave program consistent with law and Lopez Island School District  
42 Board Policy.

43  
44  
45 **ARTICLE X**

46  
47 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

1 **Section 10.1.**

2 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
3 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be lost as  
4 hereinafter provided.  
5

6 **Section 10.1.1.**

7 The seniority of a substitute who meets the criteria in Section 1.4.3 shall be established when the  
8 substitute fulfills the criteria. These substitutes shall accrue seniority on the basis of one (1) day of  
9 seniority for each day of work commencing on the referred thirty-first (31<sup>st</sup>) day. The seniority of  
10 such substitute shall be expressed as the number of days worked.  
11

12 **Section 10.1.2.**

13 The District, with employee assistance, will publish a seniority list (to include substitutes) each year.  
14

15 **Section 10.1.3.**

16 In the event more than one employee in the general job classifications, set forth in Article I, Section  
17 1.4, is awarded the same seniority date, the question of seniority among those employees will first be  
18 resolved by a review of experience of the employees as a substitute. The employee with the greatest  
19 experience shall be considered the most senior for purposes of establishing seniority. If the employees  
20 have no previous experience with the District, seniority shall be determined within ten (10) days of  
21 hire by a coin toss.  
22

23 **Section 10.2.**

24 Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following  
25 the hire date. During this probationary period the District may discharge such employee at its discretion.  
26

27 **Section 10.3.**

28 Upon completion of the probationary period, the employee will be subject to all rights and duties contained in  
29 this Agreement retroactive to the hire date.  
30

31 **Section 10.4.**

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

- 33 A. Resignation;
- 34 B. Discharge for justifiable cause;
- 35 C. Retirement; or
- 36 D. Change in job classification within the bargaining unit, as hereinafter provided.  
37

38 **Section 10.5.**

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

- 40 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 41 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- 42 C. Time spent on other authorized leaves; or
- 43 D. Time spent in layoff status as hereinafter provided.  
44

45 **Section 10.6.**

46 Seniority rights shall be effective within the general job classification. As used in this Agreement, general job  
47 classifications are those set forth in Article I, Section 1.4.  
48

1 **Section 10.7.**

2 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation  
3 periods, special services (including overtime), promotions, assignment to new or open jobs or positions,  
4 and layoffs when ability and performance are substantially equal with junior employees or outside  
5 applicants. The District will emphasize internal promotion and transfer opportunities and will, as a general  
6 rule, promote and transfer employees from within the District. If the District determines that seniority  
7 rights should not govern because a junior employee or outside applicant possesses ability and performance  
8 substantially greater than a senior employee or senior employees, the District shall set forth in writing to  
9 the employee or employees and the organization's president its reasons why the senior employee or  
10 employees have been bypassed.  
11

12 **Section 10.7.1.**

13 Regular employees interested in substitute assignments must sign up at the beginning of the school  
14 year for the classifications in which they feel qualified to substitute. The District agrees that if a  
15 substitute is needed, regular employees shall be first called as long as the substitute assignment does  
16 not conflict with the regular employee's normal daily work shift and the employee is qualified for the  
17 assignment. If a PSE member is qualified to sub for a certificated position, the district has the option  
18 to place that person in the open position.  
19

20 **Section 10.8.**

21 Employees who change job classifications within the bargaining unit shall retain their hire dates in the  
22 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date  
23 and a new classification. Except, in the instance of layoff; whereby the employee shall retain seniority for  
24 three (3) years.  
25

26 **Section 10.9.**

27 The District shall publicize within the bargaining unit for five (5) working days the availability of open  
28 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be  
29 forwarded to the President of the Association and to the Association representative of the classification  
30 concerned.  
31

32 **Section 10.10.**

33 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the  
34 District according to layoff ranking. Such employees are to have priority in filling an opening in the  
35 classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2)  
36 years.  
37

38 **Section 10.11.**

39 Employees on layoff status shall file their addresses in writing with the personnel office of the District and  
40 shall thereafter promptly advise the District in writing of any change of address.  
41

42 **Section 10.12.**

43 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not  
44 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of  
45 reemployment within fifteen (15) days.  
46

47 **Section 10.13.**

48 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued  
49 benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

1  
2  
3  
4 **ARTICLE XI**

5  
6 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

7  
8 **Section 11.1.**

9 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of  
10 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the  
11 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the  
12 employee before other employees or the public. The provisions of this section shall not be construed to  
13 prevent publication of the official School Board actions.  
14

15 **Section 11.2. Notification to Non-Annual Employees.**

16 This section is intended to be applicable to those employees whose duties necessarily imply less than twelve  
17 (12) months (excluding vacations) work per year.  
18

19 **Section 11.2.1.**

20 Should the District decide to discharge or lay off any less than twelve (12) month employee, the  
21 employee shall be so notified in writing prior to the expiration of the school year.  
22

23  
24 **Section 11.2.2.**

25 Nothing contained in this section shall in any regard limit the operation of other sections of this  
26 Article.  
27

28 **Section 11.3.**

29 Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two  
30 (2) weeks' notice of intention to discharge or layoff.  
31  
32

33 **ARTICLE XII**

34  
35 **INSURANCE AND RETIREMENT**

36  
37 **Section 12.1.**

38 The District shall provide basic and optional health benefits through the School Employees Benefits Board  
39 (SEBB) under the rules and regulations adopted by the SEBB. This information is subject to change by the  
40 state and this Section will be construed consistently with SEBB rules, guidance and state laws. Any disputes  
41 on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board not through  
42 the grievance procedures of this Agreement. Enrollment for SEBB benefits will be processed through the  
43 HCA's SEBB My Account online portal.  
44

45 **Section 12.1.1.**

46 The District will pay the full portion of the employer contribution required by the Health Care Authority  
47 (HCA) as agreed upon in the statewide CBA for those employees who meet the eligibility requirements.

Employee premiums for all eligible mandatory and optional benefits offered by SEBB will be deducted through payroll, and will be paid to the HCA by the District.

**Section 12.1.2.**

If the Washington State Legislature or Health Care Authority changes the SEBB provisions to allow for changes in employer contributions toward elective benefits or changes in medical coverage either party can reopen Article XII for negotiation over the changes to the extent allowed by law. This section will be construed consistently with state laws and SEBB guidelines.

**Section 12.2.**

The District agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

**Section 12.2.1.**

The District agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

**Section 12.3.**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime or otherwise.

**Section 12.4.**

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

**ARTICLE XIII**

**VOCATIONAL TRAINING**

**Section 13.1. Scholarship Fund.**

The District will establish a training fund in the amount of four thousand dollars (\$4,000) per year for the purpose of funding training programs that are designed to improve the job skills and safety of classified employees. Annual training funds not expended at the end of the fiscal year will be carried over to the next school year, and the carry over shall not exceed \$5,000.

The PSE membership shall recommend allocation of training funds.

The purpose of the contract negotiated training fund is to provide Classified Employees with a discretionary pool of funds so that an employee may initiate a request to participate in a workshop that they think is job related and will help them be more effective in their work.

Employees may make application to the District for attendance at such training opportunities to improve job skill levels.

Attendance at such a workshop must have Administration approval. If the workshop does not have defined credit hours, credit hours must be pre-approved by Administration.

If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expense, materials, meals and other expenses required by such attendance.

Workshops that the District requires an employee to attend will be paid for separately by the District.

If the District requires attendance of the employee, regular salary rates will be paid for attendance. This will include on-line training. In no event will overtime be paid.

Any workshop or training occurring outside of Washington State must be pre-approved by the Superintendent.

### **Section 13.2.**

Such funds may be utilized for the following purposes.

#### **Section 13.2.1.**

Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

#### **Section 13.2.2.**

Purchase of recognized vocational courses from local, state, or national educational institutes which would improve the potential of employees subject to this Agreement.

### **Section 13.3.**

The District shall provide Bus Driver qualification training to District employees requesting qualifications leading to a Washington State Bus Drivers certificate/license. In the event an employee does not complete all aspects of the requested trainings, the employee shall reimburse the District for all costs incurred. The District will attempt to maintain a minimum of two (2) such qualified employees for contingency substitute Bus Driver assignment.

### **Section 13.4. Paraeducator Training.**

Each Paraeducator shall receive six (6) hours of paid in-service training, annually, for the purpose of collaboration with specific staff members to meet the needs of students. Such training shall be held annually. The actual number of hours of training will be determined by the assigned teacher or district directed staff development.

### **Section 13.5 Equity, Diversity, and Inclusion**

Designated members of Lopez PSE will attend workshops intended to increase skill and awareness on hidden bias, cultural competency, and leadership skills. The District shall, in addition to required workshops, approve a minimum of one Diversity, Equity, and Inclusion (DEI) workshop per year for up to three (3) designated PSE members. Each designated member may work with the district to find a DEI workshop to attend. In the interest of accessibility, the District will endeavor to facilitate workshops being provided on Lopez Island. The PSE Representatives will be an integral part in promoting a workplace where each employee is a part of a just work environment where the value of diversity and inclusion is understood and advanced, to include the impact of biases in the workplace.

1 PSE representatives will be part of any district committee formed to review policies and procedures that  
2 pertain to discrimination, harassment, equity, and inclusion, and to provide input on these policies and  
3 procedures prior to final approval.

4 Aside from any committee established for the purpose described above, PSE representatives will have an  
5 opportunity to make recommendations for District workshops related but not limited to, diversity, equity, and  
6 inclusion (for DEI implications). The required approved workshops will be on paid time as referenced in  
7 Section 13.1. The training fund referenced in Article XIII Section 13.1 may be used to provide  
8 compensation, in consultation with PSE.

### 9 **Section 13.6 Immunizations**

10 The District may request proof of immunizations from its employees. Once immunization records have been  
11 provided to the District, such records shall be maintained by the school nurse. No specific vaccine shall be  
12 required as a condition of employment unless ordered by the Washington State Department of Health, or  
13 required by lawful authority. Employees without required vaccinations may only be excluded from the work  
14 site if so ordered by the Washington State Department of Health or the San Juan County Department of  
15 Health.

16  
17 If an employee submits documentation authorizing a medical exemption from a required immunization, they  
18 shall be provided the opportunity to work off-site when possible. If not possible, the district and union will  
19 meet to discuss alternative work arrangements. If the employee chooses not to work, they shall be entitled to  
20 utilize any paid or unpaid leave options available.

### 21 **Section 13.7 Workplace Safety**

22 Health and Safety protocols will be clearly communicated and provided in writing to all employees at each  
23 site. Per **WAC 296-800-130** the District shall have a Safety committee with representation from Lopez  
24 PSE. Meetings will be conducted at a time and place determined by the committee. Employee  
25 Representatives on the committee will be compensated for all meetings.  
26  
27

## 28 **ARTICLE XIV**

### 29 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

#### 30 **Section 14.1. Membership.**

31 The District and PSE/SEIU1948 understand that at the center of our labor management relationship is the  
32 shared interest in providing the best services to the public. Therefore, it is the expectation of both  
33 PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union  
34 membership and respect all employees' decisions to join and maintain membership in their exclusive  
35 professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All bargaining unit  
36 employees shall have the option of joining and maintaining membership in PSE/SEIU1948 upon employment  
37 with the District.  
38

#### 39 **Section 14.2. Membership Rescission.**

40 Union members requesting to rescind membership and membership rights in their exclusive professional  
41 advocacy organization shall make such request in writing to PSE/SEIU1948, following the constitution and  
42 bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been  
43 met, PSE/SEIU1948 shall inform the District of the employee's non-member status consistent with the  
44 notification section 14.3.  
45



1  
2 **Section 14.3. New Hire Notification.**

3 The District will notify the Association electronically of all new hires at least three working days before the  
4 employee's first work day, or as soon as practical, including name, home mailing address, job title, work  
5 email, work location and hire date. Personal contact information (home mailing address, personal email  
6 address, cell phone number, home phone number) will be shared with PSE unless the employee objects.  
7

8 **Section 14.3.1 Access to New Employees of the Bargaining Unit**

9 The Employer will provide PSE reasonable access to new employees of the bargaining unit for the  
10 purposes of presenting information about PSE to the new employee. "Reasonable access" for the  
11 purposes of this section means the access to the new employee occurs within one week of the  
12 employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and  
13 the access occurs during the new employee's regular work hours at the employee's regular worksite,  
14 or at a location mutually agreed to by the Employer and PSE.  
15

16 **Section 14.3.2 New Employee Orientations**

17 If possible, the Employer will provide PSE at least ten (10) days' notice before any scheduled New  
18 Employee Orientation. An electronic list of expected participants will be provided in advance.  
19

20 The Employer will provide PSE no less than thirty (30) minutes to make a presentation at some point  
21 during each New Employee Orientation. Employer representatives shall not make negative or  
22 derogatory comments during the orientation pertaining to the union, and shall not be present during  
23 PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at  
24 the Orientation. If the meeting is conducted virtually, the Employer will provide PSE with a current  
25 personal email and phone number, unless the employee objects, to reach each new hire, consistent  
26 with the New Hire Notification section below.  
27  
28

29 **Section 14.4. Dues and Checkoff.**

30 PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who are  
31 current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other changes in  
32 membership status to the District upon request. The District agrees to accept dues authorizations via voice  
33 authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU1948 will provide a list of those  
34 members who have agreed to union membership via voice authorization. In addition, upon request, access to  
35 the District to the wave files associated with the voice authorization. PSE/SEIU1948 will be the custodian of  
36 the records related to voice/E-signature authorizations. PSE agrees that, as the custodian of the records, it has  
37 the responsibility to ensure the accuracy and safe-keeping of those records. The District shall deduct PSE  
38 dues from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District  
39 shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington on a  
40 monthly basis.  
41

42 **Section 14.5. COPE – Political Action Committee.**

43 The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct  
44 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses  
45 for deduction for political purposes and shall transmit the same to the Union.  
46

1 **Section 14.6. Indemnify and Hold Harmless.**

2 The Association agrees to defend and hold the District harmless against any legal action brought against the  
3 District in reference to valid membership.

4  
5 **ARTICLE X V**

6  
7 **GRIEVANCE PROCEDURE**

8  
9 **Section 15.1.**

10 Grievances or complaints arising between the District and its employees within the bargaining unit defined in  
11 Article I herein, with respect to matters dealing with the interpretation or application of the Terms and  
12 Conditions of this Agreement, shall be resolved in strict compliance with this Article.

13  
14 **Section 15.2. Grievance Steps.**

15  
16 **Section 15.2.1.**

17 Employees shall first discuss the grievance with their immediate supervisor, unless the employee is  
18 fearful of doing so, in which case they may first discuss the grievance with human resources. If  
19 employees so wish, they may be accompanied by an Association representative at such discussion.  
20 All grievances not brought to the immediate supervisor in accordance with the preceding sentence  
21 within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further  
22 processing.

23  
24 **Section 15.2.2.**

25 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding  
26 subsection, the employee shall reduce to writing, within ten (10) working days after the discussion, a  
27 statement of the grievance containing the following:

- 28  
29 A. The facts on which the grievance is based;  
30 B. A reference to the provisions in this Agreement which have been allegedly violated; and  
31 C. The remedy sought.

32  
33 The employee shall submit the written statement of grievance to the immediate supervisor for  
34 reconsideration and shall submit a copy to the official in the Administration responsible for personnel.  
35 The parties will have five (5) working days from submission of the written statement of grievance to  
36 resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is  
37 made, all parties to the grievance shall sign it.

38  
39 **Section 15.2.3.**

40 If no settlement has been reached within the five (5) days referred to in the preceding subsection, and  
41 the Association believes the grievance to be valid, a written statement of grievance shall be submitted  
42 within fifteen (15) working days to the District Superintendent or the Superintendent's designee.  
43 After such submission, the parties will have ten (10) working days from submission of the written  
44 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an  
45 agreeable disposition is made, all parties to the grievance shall sign it.

**Section 15.2.4.**

If no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District Board of Directors. After such submission, the parties will have thirty (30) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

**Section 15.2.5.**

If no settlement has been reached within the thirty (30) days referred to in the preceding subsection, and the Association believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this Agreement shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. Costs of such arbitration, excluding attorney's fees, shall be shared equally by the Association and the District.

**Section 15.3.**

The grievance or arbitration discussions shall take place whenever possible on other than school time. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

**ARTICLE XVI**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1.**

When any employee leaves a school district within the State and commences employment with this District, the employee shall retain the same leave benefits and other benefits that the employee had in the previous position, to the extent such leave benefits and other benefits would otherwise be available to such employee had the employee been employed by this District throughout the employee's tenure. Longevity is an "other benefit" that shall be fully transferred. Seniority shall not be transferred in any manner.

**Section 16.1.1.**

If this district has a different system for computing leave benefits and other benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in this district who has similar occupational status and total years of service.

**ARTICLE XVII**

**SALARIES AND EMPLOYEE COMPENSATION**

1 **Section 17.1.**

2 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.  
3 Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and  
4 rates paid with each pay check. The parties agree to develop a pay summary which will be used when there is  
5 a change to the employee's hours, wages, or salary.  
6

7 **Section 17.2.**

8 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
9 Schedule A attached hereto and by this reference incorporated herein.  
10

11 **Section 17.2.1.**

12 Should the legislature, during the life of this Agreement, authorize and fund a salary, insurance or  
13 increment increase, the District will pass through the additional funds to classified BEA employees  
14 and apply the same adjustment to categorical employees. Salary increase funds, if any, will be applied  
15 on an equal cents per hour basis to all steps on Schedule A.  
16

17 **Section 17.2.2.**

18 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of  
19 this Agreement, provided the employee has been actively employed continuously for at least one-half  
20 ( $\frac{1}{2}$ ) of the previous employment year.  
21

22 **Section 17.3.**

23 For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter ( $\frac{1}{4}$ ) hour.  
24

25 **Section 17.4.**

26 Any employee required to travel from one site to another in a private vehicle during working hours shall be  
27 reimbursed for such travel on a per-mile basis at the established IRS rate per mile. All other expenses shall be  
28 reimbursed consistent with Board policy.  
29

30 **Section 17.5.**

31 Employees required to remain overnight on District business shall be reimbursed for room and board  
32 expenses consistent with Board policy. All other travel expenses shall also be reimbursed consistent with  
33 Board policy.  
34

35 **Section 17.6.**

36 Employees shall receive annual compensation in twelve (12) monthly payments. Additional hours worked  
37 over the "budgeted" hours shall be added onto each month's base pay.  
38

39 **Section 17.7.**

40 Employees attending District required staff meetings shall be compensated at the regular hourly rate.  
41 Employees shall receive payment for required meetings based upon actual time of attendance, but for not less  
42 than one (1) hour.  
43

44 **Section 17.8.**

45 It is mutually agreed that all bargaining unit members will participate in start-up day activities, prior to the  
46 beginning of the instructional year.  
47  
48

1 **Section 17.9.**

2 All employees shall receive a one-time lump sum payment of five hundred dollars (\$500.00) at the end of  
3 ten (10) years of service, one thousand dollars (\$1,000), at the end of fifteen (15) years of service, and all  
4 employees shall receive a one-time lump sum payment of fifteen hundred (\$1,500) dollars at the end of  
5 twenty (20) years of service with the District. Twenty-five (25) years of service at one thousand, five hundred  
6 dollars (\$1,500) and thirty (30) years of service at one thousand, eight dollars (\$1,800).  
7  
8  
9

10 **ARTICLE XVIII**

11 **TERM AND SEPARABILITY OF PROVISIONS**

12  
13  
14 **Section 18.1.**

15 The term of this Agreement shall be September 1, 2021 to August 31, 2024. A reopener on wages will be  
16 held during the spring of 2023. At the first bargaining meeting of the reopener, the District shall begin  
17 negotiations by presenting an initial offer of two percent (2%) plus IPD (Implicit Price Deflator).  
18

19 **Section 18.2.**

20 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its  
21 execution date, except as provided in the following section.  
22

23 **Section 18.3.**

24 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
25 parties in writing; provided, however, that this Agreement shall be reopened as necessary to consider the  
26 impact of any legislation enacted following execution of this Agreement which may arguably affect the terms  
27 and conditions herein or create authority to alter personnel practices in public employment.  
28

29 **Section 18.4.**

30 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of  
31 this Agreement shall not be affected thereby.  
32

33 **Section 18.5.**

34 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or  
35 Federal statutes or regulations promulgated pursuant thereto.  
36

37 **Section 18.6.**

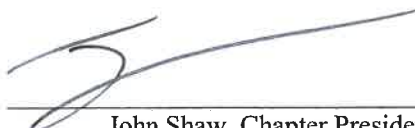
38 In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement,  
39 such provision shall be renegotiated pursuant to Section 18.3.  
40  
41  
42  
43

# SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

LOPEZ ISLAND CHAPTER #805

BY:

  
John Shaw, Chapter President

DATE:

11/23/2021

LOPEZ ISLAND SCHOOL DISTRICT #144

BY:

  
Edward Murray, Superintendent

DATE:

11/23/2021

**SCHEDULE A**  
**Lopez Island School District #144**  
**September 1, 2021 – August 31, 2022**

<b>Job Classifications</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Program Asst/Paraeducator	\$ 18.63	\$ 18.90	\$ 19.19	\$ 19.48	\$ 19.72	\$ 19.97	\$ 20.22	\$ 20.47	\$ 20.67	\$ 20.88	\$ 21.09	\$ 21.30
Paraeducator Special Needs	\$ 21.49	\$ 21.81	\$ 22.14	\$ 22.47	\$ 22.75	\$ 23.04	\$ 23.33	\$ 23.62	\$ 23.85	\$ 24.09	\$ 24.33	\$ 24.58
Behavior Intervention Specialist	\$ 20.47	\$ 20.78	\$ 21.09	\$ 21.41	\$ 21.67	\$ 21.95	\$ 22.22	\$ 22.50	\$ 22.72	\$ 22.95	\$ 23.18	\$ 23.41
Program Coordinator	\$ 18.53	\$ 18.81	\$ 19.09	\$ 19.38	\$ 19.62	\$ 19.87	\$ 20.12	\$ 20.37	\$ 20.57	\$ 20.78	\$ 20.98	\$ 21.19
Office Coordinator	\$ 21.49	\$ 21.81	\$ 22.14	\$ 22.47	\$ 22.75	\$ 23.04	\$ 23.33	\$ 23.62	\$ 23.85	\$ 24.09	\$ 24.33	\$ 24.58
Food Service Manager	\$ 22.63	\$ 22.97	\$ 23.32	\$ 23.67	\$ 23.96	\$ 24.26	\$ 24.57	\$ 24.87	\$ 25.12	\$ 25.37	\$ 25.63	\$ 25.88
Cook	\$ 18.63	\$ 18.90	\$ 19.19	\$ 19.48	\$ 19.72	\$ 19.97	\$ 20.22	\$ 20.47	\$ 20.67	\$ 20.88	\$ 21.09	\$ 21.30
Head Bus Driver	\$ 22.36	\$ 22.69	\$ 23.03	\$ 23.38	\$ 23.67	\$ 23.97	\$ 24.27	\$ 24.57	\$ 24.82	\$ 25.06	\$ 25.32	\$ 25.57
Bus Driver	\$ 21.51	\$ 21.83	\$ 22.16	\$ 22.49	\$ 22.78	\$ 23.06	\$ 23.35	\$ 23.64	\$ 23.88	\$ 24.12	\$ 24.36	\$ 24.60
Head Custodian	\$ 20.22	\$ 20.52	\$ 20.83	\$ 21.14	\$ 21.40	\$ 21.67	\$ 21.94	\$ 22.22	\$ 22.44	\$ 22.66	\$ 22.89	\$ 23.12
Custodian	\$ 19.19	\$ 19.47	\$ 19.77	\$ 20.06	\$ 20.31	\$ 20.57	\$ 20.82	\$ 21.08	\$ 21.30	\$ 21.51	\$ 21.72	\$ 21.94
Head Maintenance/Grounds	\$ 24.35	\$ 24.71	\$ 25.08	\$ 25.46	\$ 25.78	\$ 26.10	\$ 26.43	\$ 26.76	\$ 27.02	\$ 27.29	\$ 27.57	\$ 27.84
Maintenance/Ground	\$ 21.47	\$ 21.79	\$ 22.12	\$ 22.45	\$ 22.73	\$ 23.02	\$ 23.30	\$ 23.60	\$ 23.83	\$ 24.07	\$ 24.31	\$ 24.55
Media Asst/Library Specialist	\$ 21.49	\$ 21.81	\$ 22.14	\$ 22.47	\$ 22.75	\$ 23.04	\$ 23.33	\$ 23.62	\$ 23.85	\$ 24.09	\$ 24.33	\$ 24.58
Technology Support	\$ 23.76	\$ 24.11	\$ 24.47	\$ 24.84	\$ 25.15	\$ 25.47	\$ 25.78	\$ 26.11	\$ 26.37	\$ 26.63	\$ 26.90	\$ 27.17
Health Room Asst.	\$ 20.47	\$ 20.78	\$ 21.09	\$ 21.41	\$ 21.67	\$ 21.95	\$ 22.22	\$ 22.50	\$ 22.72	\$ 22.95	\$ 23.18	\$ 23.41
Nurse	\$ 34.07	\$ 34.58	\$ 35.10	\$ 35.62	\$ 36.07	\$ 36.52	\$ 36.98	\$ 37.44	\$ 37.81	\$ 38.19	\$ 38.57	\$ 38.96

IPD \$ - 2%

**PUBLIC SCHOOL EMPLOYEES OF LOPEZ ISLAND**

Agreement: \$.16 once per year for each 20 hours of \*professional development through 13/14 Agreement: \$.30 once per year for each 20 hours of \*professional development beginning 14/15.

Longevity: One time \$500 at 10 years; one-time \$1,000 at 15 years; one-time \$1,200 at 20 years; one-time \$1,500 at 25 years; one-time \$1,800 at 30 years  
 NOTE: Experience (Zero experience = Step 1)

\*Classes to meet clock hour/in-service requirement must be preapproved. Employees are required to complete the Classified Salary Credit application and receive preapproval of classes to receive clock hour/in-service credit.

District Assigned Safe Schools and start-up day in-service training are job requirements, and as such do not count as credit towards the clock hour/in-service credit.

Collective Bargaining Agreement (2021-2024)  
 Lopez Island Chapter #805  
 and Lopez Island School District #144

September 14, 2021

**SCHEDULE A**  
**Lopez Island School District #144**  
**September 1, 2022 – August 31, 2023**

T-1-1-1 0 0 0 0 1

<b>Job Classifications</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Program Asst/Paraeuducator	\$19.21	\$19.49	\$19.78	\$20.08	\$20.33	\$20.59	\$20.85	\$21.10	\$21.31	\$21.53	\$21.74	\$21.96
Paraeuducator Special Needs	\$22.16	\$22.49	\$22.83	\$23.17	\$23.46	\$23.75	\$24.05	\$24.35	\$24.59	\$24.84	\$25.08	\$25.34
Behavior Intervention Specialist	\$21.10	\$21.42	\$21.74	\$22.07	\$22.34	\$22.63	\$22.91	\$23.20	\$23.42	\$23.66	\$23.90	\$24.14
Program Coordinator	\$19.10	\$19.39	\$19.68	\$19.98	\$20.23	\$20.49	\$20.74	\$21.00	\$21.21	\$21.42	\$21.63	\$21.85
Office Coordinator	\$22.16	\$22.49	\$22.83	\$23.17	\$23.46	\$23.75	\$24.05	\$24.35	\$24.59	\$24.84	\$25.08	\$25.34
Food Service Manager	\$23.33	\$23.68	\$24.04	\$24.40	\$24.70	\$25.01	\$25.33	\$25.64	\$25.90	\$26.16	\$26.42	\$26.68
Cook	\$19.21	\$19.49	\$19.78	\$20.08	\$20.33	\$20.59	\$20.85	\$21.10	\$21.31	\$21.53	\$21.74	\$21.96
Head Bus Driver	\$23.05	\$23.39	\$23.74	\$24.10	\$24.40	\$24.71	\$25.02	\$25.33	\$25.59	\$25.84	\$26.10	\$26.36
Bus Driver	\$22.18	\$22.51	\$22.85	\$23.19	\$23.49	\$23.77	\$24.07	\$24.37	\$24.62	\$24.87	\$25.12	\$25.36
Head Custodian	\$20.85	\$21.16	\$21.48	\$21.80	\$22.06	\$22.34	\$22.62	\$22.91	\$23.14	\$23.36	\$23.60	\$23.84
Custodian	\$19.78	\$20.07	\$20.38	\$20.68	\$20.94	\$21.21	\$21.47	\$21.73	\$21.96	\$22.18	\$22.39	\$22.62
Head Maintenance/Grounds	\$25.10	\$25.48	\$25.86	\$26.25	\$26.58	\$26.91	\$27.25	\$27.59	\$27.86	\$28.14	\$28.42	\$28.70
Maintenance/Ground	\$22.14	\$22.47	\$22.81	\$23.15	\$23.43	\$23.73	\$24.02	\$24.33	\$24.57	\$24.82	\$25.06	\$25.31
Media Asst/Library Specialist	\$22.16	\$22.49	\$22.83	\$23.17	\$23.46	\$23.75	\$24.05	\$24.35	\$24.59	\$24.84	\$25.08	\$25.34
Technology Support	\$24.50	\$24.86	\$25.23	\$25.61	\$25.93	\$26.26	\$26.58	\$26.92	\$27.19	\$27.46	\$27.73	\$28.01
Health Room Asst.	\$21.10	\$21.42	\$21.74	\$22.07	\$22.34	\$22.63	\$22.91	\$23.20	\$23.42	\$23.66	\$23.90	\$24.14
Nurse	\$35.13	\$35.65	\$36.19	\$36.72	\$37.19	\$37.65	\$38.13	\$38.60	\$38.98	\$39.37	\$39.77	\$40.17

Anticipated IPD \$ - 1.60% plus 1.5%

**PUBLIC SCHOOL EMPLOYEES OF LOPEZ ISLAND**

Agreement: \$.16 once per year for each 20 hours of \*professional development through 13/14 Agreement: \$.30 once per year for each 20 hours of \*professional development beginning 14/15.

Longevity: One time \$500 at 10 years; one-time \$1,000 at 15 years; one-time \$1,200 at 20 years; one-time \$1,500 at 25 years; one-time \$1,800 at 30 years

NOTE: Experience (Zero experience = Step 1)

\*Classes to meet clock hour/in-service requirement must be preapproved. Employees are required to complete the Classified Salary Credit application and receive preapproval of classes to receive clock hour/in-service credit.

District Assigned Safe Schools and start-up day in-service training are job requirements, and as such do not count as credit towards the clock hour/in-service credit.

Collective Bargaining Agreement (2021-2024)

Lopez Island Chapter #805

and Lopez Island School District #144

September 14, 2021

LOPEZ ISLAND SCHOOL DISTRICT #144

86 School Road

Lopez Island, WA 98261

EVALUATION OF BUS DRIVER

<b>NAME:</b> _____		<b>DATE:</b> _____		<b>EVALUATION</b> _____	
<b>POSITION:</b> _____		<b>SCHOOL</b> _____			
<b>EVALUATION PHASE:</b> 1. <input type="checkbox"/> New 2. <input type="checkbox"/> Annual 3. <input type="checkbox"/> Other					
Meets Expectations: Performance or achievement meets District standards and/or expectations of job performance responsibilities. Needs Improvement: Performance or achievement must increase to meet District standards and/or expectations of job performance responsibilities. Unsatisfactory: Performance or achievement deficiencies seriously interfere with ability to meet District standards and/or expectations of job performance responsibilities					
<b>JOB KNOWLEDGE/SKILLS</b>	<b>Exceeds Expectations</b>	<b>Meets Expectations</b>	<b>*Needs Improvement</b>	<b>*Unsatisfactory</b>	<b>N/A</b>
Performs pre-trip inspection of bus to ensure it is in safe operating condition.					
Properly services the bus upon completion of a run.					
Assists physically handicapped/injured children on and off the bus.					
Completes all operational records and reports accurately, and on time.					
Maintains established schedule for the route(s) consistent with safe driving practices and passenger safety.					
<b>SAFETY</b>					
Complies with state and local laws and district regulations.					
Maintains appropriate order and discipline on the bus.					
Makes referrals to appropriate school official regarding misconduct.					
Promptly reports mechanical concerns to mechanics or supervisor.					
<b>CARE OF VEHICLES</b>					
Keeps assigned bus interior clean daily.					
Cleans bus exterior as required					
<b>WORK HABITS AND ATTITUDES</b>					
Utilizes good judgment at all times when driving the bus.					
Adjusts easily to new assignments or changing working/driving conditions.					
Ability to understand and positively respond to verbal/written information or direction.					
Is courteous to others at all times					
Is resourceful and shows initiative in performing work.					
Checks mailbox, bulletin board and door for messages daily.					

**LOPEZ ISLAND SCHOOL DISTRICT #144**

86 School Road

Lopez Island, WA 98261

<b>JOB KNOWLEDGE/SKILLS</b>	<b>Exceeds Expectations</b>	<b>Meets Expectations</b>	<b>*Needs Improvement</b>	<b>*Unsatisfactory</b>	<b>N/A</b>
<b>DEPENDABILITY</b>					
Is dependable in reporting to work on time.					
Self-motivated to achieve job expectations.					
<b>HUMAN RELATIONS</b>					
Cooperative, considerate, tactful, and sensitive in managing students.					
Cooperates with and makes a good impression on the public.					
Cooperates and gets along well with teachers and principals.					
Cooperates and gets along well with supervisors and administrators.					
Dresses appropriately and maintains a well-groomed appearance.					
<b>PHYSICAL HEALTH/FITNESS</b>					
Exhibits physical health and energy to meet job requirements					
<b>ATTENDANCE (Days Absent)</b>	0-2 Days	3-8 Days	9-14 Days	15 Days	
*If marked, a comment is required in Evaluator's Summary Statement. Marks in these columns, totalling six (6) or more, shall cause an overall unsatisfactory evaluation, although an unsatisfactory evaluation may result from deficiencies in					
<b>EVALUATOR'S SUMMARY STATEMENT</b> - (Required to be completed by evaluator. Attach additional pages if needed.)					
I recommend this employee continue in his/her current position: (Check one) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> With Reservations					
I find this employee's overall performance: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory					
<b>EMPLOYEE COMMENTS (Optional):</b>					
I have read and had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature below does not indicate agreement with the evaluation. A copy of this evaluation has been given to me.					
Employee's Signature:			Date:		
Reviewed By:			Date:		
c:   Employee      (Original) Evaluator    (1st copy) Personnel File (2nd copy)					



**Lopez Island School District # 144**  
**Classified Staff Evaluation Form**

☐ 90 day  
 ☐ Annual  
 ☐ Other

Year: \_\_\_\_\_  
 Name of Employee: \_\_\_\_\_

Assignment: \_\_\_\_\_

School/Department: \_\_\_\_\_

**Directions:** Check one (1) rating per performance indicator.

<b>Performance Indicator</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Satisfactory</b>	<b>Exemplary</b>
<b><i>Dependability</i></b> <input type="checkbox"/> <b><i>Unsatisfactory</i></b> <input type="checkbox"/> <b><i>Needs Improvement</i></b> <input type="checkbox"/> <b><i>Satisfactory</i></b> <input type="checkbox"/> <b><i>Exemplary</i></b>	<ul style="list-style-type: none"> <li>District policies and regulations are ignored or not followed</li> <li>Confidential information may be shared inappropriately</li> <li>May act or respond inappropriately when under stress</li> </ul>	<ul style="list-style-type: none"> <li>May be unaware of district policies and regulations</li> <li>Deals ethically with confidential information</li> <li>May act or respond inappropriately when under stress</li> </ul>	<ul style="list-style-type: none"> <li>Adheres to district policies and regulations</li> <li>Deals ethically with confidential information</li> <li>Shows loyalty to position and district</li> <li>Exhibits ability to act appropriately under stress</li> </ul>	<ul style="list-style-type: none"> <li>Adheres to district policies and regulations</li> <li>Deals ethically with confidential information</li> <li>Loyalty to position and district exceed expectations</li> <li>Demonstrates superior judgment and leadership under stressful situations</li> </ul>
<b><i>Human Relations</i></b> <input type="checkbox"/> <b><i>Unsatisfactory</i></b> <input type="checkbox"/> <b><i>Needs Improvement</i></b> <input type="checkbox"/> <b><i>Satisfactory</i></b> <input type="checkbox"/> <b><i>Exemplary</i></b>	<ul style="list-style-type: none"> <li>Miscommunication and/or lack of communication with others happens regularly</li> <li>Has difficulty working with others</li> </ul>	<ul style="list-style-type: none"> <li>Communication attempts with co-workers, supervisors, students and/or the public are sometimes unclear, ineffective, or insufficient</li> <li>Works cooperatively and/or collaboratively with some co-workers and students</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates ability and willingness to communicate effectively with co-workers, supervisors, students and the public</li> <li>Demonstrates willingness and ability to work with others</li> </ul>	<ul style="list-style-type: none"> <li>Initiates effective communication with co-workers, supervisors, students and/or the public</li> <li>Demonstrates superior ability to work collaboratively and cooperatively with others</li> </ul>
<b><i>Job Skills</i></b> <input type="checkbox"/> <b><i>Unsatisfactory</i></b> <input type="checkbox"/> <b><i>Needs Improvement</i></b> <input type="checkbox"/> <b><i>Satisfactory</i></b> <input type="checkbox"/> <b><i>Exemplary</i></b>	<ul style="list-style-type: none"> <li>Requires additional technical/professional skill to fulfill position requirements</li> <li>Responsibilities of job description are not routinely met</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional technical/professional skill to fulfill position requirements</li> <li>Performance responsibilities of position may not be met</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates adequacy of technical/professional skills needed for position</li> <li>Meets performance responsibilities of job description</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates superior technical/professional skills needed for position</li> <li>Exceeds performance responsibilities of job description</li> </ul>

Lopez Island School District # 144  
Classified Staff Evaluation Form

<b>Performance Indicator</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Satisfactory</b>	<b>Exemplary</b>
<b><i>Productivity</i></b> <input type="checkbox"/> <b><i>Unsatisfactory</i></b> <input type="checkbox"/> <b><i>Needs Improvement</i></b> <input type="checkbox"/> <b><i>Satisfactory</i></b> <input type="checkbox"/> <b><i>Exemplary</i></b>	<ul style="list-style-type: none"> <li>• Work quality lacks accuracy, thoroughness and/or professionalism</li> <li>• Work production does not meet reasonable job objectives</li> <li>• Often requires reminders about work deadlines and/or the efficient use of time</li> </ul>	<ul style="list-style-type: none"> <li>• Most work is performed thoroughly and professionally</li> <li>• Work production does not meet reasonable job objectives</li> <li>• Occasionally requires reminders about work deadlines and/or the efficient use of time</li> </ul>	<ul style="list-style-type: none"> <li>• Performs work thoroughly, accurately, professionally</li> <li>• Produces satisfactory amount of work to meet reasonable job objectives</li> <li>• Uses time efficiently and completes work on time</li> </ul>	<ul style="list-style-type: none"> <li>• Performs work thoroughly, accurately, professionally with minimal supervision</li> <li>• Work production routinely exceeds expectations for the job objectives</li> <li>• Consistently uses time efficiently and assigned tasks are routinely completed ahead of deadlines</li> </ul>
<b><i>Growth/Development</i></b> <input type="checkbox"/> <b><i>Unsatisfactory</i></b> <input type="checkbox"/> <b><i>Needs Improvement</i></b> <input type="checkbox"/> <b><i>Satisfactory</i></b> <input type="checkbox"/> <b><i>Exemplary</i></b>	<ul style="list-style-type: none"> <li>• Lacks flexibility when given new assignments, methods, or ideas to implement</li> <li>• May be unaware of own strengths and/or weaknesses</li> <li>• Unwilling/unable to make changes to correct any weakness</li> </ul>	<ul style="list-style-type: none"> <li>• New assignments, methods and ideas are accepted with difficulty</li> <li>• Demonstrates awareness of own strengths and weaknesses</li> <li>• Shows lack of growth in the correction of any weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Accepts new assignments, methods and ideas cooperatively</li> <li>• Demonstrates awareness of own strengths and weaknesses</li> <li>• Shows growth in the correction of any weakness</li> </ul>	<ul style="list-style-type: none"> <li>• Accepts new assignments, methods and ideas cooperatively</li> <li>• Aware of own strengths and weaknesses and initiates plans for self-improvement</li> <li>• Demonstrates interest in continuing to learn and grow in position</li> </ul>
<b><i>Work Habits</i></b> <input type="checkbox"/> <b><i>Unsatisfactory</i></b> <input type="checkbox"/> <b><i>Needs Improvement</i></b> <input type="checkbox"/> <b><i>Satisfactory</i></b> <input type="checkbox"/> <b><i>Exemplary</i></b>	<ul style="list-style-type: none"> <li>• Unaware or unconcerned about safety requirements for self, fellow employees, and/or students</li> <li>• Avoids assignments and/or has difficulty completing assignments as directed</li> </ul>	<ul style="list-style-type: none"> <li>• Occasionally demonstrates a lapse of awareness of safety for self, fellow employees and/or students</li> <li>• Follows directions as assigned</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates good judgment and awareness of safety for self, fellow employees and students</li> <li>• Shows initiative</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates superior judgment and awareness of safety for self, fellow employees and students</li> <li>• Shows initiative, creativity, and problem-solving skills</li> </ul>

Lopez Island School District # 144  
Classified Staff Evaluation Form

Performance Indicator	Unsatisfactory	Needs Improvement	Satisfactory	Exemplary
<b>Attendance / Appearance</b>  <input type="checkbox"/> <i>Unsatisfactory</i> <input type="checkbox"/> <i>Needs Improvement</i> <input type="checkbox"/> <i>Satisfactory</i> <input type="checkbox"/> <i>Exemplary</i>	<ul style="list-style-type: none"> <li>Habitually arrives late and/or leaves assignment early</li> <li>Dress and/or grooming may not be appropriate for the job</li> <li>Attendance is unacceptable (16+ days)</li> </ul>	<ul style="list-style-type: none"> <li>Occasionally arrives late or leaves assignment early</li> <li>Usually demonstrates appropriate dress/grooming for the job</li> <li>Attendance needs Improvement (10-15 days)</li> </ul>	<ul style="list-style-type: none"> <li>Exhibits punctuality</li> <li>Demonstrates appropriate dress/grooming for the job</li> <li>Attendance meets expectations (6-10 days)</li> </ul>	<ul style="list-style-type: none"> <li>Exhibits punctuality</li> <li>Dresses in a professional manner appropriate for the job and as a role model for students</li> <li>Attendance exceeds expectations (0-5 days)</li> </ul>

**Overall rating:** Any “Needs Improvement” or “Unsatisfactory” rating requires specific comments.

☐

Unsatisfactory

☐

Needs Improvement

☐

Satisfactory

☐

Exemplary

**Comments:**

Evaluator: \_\_\_\_\_

Employee: \_\_\_\_\_

I hereby acknowledge receipt of this evaluation.

Signatures:

Evaluator

Date

Employee

Date