

# Nonrepresented Handbook

October 2017

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## Salary Distribution

All employees starting at the beginning of the school year shall be paid in twelve monthly installments. Each warrant shall contain one-twelfth of the yearly salary with the exception of transportation, substitute, and some food service personnel who will be paid only through June. When an individual is hired the total salary will be distributed throughout the school year and the summer months with installments paid each month beginning with the first full month.

Employees hired after March 1 who are not eligible for benefits will not have their pay distributed throughout the summer months. They will receive pay only for the months they work. Beginning the following September 1, their pay will be distributed on a twelve-month basis.

In the event of a mistake resulting in underpayment, corrections shall be made when possible within five working days of the request. If the net correction is for \$50.00 or more, the employee may pick up a warrant at the payroll office during normal work hours. If the net correction is under \$50.00, the correction will be included in the next scheduled pay period, directly deposited to the employee's bank account.

Normally, all compensation (with the exception of vacation cash out) owed to an employee who is leaving the district will be paid on the next pay date. Vacation cash out will be paid one month after the last pay date.

If the employee is paid through the 15<sup>th</sup> of the month of termination, insurance coverage will continue through the end of the following month. If the employee terminates before the 15<sup>th</sup> of the month, coverage will end on the last day of that month.

The effective date for benefits for a newly eligible employee will be the 1<sup>st</sup> of the month following start date, if started on or before the 15<sup>th</sup> of the month; or the 1<sup>st</sup> of the next month following 30 days, if started after the 15<sup>th</sup> of the month.

All employees are required to enroll in direct deposit of their pay. Pay may be directed to the financial institution of the employee's choice. Enrollment forms may be obtained from the payroll office.

Each employee shall have access through Skyward Employee Access to a statement each month that itemizes the employee's compensation and deductions for that month, including any leave time used during the month and the balance of accumulated leave.

### **9- and 10-Month Classified Employment Status**

Classified employees, who are engaged to serve less than twelve (12) months, will be advised in writing of their employment status for the ensuing school year prior to the close of the school year.

### **Information Technology Interns**

Information Technology interns who are college graduates can only work for a maximum of twelve (12) months. For those enrolled in an undergraduate program, the internship cannot exceed four years.

### **Required Health Permits**

The district shall maintain compliance with all state laws or regulations for employee health certificates.

In compliance with State Department of Health Regulations, Title 246 of the Washington Administrative Code, all food service personnel shall be required to maintain a valid food handler's permit. It shall be the responsibility of the food services department to ensure compliance with this provision.

### **Workweek for Nonrepresented Employees**

Consistent with federal and state regulations, the district shall establish and maintain a defined workweek for nonrepresented employees.

- The workweek for nonrepresented personnel shall be defined as a seven-day week, commencing at 12:01 a.m., Monday through 12:00 midnight the following Sunday.
- Employees shall normally work a five-day schedule, Monday through Friday, with two consecutive days of rest, Saturday and Sunday. If the work schedule is different than Monday through Friday, the supervisor shall so notify the employee.

### **Overtime/Compensatory Time for Nonrepresented, Nonexempt Employees**

Nonrepresented, nonexempt employees shall be compensated for extra hours of service performed in accordance with federal and state guidelines.

- Overtime shall be administered in accordance with the Fair Labor Standards Act, 1985 Amendments, and state laws and regulations. Nonrepresented, nonexempt employees who are required by their immediate supervisor to work beyond forty (40) compensated hours per week shall receive time and one-half for all overtime, except that work performed on a designated holiday will be paid at two and a half (2½) times the employee's regular rate of pay. This is defined as holiday pay plus

time and one-half for all regular work hours for a total of two and a half times (2½) the employee's regular rate of pay. For any hours worked on a holiday over the employee's regular work hours, the employee will be paid at two and a half times (2½) the employee's regular rate of pay.

- Employees are allowed to work extra hours on a compensatory basis but only if an agreement is reached between the employee and the supervisor in advance. Under the Fair Labor Standards Act it is allowable to accumulate compensatory time to a maximum of 240 hours. However, it is recommended that compensatory time be accumulated only to a maximum of 40 hours due to scheduling constraints of its effective use.
- Overtime shall only be authorized in those instances where supervisors have the authority and budget for overtime compensation.

### **Meal Periods and Rest Periods for Nonrepresented, Nonexempt Employees**

Meal periods and rest periods for nonrepresented, nonexempt employees shall be in accordance with state and federal guidelines.

- No employee shall be required to work more than five consecutive hours without a meal period.
- Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work site in the interest of the employer.
- Employees working three or more hours longer than a normal work day shall be allowed at least one 30-minute meal period prior to or during the overtime period.
- Employees shall be allowed a rest period of not less than 15 minutes, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.
- Where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for each four hours worked, scheduled rest periods are not required.

**Nonrepresented Administrator Salary Schedule**

July 1, 2017 - June 30, 2018

Current Year of  
Position Service:

Position:	1-2	3-4	5-6	7-8	9-10	11 to 12+
Supervisor (I)	76,042	78,893	81,749	84,603	88,760	94,535
Supervisor (II)	105,072	108,115	111,148	114,180	118,338	124,111
Assistant Director/Coordinator	117,710	120,044	122,378	124,712	127,046	129,381
Director	131,846	135,841	139,834	143,828	146,006	148,183
	1-4	5+				
Executive Director	151,050	154,009				
School Improvement Officer	159,805					
Chief Officer	182,668					

Add \$5,000\* for doctoral degree from accredited college/ university  
(Northwest Accreditation Commission or comparable regional accreditor)

Add \$2,000\* for current State of Washington superintendent's credential

\*Based on District procedures/ deadlines

All administrative contracts are based on 260 days

## **Provisions Governing the Nonrepresented Administrator Salary Schedule**

### **Definition of Positions**

#### Supervisor (I)

- Supervisor I positions are classified supervisors who manage and supervise a department or function.

#### Supervisor (II)

- Supervisor II positions are classified supervisors of district-level departments or functions. These positions are generally expected to require a college degree and/or technical expertise of a highly advanced nature, as well as upper-level management ability.

#### Assistant Director/Coordinator

- Assistant directors/coordinators are certified or classified administrators with specific responsibilities in programs under the management of another administrator. They perform duties related to that program assigned by the program administrator.

#### Director

- Directors are administrators of programs which service students, staff, and administrators.

#### Executive Director

- Executive directors are administrators of major programs that service students, staff, and administrators and have significant impact on the district operations.

#### School Improvement Officer

- School improvement officers are administrators of major programs that service students, staff, and administrators and have significant impact on the district operations.

#### Chief Officer

- Chief officers report directly to the superintendent and manage the major divisions of the district, including supervision of elementary, middle, and senior high schools, as well as specific district-level functions.

### **Criteria for Initial Placement on the Schedule**

- The chief human resources officer will place the new administrator on the respective administrative salary schedule based on verified years of experience as an administrator as determined by Human Resources.

### **Advancement**

- Administrators will gain one year of administrative experience each year. Administrative experience increases are only made once a year effective July 1. To be eligible for the annual administrative experience increase, a nonrepresented administrator must have been in the position by January 31 of the previous school year and received a satisfactory yearly performance review.

### **Schedule Approval**

Adjustments to the nonrepresented administrator salary schedule will be submitted to the board for approval. Annually, per RCW 28.405.200, the board of directors shall receive for approval the designated salary schedules for all certificated employees (Kent Education Association, Kent Principals Association, and nonrepresented administrators).

### **Doctorate Stipend**

In recognition of the positive impact that advanced learning has on educational leadership, the district agrees to provide an annual \$5,000 doctorate stipend to administrators. To be eligible for the full annual stipend effective July 1 of the new contract year, an administrator must have earned the doctorate (Ph.D., Ed.D., J.D.) on or before July 1.

- To have earned the degree, the awarding college/university (accredited by Northwest Accreditation Commission or comparable regional accreditor) must have conferred the degree on or before July 1.
- The official transcript, reflecting the date the degree was conferred, is due in Human Resources no later than sixty (60) calendars days after the conferred date.
- After meeting these conditions, the full stipend will be paid in monthly increments beginning with the next available pay warrant, effective July 1.

For a doctorate earned after July 1, the official transcript, reflecting the date the degree was conferred, is due in Human Resources no later than sixty (60) calendar days after the conferred date. After meeting these conditions, the prorated stipend will be paid in



monthly increments beginning with the next available pay warrant, retroactive to the conferred date.

- Official transcripts for degrees conferred before July 1, but received in Human Resources after June 1, will be effective July 1 of the new contract year regardless of the conferred date.

### **Superintendent Credential Stipend**

In recognition that professional development resulting in earning a superintendent certificate/endorsement advances educational leadership, the district agrees to provide an annual \$2,000 State of Washington superintendent certificate stipend to administrators. To be eligible for the full stipend effective July 1 of the new contract year, an administrator must have earned the superintendent certificate on or before July 1.

- To have earned the superintendent certificate, the Office of the Superintendent of Public Instruction (Washington), Professional Education & Certification must have issued the superintendent certificate on or before July 1.
- The OSPI issued certificate, reflecting the date the certificate was issued, is due in Human Resources no later than sixty (60) calendar days after the date of issue.
- After meeting these conditions, the full stipend will be paid in monthly increments beginning with the next available pay warrant, effective July 1.

For a superintendent certificate issued after July 1, the OSPI issued certificate, reflecting the date the certificate was issued, is due in Human Resources no later than sixty (60) calendar days after the date of issue. After meeting these conditions, the prorated stipend will be paid in monthly increments beginning with the next available pay warrant, retroactive to the date of issue.

- Superintendent certificates issued before July 1, but received in Human Resources after June 1, will be effective July 1 of the new contract year regardless of the date of issue.

### **Commitment Stipend**

In recognition of commitment to educational leadership, the district agrees to the provision of an annual commitment stipend. To be eligible for said stipend, a nonrepresented administrator must have been an employee of the district by January 31 of the previous school year with continued employment through the last work day in November of the current school year. The commitment stipend amount will be determined by the current position held at the time of payment. The stipend will be

distributed in the November pay warrant. Effective July 1, 2014, administrators who are on a Plan of Improvement on July 1 of each year shall not receive the KSD annual commitment stipend that is distributed in the November pay warrant for the applicable contract year.

The stipend amounts are detailed below:

- Supervisor I \$1,700
- Supervisor II \$1,950
- Assistant Director/Coordinator \$2,050
- Director \$2,600
- Executive Director/School Improvement Officer \$3,400
- Chief Officer \$3,800

Nonrepresented nonsupervisory employees will also receive an annual commitment stipend. To be eligible for said stipend, a nonrepresented nonsupervisory employee must have been an employee of the district by January 31 of the previous school year with continued employment through the last work day in November of the current school year. The commitment stipend amount will be determined by the current position held at the time of payment. The stipend will be distributed in the November pay warrant. Employees who are on a Plan of Improvement on September 1 of each year shall not receive the KSD annual commitment stipend that is distributed in the November pay warrant for the applicable year.

The stipend amounts are detailed below:

For employees earning:

- Less than \$10,000 \$100

Between:

- \$10,000 and \$19,999 \$300
- \$20,000 and \$29,999 \$400
- \$30,000 and \$39,999 \$600
- \$40,000 and \$49,999 \$700
- \$50,000 and \$59,999 \$800
- \$60,000 or more \$900

**Information Technology Salary Schedule***Note: Based on 260 days, 8 hours a day***September 1, 2017 - August 31, 2018**

<i>Grade</i>	<i>Title/Description</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
3	Library/Media Specialist	44,355	47,015	49,835	52,825	55,995	59,355	62,917
6	Help Desk Specialist I, Technical Support Specialist I	51,007	54,066	57,311	60,749	64,394	68,259	72,355
8	Applications Technical Specialist I, Server Administrator I, Network Engineer I, Telecommunications Specialist I	56,107	59,473	63,041	66,824	70,835	75,084	79,590
10	Help Desk Specialist II, Technical Support Specialist II, Applications Analyst I	61,718	65,422	69,346	73,508	77,918	82,593	87,548
12	Applications Technical Specialist II	67,889	71,963	76,279	80,858	85,709	90,852	96,303
13	Telecommunications Specialist II, Server Administrator II, Network Engineer II, Sr. Helpdesk Specialist	71,284	75,561	80,094	84,902	89,994	95,394	101,117
14	Technical Support Specialist III, Technology Training Specialist	74,848	79,339	84,100	89,145	94,495	100,164	106,173
15	Technical Support Specialist Lead, Application Analyst II	78,590	83,306	88,304	93,602	99,220	105,171	111,483
16	Web Developer	82,519	87,471	92,720	98,283	104,180	110,432	117,057
17	Database Administrator, Web Systems Engineer	86,646	91,844	97,357	103,198	109,388	115,952	122,909
18	Network Engineer III, Server Administrator III, Applications Analyst III, IT Projects Manager	90,977	96,437	102,223	107,335	113,775	119,463	125,436
19	Network Engineer Lead, Server Administrator Lead	95,528	100,304	105,319	110,585	116,114	121,920	128,016
20	Managers (Technical Systems, Customer Service, Web/Applications), Systems Architect	100,304	105,319	110,585	116,114	121,920	128,016	134,416

## **Provisions Governing the Information Technology Salary Schedule**

### **Definition of Grades**

Employee grade placement on the salary schedule shall be determined based on the employee's job title/description.

### **Criteria for Initial Placement on the Schedule**

Consideration for initial salary schedule placement shall be determined based on the employee's education, experience, and technical abilities as related to the requirements of the specific position. Salary schedule placement shall be made by the chief human resources officer after consultation with the chief information officer.

### **Advancement**

All information technology employees will move incrementally over one salary schedule step each year. Step advances are only made once a year effective September 1. To be eligible for such step advancement, an employee must have been in the position by January 31 of the previous school year and received a satisfactory yearly performance review.

### **Schedule Adjustment**

Adjustments to the information technology salary schedule will be submitted to the board for approval. The approved salary schedule will be reproduced and distributed to employees as requested.

## Professional and Technical Employees' Salary Schedule

September 1, 2017 - August 31, 2018

<b>Grade 1</b>		<b>Grade 2</b>		<b>Grade 3</b>		<b>Grade 4</b>	
<u>Level</u>	<u>Salary</u>	<u>Level</u>	<u>Salary</u>	<u>Level</u>	<u>Salary</u>	<u>Level</u>	<u>Salary</u>
1	39,970	1	58,018	1	78,631	1	100,579
2	41,252	2	59,290	2	79,919	2	101,871
3	42,113	3	60,576	3	81,212	3	103,161
4	43,834	4	61,864	4	82,502	4	104,452
5	45,118	5	63,156	5	83,794	5	105,745
6	46,404	6	64,448	6	85,089	6	107,036
7	47,691	7	65,740	7	85,212	7	108,326
8	48,980	8	66,851	8	86,504	8	109,615
9	50,269	9	68,310	9	87,800	9	110,910
10	51,557	10	69,608	10	89,094	10	112,204
11	52,849	11	70,889	11	90,386	11	113,498
12	54,137	12	72,175	12	91,682	12	114,791
13	55,435	13	73,473	13	92,976	13	116,087
14	56,715	14	74,752	14	94,270	14	117,380
15		15	76,050	15	95,565	15	118,674
16		16	77,342	16	96,858	16	119,969
		17		17	98,152	17	121,261
		18		18	99,446	18	122,557
				19		19	123,852
				20		20	125,146

*Note: Based on 260 days, 8 hours a day*

## **Provisions Governing the Professional and Technical Salary Schedule**

### **Definition of Grades**

- Grade 1 positions generally require a specific technical skill or training more advanced than general operational skills. Grade 1 positions do not generally have total department responsibilities, but may perform lead responsibilities in a small department.
- Grade 2 positions generally require a more advanced technical skill or minimum supervisory skills. Grade 2 positions operate at a greater level of functional responsibility than those in Grade 1. They generally supervise a department or perform a technical skill of equivalent responsibility.
- Grade 3 positions are generally of two types: (1) the position requires more advanced management skills as the leader of a department or function with a greater level or responsibility than Grade 2, or (2) the position requires special training or education. Grade 3 positions have impact on district performance, as well as responsibility for equipment or facilities of importance.
- Grade 4 positions are reserved for highly technical or specialized skills requiring specific education, training or experience. This category is to be used only under unique circumstances and requires advance approval from the superintendent.

### **Criteria for Initial Placement on the Schedule**

Consideration for initial salary schedule placement shall be determined based on the employee's education, experience, and technical abilities as related to the requirements of the specific position. Salary schedule placement shall be made by the chief human resources officer after consultation with the appropriate division chief.

### **Advancement**

All professional and technical employees will move incrementally down one salary schedule step each year. Step advances are only made once a year effective September 1. To be eligible for such step advancement, an employee must have been in the position by January 31 of the previous school year and received a satisfactory yearly performance review.

### **Schedule Adjustment**

Adjustments to the professional technical salary schedule will be submitted to the board for approval. The approved salary schedule will be reproduced and distributed to employees as requested.

**Salary Schedule for Nonrepresented Personnel**

September 1, 2017 – August 31, 2018

COTA/PTA, Step 1 (1-2 yrs).....	22.81
COTA/PTA, Step 2 (3-5 yrs).....	24.53
COTA/PTA, Step 3 (6 yrs +).....	27.02
Executive Assistant, Step 1 (1-2 yrs).....	31.33
Executive Assistant, Step 2 (3-4 yrs).....	32.90
Executive Assistant, Step 3 (5-10 yrs).....	34.57
Executive Assistant, Step 4 (11 yrs +).....	37.30
Executive Assistant to Chief Officer, Step 1 (1-2 yrs).....	31.93
Executive Assistant to Chief Officer, Step 2 (3-4 yrs).....	33.50
Executive Assistant to Chief Officer, Step 3 (5-10 yrs).....	35.16
Executive Assistant to Chief Officer, Step 4 (11 yrs +).....	37.90
Executive Assistant to Superintendent/ Board, Step 1 (1-2 yrs).....	39.78
Executive Assistant to Superintendent/ Board, Step 2 (3-10 yrs).....	42.31
Executive Assistant to Superintendent/ Board, Step 3 (11 yrs +).....	44.85
Family Advocate, Step 1 (1-3 yrs).....	15.26
Family Advocate, Step 2 (4 yrs +).....	21.47
Intervention Team Assistant, Step 1 (1-2 yrs).....	22.81
Intervention Team Assistant, Step 2 (3-5 yrs).....	24.53
Intervention Team Assistant, Step 3 (6 yrs +).....	27.01
Licensed Practical Nurse, Step 1 (1-2 yrs).....	20.71
Licensed Practical Nurse, Step 2 (3-5 yrs).....	22.25
Licensed Practical Nurse, Step 3 (6 yrs +).....	24.53
Locker Room Assistant.....	15.30
Safety Campus Officer, Step 1 (1-4 yrs).....	27.40
Safety Campus Officer, Step 2 (5 yrs +).....	28.71
Safety Patrol Officer, Step 1 (1-4 yrs).....	28.62
Safety Patrol Officer, Step 2 (5 yrs +).....	29.95
Safety Patrol Lead, Step 1 (1 yr).....	31.17
Safety Patrol Lead, Step 2 (2-3 yrs).....	32.98
Safety Patrol Lead, Step 3 (4-5 yrs).....	33.66
Safety Patrol Lead, Step 4 (6 yrs +).....	34.33
SLP Assistant, Step 1 (1-2 yrs).....	22.81
SLP Assistant, Step 2 (3-5 yrs).....	24.53
SLP Assistant, Step 3 (6 yrs +).....	27.01
Student Advocate.....	19.70

## **Criteria for Initial Placement on the Schedule**

Initial placement shall be made by the human resources department on Step 1 unless employee has previous experience in the same position in a Washington school district; then, years of experience credit will be used for placement.

## **Advancement**

Nonrepresented employees will gain one year of salary schedule experience each year. Step advances are only made once a year effective September 1. To be eligible for the year of salary schedule experience, an employee must have been in the position by January 31 of the previous school year and received a satisfactory yearly performance review.

Years worked in any executive assistant position will count toward step placement when moving from one position to another in the executive assistant group.

## **Schedule Adjustment**

Adjustments to the nonrepresented salary schedule will be submitted to the board for approval. The approved salary schedule will be reproduced and distributed to employees as requested.

## **JROTC Instructor Salaries**

### **Definition of Position**

- JROTC instructors are retired officers or NCOs of the U.S. Marine Corps who are employed by the district to administer and staff a JROTC unit at the district pursuant to 10 U.S.C. § 2031, Marine Corps Order 1533.6, and the August 17, 1977, Application and Agreement for Establishment of Marine Corps Junior Reserve Officer Training Corps Unit between the district and the Commandant of U.S. Marine Corps.
- JROTC instructors shall be required to hold and maintain valid Washington State teaching certification.

### **Salary Calculation**

- Each JROTC instructor's salary shall be determined by the U.S. Marine Corps. Salary placement will be made on the statewide salary schedule for certificated nonsupervisory employees at the level closest to the amount authorized by the U.S. Marine Corps.

### **Salary Procedures**

- JROTC instructors shall be paid on a monthly basis at the same time as other nonsupervisory certificated employees.



- The district shall pay the full amount of JROTC instructor salaries. The district shall be responsible for seeking reimbursement from the U.S. Marine Corps for one-half of the JROTC instructor salary payments.

### **Stipends**

- JROTC instructors may be paid stipends pursuant to supplemental contracts for duties performed in addition to their regular assignments and/or outside regular school hours.
- A stipend shall be available for drill team and rifle team assignments. The drill team stipend shall be calculated at .123 times the base teacher salary under the district/KEA collective bargaining agreement in effect at the time, and the rifle team stipend shall be 80% of the drill team stipend.
- A JROTC instructor shall be paid a stipend for department head to be calculated in the same fashion as department head stipends are calculated under the district/KEA collective bargaining agreement in effect at the time.

### **Educational Excellence for Nonrepresented Personnel**

The district will offer opportunities for nonrepresented personnel to participate in the Educational Excellence Program through effective education and significant special projects.

The program will be supervised by the superintendent. Eligibility will be as follows:

- Classified nonsupervisory personnel, five (5) days at per diem and payment for special projects.
- JROTC instructors, five (5) days at per diem and payment for special projects.

Classified, nonrepresented employees excluding leadership team, completing any of the following classified training programs shall receive a one-time stipend of \$639 for each program completed:

- Kent School District Professional Achievement Certificate I
- Kent School District Professional Achievement Certificate II
- Kent School District Professional Achievement Certificate III
- Kent School District Professional Achievement Certificate IV

### **Staff Trainer**

A salary shall be established for the position of staff trainer. The staff trainer will be responsible for planning, organizing, and carrying out the teaching of staff development programs for the district. The staff trainer will be paid at the greater of the employee's per diem rate or the current staff trainer rate.

The staff trainer rate will apply only for off-hours training time, for clearly identifiable training which is separate from the individual's current job description, and when the staff trainer appointment and course outline have been approved by the staff development department and the director of staff development.

### **Probationary Period for Classified Nonrepresented Personnel**

Newly employed, nonrepresented personnel shall be placed in a probationary status. The probationary period shall continue for (1) one-half of the employee's designated work year, (90 days for nine-month, 101 work days for ten-month, and 130 work days for 12-month); or (2) ten working days following the district's receipt of an employee's conviction history from the State Patrol under Chapter 43.43 RCW, as amended, whichever time period is greater.

Employment with the district will be conditional upon the district's receipt of a criminal conviction history record that is clear of any convictions, adjudications, protective orders, final decisions, or criminal charges listed in Chapter 43.43 RCW, as amended.

At any time during the probationary period, the district, in its sole discretion, may discipline or discharge a nonrepresented employee. The provisions of Grievance for Nonrepresented Personnel, relating to discipline and discharge of nonrepresented employees, shall not be applicable to probationary employees.

### **Insubordination**

The District is committed to an atmosphere where respectful relationships exist between supervisors and employees. An employee's blatant or implied refusal to carry out a directive from a supervisor will be considered an act of insubordination and may be subject to disciplinary action. An employee's refusal to perform an illegal or unethical act, or an action that violates District policy, will not be considered in subordination.

### **Benefits and Reimbursements for Nonrepresented Personnel**

The district shall provide benefits and reimbursements, including payments towards premiums of approved district group insurance programs, in accordance with the procedures outlined.

#### **Insurance**

- **Eligibility.** An employee must be assigned a minimum of 4.0 hours per day on a regular schedule (60 consecutive days or longer) to be eligible to enroll in the approved insurance programs. Enrollment in the required (mandatory) dental, vision, long term disability, and group term-life insurance programs is automatic for any employee working a minimum of 4.0 hours per day.
- **Enrollment.** New employees desiring coverage must enroll in the insurance programs within thirty (30) calendar days of their employment in a regular position

that qualifies the employee for benefits. Failure to meet this deadline will result in noneligibility until the next general enrollment period for the district, provided mandatory coverages will automatically be provided for all eligible employees. Regular employees shall have the option to change or enroll in insurance programs during the open enrollment period specified by the district (normally the month of September through the second Friday of October of each year).

- Initial Contribution Rate – Nonrepresented Administrators. The district's initial insurance premium contribution shall be a maximum of \$820.00 per month effective September 2017, prorated on an FTE basis, for all eligible employees and their eligible dependents. A full FTE for benefits purposes is equal to 1,440 hours per year.
- Initial Contribution Rate--Nonrepresented Nonsupervisory Personnel. The district's initial insurance premium contribution shall be a maximum of \$820.00 per month effective September 2017, prorated on an FTE basis in accordance with the following schedule, for all eligible employees and their eligible dependents:

Annual Hours Worked	Contribution Per Month
756- 839	\$450.18 (54.9%)
840- 939	506.76 (61.8%)
940-1039	564.16 (68.8%)
1040-1139	620.74 (75.7%)
1140-1239	677.32 (82.6%)
1240-1339	734.72 (89.6%)
1340-1439	791.30 (96.5%)
1440-2080	820.00 (100%)

- Basic Benefits and Initial Contributions. All eligible employees, as defined above, along with eligible dependents, will be required to participate in the district-approved dental, vision, long term disability, and group term-life insurance programs. Each eligible employee will have the option of participating in a district-approved medical insurance program, along with eligible dependents. These programs will be known as the "basic benefits" programs. The district will make premium contributions for eligible employees for basic benefits on the basis of the initial contribution rates set forth above. Payroll deductions will be made for any portion of an eligible employee's premiums that are not paid by the district.
- Insurance Pooling. Any unused balance of the district fringe benefit contribution will be allocated for the district-funded benefits for eligible employees. The total amount accumulated in this manner will be divided proportionately on an FTE basis among eligible employees according to the annual number of hours worked. This additional contribution for payment of premiums for basic benefits will be adjusted throughout the year based on the total number of eligible employees and available balance of unused district benefit contribution.

- Miscellaneous Provisions. An employee who is on an authorized leave of absence may elect to keep in force, for one year only (or such longer period as may be required by law), an insurance membership that was in effect while the employee was previously on salaried status by remitting the premium payment to the district.

Insurance benefits are subject to reduction or other adjustment, in the event any aspect thereof exceeds the benefit levels funded by the state or triggers an optional benefits pooling obligation under RCW 28A.400.280 with funds in excess of the pooled funds described in 1.3 through 1.6, above. It is the district's intention, pursuant to RCW 28A.400.275(1), to abide by state laws pertaining to school district employee benefits.

**Other Benefits**

- Employees will be covered by the district's liability insurance policies to the extent provided therein.
- Employees shall be eligible to participate in the district's Section 125 program.
- The Washington State Workers' Compensation Law will cover employees who are injured while on duty. The cost of the industrial insurance and medical aid coverage will be borne by the district. In accordance with the Workers' Compensation Law, the employee and the district will share the cost of the pension fund (long-term disability) equally.

**Nonrepresented Administrator - Professional Dues**

The district will pay the professional dues for all nonrepresented administrators for local, state, or national dues in administrative associations subject to the superintendent's approval.

**Nonrepresented Administrator - TSA Match**

The District shall match the monthly contribution of participating nonrepresented administrators to an approved tax sheltered annuity, allocated according to the table below:

<u>Current Year of School District Administrative Service</u>	<u>Monthly Allocation*</u>
1-3	\$50
4-5	\$100
6-8	\$150
9+	\$200

\*Maximum amount matched by the District.

## **Nonrepresented Administrator – Travel/Mileage Reimbursement**

Nonrepresented administrators will be entitled to reimbursement for in-district and out-of-district travel in accordance with district procedures for travel reimbursement (6213P). Requests for mileage only reimbursement for either in-district or out-of-district travel will be processed on a quarterly basis for the periods ending November 30, February 28, May 31, and August 31.

## **Grievance for Nonrepresented Personnel**

The purpose of these procedures is to provide a means for the orderly and expeditious adjustment of grievances of individual nonrepresented employees of the district.

### Definitions

- Grievance means a claim by a nonrepresented individual employee that an existing district policy has been breached.
- Grievant means a nonrepresented district employee.

### General Conditions

- Time limits:

The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is described to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances the time limits prescribed may be extended by mutual consent of the grievant and the person or persons by whom the grievance is being considered.

- Confidentiality:

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance-adjusting process or by any employee or administrator of the district. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file. If the grievant so requests in writing, a record of the final adjustment of the grievance may be placed in the grievant's personnel file.

- Additional participants:

Both parties in the grievance adjustment procedure may call in other persons who could make a pertinent contribution to the acceptable adjustment of the grievance.

- Freedom from reprisal:

Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their reasonable participation in the grievance-adjusting process.

A grievance must be filed within thirty calendar days of the occurrence of which the grievant complains.

- Procedures

Step 1 - Oral discussion:

- The grievant shall first discuss the grievance with his or her immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner.

Step 2 - Grievance reduced to writing - supervisory level:

- If no settlement is reached in step 1, and the grievant considers the grievance to be valid, the grievant shall within seven work days of the oral discussion, submit in writing to the immediate supervisor a statement of the grievance which will contain the following:

The facts upon which the grievance is based.

- A reference to the district policy alleged to have been breached.
- The remedy sought.
- The parties will have seven work days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition and signing it. If the grievance is not resolved, the grievant may proceed to step 3 of the grievance procedure.

Step 3 - The superintendent level:

- If no resolution has been reached in step 2 within the specified time limits and the grievant believes the grievance to be valid, the grievance shall be submitted by the grievant within seven work days to the superintendent or designee(s). After such submission, the superintendent or designee(s) and the grievant shall have twenty-one work days to resolve the grievance by indicating on the statement of grievance the disposition and signing it.

Step 4 - Board level:

- If no settlement has been reached in step 3 within the specified time limits, and the grievant believes the grievance to be valid, the grievant may request the grievance be referred to the board of directors. This request must be filed within seven work days of the completion of step 3.

- The board of directors shall determine whether to review the grievance on record or hear it with the grievant present. The review or hearing shall be held within thirty calendar days of the request. The board of directors shall render a final decision within thirty calendar days of the review or hearing.

## Holidays for Nonrepresented Personnel

The district shall provide holidays for nonrepresented personnel in accordance with the procedures outlined herein and in accordance with applicable law, rules, and regulations.

The following holidays shall be given without loss of pay to nonrepresented personnel:

- Twelve-Month Employees
  - New Year's Day and the day before or day after
  - Martin Luther King Day
  - Presidents' Day
  - Memorial Day
  - Independence Day (Fourth of July)
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day and the day after
  - Christmas and the day before and the day after
  
- Ten-Month Employees
  - New Year's Day
  - Martin Luther King Day
  - Presidents' Day
  - Memorial Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day and the day after
  - Christmas and the day before or the day after
  
- Nine-Month Employees
  - New Year's Day
  - Martin Luther King Day
  - Presidents' Day
  - Memorial Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Christmas and the day before or the day after

Should a holiday fall on a Saturday, the following Monday or preceding Friday will normally be recognized as the holiday. Should a holiday fall on a Sunday, the following Monday will normally be recognized as the holiday.



Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has been paid for the last scheduled day preceding the holiday and the first scheduled day succeeding the holiday shall be eligible for pay for such unworked holiday.

Employees who are required to work on a holiday shall receive two and a half (2½) times their base rate for all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date. This is defined as holiday pay plus time and one-half for all regular work hours for a total of two and a half times (2½) the employee's regular rate of pay. For any hours worked on a holiday over the employee's regular work hours, the employee will be paid at two and a half times (2½) the employee's regular rate of pay.

### **Vacation**

The district shall provide vacations with pay for all eligible personnel in accordance with the procedures outlined herein and in accordance with applicable state law, rules, and regulations.

All regular twelve-month employees shall be eligible for annual vacation days in accordance with the following procedures:

- Administrators shall be granted 25 vacation days annually, provided they shall be required to take a minimum of ten (10) days vacation each year. As of June 30, if ten (10) days of vacation were not used during the contracted year (July 1 through June 30), the payroll department will deduct ten (10) days of vacation, or a portion thereof to equal ten (10) days, from the administrator's vacation balance. These deducted vacation days will be lost and will not count toward the ten (10) day usage minimum necessary for vacation cash out. New administrators are exempt from this deduction process for their first year only. (Days donated through the shared leave program will count toward the required 10 days.)
- For administrators, up to ten (10) days of unused vacation will be compensable annually based on June 30 accumulation. In order to qualify for vacation cash out, ten days of vacation must be used during the contracted year (July 1 through June 30). New administrators are exempt from this ten (10) day usage minimum for their first year only. Unused vacation days shall be compensated at the employee's adjusted per diem rate, i.e., the employee's annual salary divided by the total authorized days of employment less holidays and vacation days.

- All other regular twelve-month, nonrepresented employees shall be granted annual vacation days as follows:

<u>Years of Service Credit</u>	<u>Vacation Days</u>
1-3	10
4-9	15
10-14	20
15 and above	25

Such employees will receive service credit for related experience in the same or similar position in the district or at other school districts in the state of Washington. Professional/technical employees, JROTC instructors, and executive assistants may receive up to ten years of service credit for experience in a related field outside of a school district. Military service shall be considered a related field for JROTC instructors.

#### Service Credit, Accrual, and Application

- Human Resources shall determine the number of years of service credit to be awarded to an employee for prior work experience. Service credit shall be defined as the year of service.
- The number of vacation days will be computed from the employee's anniversary of hire date. Vacation days shall accrue at a monthly rate of one-twelfth of the employee's annual vacation entitlement.
- Vacation days shall not be accumulated in an amount exceeding two times the employee's annual entitlement. Annually, as of June 30 administrators and August 31 for all other employees, vacation days in excess of two times the employee's annual entitlement shall be lost.

#### Flex Leave

- Administrators will receive six (6) flex days each year to be scheduled and used in the same manner as vacation days. These days may only be used during winter break (December/January), mid-winter break (February), and spring break (April). These days cannot be carried over from year to year or cashed out. Administrators hired on or after December 1 will receive three (3) flex days, and administrators hired on or after April 1 will not receive flex days for that school year.

#### On-Call Leave

- Administrators will receive four (4) on-call days each year that may be scheduled and used only during the District's mid-winter break (February) and spring break (April). These days cannot be carried over from year to year or cashed out. Administrators hired on or after December 1 will receive two (2) on-call days, and

administrators hired on or after April 1 will not receive on-call leave for that school year.

- While on call, administrators are not required to remain on district property and may use on-call time for his/her own purpose. However, in all instances, administrators shall use their cell phone to answer all phone calls and will check and respond to emails. Additionally, they must be able to report to the district or school office within one (1) hour of such request/direction by their supervisor or chief officer.

#### Approval of Leave

- All leaves will be established with the prior approval of the employee's supervisor (with the exception of emergencies).
- Vacation leave is allowable on a day that the district's operating schedule is altered due to emergency conditions with the supervisor's approval.
- All employees shall have access to and shall use the applicable absence management system in which to apply for and track all leave requests.
- For employees employed pursuant to an individual employment contract, the vacation arrangements provided herein shall be subject to modification pursuant to the individual contract.
- On days on which the District or an individual site operates on an emergency closure or shortened schedule, any employee having previously taken leave will have it reinstated for the time period of the closure.

#### Effects of Work Status Change

When an employee changes work status from a 12-month position to a 9- or 10-month position without vacation benefits, unused vacation hours may be used prior to transferring to the new position with the approval of the manager(s) involved in the transfer. Upon transfer to the new position, all unused vacation hours will be cashed out up to two times the annual allotment.

#### Payment of Vacation Upon Separation of Employment

##### Plan I

Upon separation of employment other than retirement, employees under Retirement Plan I (TRS & PERS) are eligible to receive compensation for accumulated vacation at the then-applicable rate of pay in an amount not to exceed thirty (30) days, or such lesser amount as may be necessary so that the district avoids any financial penalty or other legal constraint.

##### Plan II and Plan III

Upon separation of employment other than retirement, employees under Retirement Plan II (TRS & PERS) and Plan III (TRS) will receive their accumulated vacation by warrant on the next scheduled pay date after their final pay warrant. Vacation cash out may not exceed two times the annual allotment.

Note: Upon retirement or separation of employment, the vacation cash out will be subject to the unit's VEBA vote as allowed under statutes governing VEBA.

### **Assignment, Reassignment and Transfer**

- The following procedures will be superseded by assignment, reassignment and transfer procedures in bargaining unit negotiated agreements where such procedures are defined.
- The district will normally advertise open positions and give consideration to applications from current employees.
- If the district determines there is a need to change, reduce or eliminate programs and/or positions, employees affected by changes will be given consideration for available positions.

### **Evaluation of Employees**

All procedures for evaluation of employees will be contained in the district Evaluation Guidelines, which will be updated as necessary.

## PERSONNEL LEAVES

The district will provide leaves for administrators and nonrepresented, nonsupervisory personnel in accordance with the procedures outlined herein, and in accordance with applicable state law, rules, and regulations.

### Sick Leave

- Each employee with the district shall be granted twelve (12) workdays of annual sick leave. For employees commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall be credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has 210 sick leave days at the end of the school year, the excess 10 days will be lost as of August 31).
- Employee: Employees may use sick leave when they are unable to attend work because of their own illness or injury. One day may be used per year to attend to the protection of property due to an emergency.
- Child: Employees may use sick leave for the illness of their child under the age of 18 that requires supervision or medical treatment.
- Employees may use sick leave to care for children over 18 who are incapable of self-care because of a mental or physical disability. Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living. This includes activities such as grooming, bathing, dressing, cooking, cleaning, shopping, paying bills, eating, etc.
- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*.
- Other Family Members: Employees may use sick leave to care for a child, spouse, domestic partner, parent, parent-in-law, grandparent or someone in the immediate household (all people living in the same family unit, not necessarily related) with a serious health or emergency condition as certified in writing by a licensed healthcare provider. KSD may require the employee to furnish evidence that no alternative to the employee's absence is practicable.
- Serious health condition means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care in a hospital and the like. It also includes the period of incapacity or subsequent treatment or recovery in connection with the inpatient care as long as it includes any period of inability to work, attend school, or perform other regular daily activities.

- Emergency condition means a health condition that is a sudden, generally unexpected occurrence related to health that demands immediate action, and is very short term in nature.
- For any absence in excess of five (5) consecutive workdays, certification must be made by a licensed health care provider that the absence was medically necessary. Certification must be renewed every twenty (20) workdays of absence per year beginning September 1, unless other arrangements are approved by human resources.
- Sick leave accumulated in any school district in the state shall be credited upon employment in the district, provided such accumulated sick leave is verified by the previous employer(s).
- Compensation for sick leave shall be the same as the compensation the person would have received had such person not taken sick leave.
- In the case of a strike or work stoppage by any association or union associated with the district, the board of directors reserves the right to ask for a doctor's validation of illness, provided the board acts to give advance notice that this provision will be implemented during a specific time.
- Experience credit for determining salary schedule placement and seniority shall be the same as the experience credit the person would have received had such person not taken sick leave. Sick leave shall not affect experience credit, salary schedule placement, or seniority.
- Any employee returning from taking sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one school year into the subsequent school year, or if that position is no longer available, such employee shall be assigned to an equivalent position if possible.
- An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee or his immediate family and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.
- The Attendance Incentive Program under state law (sick leave cash out) shall be as follows:
  - In January any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illnesses or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one

day's monetary compensation; PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month. Annual sick leave cash out is subject to each unit's VEBA vote and statutes governing VEBA.

- Upon retirement, the sick leave cash out will be subject to the unit's VEBA vote. At the time of separation from district employment due to death, the employee's estate will receive remuneration for unused sick leave. In either case, the unused sick leave will be paid at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. No more than 180 sick leave days will be eligible for conversion. Any such conversion will be subject to the terms and limitations of applicable statutes and regulations. Sick leave cash out also applies to employees separating from employment that meet either of the following requirements:
  - a. Age 55 and have 10 years of service under TRS/PERS/SERS Plan 3, or
  - b. Age 55 and have 15 years of service under TRS/PERS/SERS Plan 2.
- In the case of a strike or work stoppage by any association or union associated with the district, the board of directors reserves the right to ask for a doctor's validation of illness, provided the board acts to give advance notice that this provision will be implemented during a specific time.
- Experience credit for determining salary schedule placement and seniority shall be the same as the experience credit the person would have received had such person not taken sick leave. Sick leave shall not affect experience credit, salary schedule placement, or seniority.
- Any employee returning from taking sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one school year into the subsequent school year, or if that position is no longer available, such employee shall be assigned to an equivalent position if possible.

## **Health Leave**

- An employee unable to work because of health reasons may be granted a leave of absence up to one (1) year without pay.
- The district may require certification by a licensed health care provider, dentist, or other person licensed to perform customary health services that the health reason is valid and may also require that the employee present written permission by the licensed health care provider, dentist, or other person licensed to perform customary health services before returning to active service.
- Any employee returning from health leave will be assigned to the same position held at the time the leave commenced, or if that position is no longer available, the employee will be assigned to an equivalent position if possible.
- Application for such leave will be made in writing to the Human Resources Department.

## **Maternity/Parental/Adoption Leave**

Maternity Leave: An employee who is pregnant will be granted, upon approval of the district, a maternity leave of absence without pay. This leave may begin at any time between the certified commencement of pregnancy and the birth of the child and may continue for a period that a licensed health care provider will certify the employee is unable to work due to pregnancy. For the period the employee's personal licensed health care provider certifies in writing that the employee is disabled due to childbearing, the employee may apply available sick leave. This period will normally not extend more than six weeks after birth of the child unless the need for continued absence is certified by the licensed health care provider.

Requests for maternity leave will be made in writing to the Human Resources Department at least thirty days prior to the date on which the leave is to begin. The employee will include with such notice either a licensed health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as far into her pregnancy as she desires unless her licensed health care provider determines she is unable to properly perform her required duties.

Parental Leave: An employee will be granted a parental leave without pay for a period of up to twelve (12) weeks after the birth of the child, and may, upon approval of the district, extend such leave for a period of up to one (1) year after the birth of the child. Requests for parental leave will be made in writing to the Human Resources Department at least thirty days prior to the date the leave is to begin.

Adoption Leave: An employee adopting or receiving permanent custody of a child through the age of five will be granted an adoption leave without pay for a period of up to twelve (12) weeks after receiving de facto custody of said child, or prior to receiving



custody if necessary in order to fulfill requirements for adoption; and may, upon approval of the district, extend such leave for a period of up to one (1) year. Requests for adoption leave will be made in writing to the Human Resources Department at least thirty days prior to the date the leave is to begin.

Early Return From Leave: An employee who has been granted maternity, parental, or adoption leave and desires to return to service during the period of the leave may return at a time mutually agreeable with the district. In the case of maternity leave, the employee must have been released by her licensed health care provider to return to work.

Any employee returning from maternity, parental, or adoption leave will be assigned to the same position held at the time the leave commenced, or if that position is no longer available, the employee will be assigned to an equivalent position if possible. An employee on parental or adoption leave will not be denied the opportunity to be placed on the substitute list.

### **Bereavement Leave**

Up to five (5) days bereavement leave may be granted in the event of a death in the “Immediate Household” or “Immediate Family.” Bereavement leave of one (1) day may be granted for a person within the “Not Immediate Family” definition.

Definitions:

- Immediate Household – All people living in the same family unit, not necessarily related.
- Immediate Family – Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.
- Not Immediate Family – Niece, nephew, aunt, uncle, cousin, or close friend.

Bereavement leave shall not be cumulative.

## Discretionary Leave

Use of employee discretionary leave requires five days advance notice to the employer. In situations when advance notification cannot be given, the employee must have recommendation for approval from the supervisor. Employee discretionary will not be granted on the work day directly before or the work day directly after holidays, scheduled school breaks, or the first or last day of the school term except in case of a qualifying exception as listed below:

- Legal affairs that cannot be conducted at another time.
- Situations created by forces of nature having significant deleterious effects upon the employee's property, health, or family safety.
- Pre-adoptive leave.
- Birth of an employee's child.
- Funerals not covered by bereavement leave.
- Non-injury accidents when employees are en route to work.
- Failure of a public transportation carrier to meet a regularly scheduled operation.
- Educationally significant events that involve the employee or student within the employee's care, e.g., graduation.
- Employee's observance of a bona fide religious event based on the tenets of his/her own faith.

Employee discretionary leave can be used only in half-day or whole-day increments and is not allowed for any other partial day usage unless a substitute is not needed and the request is approved by the employee's immediate supervisor.

Nonrepresented administrators may use up to three days per year as employee discretionary days.

- Discretionary Leave Incentive. Employees with unused employee discretionary leave as of June 30 of the preceding school year will be eligible to receive one-half day remuneration for each full day of unused leave.
- Payment will be made on the July pay warrant, consistent with district payroll cutoff dates and provided that employee records do not otherwise indicate ineligibility. An employee must be a current employee at the time such payment is to be made.

Classified nonrepresented, nonsupervisory employees may use up to two days per year as employee discretionary days.

Employee discretionary leave is not allowable on delayed/ altered days, unless the leave was approved in advance of the delayed/ altered day, or the employee is involved in a noninjury accident en route to work (injury accidents are covered by sick leave).

- Discretionary Leave Incentive. An employee will receive remuneration for unused employee discretionary leave as of August 31 annually. On or before September 10

annually, employees with an equivalent of one full work day (on an FTE basis) balance of employee discretionary leave as of August 31 of the preceding school year will be eligible for this payment. Remuneration will be made at one-half of one (1) day's monetary compensation for each unused day.

- Payment will be made on the September pay warrant, consistent with district payroll cutoff dates and provided that the employee records do not otherwise indicate ineligibility. An employee must be a current employee at the time such payment is to be made.

One day of discretionary leave may be carried forward for use in the following year. If carried forward such day must be used or it will be lost. The carry forward day is not eligible for cash out. Except for one day which can be carried forward into the following year, discretionary leave is noncumulative.

All union represented and nonrepresented employees (certificated and classified) will be eligible to receive remuneration for unused employee discretionary leave upon retirement from the state of Washington at the cash out rate stated in their negotiated agreements or district procedures. If the retirement from the state occurs mid-year, the remuneration will be prorated based on the retirement date. Cash out forms must be submitted by the retirement date, and payment will be made on the pay date in the month following the retirement date.

### **Leave to Serve as an Elected Public Office Holder**

Employees are encouraged to exercise their rights in a full range of citizenship activities. With three weeks notice, an employee may be granted up to four weeks of continuous leave without pay or benefits for the purpose of campaigning for his or her own election. A successful candidate to a public office which would require absence from the normal employee obligations will be granted leave without pay or benefits during the leave period. Application for such leave should be made in writing to the Human Resources Department.

### **Jury Duty or Subpoena Leave**

Leaves of absence will be granted when an employee is called for jury duty or subpoenaed as a witness.

If an employee is summoned for jury duty, written notice of the summons and a copy of the summons shall be presented to the Human Resources Department. If the employee or the district believes that a leave for jury duty during the specified time will compromise public necessity or present an undue hardship or extreme inconvenience for either the employee or the district, the district will assist the employee in rescheduling his/her jury duty or requesting the court to excuse the employee from service.

- An employee absent for jury duty leave will be paid his or her regular wages. Such absence will be supported by a statement signed by the clerk of the court certifying each day of jury duty. Due to costs associated with travel, parking, and meals during jury service, an employee called for jury duty may accept a nominal daily expense payment from the court.
- When an employee is subpoenaed as a witness in a court or other legal proceeding, leave may be granted with full salary for any day during which the employee testifies or is required by the court to be in attendance in anticipation of providing testimony. Due to costs associated with travel, parking, and meals during jury service, an employee called as a witness may accept a nominal daily fee from the court. If an employee anticipates being paid expert witness fees, permission for such testimony must be obtained from the district and leave shall be taken by the employee for time spent in court during which the employee anticipates compensation as an expert witness. Any subpoena leave will be supported by a statement signed by the clerk of the court certifying each day the employee was required by the court to be in attendance as a witness.
- On any date that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's scheduled work day remain, the employee is to immediately inform his/her supervisor and report to work if requested to do so.

### **Military Leave**

The district will comply with current federal and state statutes. Application for such leave will be made in writing to the Human Resources Department.

### **On-the-Job Injury Leave**

Employees will be covered by the Washington State Workers' Compensation Law, self-insured by the district. The cost of the industrial insurance and medical aid coverage will be borne by the district. The cost of the pension fund (long-term disability) will be shared equally by the employee and the district in accordance with the Workers' Compensation Law.

In the event an employee is absent for reasons which are compensable industrial injuries in accordance with the Washington State Industrial Insurance Law, the employee may use sick leave and vacation leave to make up the difference between the amount paid the employee as determined by Industrial Insurance Law and the amount the employee would have normally earned, to the limit of accumulated sick leave and/or vacation leave. Once the difference is ascertainable, such payment will be made in the next scheduled pay period. A deduction will be made from the employee's accumulated sick leave and/or vacation leave. In the event of any overpayment, the district will make a correction thereof on a reasonable basis.

An injury while on duty will include and be limited to physical injuries sustained on or off district property to an employee performing services required by the district in connection with the performance of an employee's regular responsibilities.

**Professional Meetings and Conferences Leave**

Leaves of absence with pay and with reimbursement of certain expenses may be granted to attend professional meetings at the discretion of the superintendent or designee.

**Attendance Incentive Program** (for classified nonrepresented, nonsupervisory employees only)

An employee must work a minimum of two (2) hours per day in a regular position to be eligible for this program. To be eligible for this award the employee must be a current employee at the commencement and conclusion of the award period, provided that employees who retire or resign and have completed their calendar year are eligible for payment and provided further that the award will not be available to those employees whose separation of employment was for disciplinary or related reasons.

For the period from September 1 through February 28, any employee who is not absent from work for any time for sick leave, leave without pay, and employee discretionary leave, except for industrial injury absence, will receive an award in accordance with the table below. Payment will be made on the March pay warrant.

For the period from March 1 through August 31, any employee who is not absent from work for any time for sick leave, leave without pay, and employee discretionary leave, except for industrial injury absence, will receive an award in accordance with the table below. Payment will be made on the September pay warrant.

Any employee who fulfills the above requirements for a complete fiscal year (September 1 through August 31) will be awarded an additional award in accordance with the table below. Payment will be made on the September pay warrant.

Attendance Incentive Award Table

<u>9- or 10-month position</u>		<u>12-month position</u>	
0-1.9 hrs	\$ 0	0-1.9 hrs	\$ 0
2-4.9 hrs	\$ 74	2-4.9 hrs	\$ 98
5-8.0 hrs	\$ 110	5-8.0 hrs	\$ 146

**Other Leaves**

Leaves of absence without pay for up to one year which are in the best interest of the district may be granted to employees for the purpose of study, travel, recuperation, or other approved activities. Application for such leave will be made in writing to the Human Resources Department.

- Such leave must be requested at least three months in advance of the anticipated starting date, unless this requirement is waived by the superintendent.
- Any employee returning from such leave will be assigned to the same position held at the time the leave commenced, or if that position is no longer available, the employee will be assigned to an equivalent position if possible.
- An employee on such leave will not be denied the opportunity to be placed on the substitute list.

In accordance with the Family and Medical Leave Act and in addition to any other leave provisions, every employee will have the right to take up to a combined total of twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child, or parent; and (4) the employee's own serious health condition. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of leave intermittently or on a reduced leave schedule will not reduce the total amount of leave to which the employee is entitled.

- An employee will be eligible to use the provisions of this section if the employee was employed and worked for 1,250 hours or more during the previous twelve months.
- A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a licensed health care provider or inpatient care in a hospital, hospice, or residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.
- While an employee is on Family and Medical Leave, the district and the employee will continue to make their respective contributions to the employee's benefits so that the employee will continue to receive benefits just as if the employee were not on leave.
- When foreseeable, the employee must provide 30 days notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee will provide such notice as is practical.
- The district may require the employee to provide certification from the employee's licensed health care provider, or a family member's licensed health care provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform the employee's job functions. Upon return to work, the district may require the employee to provide certification from the employee's licensed health care provider that the employee is able to resume work.

- The employee will return to the position held when the leave commenced, or an equivalent position if the original position no longer exists.

#### **Leave Provisions (Miscellaneous)**

- All leaves of absence for a period of one year or more will require approval of the board of directors.
- Leaves of less than one year without pay may be approved and granted by the superintendent or designee.
- While on a leave of absence without pay, the employee will have the option to remain an active participant in fringe benefit programs, by contributing thereto the amount required, but with no district contribution.
- Before leave without pay may be granted by the district, all annual leave must first be exhausted, if usage is not restricted by current parameters.
- For all exempt employees, absences of less than four hours per day should not be charged to time off such as vacation, employee discretionary leave, or sick leave unless the leave is continued on a repetitive basis. Absences of four hours or more per day should be charged to the appropriate leave category (vacation, employee discretionary leave, or sick leave). The administrator shall inform a point of contact at their location of the absence and ensure that contact can be made when necessary.

#### **Shared Leave Program**

Employees are eligible for a leave sharing program in accordance with district policy and state law.