

# Nonrepresented Handbook

December 2020

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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.

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. Any provisions included in these procedures that are found to conflict with the rules and regulations adopted by the SEBB shall be considered null and void.

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.
- Teleworking during district designated times is available to nonrepresented employees at the Administration Center. The telework schedule is subject to a Telework Agreement between the Administration Center employee and their supervisor. Some work is not a viable option for teleworking; employees should work with their supervisor to determine the work assignments that can best be accomplished through teleworking and the assignments that should be completed at the worksite. The telework schedule is an option only for the Fridays during the designated five weeks of summer break, winter break, mid-winter break, and spring break. Teleworking is not an option on days that an employee stays home due to illness.

### **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, 2020 – June 30, 2021

Position:	Current Year of Position Service:		
	1-3	4-6	7+
Supervisor	114,117	116,970	119,894
Assistant Director/Coordinator	122,897	125,971	129,120
Director	140,454	143,965	147,565
Executive Director	158,009	161,961	166,009
Assistant Superintendent/Chief Officer	175,566	179,955	184,454

Add \$3,000\* for doctoral degree from accredited college/university  
(Northwest Accreditation Commission or comparable regional accreditor)

\*Based on District procedures/ deadlines

All administrative salaries are based on 260 days

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

### **Definition of Positions**

#### Supervisor

- Supervisor 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.

#### 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 job-alike district administrator experience 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.



## **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 \$3,000 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.

**Information Technology Salary Schedule**

September 1, 2020 – August 31, 2021

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

	<b>Step 1*</b>	<b>Step 2*</b>	<b>Step 3*</b>	<b>Step 4*</b>	<b>Step 5*</b>
<b>Level 1</b>					
Tech Support Specialist I					
Helpdesk Specialist I	57,284	60,299	63,472	66,812	70,329
Network Specialist I					
Network and Systems Analyst					
<b>Level 2</b>					
Tech Support Specialist II					
Helpdesk Specialist II					
Network Engineer I					
Application Tech Specialist I					
Server Administrator I	67,699	71,261	75,012	78,960	83,116
Telecommunications Specialist I					
Applications Analyst I					
Network Specialist II					
Business Systems Analyst II					
<b>Level 3</b>					
Tech Support Specialist III					
Network Engineer II					
Application Tech Specialist II	78,114	82,225	86,552	91,108	95,903
Help Desk Specialist III					
Application Analyst II					
Server Administrator II					
Network Specialist III					
<b>Level 4</b>					
Tech Support Specialist Lead					
Help Desk Specialist Lead					
Application Analyst III					
Network Engineer III	88,529	93,188	98,093	103,256	108,691
Web Developer					
IT Project Specialist					
Application Tech Specialist III					
<b>Level 5</b>					
Server Administrator III					
Web Administrator					
Network Engineer Lead					
Application Specialist Lead	93,736	98,670	103,863	109,330	115,083
Application Analyst Lead					
Database Administrator					
Web Systems Engineer					
IT Project Manager					

<b>Level 6</b>					
Sr. IT Project Manager	98,944	104,151	109,634	115,403	121,477
Server Administrator Lead					
<b>Level 7</b>					
IT Systems Architect					
Sr. Security Manager	104,151	109,634	115,403	121,477	127,871
Data Engineer					

\*Two (2) Year Placement at Each Step

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

### **Definition of Levels**

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

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

Consideration for initial salary schedule step 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 step placement shall be made by the chief human resources officer after consultation with the chief accountability officer.

### **Advancement**

All information technology employees will move incrementally over one salary schedule step every two years. 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.

### **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, 2020 - August 31, 2021

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
<b>108</b>	36,585	37,865	39,190	40,563	41,982	43,023	44,108	45,210	46,114	47,037	47,978
<b>109</b>	37,989	39,318	40,695	42,119	43,594	44,683	45,800	46,945	47,884	48,842	49,819
<b>110</b>	39,473	40,854	42,284	43,764	45,296	46,428	47,589	48,779	49,755	50,749	51,764
<b>111</b>	41,036	42,472	43,958	45,497	47,090	48,267	49,473	50,711	51,725	52,759	53,814
<b>112</b>	42,678	44,173	45,718	47,318	48,974	50,199	51,454	52,741	53,795	54,871	55,968
<b>113</b>	44,400	45,955	47,563	49,228	50,950	52,224	53,530	54,868	55,965	57,085	58,227
<b>114</b>	46,229	47,846	49,522	51,254	53,048	54,374	55,734	57,128	58,270	59,435	60,624
<b>115</b>	48,162	49,849	51,593	53,399	55,268	56,650	58,065	59,517	60,708	61,922	63,161
<b>116</b>	50,203	51,960	53,779	55,661	57,609	59,049	60,525	62,039	63,280	64,544	65,836
<b>117</b>	52,349	54,181	56,077	58,040	60,072	61,574	63,113	64,691	65,984	67,304	68,650
<b>118</b>	54,627	56,539	58,519	60,567	62,686	64,254	65,860	67,506	68,856	70,233	71,638
<b>119</b>	57,012	59,007	61,073	63,210	65,422	67,058	68,734	70,452	71,862	73,299	74,765
<b>120</b>	65,100	67,379	69,737	72,178	74,704	76,572	78,486	80,448	82,057	83,698	85,372
<b>121</b>	69,576	72,011	74,532	77,140	79,840	81,836	83,882	85,979	87,698	89,453	91,242
<b>122</b>	74,319	76,921	79,613	82,400	85,284	87,416	89,601	91,841	93,678	95,552	97,463
<b>123</b>	79,332	82,109	84,982	87,957	91,036	93,311	95,644	98,035	99,996	101,996	104,036
<b>124</b>	84,613	87,575	90,639	93,812	97,096	99,523	102,011	104,562	106,653	108,786	110,961

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

<b>Grade</b>	<b>Position</b>		
108	Locker Room Assistant		
109			
110			
111			
112	Communications Assistant Front Desk Assistant, Reception Payroll Assistant		
113	Intervention Team Assistant		
114	Family Advocate Science Kit Inventory Manager Secondary Field Assistant-Nutrition	Student Advocate Brailist	
115	Accounting Technician Accounts Receivable Specialist Career Center Specialist	Licensed Practical Nurse Orientation & Mobility Specialist Refugee Services Liaison	
116	Data Services and Support Specialist I Human Resources Assistant Inclusive Education Assistant	Payroll Specialist Retirement Specialist Safety Campus Officer	Speech Language Assistant Transition Facilitator Travel Specialist & Business Svcs Analyst
117	COTA/PTA Graphic Designer Safety Patrol Officer		
118	Categorical Compliance Specialist Executive Assistant Transportation Dispatcher	Transportation Routing Specialist Transportation Specialist	
119	Achievement Specialist Categorical Program Support Specialist Communications Specialist	Facility Planning Specialist Gear Up Student Success Specialist Multimedia Communications Specialist	Native American Liaison
120	Assistant Manager, Accounting Assistant Manager, Nutrition Assistant Manager, Payroll Budget Analyst Capital Project Accountant Digital Learning Technology Specialist	Executive Assistant to Chief Officer Field Service Supervisor Human Resources Specialist Human Resources Generalist Inclusive Ed. Budget & Staffing Spec. Leaves and Workers Comp. Spec.	Library & Technology Integration Public Records Officer Transportation Spec. Driver Trainer Legal and Labor Assistant
121	Application Support Engineer Building Operations Lead Central Kitchen Manager	College & Career Readiness Manager Facility Planning Project Manager	
122	Data Analyst Executive Assistant to Superintendent/Board		
123	Financial Analyst & ASB Specialist		
124	Dietician Grants Receivables		

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

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

Initial placement shall be made by Human Resources on Step 1 unless employee has previous experience in a Washington school district; then, years of experience credit will be considered for placement.

### **Advancement**

All professional and technical 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.

### **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.

### **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 Teacher and Leadership Development and the director of Teacher and Leadership 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.

### **Job Abandonment**

When an employee fails to report to work for three (3) consecutive work days without notifying their supervisor (no call, no show) or requesting the time off, and the district has tried but has been unable to contact the employee via phone and email, a certified letter will be sent to the employee stating that the employee will be terminated for resignation by job abandonment effective seven (7) work days from the date of the letter unless contact is made with the district during that period.

### **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.

### **Workplace Civility**

Adults treating one another with civility and respect is a fundamental component of a successful working environment. Every employee is expected to work in a cooperative manner with staff, students, parents, and community members. The District is

committed in supporting this expectation and will not condone or accept uncivil conduct by staff on school grounds, at school-sponsored activities, or in communications.

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

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. Any provisions included in these procedures that are found to conflict with the rules and regulations adopted by the SEBB shall be considered null and void.

#### **Insurance**

- Employee eligibility for benefits administered by SEBB shall be determined by the rules and regulations adopted by SEBB.
- The Employee Assistance Program will continue be offered by the District if allowed by SEBB.

#### **Other Benefits**

- Employees will be covered by the district's liability insurance policies to the extent provided therein.
- 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 monthly basis.

### **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 accrued at the rate of 16 hours and 40 minutes per month, 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 five (5) days of unused vacation will be compensable annually based on the June 30 accumulation. In order to qualify for vacation cash out, ten (10) 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 per diem rate, i.e., the employee's annual salary divided by the total authorized days of employment.

- 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 forty (40) days. Annually, as of June 30 for administrators and August 31 for all other employees, vacation days in excess of forty (40) days shall be lost.

#### Flex Leave

- Administrators will receive three (3) flex days each year to be scheduled and used in the same manner as vacation days. These days cannot be carried over from year to year or cashed out. Administrators hired on or after November 1 will receive two (2) flex days, and administrators hired on or after March 1 will receive one (1) flex day for that school year.

#### 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 forty (40) days.

#### 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 forty (40) days.

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 mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. One day may be used per year to attend to the protection of property due to an emergency. An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.
- Family Member: Employees may use sick leave to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. "Family member" means any of the following:
  - A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
  - A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - A spouse;
  - A domestic partner;
  - A grandparent;
  - A grandchild;
  - A sibling; or
  - Someone in the immediate household (living in the same family unit, not necessarily related).

- 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.
- 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.

### **Paid Family and Medical Leave Program**

The District will comply with the provisions of Washington's Paid Family and Medical Leave Program as specified in Chapter 50A.04 RCW as it applies to employees of the District.

### **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.

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).

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. Except for one day which can be carried forward into the following year, discretionary leave is noncumulative.

### **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 and leave without pay, 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 and leave without pay, 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.

- 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.