

Classified Employees Group

**Para professionals
Building Secretaries
Bus Drivers
Food Service
Library/Media Center Staff**

Bargaining Agreement

2022-2023

2023-2024

2024-2025

CLASSIFIED EMPLOYEES GROUP

DEFINITION OF GROUP

The Dayton School District hereby recognizes that this classified employees' operations manual is the agreement which establishes rights, responsibilities, and working conditions for all Para-professionals, secretaries, food service assistants, library tech, bus drivers; excluding all supervisors and district office support staff, which include the business manager, administrative assistant to the superintendent, and Food services supervisor who bargain independently of this agreement.

ARTICLE I

CLASSIFIED EMPLOYEE LIAISON COMMITTEE

SECTION 1.1 PURPOSE

This committee, herein referred to as the CELC, shall be responsible for the promotion of good relations between the Dayton School District and its classified employees. This can only be achieved with openness, honesty, and communication between the parties involved. This committee will help maintain a good working relationship with the district and the different classified employee bargaining groups within this district. The committee shall act in an advisory capacity to assist the administration in decisions, which will affect terms and conditions of employment, including salary issues. The CELC shall have the authority to make changes to the handbooks that improve clarity. Changes will not be formally adopted until they are reviewed and approved by the membership of the various bargaining groups. Acceptance will be noted in membership meeting minutes.

SECTION 1.2 COMMITTEE REPRESENTATION

The committee will consist of a representative from the following classified areas: food service, para-professional, secretarial, and a bus driver representative. The Superintendent of Schools or his designee will also be a member. When one classified area has more than 15 individual employees, a second CELC member shall be elected.

SECTION 1.3 SELECTION AND LENGTH OF SERVICE

The CELC representative from each group will be selected by democratic process, by October 15 of each school year. Length of service will be for one year; however, a representative may be chosen an unlimited number of terms.

SECTION 1.4 CELC CHAIRPERSON

The chairperson shall be selected from the CELC membership committee at their regular meeting in November of each year. The chairperson will act in this capacity for one year, but may serve an unlimited number of terms.

SECTION 1.5 CELC CHAIRPERSON RESPONSIBILITY

The chairperson shall serve as a spokesperson for the committee. He/She will act as liaison between the committee and the administration. He/She will facilitate information dissemination to CELC members as well as preside over committee meetings.

SECTION 1.6 MEETING SCHEDULE

The CELC shall meet four times each year (one per academic quarter). Meeting time may be changed when necessary; special meetings may be called when appropriate. An agenda shall be mutually prepared by the parties in advance of all meetings to allow time for study and research if necessary.

Meetings of the CELC will normally be held during the regular workday. When it is necessary to hold the meeting outside of an employee's normal workday, they may claim hour(s) on a timesheet at the normal rate of pay.

SECTION 1.7 SCHOOL BOARD REPRESENTATIVE

A member of the CELC will be selected to attend meetings of the school board when necessary. The purpose will be to respond to questions the board may have in regards to policies, procedures, or general concerns. The CELC member will also report information from the board back to the CELC committee.

ARTICLE II

RIGHTS OF THE EMPLOYER

SECTION 2.1 EMPLOYER RIGHTS

It is recognized that the customary and usual rights, powers, function, and authority of management are vested in management officials of the District. Included in these rights, in accordance with and subject to applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted. The right to make reasonable rules and regulations shall be considered an acknowledged function of the District.

SECTION 2.2 PROBATIONARY PERIOD

All newly employed persons shall serve a six (6) calendar month probationary period. At any time during this period, the employer may terminate the person's employment without recourse, appeal or cause. It is understood that during this probationary period, the employee is being observed and evaluated for continued employment. During probation, the employee will qualify for paid holidays.

SECTION 2.3 CONCERNS

The district shall be promptly informed by the Classified Employees Group of any concerns of the classified personnel.

SECTION 2.4 CONFORMITY TO LAW

If any provision of this handbook shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder of the handbook shall remain in full force and effect for the duration of the agreed time period.

SECTION 2.5 DISTRIBUTION OF AGREEMENT

There shall be two (2) copies (both paper and electronic) of the final agreement and subsequent MOU's for the purpose of records. One copy shall be retained by the District, and one by the group. A copy will be provided to each member of the Classified Employees Group by the District. The Group shall provide the District with a sign off sheet indicating that all members have received the operations manual. The sign off sheet shall be turned in no later than ten (10) working days after the first day of classes.

ARTICLE III

RIGHTS OF THE EMPLOYEES

SECTION 3.1 DISCRIMINATION

This District will not illegally discriminate against employees on the basis of race, creed, color, sex, religion, or age.

SECTION 3.2 EMPLOYEE CONCERNS

Each employee is encouraged to bring matters of concern to the attention of his/her supervisor. If he/she is not satisfied at this level, the established chain of command must be followed. If

satisfaction is not obtained at these levels, the grievance procedure (Article XVI) shall be followed.

SECTION 3.3 PERSONNEL FILES

Employees, upon request, will be allowed to inspect all contents of their personnel file. No evaluation, correspondence, or derogatory materials will be kept or placed in the personnel file without the employee's knowledge or opportunity to attach his/her own comments.

SECTION 3.4 EMPLOYEE EVALUATIONS

The district agrees to follow a policy of progressive discipline.

Every employee will be evaluated in writing annually on or before May 1, with regular periods of monitoring and observation as needed. Employees will receive a copy of all formal evaluations and observations.

In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be given a reasonable amount of time to implement the recommendation(s).

The District will provide a specific plan of assistance to help implement the remedial plan.

Reports: Written evaluation reports shall be presented in post-observation conferences to each employee by his/her immediate supervisor within one day following observation in accordance with the following procedures:

- a. Such reports shall be addressed to the employee.
- b. Such reports shall be written in narrative form using the evaluation instrument attached and shall include, when pertinent:
 1. Strengths of the employee
 2. Weaknesses of the employee
 3. Specific suggestions as to measures that the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated

If an employee receives a negative evaluation, the employee will be reevaluated in writing within thirty (30) days of the negative evaluation.

All monitoring or observations should be conducted openly and with full knowledge of the employee without the use of eavesdropping or mechanical surveillance devices and befitting the professionalism of both parties.

An employee always has the right to write a rebuttal to his/her evaluation.

SECTION 3.5 COMPLAINTS

Complaints regarding the employee shall be called to the attention of the employee as soon as possible except during any period of investigation.

ARTICLE IV

DAYS AND HOURS OF WORK

SECTION 4.1 WORK SHIFT

The normal work schedule shall consist of five (5) workdays. Each employee will be assigned in advance, to a definite shift with designated beginning and ending times. Shift times may be changed by the supervisor unilaterally to meet any emergency needs.

The district reserves the right to change an employee's schedule provided the district gives the employee two weeks' notice. Employees involuntarily moved from a higher paying position to a lower paying position shall receive the higher rate of pay until their movement to the next step on the salary schedule.

Employees' work shift (contract days) will be scheduled at the discretion of the district. Each employee group's work-days will be described/listed and attached to their individual employee contract. This would include assignments on any early release, half, and Conference day.

SECTION 4.2 DISTRICT IN-SERVICE DAY/EARLY RELEASE DAYS

All classified staff will report to work on the District Wide in-service day normally scheduled for the work day immediately prior to the first day of school for students. Staff will work their normal hours on that day. Staff will work their normal schedule on early release days scheduled throughout the school year. If staff wants to leave early on these days, staff will use personal, sick, flex time or unpaid leave on those days. Staff will refer back to their contract calendars for work shifts scheduled for early release days throughout the year. Time will be documented on the employee timesheet.

SECTION 4.3 OVERTIME AND COMPENSATION

In order to qualify for overtime pay, the district must approve in advance overtime in accordance with the Fair Labor Standards Act. Overtime (for pay or hours) must be pre-approved by the supervisor with consideration given to lessen any negative impact on students, staff or the district. Hours worked beyond forty (40) hours per week must be compensated at 1.5 times the employee's hourly rate. For the purposes of calculating overtime, the work-week, will be defined as Sunday 12:00 A.M. through Saturday 11:59 P.M. Employees who work less than 40 hours

per week may with the pre-approval of their supervisor alter their work schedule on an occasional basis (see 4.4 Flextime).

- a. Employees asked to cover tasks outside of their regular work schedule should consult with their supervisor to determine what responsibilities may not be completed or if additional time is warranted
- b. Employees cannot give up breaks or lunch time that result in overtime. Supervisors are required to work with the employee to ensure the appropriate breaks are provided.
- c. Tracking of overtime shall be done by the employee and must include a signature from the supervisor prior to additional time worked.
- e. Employees who work three (3) or more hours longer than the normal work-day shall receive appropriate breaks or meals
- f. When an employee works at two or more different rates of pay within a single workweek, the regular rate for that week is the weighted average of such rates. **Per RCW 49.46.130

SECTION 4.4 FLEXTIME

Flextime:

- a. Employees may with the approval of their principal or supervisor flex regular work hours if the change does not negatively impact students, employees, or the district. The employee and supervisor shall determine how the employee will apply the flextime to their work schedule.
- b. Flextime should be taken during times when a paid substitute is not required unless approved by the superintendent.
- c. Flextime, earned or used, will be recorded on employee's monthly timesheet and initialed by the principal or supervisor.

SECTION 4.5 REST PERIODS

Rest periods will be taken at a time mutually agreed upon by the employee and his/her supervisor or as scheduled in advance by the supervisor so as not to negatively impact the instruction of students. Employees working six hours or more per day shall be entitled to two fifteen-minute rest periods as scheduled by the supervisor and one-half hour duty free, unpaid lunch period as part of the working day (food service staff will be paid for their lunch period as they work during this period). No employee shall be required to work more than five consecutive hours without a meal break. Employees working from three to six hours per day shall receive a fifteen-minute rest period as part of the paid working day.

SECTION 4.4 REQUIRED IN-DISTRICT MEETINGS

For required in-district meetings, outside of regular working hours, the employees will receive regular wages on a per-hour basis for attendance at such meetings.

ARTICLE V

EMPLOYMENT NOTIFICATION

SECTION 5.1 DISTRICT RE-EMPLOYMENT

The school district shall notify employees of intent to rehire for the next school year at least two (2) weeks prior to the employee's last working day of the current school year.

SECTION 5.2 DISTRICT RESIGNATIONS

An employee who is resigning shall give two (2) weeks written notice. A resigning employee shall be entitled to all accrued benefits, unless proper notice has not been given.

ARTICLE VI

VACATIONS AND HOLIDAYS

SECTION 6.1 HOLIDAY PAY

All part time employee paid holidays are based upon the average workday for that employee. If a holiday falls on a weekend, another day shall be named in lieu thereof, and allowed as such, or added to vacation.

SECTION 6.2 HOLIDAYS

Employees contracted for up to 195 work days (not including holidays) will receive eight (8) paid holidays.

Labor Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents Day
Christmas Day	Memorial Day

Employees contracted for more than 195 work days (not including holidays) will receive ten (10) paid holidays.

Labor Day	Christmas Day
Veterans Day	New Years Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Presidents Day
Memorial Day	Juneteenth

ARTICLE VII

LEAVES

SECTION 7.1 SICK LEAVE

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no (nine (9) month or more) employees shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated from year to year up to a maximum of the number of contract days in one year for leave purposes as provided in RCW 28A.400.300. The district shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during the school year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year.

SECTION 7.2 LEAVE FOR BEREAVEMENT

Seven (7) days per occurrence shall be granted with pay when there is a death in the immediate family (defined below). Cases involving individuals other than those listed as immediate family members shall be considered upon written presentation of sufficient evidence for justification to the superintendent. Such cases would be for up to five (5) days and if granted would be taken from the employee's sick leave. Must be used within six (6) months.

A period of time greater than seven (7) days for immediate family may be granted, in the event of circumstances beyond the control of the employee, upon written request to the superintendent. These days would be taken from the employee's sick leave.

Immediate family is defined as; employee's spouse or partner and employee or spouse/partner's mother, father, son, daughter, sister, brother, grandparents, or grandchildren.

SECTION 7.3 SERIOUS ILLNESS

A physician's statement may be required before sick leave days will be allowed after five (5) continuous days of absence for a claimed illness. After sick leave is used, a regular day's pay shall be deducted for each day of absence. Sick leave cannot be borrowed on future leave.

SECTION 7.4 EMERGENCIES AND FAMILY ILLNESS LEAVE

Such leave may be granted with pay in cases of personal emergency. Approval of such leave will be restricted to matters of a personal emergency nature that cannot be done outside school hours; accidents in the immediate family requiring the family to remain together, weather conditions, one (1) day maximum, depending upon circumstances. The term "immediate family" shall be defined as spouse, children, father, mother, brother, sister, grandparents, grandchildren of either husband or wife.

Paid emergency leave may be granted for two (2) days upon request to the supervisor; up to five (5) days may be granted upon request to the superintendent. A period of time greater than five (5) days may be granted upon request to the Board of Directors. Requests for emergency leave will be made in writing as soon as possible. Emergency leave shall be deducted from sick leave.

Paid Family Medical Leave benefits administered by the Washington State Security Department and Federal Family and Medical Leave is available to employees who meet the criteria as outlined in District Policy 5404.

SECTION 7.5 PERSONAL LEAVE

Members of the bargaining unit shall be granted two (2) days of paid personal leave per year, provided that a substitute is available. Employees with 10 or more years of service shall be granted (3) days of paid personal leave per year and employees with 20 or more years of service shall be granted (4) days of paid personal leave per year provided that a substitute is available (if needed). Whenever possible, notification of the leave shall be submitted to the employee's principal at least three (3) days prior to the date the leave is to be taken.

Unused personal leave may accumulate from year to year to a maximum of five (5) days.

Unpaid personal leave days can be reimbursed at per diem. The maximum reimbursement will be two days. A reimbursement claim form must be completed before the reimbursement can be made.

SECTION 7.6 MATERNITY/PATERNITY LEAVE

Family Leave will be granted in accordance with the Federal Family Leave Act.

SECTION 7.7 LEAVE OF ABSENCE

The Board, for the purpose of study, travel, recuperation, or child rearing may grant leave of absence of up to one (1) year without pay. No leave shall be denied without justifiable reasons. A leave of absence for one (1) year entitles the employee to a normal salary increment. Notification must be given by March 15, of the intent to return the following year or position will be posted and filled.

SECTION 7.75 JURY DUTY

The Board and Administration of Dayton School District No. 2 does not discourage employees from participating in jury duty. If an employee is called for jury duty, full payment will be made by the District for the hours normally employed.

SECTION 7.8 CONVERSION OF ACCUMULATED SICK LEAVE

If the CELC and the District elect to adopt the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW 28A.400.210, then the VEBA III agreement adopted for the current year will determine how accumulated sick leave and personal leave will be converted.

If the CELC or the District elects not to adopt the VEBA III plan, then conversion of accumulated sick leave will take place in the following manner:

- A. Eligible Employees: In order to be eligible to convert excess sick leave days to monetary compensation, an employee:
 1. Shall have accumulated in excess of sixty (60) full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year and
 - a. Shall provide written notice to his/her employer during the month of January of his/her intent to convert excess sick leave days to monetary compensation.
 - b. Excess Sick Leave: The number of sick leave days which an eligible employee may convert shall be determined by:
 2. Taking the number of sick leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district of employment (a maximum of twelve days per year) and

3. Subtracting there from the number of sick leave days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days, which may be converted to monetary compensation.

B. Rate of Conversion: Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five (25%) percent of an employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rate basis.

All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

SECTION 7.9 CONVERSION OF SICK LEAVE UPON RETIREMENT/DEATH

If the CELC and the District elect to adopt the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW 28A.400.210, then the VEBA III agreement adopted for the current year will determine how accumulated sick leave will be converted.

If the CELC or the District elects not to adopt the VEBA III plan, then conversion of accumulated sick leave will take place in the following manner:

1. Eligible employees: Each eligible employee who is employed by a school district or educational service district as of June 12, 1980, or thereafter and who subsequently terminates employment due to either retirement or death may personally, or through his or her estate in the event of death, select to convert all eligible, accumulated, unused sick leave days to monetary compensation as provided in this section. In order to receive reimbursement for unused sick leave, pursuant to this chapter, at the time of separation from a school or educational service district employment due to retirement, an employee must have separated from such employment and have been granted a retirement allowance under the laws governing the teachers' retirement system or the public employees' retirement system, whichever applies; however, it is not necessary that the employee actually file for retirement prior to the date of his or her separation so long as the application is thereafter filed within a reasonable period of time and without the occurrence of any intervening covered employment: PROVIDED, That the maximum number of days that may be converted pursuant to this section for a school district employee shall be one hundred eighty days.

2. Eligible sick leave days: All unused sick leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district(s) of employment (a maximum of twelve days per year), less sick leave days previously converted pursuant to WAC 392-136-015 and those credited as service rendered for retirement purposes,

may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.

3. Rate of conversion: Sick leave days that are eligible for conversion shall be converted to monetary compensation at the rate of twenty-five percent of an employee's full-time daily rate of compensation at the time of termination of employment for each full day of eligible sick leave. Partial days of eligible sick leave shall be converted on a pro rata basis.

4. Deduction of converted days: All sick leave days converted pursuant to this section shall be deducted from an employee's accumulated sick leave balance.

5. Exclusion from retirement allowance: Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

ARTICLE VIII

BENEFITS

SECTION 8.1 INSURANCE

The District shall pay the full portion of the employer contribution as set by the School Employees Benefit Board for all employees who meet the eligibility requirements. For purposes of benefits provided under SEBB, the school year shall mean September through August, and shall also be referred to as the eligibility year. The District will pay the employee rates as established by the School Employees Benefit Board to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. The District shall provide the following insurance benefits through SEBB for each eligible employee and their eligible dependents to include but not be limited to:

Mandatory Benefits:

1. Basic Life and accidental death and dismemberment insurance (AD&D)
2. Basic Long-term Disability
3. Vision
4. Dental including orthodontia

Optional Benefits:

1. Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical

insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc).

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

Eligibility

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits

Paid leave hours shall count towards eligibility for benefits under this section. Employees on unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self- paying the premium to HCA (COBRA).

Benefit Termination

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31 unless the employee requests a June 30 separation date. The District will notify the employee that their June 30 resignation will end their eligibility and coverage for July and August. An employee so

informed choosing a June 30 separation date shall provide a signed waiver that the employee understands they are giving up their SEBB benefit eligibility for July and August.

Part-time Employees

The District will not intentionally split positions into multiple part time assignments to limit employee work hours in order to avoid initial or ongoing benefit eligibility.

ARTICLE IX

RETIREMENT

The District shall comply with reporting requirements of the Washington State Public Employees' Retirement System with respect to hours worked by employee members.

ARTICLE X

DISCHARGE OF EMPLOYERS

SECTION 10.1 JUSTIFIABLE CAUSE

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure. Probationary employees are subject to discharge without cause as per Section 2.2.

ARTICLE XI

SENIORITY

SECTION 11.1 SENIORITY ESTABLISHED

The seniority of an employee shall be established as of the first day on the job in the Dayton School District, unless such seniority shall be lost as hereinafter provided.

Any classified staff member who is promoted from within his or her classification to a supervisory position shall be placed on the seniority schedule at half of the number of years he or she held in his or her former position. For example, a cook with 10 years experience, on step four, who is promoted to food service supervisor, will be credited with five years experience and placed on step two as food service supervisor.

When an employee is hired from another Washington State school district, Educational Service District (ESD), or rehired by the Dayton School District, the employee shall retain the seniority held at the time of separation. The classified employee will be entitled to the same benefits as a person in the Dayton School District who had a similar position.

A classified employee who is hired as a full time, (2080 hours) long-term substitute, shall receive credit for that experience if that same position becomes ongoing employment.

Status on the salary scale will be determined in September. A classified employee, on contract, who has worked more than 90 continuous days in a specified position (regardless of hours), shall be credited with one full year of experience, in that position at the end of the year. A classified employee, who has worked less than 90 days, shall begin his/her year of experience the following year.

SECTION 11.2 EMPLOYEE TRANSFERS

In the event of an opening within the classified staff, anyone currently employed with proper district job description qualifications may bid for the position. If two or more employees have equal qualifications including previous job performance, the employee with the most years of employment within the District will have first consideration.

Employees transferring to, or accepting a new position (as defined in the classified salary schedule), may request prior experience in the District to be considered when determining appropriate placement on the salary schedule. The request must be made in writing and submitted to the Superintendent at the time the position is offered or accepted.

Employees with over 5 years of service who suffer a reduction in force will be given priority for hire in any open position in any job classification, provided qualifications and performance responsibilities listed in the handbook can be met.

SECTION 11.3 ADVERTISING OPEN POSITIONS

The District shall publicize the availability of all new or open positions for five (5) working days among current classified staff for internal transfer first; after the District is appraised of the opening. This will be done through notification in faculty rooms or employee boxes and/or electronic mail. The District may publicize the availability of all new or open positions to the general public only after classified staff has been properly notified. When an employee working for the District (new or old) bids on and is hired for a position, he/she will serve a forty-five (45) school day probationary period of time for evaluation purposes. Substitutes are not internal employees.

SECTION 11.4 LAY-OFFS

When a lay-off is necessary in certain job classification, the following factors will be considered: job performance, training, and supervisor's recommendation. Seniority will be the determining factor, when all factors are equal.

SECTION 11.5 RE-EMPLOYMENT POOL

In the event of lay-off, employees so affected are to be placed on a re-employment list maintained by the District according to lay-off ranking based on date of lay-off. Such employees

are to have priority in filling an opening in the classification they held when laid off. Names shall remain on the list for six months.

SECTION 11.6 LAY-OFF BENEFITS

Employees in the re-employment pool shall be able to continue current health and family life insurance benefit programs by reimbursing the premium costs to the District. All benefits to which an employee was entitled at the time of his/her lay-off, including unused accumulated sick leave shall be restored to the employee upon his/her return to active employment and the employee shall be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience.

ARTICLE XII

TRAVEL

SECTION 12.1 USE OF PERSONAL VEHICLE

When acting in accordance with assigned duties for the District, the employee will be reimbursed at the board-approved rate per mile for use of the employee's vehicle.

SECTION 12.2 MEALS AND LODGING

Prior approval by the Superintendent/designee is necessary for travel outside of the District. While on district business, reasonable expenses for meals and lodging will be reimbursed upon receipt of the required documentation. There is no meal reimbursement unless the employee must spend the night.

ARTICLE XIII

SALARIES

SECTION 13.1 SALARY SCHEDULE

Wages for employees subject to this agreement during the term of the Agreement are contained in Appendix "A" attached hereto and by this reference incorporated herein.

Classified staff salaries and benefits shall be increased annually by the same percentage of increase as provided by the state.

Nine-month employees will work one hundred eighty-one (181) days including one hundred eighty school days and the day before classes begin. In addition employees will receive salary for holidays designated in 6.3.

SECTION 13.2 PAY DATE

Checks shall be issued on the last District working day of each month. All compensation owed to an employee who is leaving the District shall be paid upon the next regular pay period.

SECTION 13.3 NEW EMPLOYEE SALARY RECOMMENDATIONS

The monetary value of all new positions for which no existing classification applies will be presented to the CELC for recommendations. The final decision will be the superintendent's responsibility.

SECTION 13.4 EXTRA DUTY PAY

An employee filling in for a supervisor for an extended period of time shall be paid according to his/her placement on the salary schedule for that position after five workdays. During the term of this contract, classified employees may be requested to perform "extra-duty" activities, supervisory responsibilities, student achievement activities, or curriculum work. If such activities take place outside of the normal school day or school year and are not compensated, it is requested that staff obtain pre-approval from their principal/supervisor and log these hours on a time sheet up to a "regular day" (for said employee). Upon completion of a day's work, a time sheet will be turned in to the principal for approval. Compensation will be paid at said employee's regular hourly rate.

SECTION 13.5 CLOCK HOURS/CREDIT HOURS

Clock hours completed at in-district and out of district in-service sessions (including first aid classes) for two quarter hours, ten quarter hours and 30 quarter hours will be eligible for additional cents per hour as shown on the salary schedule, for clock hours completed since 9-01-91.

College credit will be eligible for two-quarter hours and ten-quarter hours and 30-quarter hours as shown on the salary schedule. An official college transcript must be submitted to the superintendent's office by September 30, in order for salary adjustment to be made for the current year.

Credits/Clock hour (15 quarters hours) obtained after 9/2001 that is job related will also receive additional compensation.

An annual \$1,000.00 tuition pool is available for credits earned after 9/2001 that are job related. Employees will apply to the pool and a prorated amount is determined based on the amount of the total applications. Maximum reimbursement will not exceed 50% of said tuition.

ARTICLE XIV

MISCELLANEOUS

SECTION 14.1 ACCIDENT REPORTING

Classified Employees of Dayton School District must report ALL accidents involving students, certificated and classified staff to their immediate supervisor as soon as possible after the accident has occurred.

SECTION 14.2 CONFIDENTIALITY

Employees are reminded that the confidentiality for students, staff and programs must be kept at all times.

SECTION 14.3 DRUG AND ALCOHOL TESTING

The parties agree to abide by all laws relating to drug and alcohol testing in connection with CDL license regulations. Testing will be conducted by the ESD consortium or another outside contractor. The District will reimburse for testing expense.

ARTICLE XV

GRIEVANCE PROCEDURE

1. DEFINITIONS

- A. A "Grievant" shall mean an employee or group of employees filing a grievance.
- B. A "Grievance" shall mean a claim by a grievant that a dispute or disagreement of the terms of this agreement has occurred.
- C. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. "Days" shall mean employees' working days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.

2. RIGHTS TO REPRESENTATION

- A. The Board of Directors of Dayton School District Number 2 shall recognize grievance representatives upon their identification.

3. INDIVIDUAL RIGHTS

- A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted.

B. A grievant may be represented at all stages of the grievance procedure by him/herself, at his/her option, by another representative.

4. PROCEDURE

STEP I:

The parties in interest acknowledge that they will have an informal discussion with his/her immediately involved supervisor to resolve problems through free and informal communications.

STEP II:

Within twenty (20) working days of the act, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) working days after the meeting. Such answer shall include the reasons upon which the decision was based.

STEP III:

If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if no decision has been rendered within five (5) working days after presentation of the grievance, then the grievance may be referred to the District Superintendent or his/her official designee. The superintendent shall arrange for a hearing with the grievant and/or other employee representative selected by the employees to take place within five (5) working days of his/her receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent will have five (5) working days to provide his/her written decision, together with the reasons for the decisions to the employee.

STEP IV:

In the event that the decision of the superintendent is not acceptable to the grievant, the grievant may appeal to the Board of Directors of Dayton School District No. 2, by filing a written notice of appeal with the Secretary of the Board of Directors on or before the fifth (5) working day following the date upon which the complainant received the superintendent's response. The Board of Directors shall schedule a hearing on the alleged grievance to commence on or before the twenty-fifth (25) working day following the filing of the written notice of appeal. At the hearing, both parties shall be allowed to present such witnesses and testimony, as they deem relevant and material.

The Board of Directors shall render a written decision on or before the fifth (5) working day following the termination of the hearing and shall provide a copy to the

grievant. The decision of the Board of Directors shall be final and binding upon the parties.

ARTICLE XVI

DURATION AND SIGNATORY PROVISION

This agreement shall be in effect beginning September 1, 2022.

The parties agree each spring they may each negotiate two unspecific subjects. Each year the association and the district will discuss the financial impacts to salaries and IPD given by the State and the impact to the salary schedule. The entire contract will be open to negotiations every third year beginning with the spring of 2025.

In witness hereof, the parties hereunto set their hands and seal this 5th day of September.

For the Board

For the CELC

Classified Employee Group

Salary Schedule

2023-2024

	Step One 1-2 years	Step Two 3-4 years	Step Three 5-7 years	Step Four 8-10 years	Step Five 11-13	Step Six 14-17	Step seven 18+
Bus Driver**	\$19.91	\$20.91	\$21.95	\$23.05	\$24.20	\$25.41	\$26.68
Extra trip Drive Hourly Rate	\$23.84						
Bus Trip Standby Hourly Rate*	\$15.74						
Food Service Assistant	\$17.50	\$18.38	\$19.30	\$20.26	\$21.28	\$22.34	\$23.46
Food Service Coordinator**	\$19.09	\$20.05	\$21.05	\$22.10	\$23.21	\$24.37	\$25.58
Library Tech/Librarian**	\$16.50	\$17.32	\$18.19	\$19.10	\$20.05	\$21.06	\$22.11
Para Pro I	\$18.60	\$19.53	\$20.51	\$21.54	\$22.61	\$23.74	\$24.93
ECEAP Family Services Coordinator**	\$16.84	\$17.68	\$18.57	\$19.50	\$20.47	\$21.49	\$22.57
Secretary	\$19.69	\$20.68	\$21.71	\$22.80	\$23.94	\$25.13	\$26.39
Responsibility Factor 1.04 Per Cell 22/23	\$20.48	\$21.51	\$22.58	\$23.71	\$24.90	\$26.14	\$27.45
Responsibility Factor 3.7% per Cell 23/24							

Education Increments

Rate Per Hour

2 Quarter Hours (20 Clock Hours)	\$0.05
10 Quarter Hours (100 Clock Hours)	\$0.10
25 Quarter Hours (250 Clock Hours)	\$0.15
45 Quarter Hours (450 Clock Hours)	\$0.20
90 Quarter Hours (900 Clock Hours)	\$0.35
Associates Degree (AA)	\$0.35
Bachelors Degree (BA or BS)	\$0.50

3.7% IPD 2023-2024

**Nothing Negotiated for these positions in 2022-2023 Negotiations

*Bus Driver Standby is at Minimum Wage

Responsibility Factor Negotiated October 2022

Reflects Negotiated Salary Schedule 06/2022 & 5.5% Increase

Salary Schedule

2022-2023

	Step One 1-2 years	Step Two 3-4 years	Step Three 5-7 years	Step Four 8-10 years	Step Five 11-13	Step Six 14-17	Step seven 18+
Bus Driver**	\$19.20	\$20.16	\$21.17	\$22.23	\$23.34	\$24.50	\$25.73
Extra trip Drive Hourly Rate	\$22.99						
Bus Trip Standby Hourly Rate*	\$15.74						
Food Service Assistant	\$16.88	\$17.72	\$18.61	\$19.54	\$20.52	\$21.54	\$22.62
Food Service Coordinator**	\$18.41	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50	\$24.67
Library Tech/Librarian**	\$15.91	\$16.71	\$17.54	\$18.42	\$19.34	\$20.31	\$21.32
Para Pro I	\$17.94	\$18.84	\$19.78	\$20.77	\$21.81	\$22.90	\$24.04
ECEAP Family Services Coordinator**	\$16.24	\$17.05	\$17.90	\$18.80	\$19.74	\$20.73	\$21.76
Secretary	\$18.99	\$19.94	\$20.94	\$21.98	\$23.08	\$24.24	\$25.45
Responsibility Factor 1.04 Per Cell 22/23	\$19.75	\$20.74	\$21.77	\$22.86	\$24.01	\$25.21	\$26.47

Education Increments

Rate Per Hour

2 Quarter Hours (20 Clock Hours)	\$0.05
10 Quarter Hours (100 Clock Hours)	\$0.10
25 Quarter Hours (250 Clock Hours)	\$0.15
45 Quarter Hours (450 Clock Hours)	\$0.20
90 Quarter Hours (900 Clock Hours)	\$0.35
Associates Degree (AA)	\$0.35
Bachelors Degree (BA or BS)	\$0.50

Reflects Negotiated Salary Schedule 06/2022 & 5.5% Increase

**Nothing Negotiated for these positions in 2022-2023 Negotiations

*Bus Driver Standby is at Minimum Wage

Responsibility Factor Negotiated October 2022

Salary Schedule

2021-2022

	Step One 1-2 years	Step Two 3-4 years	Step Three 5-7 years	Step Four 8-10 years	Step Five 11-13	Step Six 14-17	Step seven 18+
Bus Driver**	\$18.20	\$19.11	\$20.07	\$21.07	\$22.12	\$22.67	\$23.24
Extra trip Drive Hourly Rate	\$21.79						
Bus Trip Standby Hourly Rate*	\$14.10						
Food Service Assistant	\$14.67	\$15.40	\$16.17	\$16.98	\$17.83	\$18.28	\$18.73
Food Service Coordinator**	\$17.45	\$18.32	\$19.24	\$20.20	\$21.21	\$21.74	\$22.28
Library Tech/Librarian**	\$15.08	\$15.83	\$16.63	\$17.46	\$18.33	\$18.79	\$19.26
Para Pro I	\$14.72	\$15.46	\$16.23	\$17.04	\$17.89	\$18.34	\$18.80
ECEAP Family Services Coordinator**	\$15.39	\$16.16	\$16.97	\$17.82	\$18.71	\$19.17	\$19.65
Secretary	\$17.09	\$17.94	\$18.84	\$19.78	\$20.77	\$21.29	\$21.82

Education Increments

Rate Per Hour

2 Quarter Hours (20 Clock Hours)	\$0.05
10 Quarter Hours (100 Clock Hours)	\$0.10
25 Quarter Hours (250 Clock Hours)	\$0.15
45 Quarter Hours (450 Clock Hours)	\$0.20
90 Quarter Hours (900 Clock Hours)	\$0.35
Associates Degree (AA)	\$0.35
Bachelors Degree (BA or BS)	\$0.50

Reflects 3% Previously Negotiated

*Bus Driver Standby is at Minimum Wage

DAYTON SCHOOL DISTRICT NO. 2

JOB DESCRIPTION

TITLE: PARAPROFESSIONAL

QUALIFICATIONS: Completed at least two years of study at an institution of higher education or obtain an associate degree or higher

REPORTS TO: Teacher, Appropriate Supervisor

JOB GOAL: To assist the teacher with implementation of remedial assistance programs, migrant, Title I, and special education programs.

PERFORMANCE RESPONSIBILITIES:

1. The Paraprofessional will assist with the development of the needs assessment and program planning.
2. Works with small groups of students in mathematics, reading, or language arts; sometimes under the supervision of the classroom teacher and other times independent of the teacher.
3. Coordination of time schedule and ability to adjust to changing situations daily.
4. Assist regular classroom teachers in establishing individual remedial programs.
5. Attend appropriate workshops and attend meetings with parents when necessary.
6. Perform other duties as required by the superintendent supervisor and/or teacher.
7. Assist with preparation of lessons.
8. Assist with correction of lessons and recording grades.
9. Be able to use and implement lesson plans in the classroom.
10. Assist teacher in evaluating student progress.
11. Be able to correctly administer and score tests.
12. Help maintain orderly appearance of classroom.

13. Perform playground and other supervision as assigned.
14. Operate appropriate office machines and other technology equipment.
15. Playground Responsibilities as follows:
 - Supervise students in designated areas
 - Enforce rules
 - Be responsible for playground equipment
 - Notify another supervisor if need to leave area
 - Assist students in the development of social behavior and physical skills
 - Set a good example
 - Promote safety of all students
 - Respect each child's individuality
 - Acknowledge positive actions
 - Perform other duties as assigned by supervisor

DAYTON SCHOOL DISTRICT NO. 2
EVALUATION
PARAPROFESSIONAL

Name _____
Assignment _____
Date _____

PERSONAL ATTRIBUTES

U- unsatisfactory **NI-** needs improvement **S-**
satisfactory

E – exceeds expectations **O-** outstanding

- _____ Dependable
- _____ Punctual
- _____ Regular Attendance
- _____ Cooperative Attitude
- _____ Professional attitude working with staff, parents, and students
- _____ Exhibits good judgment and common sense
- _____ Shows and interest in work
- _____ Shows a willingness to accept work
- _____ Is open to change or shows willingness to be flexible
- _____ Shows concern for safety of others

COMMENTS:

PERFORMANCE

- _____ Demonstrates initiative in performance of duties
- _____ Work is of high quality
- _____ Materials prepared on time
- _____ Demonstrates time management skills
- _____ Maintains records
- _____ Maintains confidentiality

COMMENTS:

RELATIONSHIPS WITH STUDENTS

- _____ Develops rapport with students
- _____ Provides opportunity for student success
- _____ Is supportive of student interest

COMMENTS:

RELATIONSHIP WITH SCHOOL STAFF

- _____ Follows supervisor's instruction
- _____ Willingness to accept work
- _____ Understands area of responsibility
- _____ Works independently
- _____ Supportive of curriculum and/or activities

COMMENTS:

OVERALL PERFORMANCE

- _____ **U-** unsatisfactory
- _____ **NI-** needs improvement
- _____ **S-** satisfactory
- _____ **E** – exceeds expectations
- _____ **O-** outstanding

COMMENTS:

What in-service would be helpful?

I have read this evaluation and have discussed it with my evaluator. My signature signifies that I have received and read this evaluation and does not necessarily imply that I agree with its contents.

Employee's Signature

Supervisor's Signature

Date:_____

Date:_____

DAYTON SCHOOL DISTRICT NO. 2
JOB DESCRIPTION

TITLE: LIBRARY ASSISTANT PARAPROFESSIONAL AID

QUALIFICATIONS: Completed at least two years of study at an institution of higher education or obtain an associate degree or higher

REPORTS TO: Librarian, Building Principal

JOB GOAL: Assist librarian in the performance of his/her duties

PERFORMANCE RESPONSIBILITIES:

1. Supervision of students.
2. Supervise the check in and out of library materials.
3. Supervise the check in and out of audio-visual materials from ESD.
4. Library book repairs.
5. Inventory.
6. Assist the students in carrying out the classroom teacher's library assignment.
7. Library skills instruction for K-12.
8. Cataloging, filing, and shelving as necessary.
9. Maintain orderly appearance of library area.
10. Perform other such duties as assigned by the building principal or librarian.

DAYTON SCHOOL DISTRICT NO. 2
EVALUATION

LIBRARY

Name _____

Assignment _____

Date _____

PERSONAL ATTRIBUTES

U- unsatisfactory **NI**- needs improvement **S**- satisfactory
E – exceeds expectations **O**- outstanding

- _____ Dependable
- _____ Punctual
- _____ Regular Attendance
- _____ Cooperative Attitude
- _____ Professional attitude working with staff, parents, and students
- _____ Exhibits good judgment and common sense
- _____ Shows and interest in work
- _____ Shows a willingness to accept work
- _____ Is open to change or shows willingness to be flexible
- _____ Shows concern for safety of others

PERFORMANCE

- _____ Demonstrates initiative in performance of duties
- _____ Work is of high quality
- _____ Materials prepared on time
- _____ Demonstrates time management skills
- _____ Maintains records
- _____ Maintains confidentiality

COMMENTS:

RELATIONSHIPS WITH STUDENTS

- _____ Develops rapport with students
- _____ Provides opportunity for student success
- _____ Is supportive of student interest

COMMENTS:

RELATIONSHIP WITH SCHOOL STAFF

- _____ Follows supervisor's instruction
- _____ Willingness to accept work
- _____ Understands area of responsibility
- _____ Works independently
- _____ Supportive of curriculum and/or activities

COMMENTS:

OVERALL PERFORMANCE

- _____ **U**- unsatisfactory
- _____ **NI**- needs improvement
- _____ **S**- satisfactory
- _____ **E** – exceeds expectations
- _____ **O**- outstanding

COMMENTS:

What in-service would be helpful?

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Employee's Signature

Supervisor's Signature

Date:_____

Date:_____

JOB DESCRIPTION

TITLE: FOOD SERVICES ASSISTANT

- QUALIFICATIONS:
1. Must have the ability to get along with student, staff, and public.
 2. Must possess a high school diploma or equivalency and a State of Washington Department of Health Food Handler's certificate.
 1. Must have considerable experience as a food service assistant with additional training for the responsibilities of the position of cook.
 2. Must be willing to actively seek additional professional growth opportunities.
 3. Must be able to perform duties requiring moderate to heavy physical exertion.

REPORTS TO: Food Service Supervisor

JOB GOAL: Perform quantity cooking according to prepared menus and standardized recipes under the general supervision of the Food Service Supervisor, assist with the operation of the kitchen and serving of food.

PERFORMANCE RESPONSIBILITIES:

1. Open kitchen each morning according to written procedures.
2. Prepare breakfast and lunch entrée according to standardized recipes, menus, and verbal instructions.
3. Know the proper care and use of equipment.
4. Clean kitchen and equipment, maintain a sanitary and safe work area, report any malfunction of equipment to Food Service Supervisor.
5. Assist in serving breakfast and lunch to students as directed.
6. May be actively involved in the meal count system.
7. May be required to perform duties of other cafeteria staff, including Food Service Supervisor, in his/her absence.
8. Perform related duties as directed by supervisor

DAYTON SCHOOL DISTRICT NO. 2
EVALUATION
FOOD SERVICES

Employee Name _____

Assignment _____

Date _____

U- unsatisfactory **NI**- needs improvement **S**- satisfactory
E – exceeds expectations **O**- outstanding

PERSONAL CHARACTERISTICS

_____ Dependable/regular in attendance

_____ Shows interest in work

_____ Is open to change, demonstrates willingness to be flexible

_____ Shows concern for safety of students and staff

_____ Personal grooming

COMMENTS: _____

PERFORMANCE

_____ Demonstrates initiative in performance of routine duties

_____ Maintains nutrition standards for servings

_____ Maintains kitchen cleanliness

_____ Ability to follow direction

COMMENTS: _____

ORGANIZATION

_____ Time management

_____ Efficiency

COMMENTS: _____

RELATIONSHIP WITH STUDENTS / STAFF

_____ Supervision of student workers

_____ Cooperates with staff

COMMENTS: _____

OVERALL PERFORMANCE

_____ U- unsatisfactory

_____ NI- needs improvement

_____ S- satisfactory

_____ E – exceeds expectations

_____ O- outstanding

COMMENTS:

What in-service would be helpful?

I have read this evaluation and have discussed it with my evaluator. My signature signifies that I have received and read this evaluation and does not necessarily imply that I agree with its contents.

Employee's Signature

Supervisor's Signature

Date: _____

Date: _____