Classified Employees Group

Para professionals
Building Secretaries
Bus Drivers
Food Service
Library Staff

Bargaining Agreement
2019-2020
2020-2021
2021-2022

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, cooks, library assistants, 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 employee's normal workday, they may claim hour(s) on a time sheet 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).
Classified Employees Operation Manual

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 belitting 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 assignment on any early release, half, and Conference day.

SECTION 4.2 DISTRICT IN-SERVICE DAY
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.

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

Negotiated Spring/Summer 2019
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. Overtime/comp time should be used in the week it is accrued to avoid exceeding the 40 hour work week. On rare occasions and only with superintendent approval can overtime/comp time be extended outside of the week it is earned.
b. 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.
c. Employees cannot give up breaks or lunch time that result in overtime/comp time. Supervisors are required to work with the employee to insure the appropriate breaks are provided.
d. Tracking of overtime/comp time shall be done by the employee and must include a signature from the supervisor prior to additional time worked. The comp time form (see appendix) shall be turned in each month with the employee’s regular time sheet.
e. Employees who work three (3) or more hours longer than the normal work-day shall receive appropriate breaks or meals.
f. An employee who performs two or more different kinds of work for which different rates are paid will be paid for the overtime hours at 1.5 times the rate for the work being performed during those overtime hours.

SECTION 4.4 FLEXTIME

Flextime: (Traded time)
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 employees 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 (cooks 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.

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Employees contracted for more than 195 work days (not including holidays) will receive nine (9) paid
holidays.

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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.

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 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.

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, provided that a substitute is available. 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.

This provision may be utilized to extend regular school holidays if requested and approved 10 days prior to the leave. 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. 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 7.7 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 VEBRA III Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW 28A.400.210, then the VEBRA 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 VEBRA 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 therefrom 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 rata 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 will contribute the state allocated amount for medical coverage for each FTE covered by this
bargaining agreement (based on 1440 hours per year). The District will contribute an additional $45.00 per
FTE toward the cost of insurance and the Health Care Authority (HCA) and beginning in September 2016
will contribute 100% of the HCA fee up to a maximum of $70. Employees with a work year of less than
1440 hours shall receive a pro-rata amount.

An out of pocket insurance fee of one dollar ($1) per month will be assessed to any employee having no out
of pocket expenses after all allocation and pooling monies are applied. This does not apply to employees
who waive any insurance benefit.

SECTION 8.2 DISTRIBUTION
First deduction from the employer’s contribution shall be for any of the insurance plans requiring one
hundred percent participation of eligible employees. Employees of the District who are husband and wife
may elect to combine the district contribution of any of the above insurance programs. Insurance premiums
will be pooled in accordance with the law.

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 apprised 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, 2019.

The parties agree each spring they may each negotiate two unspecific subjects. The entire contract will be
open to negotiations every third year beginning with the spring of 2022.

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

For The Board

For the CELC

[Signatures]

[Signatures]
### Classified Employee Group Salary Schedule 2019-2020

<table>
<thead>
<tr>
<th>Step One 1-2 years</th>
<th>Step Two 3-4 years</th>
<th>Step Three 5-7 years</th>
<th>Step Four 8-10 years</th>
<th>Step Five 11-13</th>
<th>Step Six 14-17</th>
<th>Step Seven 18+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Driver</td>
<td>$17.16</td>
<td>$18.02</td>
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<table>
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<th>Education Increments</th>
<th>Per Hour Rate</th>
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<tr>
<td>2 qtr hours (20 clock hours)</td>
<td>$0.05</td>
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<tr>
<td>10 qtr hours (100 clock hours)</td>
<td>$0.10</td>
</tr>
<tr>
<td>25 qtr hours (250 clock hours)</td>
<td>$0.15</td>
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<tr>
<td>45 qtr hours (450 clock hours)</td>
<td>$0.20</td>
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<tr>
<td>90 qtr hours (900 clock hours)</td>
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<tr>
<td>Associates Degree (AA)</td>
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<tr>
<td>Bachelors Degree (BA or BS)</td>
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## Salary Schedule
### 2020-2021

<table>
<thead>
<tr>
<th>Position</th>
<th>Step One 1-2 years</th>
<th>Step Two 3-4 years</th>
<th>Step Three 5-7 years</th>
<th>Step Four 8-10 years</th>
<th>Step Five 11-13</th>
<th>Step Six 14-17</th>
<th>Step Seven 18+</th>
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<tr>
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<tr>
<td>Food Service Assistant</td>
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### Education Increments

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Negotiated Spring/Summer 2019
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. Co-ordination of time schedule and ability to adjust to changing situations daily.
4. Assist regular classroom teacher in establishing individual remedial programs.
5. Attend appropriate workshops and attend meeting with parents when necessary.
6. Perform other duties as required by the superintendent supervisor and/or teacher.
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

Negotiated Spring/Summer 2019
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: _________________
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.
5. Inventory.
6. Assist the students in carrying out the classroom teacher’s library assignment.
7. Library skills instruction for K-12.
8. Cataloguing, filing, and shelving as necessary.
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:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

22

Negotiated Spring/Summer 2019
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
- Nl- 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: ____________________

Negotiated Spring/Summer 2019
Classified Employees Operation Manual

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 entree 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 of 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 imitative 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
9 MONTH 8 HOLIDAYS B

Aug 26 TEACHER WORK DAY NO STUDENTS
Aug 27 DIST: DISTRICT INSERVICE
Sep 02 LABOR: LABOR DAY
Sep 06 FAIR: FAIR DAY
Nov 06 CONF: CONFERENCE DAY
Nov 07 CONF: CONFERENCE DAY 2
Nov 08 CONF: CONFERENCE DAY 3 NO STUDENTS
Nov 11 VETERANS: VETERANS DAY
Nov 27 THANKS: THANKSGIVING BREAK
Nov 28 THANKS: THANKSGIVING
Nov 29 THANKS: THANKSGIVING BREAK
Dec 20 1/2 DAY: HALF DAY 1 DISMISS 12:30
Dec 23 WINTER 1: WINTER BREAK 1
Dec 24 WINTER 2: WINTER 2
Dec 25 CHRISTMAS: CHRISTMAS DAY
Dec 26 WINTER 3: WINTER BREAK 3
Dec 27 WINTER 2: WINTER BREAK 4
Dec 30 WINTER 5: WINTER BREAK 5
Dec 31 WINTER 6: WINTER 6
Jan 01 NEW YEARS: NEW YEARS DAY
Jan 02 WINTER 8: WINTER BREAK 8
Jan 03 WINTER 9: WINTER BREAK 9
Jan 20 MLK: MARTIN LUTHER KING DAY
Feb 14 HALF DAY: HALF DAY 2 DISMISS 12:30
Feb 17 PRES: PRESIDENTS DAY
Mar 06 SNOW DAY: SNOW DAY 1
Mar 18 CONF: CONFERENCE DAY 4 NO STUDENTS
Apr 03 HALF DAY: HALF DAY 3 DISMISS 12:30
Apr 06 SPRING: SPRING BREAK DAY 1
Apr 07 SPRING: SPRING BREAK DAY 2
Apr 08 SPRING: SPRING BREAK DAY 3
Apr 09 SPRING: SPRING BREAK DAY 4
Apr 10 SPRING: SPRING BREAK DAY 5
May 22 HALF DAY: HALF DAY 4 DISMISS 12:30
May 25 MEM: MEMORIAL DAY

Para Calendar
Copy for Doug
10 MONTH 8 HOLIDAYS+

Aug 12 NON WORK: NON WORK DAY
Aug 27 DISTRICT INSERVICE
Sep 02 LABOR: LABOR DAY
Sep 06 FAIR DAY: FAIR DAY
Nov 06 CONF: CONFERENCE DAY
Nov 07 CONF: CONFERENCE DAY 2
Nov 08 CONF: CONFERENCE DAY 3
Nov 11 VETERANS: VETERANS DAY
Nov 27 THANKS: THANKSGIVING BREAK
Nov 28 THANKS: THANKSGIVING BREAK
Nov 29 THANKS: THANKSGIVING BREAK
Dec 20 HALF: HALF DAY 1 DISMISS 12:30
Dec 23 WINTER: WINTER BREAK 1
Dec 24 WINTER 2: WINTER 2
Dec 25 CHRISTMAS: CHRISTMAS DAY
Dec 26 WINTER: WINTER BREAK 3
Dec 27 WINTER 4: WINTER BREAK 4
Dec 30 WINTER 5: WINTER BREAK 5
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Apr 06 SPRING: SPRING BREAK DAY 1
Apr 07 SPRING: SPRING BREAK DAY 2
Apr 08 SPRING: SPRING BREAK DAY 3
Apr 09 SPRING: SPRING BREAK DAY 4
Apr 10 SPRING: SPRING BREAK DAY 5
May 22 HALF: HALF DAY 4 DISMISS 12:30
May 25 MEM: MEMORIAL DAY
Jun 25 SHANNON: Shannon Only- for ASB Bills, ETC - J
Jun 26 SHANNON: Shannon Only- for ASB Bills, ETC - A

Secretary Calendar

Copy for Doug