

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

PUYALLUP SCHOOL DISTRICT

AND THE

**PUYALLUP EDUCATION SUPPORT PROFESSIONALS
ASSOCIATION (PESPA)**

SEPTEMBER 1, 2021 - AUGUST 31, 2024

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ARTICLE I
ADMINISTRATION OF THE AGREEMENT

Section 1.1 Recognition

The Puyallup School District (hereinafter "District") hereby recognizes the Puyallup Education Support Professionals Association (hereinafter "Association"), an affiliate of the Washington Education Association (WEA), as the exclusive bargaining representative for all employees designated as Paraeducators, Licensed Practical Nurses (LPN's), Sign Language Interpreters, and Science Lab Technicians, excluding substitutes. Employees who provide sign language interpreting and tutoring support to students shall be classified as "Interpreter/Tutors" (including coordinators) and employees who provide accommodation for students or staff shall be classified as "Interpreters." Such recognition is granted pursuant to the Public Employees Collective Bargaining Act of 1967.

Section 1.2 Management Rights

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

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations are 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 to take other disciplinary action against employees; and the right to release employees from duties because of lack of work or 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 such operations are conducted.

Section 1.3 Interpreter and LPN Subcontracting

In the event no bargaining unit member is available or qualified to perform an assignment or fill a position, the District may contract with other individuals or agencies on a temporary basis to fulfill the position or assignment.

Section 1.4 Duration

The term of this Agreement shall be from September 1, 2021 until August 31, 2024. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Section 1.5 Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

In the event any provision of this Agreement is found to be contrary to law, such provision shall be re-negotiated.

Section 1.6 Distribution of the Agreement

This agreement shall be posted on the District's website for prospective and current employees to access.

**ARTICLE II
ASSOCIATION RIGHTS**

The Association has the right and responsibility to represent the interests of all employees in the bargaining unit; to present their views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 2.1 Communication

Section 2.1.1 Availability of Information

The names, work assignments, work locations, hire date, hours per day per assignment, phone number, mailing address, email address, pay, and salary information of employees shall be provided to the President of the Association monthly, after the completion of final payroll.

The Association President shall be furnished, upon request, reasonable and appropriate available data pertinent for use in carrying out the Association's negotiation and representation functions. All parties shall exercise discretion in the utilization of such data.

Section 2.1.2 Electronic Communication

All employees shall be provided with email addresses. Members of the Association shall be permitted to use the District email communications system to conduct Association business. District email shall not be used by the Association for the purpose of advocating for specific political action, work stoppage or other communication use prohibited by law.

Section 2.1.3 Labor Management Meetings

Representatives of the Association and the District shall meet regularly during the school year to review and discuss items of concern or of interest to either party, including this Agreement.

Section 2.2 Use of Resources

Section 2.2.1 Equipment Use

The District shall honor reasonable requests by the Association for the use of facilities and equipment, the use of in-District mail service and making bulletin board space available. The Association shall follow proper District procedures in requesting use of resources.

Section 2.2.2 Access

Representatives of the Association shall be permitted to transact Association business on school property and shall follow required check-in/check-out procedures. Such business shall normally be transacted before or after the work day, but under no condition shall be conducted at times which interfere with normal school operation or interrupt other employees during the performance of their assigned duties.

Section 2.3 Notification of Staff Reduction

While the District specifically retains the right to make all budget making and staffing level decisions, when reductions in the bargaining unit work force are anticipated, the District agrees to notify the Association prior to communicating the reduction to employees and at the Association's request, negotiate the effects of the anticipated reductions.

1
2 **Section 2.4 Association Leave**

3 For the purpose of conducting Association business and business with the District, employees designated
4 by the Association will be allowed time off with pay. The cumulative total for all employees for this
5 purpose, excluding time off taken by the Association President, will be no more than 45 days per school
6 year. No more than three employees may be released at any one time, except for the purpose of bargaining,
7 preparation for bargaining, attending WEA Representative Assembly and attending the NEA ESP Issues
8 Conference. The Association will pay substitute costs for leave billed by the District within 75 days of the
9 date of use of Association leave.

10
11 Any time off taken by the Association President (up to full time) at the request of the Association to perform
12 Association duties, to conduct Association business and/or confer with District representatives, shall be
13 considered release time. If the request for release is less than full time, the Association and the District shall
14 agree on the amount of leave requested and the potential need for reassignment of the President. If there is
15 a need for reassignment, the Association President will have the choice of an equivalent vacant position
16 prior to the placement of other employees. The Association shall request release time, if any, 30 days prior
17 to the end of the semester preceding the one for which leave is sought, except in cases where such notice is
18 not possible.

19
20 The Association President shall receive full salary, rights and benefits as identified in the collective
21 bargaining agreement as though employed full-time. The Association will reimburse the District for the cost
22 of the release time. Any additional stipend the President receives, as determined by the Association, shall
23 be paid by the District as extended days, and reimbursed by the Association. Compensation that exceeds the
24 highest paid employee in the Association will not be accepted by the Department of Retirement Services.

25
26 Upon completion of the term of office, the Association President shall have rights to return to a position of
27 equal hours in the building/program from which the President left at the time of the release. The Association
28 President shall have the choice of an equivalent vacant position, prior to the placement of other employees.

29
30 Any employee elected or appointed to a position with the Summit UniServ Council requiring release time
31 shall be granted the requested release and shall retain all salary, rights and benefits under the Agreement.
32 Reimbursement for said release time shall be paid to the District by the Summit UniServ Council.

33
34 Any employee elected or appointed to a full-time position with NEA, or WEA, requiring full time release
35 time shall be granted the requested release for the length of the term of office, and shall retain all salary,
36 rights and benefits under the Agreement. Reimbursement for said release time shall be paid to the District
37 by NEA, or WEA as appropriate.

38
39 **Section 2.5 Dues and Deductions**

40 The Association shall have the exclusive right to payroll deduction of dues and assessments required for
41 membership for employees, provided, that the Association shall present said deductions to the District in
42 one (1) billing which shall change no more than three (3) times per fiscal year, exclusive of the addition or
43 deletion of individuals. Written authorization and/or revocation of membership shall be provided to the
44 District by the Association. The District shall continue to provide such deduction service during the period
45 of this Agreement. The Association shall notify the District immediately of any employee's election to
46 rescind their written authorization. Written authorizations/revocations received after the District's monthly
47 payroll cutoff date will be processed the following month.

1 When an employee is represented by multiple bargaining groups, the employee shall pay dues or fees to the
2 group for which they work the most regularly scheduled hours per month. Such employees shall be subject
3 to the terms of this agreement while serving in the position included in this bargaining unit. However,
4 benefits, including but not limited to insurance and leave provisions, shall be determined by the collective
5 bargaining agreement or District policy covering the position that carries the most regularly scheduled hours
6 per month. If an employee has an equal number of regularly scheduled hours per month between District
7 units or groups, the employee shall choose at the outset of the split assignment which unit or group's benefits
8 shall apply.

9
10 Each pay period, the dues required of membership shall be deducted from the employee's salary.

11
12 The District shall transmit the dues to the designated Association representative each pay period. Dues will
13 include local dues.

14
15 The District shall be held harmless by the Association for compliance with this article, including reasonable
16 attorney fees.

17 18 **Section 2.6. Information to New Employees**

19 An opportunity shall be provided for Association representatives to participate in orientation meetings for
20 new employees including substitutes, pursuant to RCW 41.56.037.

21 22 23 **ARTICLE III** 24 **RIGHTS OF EMPLOYEES** 25

26 **Section 3.1 Rights of Citizenship and Nondiscrimination**

27 Employees shall be entitled to full rights of citizenship as granted to citizens generally. Employees shall not
28 be discriminated against by reason of race, creed, religion, color, marital status, sexual orientation, gender,
29 gender expression or identity, age, national origin, domicile, bona fide political activity or lack thereof, or
30 the presence of any sensory, mental, or physical disability, except as permitted in accordance with this
31 Agreement or by law, nor shall the position on the salary schedule affect an employee's assignment and/or
32 promotion.

33
34 The private and personal life of an employee shall not be within the concern of the District unless there is
35 actual, or probable adverse effect on the duties and responsibilities of the employee.

36
37 Employees shall have the right, freely and without fear of penalty or reprisal, to join the Association. Each
38 employee shall have the right to bring matters of personal concern to the attention of appropriate Association
39 representatives and/or appropriate officials of the District.

40 41 **Section 3.2 Just Cause**

42 43 **Section 3.2.1 Non-Disciplinary**

44 Verbal warnings and Letters of Direction are not disciplinary in nature but shall be documented in
45 the supervisor's working file.
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Section 3.2.2 Progressive Discipline

An employee will not be disciplined without just cause or for an arbitrary or capricious reason. The extent of any disciplinary action will be in keeping with the seriousness of the infraction and appropriate to the behavior which precipitates such action. A process of progressive discipline will be used. Verbal Warnings and Letters of Direction may be used as a precursor to formal discipline when appropriate. Progressive discipline includes written reprimand, suspension without pay, or termination. Copies of discipline shall be placed in the employee's personnel file and given to the employee and Association.

Section 3.3 Right to Representation

Employees shall have the right to have an Association representative present and participating in any discussion that the employee reasonably expects might give rise to disciplinary action, in formal and informal disciplinary hearings, and in grievance discussions.

When an administrator reasonably expects that a meeting may lead to disciplinary action against an employee, the Administrator shall advise the employee of their right to representation prior to discussing the matter with the employee.

When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

The specific grounds forming the basis for disciplinary action shall be made available to the employee and to the Association in writing upon request.

In the event that an allegation of misconduct is investigated and not supported by the available evidence, such records shall be retained in the District to substantiate that a thorough investigation was conducted.

Section 3.4 Personnel File and Complaints

The District shall keep one copy of the employee's personnel file at the District office, and the employee shall be given permission to review the contents of that file by making an appointment through the Human Resources Office. A working file may be kept at the worksite. All employees shall have the right to review and respond to any and all files maintained for and/or about them. If requested, file materials shall be reproduced for the employee promptly.

Section 3.4.1 Derogatory Materials

No derogatory materials concerning the employee's conduct, service, character, or personality shall be placed in any file unless an employee has had an opportunity to read and respond to them within 30 business days. The employee shall acknowledge having read such material by affixing their signature to the copy to be filed. The employee shall have the right to write their version of the incident or occurrence, and have the statement permanently attached to the original document.

Section 3.4.2 Complaints

Complaints and accusations shall be called to the attention of the employee within five school days of receipt or at the time a determination is made that there is sufficient reason to call the complaint to the employee's attention. Any complaint or accusation not called to the employee's attention may not be used as the basis for any disciplinary action against the employee and may not be included in the employee's evaluation.

Section 3.5 Administrative Leave

The District may place an employee on paid administrative leave upon receipt of a complaint or allegation of inappropriate behavior by the employee and when the employee's continued presence in the workplace may threaten or endanger the health, safety, or well-being of students or employees, disrupt the educational setting, or interfere with the investigation. The Association shall be notified of any employee placed on administrative leave.

The employee shall be notified of the decision to place him/her on administrative leave in a respectful, private and discreet manner, whenever reasonably possible with a face to face conversation at the end of the employee's work day.

The employee shall be notified in writing of the specific complaint or allegation to be investigated as soon thereafter as possible. Investigations shall be conducted as quickly as possible. Administrative leave is not considered disciplinary. At the conclusion of an investigation, if the employee requests, a meeting will be held to disclose the results of the investigation, and if applicable, to discuss disciplinary results and identify transition supports prior to returning the employee to work.

Section 3.6 Safe Working Environment

The District shall provide a safe and healthy working environment for all employees so employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. When an unsafe or hazardous condition is reported to the District, the concern will be acted upon in a timely manner. If there is a disagreement as to the existence of an unsafe or hazardous condition, either party may refer the matter to an outside agency.

Section 3.7 Staff Protection

Section 3.7.1 Hold Harmless

Employees who are supervising students will be held harmless and defended by the District when acting within the scope of their employment obligations to the District.

Section 3.7.2 Vehicle Damage

Acts of damage to a vehicle parked in the school setting shall be covered by the individual's insurance policy. When an employee's vehicle is damaged in a designated work parking area or within the course of an employee's job responsibilities by vandalism, which includes a reportable hit-and-run incident, the District will reimburse the amount of the deductible to a maximum of \$2,000. Employees who have vehicles which are not covered by insurance shall receive the same benefit. Damage to an employee's vehicle caused by District negligence will be fully covered per the District's coverage agreement in force at the time of the incident.

Section 3.7.3 Liability Insurance

The District shall provide liability insurance protecting employees while they are acting within the scope of their employment obligations to the District, which may include, among other activities, transporting materials, equipment or students. When so acting, employees will be covered by the District's liability insurance policy.

Section 3.7.4 Personal Property

When employees use personal property in a school-related situation at any time inside or outside the work day with appropriate safeguards against loss or damage, the District shall provide insurance to protect the property from loss or damage to a maximum of \$2,000 total value per individual. Such insurance protection shall apply only to items identified in written or video record for which prior approval has been given each year, in writing, by the principal or program director. Items totaling more than \$2,000 need prior approval by the Superintendent, or designee. Such approval must also be sought each school year and in no case extend beyond the third day after the school year ends.

Employees will not be held financially responsible for loss or damage of District owned instructional materials issued to students, including, but not limited to computers/laptops. The District will reimburse personal insurance deductibles for stolen district issued technology.

Section 3.7.5 Assault/Physical Harm

Any case of assault or physical harm caused by a student arising out of an employment related situation on an employee shall be promptly reported to the District. The District shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. If the employee submits a worker's compensation claim noting physical harm caused by a student and the claim is approved, the employee shall be reimbursed by the district for documented out of pocket expenses incurred from the assault or physical harm and/or reimbursed for the value of leave days not covered by, to a maximum of \$1,500, provided the supporting documentation is submitted to the HR department within six months of the date of the assault. If necessary, the employee may request an extension from HR to gain a period longer than six months to submit documentation when the employee anticipates a delay in billing of health care expenses, not to exceed one year. This paragraph does not apply to civil litigation instituted by the employee.

Section 3.7.6 Workers' Compensation (RTW Program)

Employees covered by Workers' Compensation and State Industrial Insurance laws shall, upon loss of time due to a job-related injury or illness and after establishment of eligibility for such benefits, make a decision regarding use of accumulated regular illness, injury, or emergency leave. Provided further that if the employee has exhausted all sick leave prior to the effective date of the beginning of the Workers' Compensation eligibility, the District will provide up to three (3) additional days of leave or whatever portion thereof is needed. Employees may choose to supplement disability payments from Puget Sound Workers' Compensation Trust with a proportionate share of accrued leave to equal a normal day of pay, choose to receive a full day of appropriate accrued leave benefits in addition to the disability payment, or receive only disability payments from Puget Sound Workers' Compensation Trust. The Director of Risk Management will provide an election form when notified of the job-related injury or illness.

A work-related illness or injury may run concurrently with FMLA. The Human Resources department must be notified of forthcoming absences as a result of a job-related illness or injury. Upon determination of an approved work injury claim, the Human Resources department will determine FMLA eligibility. Upon approval of FMLA eligibility, all related employee absences will be counted toward the employee's annual 12-week FMLA leave entitlement.

Additionally, the District will continue to pay the medical insurance premiums for the balance of the school year for an employee eligible for Workers' Compensation who has exhausted all sick leave.

1
2 **Section 3.8 Access to Work Tools**

3 The District shall provide an individual/personal interschool mail location for each employee at their home
4 worksite. Employees may submit a request to their administrative supervisor for use of a laptop during
5 working hours for specific work needs during their paid time including requests for specific electronic
6 access. The administrator will respond to the request as soon as possible. If the request is denied, the
7 employee may request an email from the administrator, explaining the reason for the denial. Sufficient
8 access to a shared computer will be provided to employees for the purpose of checking email and other
9 work related tasks. If requested, the administrator will discuss options for locking storage and/or a desk with
10 the employee and will grant the request if there are resources and adequate space available.

11
12 Supervisors shall ensure that employees have reasonable opportunities each day to review District email
13 and other communications, at a time that is least impactful to students and while not responsible for student
14 instruction or supervision.

15
16 Prior to working with students with special needs, employees will be provided with information regarding
17 504s, and IEPs (including Behavior Intervention Plans, medical plans, accommodations, etc.) for students
18 with whom the employee works directly. In addition, employees will be provided access to necessary
19 curriculum materials including digital curriculum and related tools.
20

21
22 **ARTICLE IV**
23 **HOURS/DAYS OF WORK AND OVERTIME**
24

25 **Section 4.1 Definition of Full-Time and Part-Time Employees**

26 A full-time employee shall be defined as one who works 1,440 hours per year, including any District
27 imposed work hours reductions. A part-time employee shall be defined as one who works less than 1,440
28 hours per year.
29

30 **Section 4.1.1 Work Days**

31 The normal work schedule shall consist of five consecutive workdays, Monday through Friday,
32 followed by two days of rest (Saturday and Sunday).
33

34 **Section 4.1.2 Work Shifts**

35 Each employee shall be assigned to a definite shift with designated times of beginning and ending.
36 Shifts in excess of five hours per day shall include a lunch period of not less than 30 minutes.
37

38 All regular employees assigned to work at least six (6) hours per day in KITE, WRAP, EXCEL,
39 Developmental Kindergarten, Support Center, and Interpreter Tutor positions shall be scheduled to
40 work 15 minutes before their designated start time for daily start up responsibilities (e.g.: setting up
41 equipment and preparing materials prior to students arriving onsite).
42

43 **Interpreter/Tutors:** A normal work shift for “Interpreter/Tutors” shall closely match the school
44 attendance hours for the student(s) for whom they are interpreting.
45

46 Forty (40) hours shall be allowed each school year for professional preparation. Additional time for
47 professional preparation, paid at the employee’s regular rate of pay, shall be approved on a case by
48 case basis by the Special Services Administrator.

Employees hired as “Interpreter/Tutors” according to the job posting shall retain Interpreter/Tutor status within the contract even if performing work that is designated in the contract as falling within the Interpreter classification.

Interpreter/Tutor Coordinators: A normal work shift for Interpreter/Tutor Coordinators shall be seven hours, consisting of five hours of student contact time, one hour outside the student day, and up to one additional hour within the student day, as schedules allow and approved by the Special Services Administrator, for performing coordinator duties. Forty (40) hours shall be allowed each school year for professional preparation. Additional time for professional preparation, paid at the employee’s regular rate of pay, shall be approved on a case by case basis by the Special Services Administrator.

LPNs: A normal work shift for LPNs will match the school/work hours for their building(s).

Section 4.1.3. Paraeducators

Paraeducators who work at least four (4) hours per day providing classroom instructional support in ELL, Title, LAP, Highly Capable, Resource, Gateway and Advance shall have two (2) additional hours as a pay assignment (outside of their regular workday) each week for professional preparation on site. These hours shall be scheduled by mutual agreement of the impacted employee, designated administrator, and certificated team member, if applicable.

Paraeducators who work at least four (4) hours per day providing classroom instructional support in Developmental Delayed Preschool and Summit/IAES shall have fifteen (15) minutes of professional preparation on site included in their workday schedule.

Paraeducators who work at least four (4) hours per day providing full day classroom instructional support in KITE, WRAP, Excel, Developmental Kindergarten and Support Center, shall have one (1) additional hour as a pay assignment (outside of their regular workday) each week for professional preparation on site. This hour shall be scheduled by mutual agreement of the impacted employee, designated administrator, and certificated team member, if applicable.

Section 4.2 Lunch Break

Employees shall be allowed a meal period of at least 30 continuous and uninterrupted minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods will be on the District's time when the employee is required by the employer to remain on duty. No employee shall be required to work more than five consecutive hours without a meal period.

Section 4.3 Rest Period

Employees shall be allowed a rest period of 15 continuous and uninterrupted minutes on District time for each four hours of working time. Rest period shall be scheduled as near as possible to the mid-point of the work period. No employee shall be required to work more than three hours without a rest period. However, where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for each four hours of work, scheduled rest periods are not required.

Section 4.3.1 Rest from Interpreting

The District will make reasonable effort to not schedule work assignments for Interpreters requiring an hour or longer of continuous interpreting without an assigned team of Interpreters or Interpreter/Tutors in order to accommodate appropriate rest from interpreting for each employee. Individual Interpreters or Interpreter/Tutors shall generally be expected to provide continuous interpreting for a maximum of 50 minutes followed by non-interpreting tasks or the employee's regular break. In the event an employee has concerns regarding overuse or physical impact of extended periods of continuous interpreting, the employee shall request a meeting with the Special Services Administrator, who shall make reasonable effort to find mutually agreeable solutions to resolve the concern in a timely manner.

Section 4.4 Transporting Students

Employees shall not be requested nor required to transport students in their personal vehicles. However, when emergency transportation situations arise, the supervisor and employee may discuss such situations. If transporting students in a District vehicle, employees shall complete the necessary paperwork required by the District prior to transporting students.

Section 4.5 Extended Time

Additional hours beyond the employee's regular assignment must be approved by the administrative supervisor (or assigned by the Interpreter/Tutor Coordinator, for Interpreters) in advance of the hours worked and shall be compensated at their regular hourly rate of pay. Employees and administrative supervisors may agree to flex work hours within the work week.

Employees who are assigned additional hours on an ongoing basis as part of their regular assignment, will receive payment for these hours as part of their regular work assignment.

Section 4.6 Overtime

Overtime must be approved by the employee's administrative supervisor (or assigned by the Interpreter/Tutor Coordinator, for Interpreters) in advance of the hours worked. All hours paid which exceed 40 for any one work week (Monday morning at 12:00 a.m. through Sunday night at 11:59 p.m.) shall be compensated at one-and-one-half times the employee's base hourly rate.

Section 4.7 Extra Responsibilities

As part of the educational community, employees are invited and encouraged to participate in District activities outside their regular work hours. However, under no circumstances should they be or feel pressured to engage in such activities. When employees are required to attend meetings and/or events outside the workday which are related to their work assignment, they shall be compensated at their appropriate rate of pay.

When activities outside an employee's regular work hours are optional, no information critical to that employee's successful performance of their job shall be communicated unless it is also communicated by another means, such as in writing.

Section 4.8 Day Before School Begins

All Paraeducators, Health Assistants and LPNs shall work six hours on the day before classes begin (i.e.: the designated “181st day”) and shall be paid at their regular hourly rate.

Interpreter/Tutors and Coordinators shall work seven hours on the day before classes begin (181st day).

Science Lab Technicians shall work seven hours on the day before classes begin (181st day).

Section 4.9 School Delay

When school schedules are delayed for inclement weather or other reasons at one site or District wide, employees shall work their regular schedule. If it is not safe for the employee to report at their regular start time, the employee may use appropriate leave, or request to flex up to 2 hours for a single school day to be made up on another work day within two weeks. If the employee’s work location is closed, employees may be directed to work at another site. If an employee is not required to report for work, their work will be rescheduled.

Section 4.10 Fair Day

If the District provides an early release for employees and students on Fair Day in September, employees will be released at the same time students are released, without loss of compensation.

Section 4.11 Shortened School Year Due to Work Stoppage

In the event that the school year is shortened because of work stoppage by other bargaining groups, the District will provide employment for employees covered by this Agreement for the number of days the State provides reimbursement to the District.

Section 4.12 Transition Time

Employees shall be paid appropriate travel time when a single, district designated assignment requires travel between two work sites. Employees are not eligible to assume extra assignments/hours or bid on additional positions that do not provide adequate transition time between work sites to allow the employee to fulfill the required time for each assignment. Employees bidding on and/or accepting two separate assignments shall not be compensated for travel between two separate job sites.

Employees should work with building administrators to ensure appropriate transition time between assignments at the same site.

Section 4.13 Extended Work Hours and Collaboration Time

Employees shall not be required to perform work assignments outside their regular work schedule. If an employee finds that a specific assignment or ongoing expectations cannot be completed within their regular work schedule, the employee shall meet with the Principal or program administrator to resolve the workload issue.

Section 4.13.1 Collaboration Time

Employees assigned in a position of at least 20 hours each week within levels two and above shall work one hour during the late start Mondays for collaboration and be paid at the employee’s regular hourly rate of pay. If the employee holds another district assignment during that hour of Monday collaboration time, the employee will arrange an alternate hour within that work week, outside their regular work hours, to complete their collaboration responsibilities.

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The District will include employees in school improvement activities and/or offer professional development when appropriate and to the extent possible on days when the student schedule is modified. The professional development committee will schedule professional development opportunities on student attendance waiver days, if any, that employees may attend, utilizing their professional development hours.

ARTICLE V

RELATED SERVICES FOR PARAEDUCATORS

Section 5.1 Related Services for Paraeducators

Working with a diverse student population is a part of many of the positions held by Paraeducators. Some Paraeducators work or will work with students with special needs. It is understood that such Paraeducators are expected to provide the related services necessary for such students. However, should a current employee's job change to begin to include related services (including catheterizing, clapping, tube feeding, suctioning, diapering or administering medications), that employee has the following options:

1. Trade positions with another willing employee if both employees are qualified and both have received approval by their building administrator;
2. Receive additional training as deemed appropriate by a Special Services administrator;
3. Bid for any open posted position for which they are qualified. The Paraeducator may be required to carry out the new related services of the position until a replacement can be found.

Bus Riding Support: Separate from their regular work responsibilities, employees may be required to support students riding the bus when the regular employee assigned to that work is absent, or a vacancy exists. In recognition of this work being outside of the employees' regular work hours, employees who are assigned this extra work shall receive their hourly rate plus a differential of \$3.00 per hour while riding the bus, which will continue through the remainder of the assignment (even if converted to a temporary assignment). The District will seek volunteers in the building to accept this extra work first, but if no employees volunteer, the least senior paraeducator in the building will be assigned the extra hours.

Section 5.2 Training for Related Services and Administering Medications

Paraeducators who are required to dispense and administer medications, render first aid or provide related services will be properly trained by a licensed nurse prior to these responsibilities being required and will be held harmless and defended by the District when acting within the scope of their duties. Training for such responsibilities will be provided yearly and any training time required outside of the work day will be paid at the employee's regular hourly rate of pay. As appropriate and feasible, written guidelines for all related services and/or procedures and for administering medications shall be given to all Paraeducators working with special needs students.

Section 5.3 Toileting

The District will endeavor to utilize in all circumstances same gender employees to diaper and toilet students over the age of six years. As best practice, Paraeducators shall be assigned in pairs for this task whenever reasonably possible and an appropriate coverage plan will be developed to account for employee absences. Employees who have concerns will notify their supervisors in writing for appropriate assistance.

1 **Section 5.4 Lifting**

2 Paraeducators required to lift more than 35 pounds on a regular basis will discuss with their supervisor(s)
3 appropriate means/equipment/training necessary to do so safely. If the matter is not resolved at that level, it
4 will be resolved by the Director of Human Resources. Employees working with students weighing more
5 than 35 pounds will be provided with a Hoyer lift when available and practical. Paraeducators required to
6 lift students shall be provided, at District expense, an appropriate-sized truss (back support belt) when
7 recommended by the employee's licensed health care provider.
8
9

10 **ARTICLE VI**
11 **HOLIDAYS**
12

13 **Section 6.1**

14 The days listed below shall be considered holidays for all employees in proportion to hours normally worked
15 each day during an employee's regular work year. Holiday pay for the days listed below will be granted
16 when the employee works or is on paid leave during the regularly-scheduled work shift before and after the
17 holiday:

18 Labor Day*	New Year's Day
19 Veterans Day	Martin Luther King Jr. Day
20 Thanksgiving Day	Presidents Day
21 Day after Thanksgiving	Friday of Spring Vacation
22 Christmas Eve Day	Memorial Day
23 Christmas Day	Juneteenth*
24	Independence Day *
25	

26 * Labor Day, Juneteenth and Independence Day will be given as a paid holiday if the employee's regular
27 work schedule requires them to work the day before the holiday and the day after the holiday.
28

29 **Section 6.2**

30 A paid holiday shall count as a day worked for the week in which it falls. If the designated holiday falls on
31 a Saturday, the preceding Friday shall typically be the paid holiday; if the designated holiday falls on a
32 Sunday, the following Monday shall typically be a paid holiday. The Human Resources Department will
33 determine the specific dates that will be designated as paid holidays.
34

35 **ARTICLE VII**
36 **LEAVES**
37

38 It is agreed that employees need to be able to access reasonable amounts of leave to maintain and restore
39 their health and to deal with emergencies and other personally compelling events.
40

41 It is also agreed that regular attendance is important to provide students with the optimum learning
42 experience, to balance the workload for all staff, and to enhance the operation of each school.
43

44 The District understands that employees have legitimate privacy concerns regarding some circumstances
45 that call for the use of leave and will work with employees to minimize the disclosure of information.

46 The Association recognizes that employees must collaborate with their supervisors and the Human
47 Resources Department to ensure that leave is used properly and that District operational needs are efficiently
48 addressed.

Section 7.1 Illness, Injury and Emergency Leave (Sick Leave)

Regular employees shall be allowed 12 days a year for the employee's personal illness, personal injury and emergency leave (sick leave). The 12 days will be accrued and awarded each month based on the average hours of the employee's monthly primary assignment(s). Regular employees working less than 8 hours per day and/or 180 work days each year shall be allowed sick leave on a prorated basis. Such leave shall be accumulated from year to year as allowed by law. No deduction from salaries shall be made during these days.

Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours worked. Although substitute employees are not eligible to use sick leave, their leave will continue to accrue and will be available for use upon transitioning to a regular position.

An employee may choose to use such leave for themselves or a family member due to: 1) a mental or physical illness, injury, or health condition; 2) medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; 3) preventative medical care; 4) absences that qualify under the domestic violence leave act. "Family member" shall mean: child (biological, adopted, foster, step, loco parentis, legal guardian or de facto) regardless of age or dependent status, a parent or parent of spouse/domestic partner (biological, in-law, adoptive, de facto, foster, step, loco parentis, or legal guardian), spouse, domestic partner, grandparent, grandchild, or sibling.

The District may inquire regarding an employee's use of leave under this section after three consecutive days absent from work, when the employee has demonstrated a pattern of leave usage of concern to the District, if an employee uses leave in lieu of a denied personal leave request or to extend a personal leave, or when the District is concerned the leave may have been misused. A medical practitioner's release to return to work (with or without restrictions) or other verification of absence may be required.

The District will require a medical practitioner's verification of an employee's absence and release to return to work (with or without restrictions) after five consecutive days absent from work.

An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence. Emergency leave shall be subject to approval by the Human Resources Department.

Even though some employee positions do not require substitute coverage when the employee is absent, the provisions regarding leave usage and deductions of sick leave shall be used for all employee absences.

Sick leave shall also apply to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Additionally, employees may access up to sixty working days of their own available sick leave to care for a newborn, newly placed foster child, or adopted child within the first year of the child's birth or placement.

Eligible employees may utilize the FMLA for their own serious health condition. All the provisions of the FMLA shall be extended to employees who meet all FMLA eligibility requirements, including having worked for the District at least one year and for at least 720 hours in the past 12 months.

Section 7.1.1 Sick leave (Attendance) Incentive Program

Non-VEBA Conversion: Employees may elect an annual conversion of accumulated sick leave in accordance with letter “A” below. Employees may elect a conversion of sick leave upon retirement, separation from service or death for monetary compensation in accordance with letter “B” below. The conversion procedures are as follows:

- A. Annual Conversion: Any employee who at the end of the previous calendar year shall have accumulated in excess of 60 days of unused sick leave, may convert unused sick leave earned the previous year in excess of the said 60 days to monetary compensation at the rate of 25 percent of the employee's current full-time daily rate of compensation for each full day of eligible sick leave up to 12 days. Any such election shall be made by written notice to Human Resources during the month of January. Any such annual conversion of accumulated sick leave shall be in accordance with law.
- B. Conversion Upon Retirement, Separation from Service or Death: Any employee who shall retire, separate from service or die while employed by the District may elect (personally or by a personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of 25 percent of the employee's full-time daily rate of compensation at the time of retirement, separation from service or death for each full day of eligible sick leave up to a maximum of 180 days. Any such conversion of sick leave upon retirement, separation from service or death shall be in accordance with law, including RCW 28A.400.210 and RCW 28A.400.212.

VEBA Conversion: The Association will annually notify the District of its intent to participate in VEBA III. Any such conversion of sick leave annually or upon retirement, separation from service or death shall be in accordance with the law, including Internal Revenue Code Section 501(c)(9).

Section 7.2 Bereavement Leave

The District and the Association understand the deep impact that death can have on an individual and family. Therefore, the following bereavement leave provisions are available to provide employees time off from work to plan and attend a funeral/memorial service and to deal with immediate family matters surrounding a death.

1. An employee shall be allowed up to five days of bereavement leave for the death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner, parent, parent-in-law, step parent, child, child-in-law, step-child, sibling, sibling-in-law, grandparent, grandchild, aunt, uncle, niece and nephew. The number of days of leave, not to exceed five per occasion of death shall be allowed according to the circumstances of each case as determined by the Director of Human Resources. Upon request by an employee, bereavement leave for the death of any other close family member as defined by the employee will be granted on a case by case basis and will not be unreasonably withheld. Bereavement leave days need not be used consecutively but shall normally be used within one month following the death unless the Director of Human Resources has authorized an extended usage period. Bereavement leave days are not cumulative or transferable. No deductions from salaries or sick leave shall be made during these days.
2. Additional emergency leave days from the employee's sick leave may be utilized upon approval from Human Resources.

- 1
2 3. An employee who has a death of a student with whom the employee directly works shall be
3 authorized one day of bereavement leave to attend the memorial and/or a funeral service.
4 An employee who has the death of a colleague or a former student may be authorized a half
5 (1/2) day or one full day of bereavement leave by the District to attend the memorial and/or
6 a funeral service. No deduction from the employee's salary or sick leave shall be made for
7 this day.
8
9 3. For the death of any individual of personal significance to the employee not covered above,
10 the employee may use up to three days of personal leave or emergency leave to attend a
11 funeral/memorial service.
12

13 **Section 7.3 Personal Leave**

14 Employees shall be allowed four days of personal leave for important compelling personal matters,
15 including family illness not otherwise covered by sick leave. This leave shall not be used for conducting
16 income producing business and shall not be used for a strike against the District. Personal leave shall not be
17 used on the following "blocked" days: The "181st Day", snow make-up days, or during the first or last five
18 days of school. Part time employees and employees hired after the first day of school shall receive personal
19 leave pro-rated based on their FTE and total work days. An employee may request special consideration
20 from the Director of Human Resources for personal leave to be granted during the blocked days for
21 personally compelling reasons.
22

23 The District shall grant personal leave in the order the requests are received provided the requests are made
24 in compliance with the above conditions. The District will respond to all personal leave requests within five
25 school days. For Paraeducators a maximum of 40 personal leave requests shall be honored per day. For
26 Interpreters, no more than one personal leave request per building and no more than three personal leave
27 requests per classification shall be honored per day. For LPNs and Science Lab Technicians, no more than
28 one personal leave request shall be honored per day. Employees may request personal leave days as early
29 as one year in advance. If an employee does not have the requested number of personal leave days to use at
30 the time the leave is to be taken, the absence days will be denied and leave without pay will not be available.
31

32 Personal leave days may be carried into the following school year, to a maximum accumulated of ten days.
33 A maximum of five days, excluding family illness or bereavement days, may be used in any one school
34 year, unless additional use is approved in advance of use by the Director of Human Resources.
35

36 Employees may receive monetary compensation at per diem for all of their unused personal leave days
37 annually. Such a request for monetary compensation must be made by June 1 on a form provided by
38 Payroll.
39

40 Two days of unused personal leave may be shared with other employees at the option of the individual
41 employee. Employee's may not donate or receive more than two days of personal leave per school year.
42 Employees who choose to share personal leave must complete the Personal Leave Sharing Authorization
43 Form before transferring leave to another employee.
44
45
46
47
48

Section 7.4 Family and Medical Leave (FMLA)

Employees who meet FMLA requirements shall be entitled to 12 work weeks of unpaid FMLA leave during a 12-month period for the following:

1. To care for a newborn or adopted child of the employee who is under the age of 18 at the time of placement for adoption, or a newly placed foster child;
2. To care for a spouse, domestic partner, parent or child of the employee who has a serious health condition; or
3. For a personal health condition if it renders the employee unable to perform his or her job.

FMLA shall run concurrently with all applicable paid leave time available to the employee.

Leave taken for newborn, newly placed foster child, or adopted child care shall be completed within one year after the date of birth or placement. FMLA leave authorized under this policy must be taken full time and consecutively unless an alternative schedule is approved by the Human Resources Department or where intermittent or reduced leave is medically necessary. An employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available. Employees may access their own available sick leave during their approved FMLA to care for a newborn, newly placed foster child, or adopted child.

The District will continue to pay its portion of the employee's medical and dental benefit during approved FMLA leave.

If both parents of a newborn, newly placed foster child, or newly adopted child are employed by the school district, they shall be entitled to a total of 12 work weeks of Family Leave during any 12-month period, and leave shall be granted to only one parent at a time. Spouses will not be required to combine their FMLA entitlements if taking FMLA leave related to their own serious health condition.

The Human Resources Department shall require written verification from the employee's health care provider.

The District may obtain the opinion of a second health care provider, at District expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for FMLA leave, the two health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

Return to Work. Any employee returning from an authorized FMLA leave within 12 work weeks, shall be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

Reinstatement of an employee returning from FMLA leave need not occur if: a). the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b). an employee on leave takes a position with another employer outside the home, or c). the employee fails to provide the required notice of intent to take leave or fails to return on the established ending date of leave. If an employee fails to return from leave for a reason other than the employee's death, the District may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

1. The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.
2. The employee began family leave (except for a personal health condition) less than five weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.
3. The employee began family leave (except for a personal health condition) three or fewer weeks before the end of the semester and the period of leave is more than five working days.

Section 7.5 Paid Family and Medical Leave (PFML)

Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and funded by premiums paid by both employees and employers. Employee contributions as required are deducted monthly from the employee's pay. This program allows eligible employees to take up to 12 weeks, as needed, when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative, and for certain military connected events. If employees experience multiple events in a given year, they may be eligible to receive up to 16 weeks, or up to 18 weeks if the employee experiences a serious health condition with a pregnancy.

PFML leave will run concurrently with the employee's other leave entitlements. The employee shall not be compelled to exhaust their available sick leave prior to accessing PFML. The employee may choose to supplement with their available paid leave entitlements while on PFML, to make their compensation whole. Accessing PFML during the contract year may impact employee service credit and District pay. The State may allow PFML to be accessed while on non-contract time (winter break, spring break, summer, etc.).

An employee becomes eligible once they have worked 820 hours for a Washington-based employer during the previous year. The benefit cannot be taken without a qualifying event. Leave events can be either Family or Medical as stated below.

Family Leave:

- Care and bond after baby's birth or placement of a child younger than 18
- Care for a family member experiencing an illness or medical event
- Certain military-connected events

Medical Leave:

- Care for yourself in relation to an illness or medical event

Application for PFML benefits is administered directly through the State.

Section 7.6 Long-Term General Leave

After a minimum of three years of employment, employees may be granted a long term leave of absence greater than three months) without pay for a period not to exceed one calendar year. Employees requesting a long-term general leave of absence for the following school year must normally do so on or before March 1. Employees requesting a long-term general leave of absence for the following semester must do so by March 1 (for first semester of the following school year) or December 1 (for second semester). The District cannot always grant a long-term leave of absence as there is no certainty of a vacancy to make room for the employee when returning. The Director of Human Resources, however, will consider such cases individually. Leave may be granted beyond one calendar year under special circumstances if approved by the District. The returning employee will not necessarily be assigned to the identical position occupied before the leave but will be reinstated to a position equivalent in duties and annual salary to that held at the time the leave of absence began. Such reinstatement is contingent upon the availability of such a position. A salary/step/longevity increment shall not be given for the year during which the leave of absence is taken unless the individual has been drafted into the United States Armed Services.

Long term general leaves of absence due to an employee's temporary disability will be deducted from the employee's accumulated sick leave. Long term general leave may run concurrently with any FMLA leave taken, depending on the nature of the long-term leave. An employee on a long-term general leave of absence may continue in the District approved insurance plans; provided, the employee reimburses the District prior to the first of each month for the total premium costs. The employee will retain accrued leave balances and seniority rights while on an approved long term leave of absence. However, leave balances and seniority shall not accrue while the employee is on an unpaid leave of absence. Long term general leaves are not granted for the purpose of gaining or maintaining other employment. Unless approved by the Director of Human Resources, if an employee on leave engages in other employment during their regular work hours, they will be terminated.

Section 7.7 Short-Term General Leaves of an Extraordinary Nature

Application for unpaid, short-term (less than three months) general leaves shall be made to the Director of Human Resources. Such leaves may be approved at the discretion of the Director of Human Resources, and may include, but not be limited to, personal business of an urgent nature involving possible loss of money or property, or severe hardship to self or the immediate family, or for extraordinary personal reasons after the employee's personal leave has been exhausted. Short-term general leaves of absence are intended for extraordinary or unexpected situations and shall not normally exceed three months. If applicable, short-term general leaves of absence will be deducted from the employee's accumulated sick leave. Short-term general leaves may run concurrently with any FMLA leave taken, depending on the nature of the leave.

Section 7.8 Pregnancy Disability/Adoption/Parental Leave

7.8.1. Pregnancy Disability Leave

A pregnancy disability leave of absence shall be granted to a female employee upon her request for the period of temporary disability and as verified in writing by her personal physician or licensed health care provider. Pregnancy disability leave shall be a leave with compensation during the temporary disability within the limitations of the sick leave provision.

An employee who becomes pregnant shall notify her immediate supervisor and Human Resources by the beginning of the seventh (7th) month of pregnancy, in order to prepare arrangements for her leave. At that time, she shall indicate in writing to her immediate supervisor and the Director of Human Resources whether she plans to:

1. Take pregnancy disability leave only for time of temporary disability;
2. Take FMLA leave for a period of up to 12 weeks including the period of pregnancy disability, if eligible. The District will extend the employee's health benefits during any period of unpaid FMLA leave;
3. Request a combination of #1 and #2;
4. Request a general leave to care for the child. If an employee is eligible for FMLA leave and has leave remaining, the general leave would include any leave available under the FMLA;
5. Resign from her employment.

The pregnancy disability leave shall begin at a time determined suitable by the employee and as verified in writing by her personal physician or licensed health care provider, after consultation with her immediate supervisor and the Human Resources Department. The official date of leave shall not begin until the work day following the day she leaves the job. Pregnancy Disability Leave, including time taken as FMLA leave and/or general leave to care for a newborn child shall not exceed one year.

Assignment upon return from the pregnancy disability leave shall be guaranteed and shall be into the employee's former position. She shall retain all rights, seniority and benefits commonly afforded employees on leave.

Before returning in her work duties, the employee's personal physician or licensed health care provider shall certify that the employee is in good health and ready to resume her work duties. After receiving certification to return to work from her personal physician or licensed health care provider, the employee shall return to her work duties at a time which she and the Director of Human Resources deem appropriate.

7.8.2. Adoption/Parental Leave

An employee shall be allowed a maximum of three days leave with pay for purposes of gaining custody of an adopted child and/or transacting the legal requirements necessary in the adoption process. A maximum of two additional days at the cost to the District of a substitute being deducted from the employee's salary shall be allowed. Adoption leave without pay shall be granted pursuant to the provisions of the General Leave section for the adoption of a child. It shall run concurrently with any FMLA leave for which the employee is eligible. The employee shall notify their immediate supervisor and the Human Resources Department as soon as possible of their intention to take adoption leave and their planned time for adoption. Leave shall then begin on the first work day after custody of the child is obtained provided, however, that this beginning date may be extended by the District, if needed, to obtain a satisfactory replacement. All conditions pertaining to their return to their work duties are the same as the above provisos for pregnancy disability leave except that the certification of their personal physician or licensed health care provider shall not be required at any time and that the position returned to may be comparable.

1 Extension of pregnancy disability or adoption leave to the beginning of the employee's next normal
2 work year shall be mutually reviewed by the District and the employee if the leave period expires
3 after the beginning of the fourth quarter of a school year.
4

5 In addition to any other leaves, within the first year of a child's birth to, or placement with, an
6 employee, such employee shall be allowed three days of parental leave with pay.
7

8 Eligible employees may utilize the FMLA leave to care for their newborn, newly placed foster child,
9 or newly adopted child. All the provisions of the FMLA shall be extended to employees who meet
10 all FMLA eligibility requirements, including having worked for the District at least one year and for
11 at least 720 hours in the past 12 months.
12

13 **Section 7.9 Leave Sharing**

14 **Section 7.9.1. Receiving Shared Leave**

15 An employee is eligible to receive donated leave if the use of shared leave is justified and the
16 employee has abided by District rules regarding sick leave use, and the employee has depleted, or
17 will shortly deplete, their annual leave and sick reserves in addition to any of the following:
18
19

- 20 A. 1) The employee requests shared leave to care for a newborn, newly placed foster
21 child, or adopted child; or
22
23 2) The employee requesting shared leave suffers from, or has a relative or household
24 member suffering from an extraordinary or severe illness, injury, impairment or
25 physical or mental condition which has caused, or is likely to cause, the employee
26 to:
27 a) Go on leave-without-pay status; or
28 b) Resign from their employment
29
- 30 B. The employee has been called to service in the uniformed services;
31
- 32 C. A state of emergency has been declared anywhere within the United States by the
33 Federal or State government, and the employee's volunteer service has been accepted
34 by either a governmental agency or to a nonprofit organization involved in
35 humanitarian relief in the devastated area;
36
- 37 D. The employee is a victim of domestic violence, sexual assault, or stalking; and/or
38
- 39 E. If the employee is later found to be eligible for industrial insurance benefits, the
40 employee agrees to and shall reimburse the school district for the time loss
41 compensation that is paid to him/her to the extent that the employee is paid time loss
42 compensation (temporary total disability compensation or loss of earning power
43 compensation) and shared sick for the same day(s). An employee will be allowed to
44 use shared sick leave or donated leave to supplement the difference between time loss
45 compensation and either net or full wages.
46
47

1 The Director of Human Resources shall determine the amount of leave, if any, which a staff
2 member may receive under this policy. Normally a staff member shall not receive more leave than
3 the number of assigned days remaining in the current school year. However, in the event that the
4 condition requiring the employee's absence continues beyond the current school year, the
5 employee shall not receive a total of more than 522 days of shared leave, except as noted in
6 RCW 41.04.665.

7 8 **Section 7.9.2. Donating Shared Leave**

9 District employees may donate sick leave as follows:

- 10
11 A. A staff member may not request a transfer that would result in an accrued sick leave
12 balance of fewer than 176 hours of sick leave. "Sick Leave" means leave for illness,
13 injury or emergencies of extraordinary or severe nature pursuant to RCW
14 28A.400.300.
- 15
16 B. Employees may request interagency leave sharing in accordance with the law and on
17 a cost-neutral basis to the District. Requests shall be made to the Superintendent for
18 consideration on a case by case basis.

19
20 The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or
21 financially induced into donating leave.

22
23 The number of leave days transferred shall not exceed the amount authorized by the donating staff
24 member.

25
26 Leave transferred is based upon the current salary rate of the person receiving the leave. The
27 receiving staff member will continue to be paid their regular rate while on shared leave. For example,
28 if a staff member earning \$20.00 an hour donates one day of leave to someone earning \$10.00 an
29 hour, the recipient would get two days of sick leave. However, if the \$10.00 an hour employee
30 donates one day to the \$20.00 an hour employee, the higher paid employee would receive one-half
31 day of leave.

32
33 Any leave transferred under this policy which remains unused shall be returned at its original value
34 to the staff member who donated the leave.

35 36 **Section 7.10 Jury Duty/ Subpoena Leave**

37 Leave with pay shall be allowed for jury duty.

38
39 Leave with pay shall be granted to a subpoenaed employee while appearing as a witness in court or in an
40 administrative hearing in which the employee is not a party in interest, or if such appearance is related to
41 the employee's District responsibility.

42 43 **Section 7.11 Public and Military Service Leave**

- 44
45 A. Civic Service. Employees shall be encouraged to take an active part in civic organizations.
46 Such activity, however, should be outside of the regular work hours. Employees who are
47 called upon occasionally to take regular work time for club or community service may do so
48 with prior approval of their immediate administrator.

1
2 B. Political Leave. Subject to the conclusion of mutually satisfactory arrangements between the
3 District and employee, the District shall grant an unpaid leave of absence to such an
4 employee for the purpose of serving in an elective or appointive public office or of
5 campaigning for such an office. Upon conclusion of such public service leave, the employee
6 shall be restored to their former position, or if this position is not available, to a substantially
7 equivalent position.
8

9 C. Military Leave. Employees shall be authorized to participate in military service, and the
10 District will allow leave for the same as provided in WAC 251-22-170.
11

12 **Section 7.12 Fringe Benefits While on Leave**

13 Employees on non-compensated leave may, at said employee's option, be continued in any fringe benefit
14 programs of the District, provided said employee reimburses the cost of the programs to the District in
15 advance by the first of each month. Employees on compensated leave shall receive all fringe benefits for
16 which they are eligible.
17

18 While on an approved leave, an employee will retain accrued sick leave, personal leave and seniority rights.
19 However, sick leave, personal leave and seniority shall not accrue while the employee is on a leave of
20 absence.
21

22 **Section 7.13 Religious Observance**

23 In accordance with Federal and State law, the District shall reasonably accommodate employees whose
24 religious affiliation mandates religious obligations that prevent them from working by granting unpaid
25 leave. Employees may also use accrued personal leave or emergency leave for such obligations.
26

27 **Section 7.14 Leave Exhaustion**

28 All leaves of all types applicable must be exhausted before leave without pay will be considered. Leave
29 without pay will be granted solely at the discretion of the employee's supervisor and the Director of Human
30 Resources to the extent that the law provides.
31

32 **Section 7.15 Domestic Violence Leave**

33 Per RCW 49.76, Domestic Violence Leave Law and District Policy, employees may take Domestic
34 Violence Leave. Those interested in obtaining confidential support regarding this leave, should contact the
35 Human Resources office directly.
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**ARTICLE VIII
VACATIONS**

Section 8.1 Vacation

Years Completed	Vacation Days/Year
1	10
2	11
3	12
4	13
5	14
6	15
7	16

Years Completed	Vacation Days/Year
8	17
9	18
10	19
11	20
12	21
13	22
14	23

Employees will not be granted vacation time but will be paid for accrued vacation time as part of the June warrant following the end of each school year. Employees will be paid a pro-rated allotment of vacation days for each position based on the number of days per year in which the employee was in an active pay status during the school year.

New employees with a start date prior to February 1 will be awarded one year of vacation credit and will advance to the next vacation payout the following June. Employees with a start date of February 1 and after will not be awarded a year of vacation credit and will remain at the same vacation payout level the following June.

Employees who end employment with the District and later return to a PESPA position within five (5) school years shall be credited with their prior PESPA experience for the purpose of determining their vacation payout level upon rehire.

**ARTICLE IX
PROBATIONARY PERIOD, SENIORITY, BIDDING & DISPLACEMENT**

Section 9.1 Seniority

The seniority of an employee in the bargaining unit shall be established as of the date on which the employee was hired by the District for a position covered by the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. One day of seniority shall accrue for each day in which the employee worked or was in a paid status, except as otherwise provided in this Section. Employee who are in a paid status (including hours worked in temporary positions per Section 9.9) for 900 or more hours in a work year shall be granted a full year (190 days) of seniority. The District shall provide a seniority list to the Association ranking each employee from most to least senior by December 1 each school year. The Association will notify the District of any corrections to the seniority list. The District shall provide a final list to the Association by May 1 each year to include all additions, deletions and corrections of personnel for the school year.

1 **Section 9.1.1**

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

- 3 (a) resignation;
4 (b) discharge for any reason; or
5 (c) retirement.
6

7 **Section 9.1.2**

8 Seniority rights shall not be lost for the following reasons, and shall continue to accrue during the
9 following periods:

- 10
11 A. Time lost by reason of industrial accident, industrial illness or jury duty; or
12
13 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of
14 the United States; or
15
16 D. Layoff, displacement, or reduction-in-hours for other than disciplinary reasons; or
17
18 D. Time on leave granted under Article VII of this contract, except that for leaves of one
19 year or more, no seniority shall accrue during the leave period.
20
21 E. Regular employees working in temporary positions.
22
23

24 **Section 9.2 New Employee Probationary Period**

25 New employees shall be placed in a probationary status for a period of 90 school days, after which further
26 employment shall be on a regular employment status. Notice of such probationary period shall be provided
27 to new employees upon hire. During the probationary period, the District may terminate an employee at its
28 sole discretion. Such termination shall not be subject to the grievance procedure. Employees on
29 probationary status are not eligible to bid on new or open jobs or positions during the 90-school day
30 probationary period, unless allowed by mutual agreement of the Association and District. Employees who
31 become regular employees must remain in that position for six months (calendar days). Employees serving
32 in temporary positions, per Section 9.9, must complete a full new probation period upon hire into a regular
33 position, unless they are hired immediately into the same position for which they were working as a
34 temporary employee, in which case the days they worked in their temporary position will be counted toward
35 their 90 school days of probation.
36

37 **Section 9.3 New and/or Vacant Positions**

38 Positions of three (3) hours or less per day may be added to qualified employees. When a position of more
39 than three (3) hours per day is open, newly created or vacated in any department, notice of the opening(s)
40 shall be posted on the District website for a minimum of five working days so that interested employees
41 may be reasonably informed of the vacancy. Such position notice shall include job title, location and hours
42 per day. Employees interested in bidding on an open position must apply through the online application
43 system by the closing date.
44

45 **Section 9.4 Job Classifications**

46 Employees who provide interpreting and tutoring support to students shall be classified as
47 "Interpreter/Tutors" (including Coordinators) and employees who provide accommodation for students or
48 staff shall be classified as "Interpreters."

1 Paraeducators, LPNs and Science Lab Technicians shall be classified based on their job titles.

2
3 Annually in labor management, the parties will review the job measure questions for positions in levels 1
4 and 2 to ensure the job description is current, and to review any answer changes which may impact the
5 position's total score for level placement. Level 1 positions will be reviewed in November of every odd
6 year, and Level 2 positions will be reviewed in November of every even year. If a Level change is
7 substantiated, the pay increase will be made retroactive to September 1. The District and Association shall
8 consider job reclassification requests that occur outside of the agreed upon schedule in Labor Management
9 meetings.

10 11 **Section 9.5 Posting, Bidding and Filling Positions**

12 The employee meeting the posted job requirements who has the earliest hire date shall have preference
13 regarding promotions and assignments to new or open jobs or positions, when ability and performance are
14 equal. Ability and performance shall be measured by specific criteria, including the following:

- 15
16 A. Applicable testing and interviews
17 B. Performance evaluations
18 C. Past positions
19 D. Reference checks
20 E. Training and educational background
21 F. Interpreting/tutoring skill, and interpersonal/communication skill for Interpreters
22

23 The District shall have the absolute right to select a Paraeducator already assigned to the building within
24 the appropriate job title in seniority order, or the most senior employee without regard to procedure.
25

26 If the District selects a junior employee, upon request it shall provide in writing to senior applicants the
27 reasons therefore with a copy to the Association President.
28

29 Employees who have been placed on a plan of improvement, and employees with an overall evaluation
30 rating of "unsatisfactory" may not bid on new, open or vacated positions, unless mutually agreed otherwise
31 by the District and Association.
32

33 **Section 9.5.1**

34 Current bargaining unit applicants will be given full consideration regarding all of their
35 qualifications including their status as displaced employees, if applicable, for a vacant position
36 before the District decides to review the applications of outside candidates or consider hiring an
37 applicant from outside the bargaining unit.
38

39 **Section 9.5.2**

40 Tests administered to applicants must be related to the essential functions of the job. Tests
41 administered shall be kept on file until the period for filing a grievance has passed. Tests will be
42 kept on file at the office of the Director of Human Resources.
43
44
45
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47
48

1 **Section 9.5.3**

2 When filling a posted position, the District shall:

- 3
- 4 1. Fill the position with a qualified bargaining unit applicant within 20 school days of
- 5 the closing date; or
- 6
- 7 2. Notify the bargaining unit through its next list of postings of the decision to withdraw
- 8 the position, or put it on hold for an additional 20 school days; or
- 9
- 10 3. Re-post the position; or
- 11
- 12 4. The interviewing administrator shall notify the bargaining unit applicants that they
- 13 have not been selected due to lack of qualifications and that the position will be filled
- 14 with a qualified outside applicant. Upon request, this notification shall be provided
- 15 in writing to the employee with a copy to the Association President. Notification will
- 16 be given to the Association President(s) if the District decides not to fill any position
- 17 vacancy.
- 18

19 **Section 9.5.4**

20 A successful bidder for a regular position must remain in that position for at least 90 school days

21 before bidding again.

22

23 **Section 9.5.5**

24 The District will notify the Association of new hires within 15 school days.

25

26 **Section 9.6 Transfers**

27

28 **Section 9.6.1. Consensual Transfer**

29 At any time, upon agreement between and among the affected administrator(s), one or more

30 employees and the Association, employees may transfer to a different position for one year only, or

31 on a permanent basis for the benefit of the employee, a program, a school, or other District needs.

32

33 **Section 9.6.2. Involuntary Transfers**

34 Employees may be involuntarily transferred as follows:

35

- 36 • Employees may be involuntarily transferred from one work location to another due
- 37 to staffing or student enrollment changes. The District will ask for volunteers to be
- 38 transferred first. If no employees volunteer, the least senior employee in the job title
- 39 and location from which the transfer needs to be taken, will be involuntarily
- 40 transferred. Such employees shall have the right to return to their former building if
- 41 a vacant position comes open in the same job title and same hours per day from where
- 42 the employee was involuntarily transferred, until October 10. Employees are
- 43 responsible for exercising their right of return by notifying the Human Resources
- 44 office that a position has been posted to which they have a claim to return.
- 45
- 46
- 47
- 48

- Employees may be involuntarily transferred due to reasons of performance or staff relations, or when continuation in the assignment could be detrimental to the employee or program. If the performance or staff relations of an employee is the cause of a transfer, the employee shall have been notified of those concerns by their immediate supervisor and shall have been provided a reasonable opportunity to remediate the problem, unless the concerns arose at such time and/or were of such magnitude as to make remediation impractical.

Prior to implementation of such involuntary transfers above, the District and the Association will meet and discuss the circumstances of, and necessity for, the proposed transfer within ten business/school days or at a mutually agreed upon time.

An Association Representative may make a request to the District in writing that an employee be transferred. Such written request shall include the reason(s) for the transfer. The District and the Association will meet and discuss the reasons for the request.

The decision to involuntarily transfer an employee will be at the District's sole discretion.

Section 9.7 Extended Learning

- A. Summer School.** "Summer School" includes all regular education programs operating during the period after the regular school year and before the beginning of the ensuing school year. In filling summer school positions, the District will utilize the same criteria as applied for extended school year positions, and the pay for regular year employees working in the summer shall be the same rate paid to them the previous school year. "Summer only" employees shall be paid at the substitute rate.
- B. Extended School Year.** The extended school year includes all special education programs that continue to operate beyond the conclusion of the regular academic year. The first opportunity for such work will be offered to employees, in seniority order, currently working with students who are recommended for the extended school year. If no such employees are available, the positions will be filled according to the regular bid process.
- C. Extended School Day.** The extended school day includes programs that continue to operate beyond the conclusion of the regular academic day. The first opportunity for such work will be offered to employees currently working with students who are recommended for the extended school day. If no such employees are available, the positions will be filled according to the regular bid process.

Section 9.8 Assignment of Extra Hours for Interpreters

All extra hour interpreting opportunities shall be offered on separate rotations for short and long-term assignments:

- Short term assignments shall be defined as assignments expected to be 20 hours or less. These assignments shall be offered first to all employees within the building, by rotation. The rotation shall be carried over from the end of one school year to the next instead of starting over at the beginning of each school year. New employees will be added to the bottom of the rotation list upon hire. If no such employees are available or willing to accept the extra hours, the hours will be offered to all employees, using the District-wide rotation list. If the assigned interpreter cannot make the job they have agreed to do it is their responsibility to find interpreter coverage.

Long term assignments shall be defined as assignments expected to be more than 20 hours. These assignments shall be offered first to all employees in the building by rotation. If no building employees are available or willing to accept the extra hours, the hours will be offered to all district employees using the district-wide rotation list. The rotation shall be carried over from the end of one school year to the next instead of starting over at the beginning of each school year. If the assigned interpreter cannot fulfill the assignment they have accepted, it is their responsibility to find interpreter coverage. Once an extra hourly assignment has been filled, the employee will be shifted to the bottom of the District rotation list. If the assignment does not end up taking place or the student elects to end their participation in the first two scheduled days of the assignment, the employee will be placed back in original place on the building/district rotation list. Employees who are working in a long-term assignment are still eligible to accept short term assignments. Long term assignments may be accepted by one interpreter or shared (the hours are divided as equitably as possible and as mutually agreed upon by the interpreters who accept the assignment).

Employees can only accept extra hour assignments if the time does not cross their regular work assignment time.

The District shall retain the right to assign extra hours directly related to a student's specific content area (tutoring, IEP participant) to the employee(s) working directly with the student in that content area rather than offering the hours by rotation, unless said employee(s) are unavailable or unwilling to accept the assignment.

If the Interpreter/Tutor Coordinator receives less than 24-hour notice of a request for Interpreter/Tutor or Interpreter extra hour assignments, the Coordinator shall fill the assignments at their discretion, including the use of Freelance Interpreters. When school is not in session, the Interpreter Coordinator shall fill extra assignments at their discretion.

Section 9.9 Temporary Positions

The District may post a position as "temporary" when a position is expected to last one (1) school year or less. When a substitute has completed at least 30 consecutive days in a single assignment (after October 10th annually), the assignment will be converted to a temporary position (if agreeable by the employee) but may be revised or eliminated at any time. A one (1) day absence by the substitute in an ongoing assignment will not prevent the conversion of the assignment to a temporary position. Employees serving in temporary positions will not be eligible for reduction, displacement or layoff provisions.

Section 9.10 Staffing Reductions

Section 9.10.1 Mid-Year Reductions in Hours

When it is determined by the District during the course of the school year that it is necessary for a school(s) to reduce the assigned hours of employees in a particular job title, or because the need for specific support no longer exists, the least senior employee in the job title at the school where the reduction is needed shall have hours cut first. Reductions for Interpreters and Interpreter/Tutor positions will be made on a District-wide basis.

An employee whose total PESPA hours have been partially reduced mid-year shall be offered available hours (up to the amount they were reduced) at another work site or job title for which they qualify, through the last day of school. If the available hours are temporary in nature, the affected employee shall be eligible to accept the additional hours at the same rate of pay, retain their status as a regular employee and bid on other positions as they become available.

Section 9.10.2 Displaced Employees

Employees whose total PESPA hours have been eliminated for the current or following school year or whose total PESPA hours have been reduced for the current or following school year to the extent that benefits were lost are considered Displaced. Employees may be displaced by the District for reasons of financial necessity (including levy failure or decreased State support), reduced enrollment, or program changes. The District will ask for volunteers within the job title at the location where the displacement is needed. If no employees volunteer to be displaced, the least senior employee in the job title where the displacement is needed shall be displaced. In the event the District decides to displace an employee, he/she will receive prompt written notice, with a copy to the Association President. Displaced employees may bid as internal PESPA applicants on available positions through August 31. If a displaced employee accepts a position different than their original position, the employee may have three days to rescind the decision.

Rights of Displaced Employees

Step 1: Displacement Within Same Job Title

The displaced employee may replace the most junior employee with the same job title and the same or fewer total annual work hours, if qualified for the junior employee's position.

Step 2: Displacement Within Same Pay Level

If the displaced employee is not qualified to replace a junior employee (per step 1) or there are no other jobs with the same title and same or fewer total annual work hours (per step 1), he/she may replace the most junior employee with the same or fewer total annual work hours to theirs at the time of the displacement in the same pay level, if qualified.

Step 3: Displacement to Lower Pay Level

If the displaced employee is not qualified to replace a junior employee within the same pay level (per step 2) or there are no other jobs with the same level and same or fewer total annual work hours (per step 2), the employee may replace the most junior employee with the same or fewer total annual work hours at a lower pay level, if qualified, and will be placed on the salary schedule according to their new position.

1 **Step 4: Displacement to Layoff Status**

2 If not qualified (per step 3), or if there are no junior employees with the same or fewer total
3 annual work hours in their pay level (per step 3), the displaced employee shall be considered
4 for all new and vacant positions for which they qualify by bidding for such positions along
5 with other employees who bid on positions.
6

7 Displaced employees shall have the right to return to their former buildings if a vacant position
8 comes open in the same job title from where the employee was displaced or laid off, until August
9 31. Employees are responsible for exercising their right of return by notifying the Human Resources
10 office that a position has been posted to which they have a claim to return. Displaced employees
11 who have not obtained a position by August 31 will be placed in the layoff pool.
12

13 **Section 9.10.3 Layoff**

14 If a displaced employee has not obtained a position by August 31, the employee's status becomes
15 laid off. Laid off employees will be placed in a layoff pool for a period of two calendar years.
16 Employees in the layoff pool must bid on open positions in good faith every six months to maintain
17 their status in the layoff pool. An employee who does not bid on positions at least once every six
18 months loses their layoff pool rights. Employees in the layoff pool may check the District website
19 for position openings, bid on and be selected for open positions pursuant to the provisions pertaining
20 to posting, bidding and filling positions. Laid off employees shall have the right to return to their
21 former buildings if a vacant position comes open in the same job title from where the employee was
22 laid off, until October 10. Employees are responsible for exercising their right of return by notifying
23 the Human Resources office that a position has been posted to which they have a claim to return.
24

25 **Section 9.11 Job Descriptions**

26 The development of job descriptions is the responsibility of the Human Resources Department. When a new
27 job description is written or an existing job description is modified, those job descriptions will be given to
28 the Association President to review. Job descriptions shall be posted on the District website.
29

30
31 **ARTICLE X**
32 **NOTIFICATION**
33

34 **Section 10.1**

35 The District shall notify all employees prior to June 1 (unless an extension is mutually agreed upon) of the
36 District's intent to continue their employment during the coming school year, including hours and location.
37 It will be understood and agreed that such notification will not be a binding commitment of employment on
38 terms stated therein, to location and hours of employment for the start therein but is a reflection of the best
39 of the District's knowledge as to location and duration of the assignment for the following school year. If
40 the assignment should change prior to the school year, an updated notice will be sent to the employee.
41

42 **Section 10.2**

43 Should an employee have assigned hours reduced, or should an employee be transferred to a different
44 position with the same number of assigned hours, the District shall, prior to such action, inform the employee
45 and the Association, in writing, the specific reasons for such change.
46
47
48

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 11.1 General

The purpose of the following grievance procedure shall be to provide for the orderly and expeditious adjustment of grievances at the earliest possible time. This procedure shall be utilized as a method of solving problems in the interest of educational programs and in the spirit of cooperation among the District and the Association employees.

Section 11.2 Definitions

- A. A "grievant" shall mean an employee(s) or the Association.
- B. A "grievance" shall mean a claim by a grievant that there exists a violation, misinterpretation or misapplication by the District of a specific provision of the Collective Bargaining Agreement, or any other written agreement between the Association and the District. In the case of a grievance filed by the Association, the Association shall state the specific instance(s) or circumstance(s) which precipitates said grievance.
- C. "Days" shall mean school days starting with the first day of school and ending with the last day of school and all business days during the remainder of the year.
- D. "Time Limits". If the stipulated time limits are not met by the District, the grievant shall have the right to appeal the grievance to the next step. If the stipulated time limits are not met by the grievant, the grievance is deemed satisfied and may not be appealed further. The parties involved, may, by mutual written or oral agreement, modify any time limits contained in the procedure. The District and the Association shall receive copies of such agreements.

Section 11.3 Representation

- A. The District recognizes the Association as the sole and exclusive grievance representative for all employees represented by the Association. The grievant may, at the grievant's option, request the assignment of an Association Representative during all grievance proceedings. The Association may investigate grievances at any level.
- B. If in the judgment of the Association, a grievance affects a group of employees or the Association, or if the grievance involves more than one supervisor or an administrator above the building level, the grievance may be filed at Step 2 directly with the Human Resources administrator who will assign the grievance to the appropriate administrator.
- C. The parties involved may include in the proceedings such witnesses as they deem necessary to develop facts relevant to the grievance.

- 1 D. Nothing herein shall be construed as limiting the right of any employee having filed a formal
2 grievance, to have the problems adjusted without the intervention of the Association
3 provided that: 1). the Association shall be notified of the scheduled meetings; 2). the
4 Association shall be permitted to send a representative to scheduled meetings and may offer
5 an opinion pertinent to the grievance; and 3). the Association shall be notified in writing of
6 the disposition of the grievance. Such notification shall include the reason(s) for the decision.
- 7 E. The Association on its own may continue any grievance filed and later dropped by a grievant,
8 provided that the grievance involves the application or interpretation of the Collective
9 Bargaining Agreement, or any other agreement between the Association and the District, and
10 the Association exercises this option within the established grievance timelines set forth in
11 this article.
- 12 F. Resolution of grievances shall be consistent with agreements between the District and the
13 Association, and the grievance procedure shall not be used for the purpose of creating new
14 agreements between the District and the Association.

15 **Section 11.4 Procedure**

16
17 The following steps are designed to secure, at the administrative level closest to the grievant, solutions to
18 any grievance which may occur.
19

20 **Informal** The District and the Association acknowledge, and the parties involved are advised that it is
21 desirable for an employee and the appropriate administrator to resolve problems through free
22 and informal communications. If an employee chooses to meet informally with their supervisor,
23 the employee may have a representative join them at any grievance meeting. Every effort shall
24 be made to resolve the grievance at this level. An employee must notify their immediate
25 supervisor of a grievance within 20 days of their knowledge of a disagreement or violation of
26 the contract, or the incident will be considered invalid and subject to no further processing.
27

28 **Step 1.** If the employee is not satisfied with the disposition at the informal level, it may be presented as
29 a written grievance, by the grievant and/or their designated association representative, to the
30 Human Resources administrator within ten days following the supervisor's response to the
31 informal meeting. The written grievance shall state the fact(s) upon which it is based, the issue
32 involved, any Agreement provisions allegedly violated, and the relief sought. The Human
33 Resources administrator shall appoint an administrator to hear the case based on the subject
34 matter of the grievance. The administrator will arrange for a meeting with the grievant through
35 the designated Association representative within five days after receipt of the written grievance.
36 The date, time and location of the meeting shall be mutually agreeable with all parties. Within
37 ten days after the meeting between the parties involved, the administrator who heard the
38 grievance shall provide the grievant and the Association representative with a written response.
39 Such response shall include the reason(s) for the decision.
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1 **Step 2.** If the grievant is not satisfied with the disposition of the grievance at Step 1, the decision may
2 be appealed to the Human Resources administrator within ten days of the receipt of the written
3 response. The Human Resources administrator shall appoint an administrator above the
4 building/department level to hear the case, who will arrange for a hearing with the grievant
5 through the designated Association representative within five days of receipt of the written
6 appeal. The hearing date, time and location shall be mutually agreeable with all parties. Upon
7 conclusion of the hearing, the administrator who heard the grievance shall, within ten days,
8 provide the grievant and the Association representative with a written response. Such response
9 shall include the reason(s) for the decision.

10
11 **Step 3.** If the grievant is not satisfied with the disposition of the grievance at Step 2, the decision may
12 be appealed to the Human Resources administrator within ten days of the receipt of the written
13 response. The Human Resources administrator shall appoint an upper level administrator to hear
14 the case, who will arrange for a hearing with the grievant through the designated Association
15 representative within five days of receipt of the written appeal. The hearing date, time and
16 location shall be mutually agreeable with all parties. Upon conclusion of the hearing, the
17 administrator who heard the grievance shall, within ten days, provide the grievant and the
18 Association representative with a written response and the Association a copy of said response.
19 Such response shall include the reason(s) for the decision.

20
21 **Step 4.** Arbitration:
22

- 23 A. General. Any grievance which pertains to the Collective Bargaining Agreement or other
24 written agreements between the District and the Association may be presented to the
25 Association for submission in binding arbitration if the grievant is not satisfied with the
26 disposition at Step 3. Such request shall be presented in writing to the Association within
27 five days of receipt of the written response at Step 3. If the Association determines that the
28 grievance involves an alleged violation, misinterpretation or misapplication by the District
29 of a specific provision of the Collective Bargaining Agreement or other written agreements,
30 the Association may, by written notice to the Human Resources administrator presented
31 within 15 days after receipt of the request at Step 4, submit the grievance to binding
32 arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall
33 first be ruled on by the arbitrator selected to hear the grievance.

34
35 The arbitrator shall be without power or authority to rule on any of the following conditions:
36

- 37 1. The termination of services or failure to reemploy a new employee during their
38 probationary period.
39 2. The content of an employee's evaluation or of an administrator's report pursuant to
40 evaluation or probation, except for any procedural requirements which may affect
41 such content.
42
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- 1 B. Procedure. The following procedures shall be followed in processing arbitrable grievances:
2
3 1. Within ten days after written notice of submission to binding arbitration, the District
4 and the Association shall seek agreement upon a mutually acceptable arbitrator who
5 will serve. If the District and the Association are unable to agree upon or get
6 commitment to serve from an arbitrator within the ten-day period, a request for a list
7 of arbitrators shall be made by the Association to either the Federal Mediation and
8 Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon
9 receipt of the list, the parties shall individually strike the names on the list they find
10 unacceptable, number the remaining names in order of preference, and return the list
11 to the selected agency within ten calendar days. The parties involved and the
12 arbitrator shall be bound by the rules and procedures of the selected agency, except
13 as provided below.
14
15 2. Neither party shall be permitted to assert in the arbitration proceedings any evidence
16 which was not submitted to the other party before the completion of Step 3.
17
18 3. The arbitrator selected shall confer with the Human Resources administrator and the
19 Association and hold hearings promptly and shall issue the decision not later than 30
20 days from the date of the close of the hearings, or if oral hearings have been waived,
21 then from the date the final statements and proofs are submitted. The arbitrator's
22 decision shall be in writing and shall set forth the findings of fact, reasoning and
23 conclusions on the issues submitted. The arbitrator shall be without power or
24 authority to make any decisions which require the commission of an act prohibited
25 by law or which is in violation of the terms of written agreement between the
26 Association and the District. The decisions of the arbitrator shall be submitted to the
27 District and the Association and shall be final and binding on both parties.
28
29 4. The cost for the service of the arbitrator, including per diem expenses, if any, travel
30 and subsistence expenses, and cost of any hearing room shall be borne equally by the
31 District and the Association. All other costs shall be paid by the party incurring them
32 except as provided herein.
33

34 **Section 11.5 Supplemental Conditions** 35

- 36 A. All individuals who might possibly contribute to the acceptable adjustment of a grievance
37 are urged to provide any relevant information that they may have to the grievant or the
38 District at the earliest possible time.
39
40 B. The grievant, District and Association shall cooperate in the investigation of any grievance
41 and shall furnish such information as is required for the processing of any grievance.
42
43 C. No reprisal will follow any involvement in this grievance procedure.
44
45 D. Should the mutually-established meetings related to the investigation or processing of any
46 grievance require that a grievant or an Association representative be released from their
47 regular assignment, the release shall be without loss of pay or benefits. Substitute costs shall
48 be borne by the District.

- 1 E. All documents, communications and records dealing with the processing of a grievance shall
2 be filed separately from the personnel files of the participants.
3
- 4 F. The Association and the District recognize that confidentiality and good faith are key
5 elements to a successful grievance procedure. Accordingly, both pledge themselves to
6 participate in good faith in the execution of this procedure, and to hold all matters pertaining
7 thereto in confidence and to admonish and require all parties involved to limit the number of
8 additional persons knowing of the grievance to those necessary to a successful resolution
9 and/or implementation.
10

11 12 **ARTICLE XII** 13 **INSURANCE** 14

15 **Section 12.1 Insurance**

16 Employees and substitutes who work or are anticipated to work 630 hours or more in a work year
17 (September 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board
18 (SEBB). SEBB shall establish all parameters of the benefit offerings, including plan designs, carriers, and
19 employer/employee rates. Employee rates shall be paid through payroll deduction.
20

21 **Benefit Termination:** Any employee eligible for benefits who terminates the employee/employer
22 relationship shall continue to receive benefits through their final month of employment.
23

24 In cases when an employee provides notice of an alternate date, the District will provide the employee
25 notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation
26 date. Absent a waiver, the separation date will be August 31.
27

28 **Section 12.2 Tort Liability Coverage**

29 The District shall provide tort liability coverage for all employees' subject to this Agreement.
30
31

32 **ARTICLE XIII** 33 **EVALUATION** 34

35 **Section 13.1 Evaluation Forms**

36 Each employee shall be evaluated once each year using the approved form found in schedule B. Employees
37 who work in specialized positions (LPN, Interpreter/Tutor, Science Technician, Technology and Library
38 ESP, Career and Technical Education ESP) shall also be evaluated using the appropriate addendum.
39

40 Evaluations will be completed by the employee's administrator who has observed the employee in the
41 performance of their duties during the school year. The employee's immediate supervising staff may provide
42 input so a fair evaluation can be written for the employee.
43
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For Interpreters, while it is preferred that evaluation be completed by an administrator who has knowledge of interpreting, with input from certificated teaching staff, employees shall be evaluated by: 1). The employee's immediate supervising teacher(s) if the teacher and employee agree and there are no performance concerns, or 2). A designated administrator who has observed the employee during the school year. Formal observations for the purpose of evaluation shall be scheduled in advance and shall consist of 20 or more minutes. If performance concerns are noted, the employee will receive specific written examples of said concerns and suggestions for improvement in areas of deficiency within 10 work days of the scheduled observation.

Any concern(s) regarding an employee's performance must have been discussed with the employee prior to inclusion in the year-end evaluation. Each employee shall be informed of his or her designated evaluator within the first 30 days of the beginning of the current school year, or within 30 days of the hire date for new employees or transfers. Employees shall be evaluated by June 1 each year.

Prior to June 1 of each year, the evaluator and employee will meet for a Final Conference. The evaluator will share with the employee the reasons for any ratings of "Basic" or "Unsatisfactory" and provide suggestions for how the employee can improve their performance, documented on the "Future Focus" section of the evaluation form. If the employee disagrees with the evaluator's ratings, they may present additional evidence for consideration.

If any employee receives an overall rating of "Basic", the evaluator will design an individualized support plan indicating improvement needed and support that will be provided to the employee, including professional development, if appropriate. If the employee receives an overall rating of "Basic" for three consecutive evaluation cycles, their overall performance and rating will be deemed "Unsatisfactory".

If any employee receives an overall rating of "Unsatisfactory," the employee will be provided with written notice of the areas of performance that are unacceptable and the support or training that will be made available by the District. The employee will be re-evaluated within 60 work days. During the 60-day period, the evaluator will meet with the employee at least every 20 work days to review the employee's progress toward improvement. If the employee is failing to make substantial progress toward improvement, the 20-day reviews shall be provided in writing to the employee and the Association. At the end of the 60-day period the District may issue a new evaluation if the employee has made necessary improvements or may extend the period prior to re-evaluation for an additional 40 work days if there has not been sufficient improvement in work performance. Failure to obtain a "Proficient" or "Distinguished" re-evaluation is grounds for termination.

Section 13.2

An employee who has been in a position 90 work days or more, and has no evaluation on file for that position shall be evaluated for the time completed. Such evaluation shall be filed in the personnel file. The employee shall be notified and given a second evaluation relating to the "new" position.

Section 13.3

The employee shall acknowledge having read their evaluation by affixing their signature. The employee shall have the right to respond to any part of the evaluation in writing. This response shall be written on the evaluation form or attached to be kept in the personnel file.

1 **Section 13.4**

2 The content of evaluations is not subject to the grievance procedure except for allegations of violations of
3 the evaluation process used.

4
5
6 **ARTICLE XIV**
7 **COMPENSATION**
8

9 **Section 14.1 Salaries**

10 Salaries for employees' subject to this Agreement are contained in Schedule A attached hereto and by this
11 reference incorporated herein.

12
13 Earnings from the start of the pay assignment to the end of the pay assignment are calculated by applying
14 the hourly rate, times hours per day, times days to be worked in the pay assignment. Total is divided by the
15 number of payments to be made during the pay assignment period to arrive at the monthly warrant amount.

16
17 Extra time, overtime, deduct time and adjustments for L & I payments are made one month after occurrence.
18 All leave usage is recorded in this manner.

19
20 When an employee is promoted or goes to a lesser wage, the pay assignment adjustment will be spread out
21 over the remaining months of the fiscal year in equal amounts.

22
23 Employees with educational credits or certifications will be paid additional amounts according to Schedule
24 A of this agreement.

25
26 **Section 14.2 Increment for New Employees**

27 New employees who start working prior to February 1 shall be entitled to an incremental raise for the next
28 year provided the incremental raise is not in conflict with State or Federal law. In computing, the incremental
29 raise shall include any paid leave or holiday pay. However, any employee completing an additional 90 days
30 in a subsequent year shall be deemed to have just one year of experience for 180 days combined.

31
32 **Section 14.3 Correction of Pay Errors**

33 Following notification to the employee, errors resulting in over or underpayments shall be corrected on the
34 next month's payroll. If requested by the employee, the Human Resources Department and the employee
35 will work out a repayment agreement prior to any adjustment to the employee's pay warrant. In the event
36 an employee is notified of an overpayment prior to receiving said payment, the District may elect to deduct
37 the amount of overpayment from the employee's next pay warrant.

38
39 **Section 14.4 Pay Warrants**

40 All employees shall be paid through direct bank deposit. New employees shall complete a direct deposit
41 form and submit it to the Payroll department within the first five days of hire.

42
43 Monthly pay reports shall be available electronically to all employees and shall be archived electronically.
44 Every work site shall make available to employees a secure and private location equipped with a computer
45 and printer for the purpose of accessing personal pay information.

Section 14.5 Mileage

Employees working a single position which requires driving between two or more work locations and employees who drive within the course of performing their work responsibilities shall be compensated for mileage between the work locations at the IRS maximum rate. Employees bidding on and accepting two separate assignments shall not be reimbursed for mileage between two separate job sites.

Section 14.6 New Employee Salary

New employees will be employed at the appropriate step of the salary schedule. Prior public school instructional assistant or teaching experiences, or experience directly related to the position, shall count towards steps on the salary schedule. Employees who end employment with the District and later return shall be credited with their prior experience for the purpose of salary placement.

Section 14.7 Activity Supervision/Coaching

Employees asked to supervise student activities, assume stipended positions such as coaching duties, serve as in-service trainers, or assume any other supplementary duties before or after the regular shift shall be compensated at the same rate as paid to other persons performing the same work. It is further agreed such duties shall be at the employee's discretion.

Section 14.7.1 Serving on Committees

An employee required to serve on a committee shall be paid at the employee's regular hourly rate. However, overtime provisions will apply if the employee works more than 40 hours per week.

Section 14.7.2 Attending Staff Meetings

Employees are encouraged to attend staff meetings to ensure they are informed of building information and included as a valued member of the building staff. Employees who attend staff meetings shall bank up to nine (9) hours for flex time for their attendance at these meetings, to be taken on any of the following: the student early release day before Thanksgiving, the early student release on the last day of school, or on any other student learning early release day with building principal approval. However, overtime provisions will apply if the employee works more than 40 hours per week.

Section 14.8 Instructional Roles

Paraeducators and Interpreter/Tutors and Interpreter/Tutor Coordinators are school employees who work under the supervision of a certificated/licensed staff member to support and assist in providing instruction services to students. While the certificated/licensed staff member remains responsible for the overall instruction and management of the classroom or program, Paraeducators, Interpreter/Tutors, and Interpreter/Tutor Coordinators support the instruction and management of the school, classroom or program.

Section 14.8.1 Period/Classroom Supervision

When given supervisory responsibility for a student or group of students, an accessible certificated/licensed staff member shall be designated to provide assistance, should it be needed.

Section 14.8.2 Substitute for Certificated Staff

In emergencies, when an employee is asked by a building administrator to substitute for a certificated staff member for one class period or for one hour or more, the employee will receive an additional 10% wage differential above the employee's regular rate of pay.

An emergency is understood to mean a sudden condition or state of affairs calling for immediate action or when arrangements for a regular substitute cannot be made, either because of the time factor or the unavailability of a qualified substitute.

The compensation will commence from the time the employee begins the class/period coverage.

In the situation when more than one Paraeducator or Interpreter/Tutor is assigned to the class/period, the building administrator or designee must designate one employee as the primary substitute who shall receive the PEA substitute rate of pay.

Section 14.9 Computers and Cell Phones for Interpreter/Tutor Coordinators

Employees assigned as Interpreter/Tutors and Interpreter/Tutor Coordinators shall be assigned a computer. Coordinators, Interpreter/Tutors and Interpreters shall receive \$30 each month for work use of their personal cell phone.

Section 14.10 Extra Assignments

When additional work is available on an inconsistent, intermittent or indeterminate basis, current Paraeducators shall have first priority for the work with highest priority to those already working with the student(s) to be served.

Section 14.10.1 Rates of Pay

Section 14.10.1.1 Extra Hours Pay

Extra assignment work performed by employees outside the standard work day shall be paid at the employee's regular rate of pay or overtime when appropriate.

Section 14.10.1.2 ADA Pay for Interpreters

Approved extra assignment work performed by Interpreters or Interpreter/Tutors in accordance with the Americans with Disabilities Act (ADA) shall be paid at the rate of \$60.00 per hour. In the event the extra ADA hours cause the employee to go into overtime status, the employee shall be paid either one and one half (1 ½) of their regular rate of pay, or the ADA rate of pay, whichever rate is higher.

Section 14.10.1.3 Interpreter Interns

The District will seek volunteer employees to work with Interpreter interns. The District will discuss with the volunteer appropriate compensation for this supervision. Qualified volunteers will be accepted in seniority order.

Section 14.10.2 Cancellation / No-Show Policy for Employees

In the event an employee does not receive notice of a cancellation of an extra hour assignment on a regular work day within the first hour of that work day, the employee shall be paid a minimum of two hours or half (½) of the assignment if scheduled for more than four hours and may be given an assignment or work for that time. If the employee declines the extra work, he/she shall not be paid for the cancelled extra hour assignment.

In the event an employee receives less than 18 hours' notice of cancellation of the extra hour assignment, on a non-work day, the employee shall be paid a minimum of two hours or half (½) of the assignment if scheduled for more than four hours.

1 This section shall not apply to student supervision during morning and afternoon transportation. For
2 transportation cancellations, employees will be compensated for actual time worked.
3

4 **Section 14.10.3 Return to Work for Employees**

5 In the event an employee is called back to work 30 or more minutes past/or before the regular work
6 day, or asked to work on a non-scheduled work day, the employee shall be compensated for a
7 minimum of two hours, up to the actual time worked.
8

9 **Section 14.11 Special Assignments for Interpreters**

10 Employees who are assigned to work events that extend overnight shall be assigned in teams adequate to
11 provide appropriate rest from interpreting and coverage.
12

13 14 **ARTICLE XV** 15 **SCHOOL SAFETY** 16

17 **Section 15.1 No Tolerance Policy**

18 The Puyallup School District and the Association are jointly committed to providing quality education
19 programs in a warm, open, supportive environment which protects the safety and security of all students
20 and staff. Therefore, the parties agree that an optimal climate for staff and students requires a no tolerance
21 policy for weapons, dangerous devices, and assaultive behavior. The parties recognize the increasing
22 incidence of weapons, dangerous devices, and serious assaults in the society in general and in the nation's
23 schools, and recognize that with such serious misbehavior, experience has shown that normal sanctions less
24 severe than expulsion have failed to preserve a safe and orderly educational environment.
25

26 **Section 15.2 Prohibition of Weapons / Assaultive Behavior**

27 To achieve the above, it is agreed that possession or use of weapons, explosives, firecrackers, illegal knives,
28 or other items capable of producing bodily harm shall be prohibited. Consistent with student due process
29 and other legal requirements, the normal penalty shall be expulsion for possession or use of any weapons
30 or dangerous devices, including but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110
31 or local ordinances. Likewise, when any item is used by the aggressor as a weapon, or which a victim
32 reasonably believes to be a weapon, the same sanctions will apply. Further, it is agreed that the normal
33 penalty is emergency expulsion and other appropriate sanctions for any student who commits a serious
34 assault. Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful
35 assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat
36 or threat to do serious bodily physical harm, either student-to-student or student-to-staff). An emergency
37 expulsion shall continue if the Superintendent or designee has good and sufficient reason to believe the
38 student(s) presence poses an immediate and continuing danger to employee(s), a student, other students or
39 school personnel, or an immediate and continuing threat of substantial disruption of the class, subject,
40 activity or educational process of the student(s) school. In making that determination, the hearing officer
41 shall solicit input from the staff and administration of the building(s) directly affected.
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Section 15.3 Assistance and Support

The District shall provide prompt assistance and support to employees in connection with student discipline problems. An administrator or acting administrator, volunteering to be invested with the authority to act as such, shall be available during school hours. When the administrator is away from the building but in the District, an administrator shall be on call. When the building administrator is out-of-district or absent for half the day or more, a substitute shall be provided when needed to maintain the building administrative coverage, unless a building's assistant principal is available. Administrative Interns or former Interns may be asked to accept the administrative responsibility as long as coverage is provided for their assigned classes. At the beginning of each school year, the Principal will inform the staff of designees who will assist with emergent issues in their absence.

In the maintenance of a sound learning environment, the employee and the District shall expect and work to enforce acceptable behavior on the part of all students who attend schools in the District. Employees shall operate within State law and District policy in maintaining good order and discipline in their work places at all times.

Without revealing specific information regarding criminal histories, medical histories, or specifically protected private information, employees who work directly with the student will be notified in an appropriate manner of students who have exhibited serious assaultive behavior at least one school day prior to being asked to work with the student, if such information is known in advance. Employees shall treat all information about the student as confidential. A safety plan, including age appropriate training, shall be developed by impacted employees and other appropriate building staff, (which may include the Principal, Counselor, Security, Special Services, etc.) and communicated to all impacted staff within three student days or less. The safety plan shall be implemented as quickly as possible.

In the event the employee experiences safety concerns in the workplace due to serious assaultive student behavior, the employee shall report said concerns to their principal or administrative supervisor, who will act to remediate the concern. Remediation may include removing the student from the classroom until such time as interventions can be implemented.

All Special Education staff who work with potentially violent students will be directed to attend age appropriate training, either during the regular work day or, if the employee prefers, outside the regular work day paid at the employee's hourly rate.

All employees working directly with potentially violent students may be directed and shall have the opportunity to participate in training either during the work day or after the work day paid at the employee's hourly rate.

All other employees who work with potentially violent students will be directed to attend age appropriate training. Staff will attend either during the regular work day or outside the regular work day paid at the regular hourly rate.

Section 15.4 Removal from Class or Subject

If a student creates a disruption of the educational process in violation of the building disciplinary standards while under a paraeducator or interpreter's sole supervision in an instructional classroom setting, the employee shall first attempt one or more alternative forms of corrective action.

In the absence of the teacher of record, if reasonable attempts have been exhausted, or in emergency circumstances, the student may be excluded by the employee from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day in accordance with Federal and State laws (or until the principal/designee have conferred with the teacher of record and/or the employee).

With the consent of the employee and the teacher of record when applicable, the excluded student shall be returned to the class, once the disruption ceases and the behavior has been addressed or the Principal/designee imposes corrective action and has notified the employee. An excluded student may be temporarily placed in another employee's classroom (buddy classroom) upon mutual agreement of the impacted employees.

If further concerns arise, within three (3) school days of written notification (to principal or their designee) of a behavior problem, an employee and the classroom teacher shall have the right to meet and confer with the building administrator.

If a student makes a serious unfounded allegation against an employee, the employee may request a meeting with the principal/supervisor to discuss options regarding the student. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees as well as the authority to use standard disciplinary measures for each disabled student, except where notification to the contrary has been provided to staff, is supported by the District. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, including reasonable and prudent use of physical constraint, to protect harm being done to a student, another staff member, or to him/herself.

Section 15.5 Disciplinary Standards

On or before the start of each school year, each building principal and their classroom support staff shall meet to develop and/or review building disciplinary standards and uniform enforcement of those standards. Visitor access regulations will be in the employee handbook. In addition, the special education guidelines will be reviewed.

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ARTICLE XVI
TRAINING AND PROFESSIONAL LEARNING

In the mutual interests of the District and the Association, the District shall cause funds to be available, which may be used by employees for professional learning under conditions established in this Article.

Section 16.1 Professional Learning

1. Employees shall be paid for up to 20 hours for professional learning hours annually at their regular rate to attend District developed job related in-service opportunities, including all relevant trainings that are offered to certificated staff (unless specific class limitations exist), all training designed to qualify for the Washington State Paraeducator Certification (in district, out of district, or online.) LPNs may use these hours for continuing education credits required for certification. Should employees wish to attend other job-related classes, classes that relate to another position, workshops or training in lieu of this, prior approval by the Director of Human Resources will be required.
2. The District will provide Paraeducators, Interpreter/Tutors, and Coordinators 14 hours of professional learning annually toward the completion of paraeducator certification as required and funded by the legislature, paid at the employee's regular rate of pay.
3. Such compensation shall be paid upon proof of attendance/completion submitted to the Director of Human Resources.
4. Clock hours or credit will be awarded for all clock hour eligible training completed. The District's form will be used with approval of the Director of Human Resources.
5. Compensation for training and classes attended shall not preclude the employee from earning clock hours or credits.
6. Ten clock hours equal one credit for calculating increments in Schedule A, hereto attached.

Section 16.2 Professional Funds

All Interpreters and LPNs shall have the opportunity to utilize up to \$500 per year (September 1 – August 31) for costs related to job related in-service opportunities outside the regular work day. Such costs shall be preapproved by the Special Services Administrator and paid upon proof of attendance as reimbursement of documented expenses. Reimbursable costs may include registration fees, travel, certifications listed on the salary schedule, testing fees, LPN continuing education work, and other items as /mutually agreed by the Interpreters and the Special Services Administrator.

1 **Section 16.3 Specialized Training**

2 Employees will be compensated for specialized training courses required by the District as a condition of
3 continued employment (separate from the Fundamental Course of Study and Paraeducator certification
4 requirements), at the employee's regular hourly rate of pay for all hours in attendance, plus any fee, tuition,
5 or transportation costs. Such compensation, however, shall not preclude the employee from earning clock
6 hours or credits awarded for such training. All employees shall be required to complete de-escalation
7 training. All Special Education paraeducators shall be required to complete and maintain Right Response
8 Training. The District shall not incur any additional costs for required specialized training when employees
9 allow their training certifications to lapse. Employees may utilize their professional learning hours, if
10 necessary, to complete recertification. The District will provide reasonable notice to employees regarding
11 opportunities for specialized training, and the employee's need to maintain required specialized training.
12

13 **Section 16.3.1 First Aid/CPR**

14 The District agrees to provide an opportunity at no cost for employees to renew first aid cards twice
15 during each school year, and to accept valid sport medicine certification as an alternative to a first
16 aid card provided such alternative certification contains a CPR component. Employees whose
17 assignment requires First Aid/CPR shall be paid at their regular rate of pay for attending a First
18 Aid/CPR course.
19

20 **Section 16.3.2 Transcripts**

21 The District shall maintain in an employee's personnel file applicable transcripts and all training
22 documentation submitted by the employee.
23

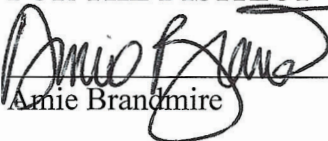
24 **Section 16.3.3 New Technology Training**

25 All new employees, transfer employees, and employees issued enhanced or new technology shall be
26 provided appropriate training prior to being evaluated in the performance of a new position or the
27 operation of the equipment.
28

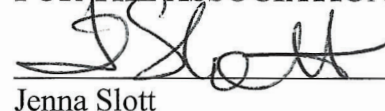
29 **Section 16.3.4. New Employee Training**

30 The District will provide one (1) day of training to all new employees prior to the start of the school
31 year. The District will partner with the Association President on the design and delivery of training
32 for this day.
33
34

35
36
37 **FOR THE DISTRICT**

38  11/12/21
39
40 Annie Brandmire Date
41
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43
44
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47
48

FOR THE ASSOCIATION

 11/12/21
Jenna Slott Date

1 **Memorandum of Agreement – Staff and Student Safety Committee**

2 The District and Association agree that staff and student safety is paramount. The parties agree to include
3 three PEPSA representatives (one elementary, one junior high, and one high school) to the PEA/PSD joint
4 committee to review staff safety concerns, options for students needing additional behavior supports,
5 alternatives to classroom exclusion, and tiers of intervention supports design to keep students engaged in
6 the classroom. The participating employee will be appointed by the PESPA President and will be
7 compensated at their hourly rate of pay for committee meetings and work required by the committee chair
8 outside their workday. The District shall pay for the cost of a substitute for the PESPA committee member
9 if meetings are held during the workday.

10
11 **Memorandum of Agreement – Mentorship Program**

12 The parties agree to establish a work group, co-chaired by the PESPA President and a designated District
13 administrator, to reallocate the funds (\$9,500) in section 16.3.3 into a mentoring program for ESPs. The
14 work group will consist of no more than 5 PESPA employees selected by PESPA President and 5
15 participants selected by the District. PESPA employees will be paid hourly for assigned committee work
16 and committee meetings outside of their regular work hours per section 14.7. The District will pay for the
17 cost of necessary substitutes for members of the work group if meetings are held during the work day.

18
19 The work group may begin its work once both parties have signed the MOU with the goal of delivering
20 recommendations to the Association and District in labor management prior to June 1, 2022 and with
21 implementation beginning for the 2022-23 school year.
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Schedule A										
Puyallup School District 2021-22 PESPA Salary Schedule		Hourly Rate					Longevity			
	*Days	Level	Step 1	Step 2	Step 3	Step 4	10 years	12 years	15 years	20 years
		9	38.11280	39.25618	40.43387	41.64689	42.34689	42.64689	42.94689	43.14689
		30	38.71280	39.85618	41.03387	42.24689	42.94689	43.24689	43.54689	43.74689
		72	39.21280	40.35618	41.53387	42.74689	43.44689	43.74689	44.04689	44.24689
		AA	39.46280	40.60618	41.78387	42.99689	43.69689	43.99689	44.29689	44.49689
		BA	39.61280	40.75618	41.93387	43.14689	43.84689	44.14689	44.44689	44.64689
		8	36.29791	37.38684	38.50845	39.66370	40.36370	40.66370	40.96370	41.16370
		30	36.89791	37.98684	39.10845	40.26370	40.96370	41.26370	41.56370	41.76370
		72	37.39791	38.48684	39.60845	40.76370	41.46370	41.76370	42.06370	42.26370
		AA	37.64791	38.73684	39.85845	41.01370	41.71370	42.01370	42.31370	42.51370
		BA	37.79791	38.88684	40.00845	41.16370	41.86370	42.16370	42.46370	42.66370
Interpreter Tutor Coordinator	191	7	34.56943	35.60652	36.67471	37.77495	38.47495	38.77495	39.07495	39.27495
		w/cert	37.16214	38.27701	39.42532	40.60807	41.30807	41.60807	41.90807	42.10807
		30	35.16943	36.20652	37.27471	38.37495	39.07495	39.37495	39.67495	39.87495
		30 w/cert	37.80714	38.92201	40.07032	41.25307	41.95307	42.25307	42.55307	42.75307
		72	35.66943	36.70652	37.77471	38.87495	39.57495	39.87495	40.17495	40.37495
		72 w/cert	38.34464	39.45951	40.60782	41.79057	42.49057	42.79057	43.09057	43.29057
		AA	35.91943	36.95652	38.02471	39.12495	39.82495	40.12495	40.42495	40.62495
		AA w/cert	38.61339	39.72826	40.87657	42.05932	42.75932	43.05932	43.35932	43.55932
		BA	36.06943	37.10652	38.17471	39.27495	39.97495	40.27495	40.57495	40.77495
		BA w/cert	38.77464	39.88951	41.03782	42.22057	42.92057	43.22057	43.52057	43.72057
Interpreter Interpreter Tutor Licensed Practical Nurse	191	6	32.92327	33.91097	34.92830	35.97615	36.67615	36.97615	37.27615	37.47615
	191	w/cert	35.39252	36.45429	37.54792	38.67436	39.37436	39.67436	39.97436	40.17436
	190/191	30	33.52327	34.51097	35.52830	36.57615	37.27615	37.57615	37.87615	38.07615
		30 w/cert	36.03752	37.09929	38.19292	39.31936	40.01936	40.31936	40.61936	40.81936
		72	34.02327	35.01097	36.02830	37.07615	37.77615	38.07615	38.37615	38.57615
		72 w/cert	36.57502	37.63679	38.73042	39.85686	40.55686	40.85686	41.15686	41.35686
		AA	34.27327	35.26097	36.27830	37.32615	38.02615	38.32615	38.62615	38.82615
		AA w/cert	36.84377	37.90554	38.99917	40.12561	40.82561	41.12561	41.42561	41.62561
		BA	34.42327	35.41097	36.42830	37.47615	38.17615	38.47615	38.77615	38.97615
		BA w/cert	37.00502	38.06679	39.16042	40.28686	40.98686	41.28686	41.58686	41.78686
		5	24.96619	25.71518	26.48664	27.28123	27.98123	28.28123	28.58123	28.78123
		30	25.56619	26.31518	27.08664	27.88123	28.58123	28.88123	29.18123	29.38123
		72	26.06619	26.81518	27.58664	28.38123	29.08123	29.38123	29.68123	29.88123
		AA	26.31619	27.06518	27.83664	28.63123	29.33123	29.63123	29.93123	30.13123
		BA	26.46619	27.21518	27.98664	28.78123	29.48123	29.78123	30.08123	30.28123
Science Lab Technician	197	4	23.77733	24.49065	25.22537	25.98213	26.68213	26.98213	27.28213	27.48213
		30	24.37733	25.09065	25.82537	26.58213	27.28213	27.58213	27.88213	28.08213
		72	24.87733	25.59065	26.32537	27.08213	27.78213	28.08213	28.38213	28.58213
		AA	25.12733	25.84065	26.57537	27.33213	28.03213	28.33213	28.63213	28.83213
		BA	25.27733	25.99065	26.72537	27.48213	28.18213	28.48213	28.78213	28.98213
ADA Paraeducator - Level 3	190/191	3	22.64507	23.32443	24.02416	24.74488	25.44488	25.74488	26.04488	26.24488
ELL Paraeducator	190/191	30	23.24507	23.92443	24.62416	25.34488	26.04488	26.34488	26.64488	26.84488
General Paraeducator - Level 3	190/191	72	23.74507	24.42443	25.12416	25.84488	26.54488	26.84488	27.14488	27.34488
Health Assistant	190/191	AA	23.99507	24.67443	25.37416	26.09488	26.79488	27.09488	27.39488	27.59488
Special Ed - Advance Paraeducator	190/191	BA	24.14507	24.82443	25.52416	26.24488	26.94488	27.24488	27.54488	27.74488
Special Ed - Developmental Kindergarten Para	190/191									
Special Ed - Excel Paraeducator	190/191									
Special Ed - Kite Paraeducator	190/191									
Special Ed - Preschool Paraeducator	190/191									
Special Ed - Resource Paraeducator	190/191									
Special Ed - Summit Paraeducator	190/191									
Special Ed - Support Center Paraeducator	190/191									
Special Ed - WRAP Paraeducator	190/191									

Schedule A										
Puyallup School District 2021-22 PESPA Salary Schedule		Hourly Rate					Longevity			
	*Days	Level	Step 1	Step 2	Step 3	Step 4	10 years	12 years	15 years	20 years
ADA Paraeducator - Level 2	190/191	2	21.56674	22.21374	22.88015	23.56656	24.26656	24.56656	24.86656	25.06656
Alternative Programs Support Paraeducator	190/191	30	22.16674	22.81374	23.48015	24.16656	24.86656	25.16656	25.46656	25.66656
Bus Riding Support	190/191	72	22.66674	23.31374	23.98015	24.66656	25.36656	25.66656	25.96656	26.16656
CTE Paraeducator	190/191	AA	22.91674	23.56374	24.23015	24.91656	25.61656	25.91656	26.21656	26.41656
Elementary Music Paraeducator	190/191	BA	23.06674	23.71374	24.38015	25.06656	25.76656	26.06656	26.36656	26.56656
Elementary Overload Paraeducator	190/191									
General Paraeducator - Level 2	190/191									
Highly Capable Paraeducator	190/191									
Intervention Paraeducator	190/191									
LAP Paraeducator	190/191									
School and Family Support Liaison	190/191									
School Support Paraeducator:	190/191									
Building Duty Paraeducator	190/191									
Walking School Bus Paraeducator	190/191									
Bus/Crossing Guard Duty Paraeducator	190/191									
Playground Paraeducator	190/191									
Technology Library Paraeducator	190/191									
Title I Paraeducator	190/191									
		1	20.53975	21.15594	21.79062	22.44434	23.14434	23.44434	23.74434	23.94434
		30	21.13975	21.75594	22.39062	23.04434	23.74434	24.04434	24.34434	24.54434
		72	21.63975	22.25594	22.89062	23.54434	24.24434	24.54434	24.84434	25.04434
		AA	21.88975	22.50594	23.14062	23.79434	24.49434	24.79434	25.09434	25.29434
		BA	22.03975	22.65594	23.29062	23.94434	24.64434	24.94434	25.24434	25.44434
Credits, Tests and Degrees:										
• 30 credits/Minimum State Requirements = \$.60/hour										
• 72 credits = \$1.10/hour										
• AA Degree = \$1.35/hour										
• BA Degree = \$1.50/hour										
Longevity:										
•10 years - \$.70										
•12 years - \$1.00										
•15 years - \$1.30										
•20 years - \$1.50										
Substitute Interpreters shall be compensated at an hourly rate equal to Level 6, Step 1.										
Substitute Paraeducators shall be compensated at an hourly rate equal to Level 1, Step 1.										
Employees shall receive incremental and longevity increases effective on the first working day of each school year unless the State Legislature specifically prohibits increments be paid.										
Paraeducator Clock Hours and Credits: 10 Clock Hours = 1 Credit										
Upon hire, previously completed college or university credits or clock hours supported by original transcripts shall apply to new employees, provided the credits apply to education or are related to Paraeducator responsibilities. Credits and clock hours must be received by Human Resources within 60 calendar days of the date of hire to be implemented for that year's salary schedule. New employees will be placed on the Salary Schedule appropriate to their training level at the discretion of the Director of Human Resources.										
Classes or course work taken by existing employees must be from an accredited organization identified by OSPI, or approved in advance by Human Resources. Clock hours must be earned from an OSPI approved provider, or approved in advance by Human Resources. Classes, clock hours or course work must be related to the employee's assignment. Credits and clock hours must be completed by August 31 and paperwork must be received by Human Resources by September 30 to be implemented for that year's salary schedule. Salary for September and October will be adjusted for documented credits and clock hours.										
Interpreter Certifications:										
Interpreters holding the following certifications shall receive 7.5% in addition to their cell (may be compounded with degrees and coordinator stipends):										
• Educational Interpreter Performance Assessment (EIPA), minimum level 4.0										
• National Interpreter Certification (NIC)										
• Certificated Deaf Interpreter (CDI)										
• Certificate of Interpretation (CI)										
• Certificate of Transliteration (CT)										
• National Association of the Deaf (NAD), minimum level IV										
Paraeducator Certifications (all PESPA employees eligible):										
• English Language Learner Subject Matter Paraeducator Certificate - \$.25/hr										
• Special Education Subject Matter Paraeducator Certificate - \$.25/hr										
• Advanced Paraeducator Certificate - \$.50/hr										
Paraeducator certifications will be paid beginning the month following certificate submission to HR.										
Interpreter ADA Extra Hourly Rate (per Section 14.10.1.2): \$60/hour										
2022-23: IPD + 2%										
2023-24: IPD + add step 5, equal to 2% above step 4										

Puyallup Education Support Professional Association (PESPA) Evaluation

Employee Name	
Employee #	
School Year	
Work location	
Position(s)	
Evaluator	

Overall Rating:

- ☐ Unsatisfactory
- ☐ Basic
- ☐ Proficient
- ☐ Distinguished

Criteria	Score (1-4)	Comments (Required for a score of 1-2; optional for a score of 3-4)
1. Communication		
2. Cultural Competence		
3. Professionalism and ethical practices		
4. Collaboration		
5. Delivering and supporting instruction		
6. Student management and relationships		
7. Quality of work		
8. Leadership		
TOTAL SCORE:		

Total Score:	8-14	15-21	22-28	29-32
Rating	Unsatisfactory	Basic	Proficient	Distinguished

Addendum included:

CTE ☐ Interpreter/Tutor ☐ LPN ☐ Science Tech: ☐ Tech/Library ☐

	1	2	3	4
Rating	Unsatisfactory	Basic	Proficient	Distinguished
Addendum Score				

Additional comments: (Required if The Total Score and Addendum Score are not aligned)

Future Focus (Required):

- ☐ Professional learning in the area(s) of: _____
- ☐ Collaboratively develop an individualized support plan with evaluator
- ☐ Mentoring provided by _____
- ☐ Other (Please specify): _____

The signature below does not necessarily imply that the employee agrees with the preceding report, only that they have seen and discussed it with the evaluator and have been provided a copy. Employee may attach a statement.

Employee signature: _____ Date: _____

Evaluator signature: _____ Date: _____