

Collective Bargaining Agreement
between the
RENTON SCHOOL DISTRICT
and the
RENTON EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION
WEA/NEA

September 1, 2019-August 31, 2021

Revised: 9/11/2020

Updates:

9/11/2020 – Changes in Working Conditions and School Operators Due to COVID-19 within the 2020-21 school year

12/18/2020 - Health and Safety MoU for the 2020-2021 School Year

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PREAMBLE

It is the intent and purpose of the parties to promote and improve the productivity and efficiency of the services provided by the employees of the District. Both parties enter into this Agreement mutually agreeing that their object is to work for the good and welfare of the students and the community which supports their services. This Agreement is intended to establish a basic understanding relative to personnel matters, including wages, hours and working conditions, and to provide means for amicable discussions of mutual concerns regarding these subjects.

**ARTICLE I
RECOGNITION AND AGREEMENTS**

1.1 Parties to Agreement

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is entered into this 1st day of September, 2019, by and between the Renton School District No. 403 (District) and the Renton Education Support Professionals/Washington Education Association/National Education Association (Association) representing the staff of the Renton School District No.403 as listed in Section 1.2 Recognition.

1.2 Recognition

The District recognizes the Association as the sole and exclusive bargaining agent for all full-time and regular part-time and hourly office-clerical and paraeducator employees of the District, excluding confidential employees, supervisors, casual employees, substitutes, students, and all other employees of the District. The District recognizes the Association is responsible for representing the interests of all bargaining unit employees, pursuant to the law, Chapter 41.56 RCW and Public Employees Collective Bargaining Act.

1.3 Position Descriptions

1.3.1 There will be a current position description on file in Human Resources for each position covered by the Agreement. This description shall include specified skills needed and training requirements for the position.

1.3.2 The District will provide the Association President with position descriptions for any employees subject to this Agreement. The District will provide the Association President with such amendments, changes and additions to position descriptions as they occur. The District shall post job descriptions electronically. Job descriptions shall be a topic of Labor Management meetings

1.3.3 Position descriptions given with Work Assignment Forms will not be significantly changed during a given work year. Any changes in the position descriptions of employee classification covered by this Agreement shall necessitate consultation with the Association and the negotiation of the salary for that position or classification.

1.4 Status of the Agreement

Where there is a conflict between the Agreement and any resolution, rule, policy, or regulation of this District, the terms of the Agreement shall prevail.

ARTICLE II
RIGHTS OF THE EMPLOYER

The Association recognizes the District's inherent and traditional right to manage their respective business, as has been their practice in the past. The Association recognizes the right of the District to hire, suspend, transfer, promote, demote, or discipline its employees and to maintain the discipline and efficiency of its employees; the right to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this Agreement; the right to establish and change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new, improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to reasonably make and amend such rules and regulations as it may deem necessary for the conduct of its business, and to require their observance. The exercise of these legally authorized rights, authorities, duties and responsibilities by the Board and Superintendent and the adoption of policies under relevant and applicable statutes shall be limited only by the specific and expressed terms of this Agreement and District policy.

**ARTICLE III
RIGHTS OF EMPLOYEES**

- 3.1 Employees shall have the right, freely and without fear of penalty or reprisal, to join and assist the Association, as provided for in RCW 41.56.
- 3.2 Employees shall have the right to bring matters of personal concern to the attention of Association Representatives, provided that, it is further understood employees shall have the right to file a grievance without the intervention of the Association, as long as the Association has the opportunity to be part of the meeting(s) in which the adjustment is made and the adjustment is not in conflict with this Agreement.
- 3.3 Employees have a right to have a representative present at any meetings with District officials that the employee reasonably believes to be disciplinary in nature.
- 3.4 The District shall ensure that adequate and appropriate administrative processes exist to deal with student disciplinary problems. The employee has a right to adequate and appropriate administrative support when dealing with an employee, student and/or parent conflict, including a full and complete investigation of the facts involved.
- 3.5 Any department, building or office having its own operating procedures, rules and regulations shall make them available to employees in that worksite before they are implemented, and will not conflict with the Agreement.
- 3.6 Renton School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. Additionally, there will be no discrimination with respect to employment of any person because of such person's age (over 40), sex, race, creed, religion, color, national origin, sexual orientation, including gender expression or identity, marital status, domicile, honorably-discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular employee involved. The Association and the District recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality in employment practices wherever it may be lacking in compliance with the letter and spirit of the law. The Affirmative Action Plan will be applied in modifying the composition of the future work forces in the District. Present employees will not be discharged to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities.

- 3.7 Consistent with the Statutes and the Constitution of the State of Washington and the Constitution of the United States, employees have full rights of citizenship. The exercise of these rights shall not be grounds for disciplining or discriminating against the employee.
- 3.8 It is appropriate for employees to exercise full political rights and responsibilities outside their working hours. The Board encourages employees of the District to use and be active in the use of their political rights in their free time.
- 3.9 No employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from the appropriate personnel. Training time will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable. Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the necessary certification or license to perform the procedure. No employee hired prior to November 13, 1994 will be required to receive instruction/training in medically invasive procedures. Employees hired after November 13, 1994 under position openings which list duties and/or training in medically invasive procedures may be required to undergo such training and perform such duties at any time following their hiring.

**ARTICLE IV
RIGHTS OF THE ASSOCIATION**

4.1 Non-Interference

The District agrees that it will not interfere with the rights of personnel to become members of the Association and will not of itself or by any of its agents discriminate against, interfere with or coerce any member for membership in the Association.

4.2 Representation of Employees

The Association has the right and responsibility to represent the interest of all employees in the unit; to present its views to the District on matters of mutual concern; and to enter collective negotiations with the object of reaching an agreement with respect to wages, hours, working conditions, and practices relative to employees in this bargaining unit.

4.3 Grievance Representation

The Association shall promptly be notified by the District of any grievances concerning any employee covered by this Agreement in accordance with the provisions of the discharge and grievance procedure articles contained herein. The Association is entitled to have an observer at any meeting at which the grievant is present conducted by District officials arising out of grievances and, if appropriate, to make known the Association's views. A representative of the Association shall be afforded the time to investigate grievances during the regular working hours if the work in the department, office or building is not unduly disturbed.

4.4 Association Leaves

4.4.1 The Association shall be granted a combined total of seventy (70) days (each day defined as individual employee's regular work day) leave per year with pay to attend conferences, conventions, workshops, and other meetings of the local, State, and/or National Association, provided that no member shall take more than ten (10) days total per year nor more than five (5) consecutive days for any one conference, except that the President shall be eligible to take up to twenty (20) days per year. Prior notification of absence for Association business must be made by the Association to the District. Separate arrangements will be made with the immediate supervisor to deal with work coverage during their absence and/or make up of the work missed. The Association President shall determine which members will be allowed to use Association leave.

4.4.2 In recognition of a RESP member holding an elected position within WEA that requires full time release from duties with the Renton School District, it is agreed that:

1. The released time shall be for no more than two (2) years.

2. Any changes requested in the amount of release time should be mutually agreed upon between the Union and the District.
3. The employee will retain, but not accrue, seniority within the unit.
4. The employee will have rights to return to a position for which they are qualified at the same RESP level the employee was at prior to taking the WEA leadership position. If there is no available position for which they are qualified at that RESP level upon the employee's return, the employee will be placed in a position at the next highest RESP level for which they are qualified. If the employee is placed at a lower RESP level, the employee will have a right to any position for which they are qualified at their original RESP level for up to one (1) year following return from leave.

4.5 Exchange of Information:

- 4.5.1 The District shall, upon request, furnish to the Association, to carry out its responsibility of representing employees, documents of a public nature as provided by law. The District shall provide a monthly total list of current employees for the bargaining unit.
- 4.5.2 The District agrees to furnish the Association with information which may be necessary for the Association to process grievance(s) on behalf of employee(s).
- 4.5.3 The Association and District agree that both requests for information and compliance therewith will be made in a timely manner.
- 4.5.4 The Association shall furnish to the District, prior to October 1, the names of its elected officers.
- 4.5.5 By the 15th of each month, the District will provide the Association with a list of employees covered by this agreement, including FTE, change in employment status, hire date, assignment, contact information, and other data mutually agreed upon.
- 4.5.6 The District will provide the Association with a list of new and terminated employees as of the 15th of each month.

4.6 Building Access

The Association Representatives shall have access to the District premises during business hours, provided that no conferences or meetings between employees and Association

representatives will hamper or obstruct the normal flow of work.

The District agrees to allow the Association access to District buildings for Association meetings to transact Association business, provided such use does not interfere with previously scheduled building activities and is done in compliance with procedures regulating use of District facilities.

4.7 Bulletin Boards

The District will, upon request, make available suitable space at a central place(s) of each building complex for the exclusive use of the Association for posting notices of its meetings, elections, recreational and social affairs, reports of Association and rules committees, and rules and policies of the Association.

4.8 Mailings

The Association shall be permitted use of the employees' mail boxes, provided the handling at building levels of all such mail shall: (1) be by Association representatives; (2) be of no additional cost to the District; (3) be handled in a routine manner. A copy of each such "bulk mailing" shall be placed on the Administration Center bulletin board.

The Association agrees to make every attempt to assure that materials distributed at the work sites will be responsible and will reflect general standards of good taste.

4.9 Distribution of Agreement

The District agrees to electronically post this Agreement. Two copies shall be distributed to each building and 40 copies shall be sent to the president of the Association within ten (10) days after its printing.

4.10 Meetings

If an Association representative(s) requests to represent an employee(s) during working hours, the District will work to accommodate that request without loss of time or pay to the employee(s) when mutually agreed upon.

4.11 Calendar

The District will not adopt a planning calendar without first providing an opportunity for Association input. The Association will receive copies of any initial proposed calendars.

ARTICLE V
HOURS OF WORK AND WORK RULES

5.1 Definition of Positions

5.1.1 A regular position is defined as an assignment that is scheduled for at least three (3) hours per day, is expected to last at least forty-five (45) consecutive work days, and is expected to continue from year to year.

5.1.2 To determine full-time equivalency, full-time is defined as a regular position that is scheduled for eight (8) hours per day, 260-days per year.

5.1.3 A temporary position is defined as an assignment based on student, classroom, building, or district need that may begin and end at any time with no expectation of continuation of hours from year to year; but is anticipated and scheduled for at least forty-five (45) consecutive work days.

5.1.3.1 Temporary positions include, but are not limited to: leave replacement; 1:1 student support; enhanced staffing due to class composition; assignments scheduled for less than three (3) hours; classroom enrollment overload; elementary school intervention.

5.1.3.2 Temporary positions of at least three (3) hours that continue for two (2) consecutive school years will become regular at the start of the third (3rd) consecutive school year.

5.1.3.3 Leave replacement positions expected to last less than forty-five (45) work days will be filled by a substitute. Leave replacement positions expected to last more than forty-five (45) work days will be filled as a temporary position. If a leave replacement position is scheduled for fewer than forty-five (45) consecutive work days and is filled with a substitute, the substitute status may be extended up to forty-five (45) work days beyond the original forty-five (45) work days, by agreement, of the District and the Association.

5.1.3.4 Additional assignment is defined as additional hours of bargaining unit work, which may be made available to any classification of employee. Work shall be compensated and may cause the employee's benefit level to be adjusted, as applicable under Agreement provisions. The additional assignment may be designated temporary due to leave provisions, changes to District program(s) and/or funding considerations.

5.2 Work Assignment Forms

5.2.1 Each employee shall receive a Work Assignment Form which shall include

salary schedule placement, hourly rate of pay, anticipated number of hours per day, and anticipated number of days per year. Where appropriate, the Work Assignment Form shall also include salary and benefit FTE, as well as seniority, vacation, and holiday information.

5.2.2 Employees whose assignments change due to additional assignments during the year will be notified of such changes in writing and will verify such changes by signature.

5.2.3 Employees shall not be required to work any hours without appropriate pay.

5.3 Monthly Salary Installments

5.3.1 All employees will receive payment in equal monthly installments (September – August).

5.3.2 Pay for changes in assignments (additions or reductions) will be made in equal installments for the months remaining in the initial assignment.

5.3.3 Employees who have additional assignments may be paid monthly for additional hours worked.

5.4 Overtime

5.4.1 Any time worked, approved by the immediate supervisor, more than eight (8) hours per day or forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half (1½) per hour, except that, in some circumstances, the District and the Association may bargain an altered work week consisting of four (4) ten (10) hour work days and such ten (10) hour work days will not be considered overtime nor paid at overtime rates.

5.4.2 Any time worked, approved by the immediate supervisor, more than forty-eight (48) hours per week will be paid at two (2) times the employee's regular rate. Work performed on a holiday will be paid at two-and-one-half (2½) times the employee's regular rate (inclusive of their holiday pay).

5.4.3 At the option of the employee and if arranged prior to the assignment, compensatory (comp) time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law and in accordance with established District procedures.

5.4.3.1 Supervisors cannot require employees to take comp time in lieu of pay.

5.4.3.2 Comp time should be recorded and monitored using the "Compensatory Time Sheet". Any extra hours that exceed eight (8)

hours in a day or forty (40) hours in a week that are worked as comp time must be calculated at the appropriate overtime rate.

- 5.4.3.3 Comp time accrual shall not exceed three (3) days of the employee's daily assignment and must be used by August 10 of each school year. Any comp time accrual over this amount must be reported to Human Resources. Any unused comp time shall be submitted to Payroll for payment in the August pay check.

5.4.4 Extra-Curricular, After School, and Athletic Activities

Throughout the year, opportunities arise for individuals to assist with extra-curricular, after school and athletic activities. As non-exempt employees, employees must be compensated at an hourly rate for their time worked during these events. However, these additional positions are not part of the Agreement and the rates of pay for these positions are established by the District and can be found on the District website.

The rules that govern overtime apply to any additional hours worked. This means should an employee agree to work one of these activities and it triggers overtime (see section 5.4.1), a blended overtime rate which is based on a percentage of time worked in the regular assignment and other activities.

- 5.4.5 The Association and the District will jointly develop a means by which District employees will be informed of their rights and responsibilities to accurately report time worked.

5.5 Work Day/Work Week

- 5.5.1 The work day shall be in accordance with the Work Assignment Form of the individual employee position.
- 5.5.2 Employees, as noted in Section 5.2.1, shall be assigned to a definite shift with designated start and end time. All employees shall be notified of hours and work assignments as soon as decisions have been made by the District.
- 5.5.3 All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of work time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

5.5.4 Meal Period:

5.5.4.1 All employees who work five (5) hours or more are entitled to a thirty (30) minute duty-free lunch period in accordance with applicable law.

5.5.4.2 All employees, except those paraeducators assigned to Adult Transition Program (ATP) are required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at their overtime rates.

5.5.4.3 The unique requirements of ATP necessitate the paraeducators assigned to the program to remain on duty during their lunch period so they can be in proximity of the students while the students have lunch at the work site. These paraeducators will work their assigned hours including a paid, on duty lunch in conformance with applicable laws.

5.5.6 Normal Work Week

The normal work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, if absolutely necessary, however, the District may assign an employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest. Each full-time and regular employee shall be assigned to a definite and regular shift and work week, which shall not be changed without two (2) week notice to the employee, except in emergencies.

5.5.7 Emergency Closure/Inclement Weather

5.5.7.1 In the event of a building/program/District closure due to emergency/inclement weather, buildings will be presumed to be open to employees unless notification is provided that employees should not report to work. The District will provide an alternative work location, if possible.

5.5.7.2 Employees are expected to report to work when possible. Employees should exercise appropriate judgement regarding their ability to report for work. Absences due to emergency closure/inclement weather will be considered excused absences. Employees who do not report to work or report to work late shall charge the time missed to appropriate leave or leave without pay, or make up the time missed. Appropriate leaves include vacation, earned compensatory time, and emergency hardship leave. If

legitimate need exists, as determined by the District, the supervisor may assign overtime in an effort to minimize loss of pay, or consider remote work options.

- 5.5.7.3 The District shall identify and notify personnel considered to be essential personnel for purposes of responding to emergency closure(s) of buildings/program(s)/District. Such notification shall be made by November 1 of each year. Essential personnel reporting to work will be paid at one and one-half times their regular rate for all hours worked.
- 5.5.7.4 Delayed opening due to inclement weather will have no impact on the length of an employee's work day. If an employee is unable to report to work safely at their normal arrival time, then the employee may delay the start of their shift, arriving no later than thirty (30) minutes prior to the start of school, or take appropriate leave. Employees will be notified of any special District procedures regarding delayed openings or early dismissal.
- 5.5.7.5 Employees shall make every reasonable effort to report to work during emergency conditions. When worksites are closed during emergency conditions, the 260-day employees who are unable to report to work may, in consultation with their supervisors, choose to account for missed time through use of vacation leave, emergency hardship leave, time made up in the future, an altered work week or use of compensatory time.
- 5.5.7.6 Weather conditions are considered a valid reason for emergency-hardship leave, deducted from sick leave. See also 8.4.

5.6 Selection and Assignment

- 5.6.1 The District shall electronically post, for a minimum of ten (10) working days, the availability of open positions. Such posting will be done in a timely manner and will list the relevant minimum requirements for the position. During the months of July and August, open positions will be posted for a minimum of seven (7) calendar days.
- 5.6.2 Selection of candidates for open positions shall be determined with consideration being given to seniority, test scores, recommendations, experience and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete an application for open positions within the bargaining unit.
- 5.6.3 If an employee has applied for a different position within the unit and is passed over, they will, upon request, receive a written notification of the reasons why

they did not receive the position.

5.6.4 This section shall not supersede the management right to hire applicants from outside the District whose qualifications are demonstrably superior to all applicants from within the District or when such hiring is directly related to implementing the District's Affirmative Action Plan.

5.6.5 Employees who change positions within the bargaining unit, unless through displacement or involuntary transfer, shall serve a sixty (60) work day probationary period. The employee will receive the pay rate for the new position during the probationary period. In the event the requirements for the new position are not met, the employee may be or may request to be returned to their original position, or the next available similar position and/or classification and pay. The employee will continue to serve in the new position and will receive the pay rate for that position until they are returned to the original or similar position.

5.6.6 For this section, and Sections 5.10 and 10.3, seniority shall be based on length of continuous service in full-time and regular positions covered by this bargaining unit.

5.7 Initial Placement on the Salary Schedule

5.7.1 Employees new to the unit will be placed on the first step of the salary schedule.

5.7.2 The conditions or factors for placement on the salary schedule will be explained to employees before hiring and assignment.

5.7.3 Former bargaining unit employees who return to the bargaining unit within two (2) years shall maintain their step on the salary schedule, sick leave, vacation, seniority and certificate credit. A former bargaining unit member who remains with the District shall maintain sick leave, vacation, and certificate credit, and shall be grandfathered at their current salary.

5.8 Certificates

District employees presently holding any NAEOP Professional Standards certificates, the District Standard certificate, the District Advanced certificate or the Instructional Aide certificate, or portion thereof, as of July 1, 1976 and being paid for same will continue to receive payment as previously provided (grandfathered).

5.9 Voluntary Transfers

5.9.1 Application in response to a specific vacancy, as posted, may be submitted to the Human Resources Department within the time limits as included in the

posting.

5.9.2 Employees who have submitted applications for transfer in response to a specific, published vacancy will be considered along with the other applicants for any vacancy, provided the applicant's experience and qualifications meet the requirements of the position. Seniority will be considered in filling published vacancies.

5.9.3 Employee reassignment and transfers will be dependent upon, but not limited to, the needs of the District, and: (a) seniority; (b) related work experience; (c) training; (d) demonstrated ability; (e) evaluations.

5.10 Involuntary Transfer

5.10.1 Involuntary transfers may be of short or long term duration and are responsive to such circumstances as enrollment changes, program termination and situations requiring remedial action, and other similar conditions that might be considered "emergency situations."

5.10.2 Employees may be assigned outside their experience or training but the evaluation of their performance in the new position shall clearly so indicate.

5.10.3 If the employee is involuntarily transferred to a classification position of lower pay, they shall be placed on the step closest to, but not less than, the rate of pay the employee was receiving at the time of transfer. If the employee's salary exceeds the salary of the new classification, they will be grandfathered at their current salary.

5.10.4 If a position is eliminated, causing an employee to be involuntarily transferred, and then the position is restored, the employee who held the position will be given the first opportunity to hold that position, provided the exact position is restored, the position is restored within twelve (12) months of its elimination, and the employee's evaluations have been satisfactory.

5.10.5 If an employee is required to assume the full work responsibilities in a classification position of higher pay and the employee works in that position for over three (3) consecutive work days, they shall receive the pay equal to that which they would normally receive in the higher classification and it will be retroactive to the first day.

5.11 Displacement

5.11.1 Displacement occurs when one (1) or more hours of a regular position are eliminated. The affected employee will be offered available regular hours in the same classification in the same building. If more than one (1) employee is affected, the hours will be offered to the employees in order of seniority. If

sufficient hours are not available, the employee may choose to accept temporary hours, or hours in a lower classification in the same building or to enter the district displacement pool. If an employee chooses temporary hours or hours in a lower classification they will have the opportunity to re-enter the displacement pool at the beginning of the following school year. If after two (2) consecutive opportunities to participate in the displacement pool, and the employee has not been made whole, their reduced hours/classification will become their new position.

- 5.11.2 The District will establish a displacement pool each August to assist displaced employees in identifying vacant available regular positions. The District will notify the Association of the members who have chosen to enter the displacement pool and subsequent placement decisions.

5.12 Assignment of Additional Hours

If additional hours are assigned to a specific program or position type in a building, employees in a like position whose schedule can accommodate the additional hours will be offered the additional hours in order of their seniority. If no employee in a like position can or will accept the additional hours, the hours first will be offered in seniority order to other employees at the worksite whose schedule can accommodate the assignment and who are qualified for the assignment as determined by the District. If hours designated to specific positions or position types in a building are reduced, the least senior employee(s) shall be the first to be affected unless such reduction is due to District reduction-in-force or layoff which would be implemented under the provisions of Section 10.6. Additional or new positions to a facility will be handled under the provisions of Section 5.6.

- 5.13 Protective clothing, including arm sleeves, will be made available to staff working in classrooms where students are prone to emotional and/or physical outbursts.
- 5.14 Training will be provided for paraeducators at least twice a year, in groups of paraeducators, on topics related to their position.
- 5.15 Employees contracted through outside agencies are hired on a temporary basis to provide technical assistance and extra support to highly involved special education students. This extra support occurs only in unusual situations and for special reasons that current paraeducator support cannot provide in that circumstance. The District agrees its first preference is to have District employees fill these positions, and works to transition the temporary extra assistance to district employees. The District will notify the Association President within two (2) weeks of the District contracting with an outside agency.
- 5.16 Every effort will be made to provide employees access to computers in student-free areas of their work site. Such stations will be available for employee use throughout the day.
- 5.17 Time will be provided for paraprofessional communication, which includes, but is not

limited to, time to access written/electronic communication.

5.18 Each building will develop and publish a student supervision plan, including assignments, times and locations. This plan will be distributed to the building and will be reviewed with impacted staff no later than the fifth (5th) day of school or after any changes are made to the plan. There must be at least two adults supervising large numbers of students in areas such as playgrounds, cafeteria, commons, and arrival/departure locations. All staff assigned supervision of large numbers of students in the areas listed above will have access to digital or electronic communication on their person to reach the Main Office and/or an administrator in case of emergency. Concerns and/or perceived violations regarding student supervision as outlined in this article is subject to the grievance procedures in Article XVI.

5.19 Student Behavior/Discipline Support

5.19.1 The parties agree that it is important that those unit members providing direct support to students be provided/have access to critical information regarding the student. Such information may be provided by teachers/administrators/support personnel in the form of oral/written communication or access to particular student records. The parties also agree that the unit member receiving such information is responsible for complying with all laws, policies, rules and regulations governing the privacy of such information.

5.19.2 The parties also agree that unit members input should be informed of building decision making models and plans developed in accordance with that model, including opportunity for input when appropriate, such as when the decision impacts the member's working conditions.

5.20 Start of School Year Activities-Optional Work Hours

5.20.1 Start of school staff meetings and activities contribute to a positive school culture and a shared understanding of school and district priorities and expectations and are essential to a successful school year.

5.20.2 Each employee whose work calendar is less than 200 days will be offered the opportunity to, at the employee's discretion, work seven (7) hours to participate in building-directed staff development prior to the start of school. This may be split between no more than two days.

5.20.3 Classroom-based paraeducators may participate in an additional two (2)

hours to prepare and orient themselves to the building, classroom and staff. Examples for the use of this time include: meeting with the classroom teacher(s) and/or building administrator(s), assisting with preparations for the start of school and/or becoming familiar with the school/classroom schedule. These 2 hours can occur at any time, to be determined in collaboration between the paraeducator and classroom teacher.

5.21 Optional Days

Elementary Office Assistants and Technology Resources Specialists may choose to work up to an additional five (5) days, paid via a time sheet. The dates for these days are to be mutually agreed upon with the building Principal. The duties for these days are at the direction of the building Principal.

ARTICLE VI HOLIDAYS

6.1 Employees are eligible to be paid for up to fourteen (14) of the following holidays:

1. Labor Day
2. Veterans' Day
3. Thanksgiving Day
4. The day after Thanksgiving Day
5. The day before or after Christmas Day*
6. Christmas Day
7. The day before or after New Year's Day*
8. New Year's Day
9. The legally designated day for Martin Luther King Jr.'s birthday
10. The legally designated day for Presidents' Day
11. The Monday or the Friday of Spring Vacation*
12. Memorial Day
13. The day before or after Independence Day*
14. Independence Day

If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday.

6.2 The number of paid holidays for which an employee is eligible is determined by the number of days per year the employee is scheduled to work (position factor). The position factor formula is as follows:

260 days minus 14 holidays minus 21 vacation days = 225 days

The days worked per year divided by 225 days = position factor (rounded to two decimal places)

Position factor times 14 possible holidays = number of paid holidays

Days Per Year	Position Factor	Number of Paid Holidays
145	.64	9
180	.80	11
185	.82	11
188	.84	12
190	.84	12
195	.87	12
200	.89	12
205	.91	13
210	.93	13
220	.98	14
226	1.00	14
260	1.00	14

- 6.3 Employees who are required to work on the above holidays shall receive two-and-one-half (2 ½) times the employee's regular rate for all hours worked on such holidays.
- 6.4 Should a holiday occur while an employee is on vacation, the employee shall not be charged a vacation day for that holiday.

**ARTICLE VII
VACATIONS**

- 7.1 Each employee will receive paid vacation days based upon the employee's years of qualifying employment with a Washington state agency and the employee's position factor as defined in Section 6.2. Employees who work 260 days per year will receive vacation days and may accumulate up to 280 hours of vacation. Employees who work less than 260 days per year will receive pay in lieu of vacation days. Each employee is eligible for paid vacation up to the following maximums with the exception of 260-day employees who receive vacation days as shown in the chart in 7.2.1. Employees who work a 260-day contract may cash out up to ten (10) vacation days annually. Employees must notify the District in writing by April 15 for payment in the May pay warrant.
- 7.1.1 Ten (10) days annual vacation up to and including the third (3rd) full year of employment.
- 7.1.2 Fifteen (15) days annual vacation beginning with the fourth (4th) full year of employment.
- 7.1.3 Twenty (20) days annual vacation beginning with the eighth (8th) full year of employment.
- 7.1.4 Twenty-five (25) days annual vacation beginning with the eleventh (11th) full year of employment.
- 7.1.5 Twenty-seven (27) days annual vacation beginning with the fifteenth (15th) full year of employment.
- 7.2 The number of paid vacation days for which an employee is eligible is determined by the number of days per year the employee is scheduled to work (position factor) times the maximum available vacation days appropriate to the employee's years of employment. Requests for vacation from employees who work 260 days per year will not be unreasonably denied. Disputes under this section may be taken to the union labor management representative for resolution.

Calculated vacation days for commonly scheduled annual employment calendars are listed in the chart below.

PAID VACATION CHART
Maximum vacation days shown

Days/ Year	Position Factor	10	15	20	25	27
145	0.64	6	10	13	16	17
180	0.80	8	12	16	20	22
185	0.82	8	12	16	21	22
188	0.84	8	13	17	21	23
190	0.84	8	13	17	21	23
195	0.87	9	13	17	22	23
200	0.89	9	13	18	22	24
205	0.91	9	14	18	23	25
210	0.93	9	14	19	23	25
220	0.98	10	15	20	25	26
226	1.00	10	15	20	25	27

7.2.1

Employees who work 260 days per year will receive vacation days as follows:

Years in the District	0	1-3	4-7	8-10	11+
Vacation Days	12	15	19	23	27

7.3 Employees who work 260 days per year will take vacation at a time that is mutually agreed on between the employee and the immediate supervisor. Vacation requests will not be unreasonably denied.

7.4 Employees who work a 260-day contract may cash out up to ten (10) vacation days annually. Employees must notify the District in writing by April 15, 2020 and payment will be made in the May 2020 pay warrant.

7.5 Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit with their final pay check. Any full-time employee leaving the employment of the District, who has completed the probation period, will receive vacation not to exceed 240 hours.

**ARTICLE VIII
LEAVES**

8.1 The parties agree that regular attendance is important for the District to meet the needs of education and provision of services. Failure to utilize leaves appropriately may result in appropriate counseling and/or disciplinary action.

8.1.1 Accumulated sick leave is transferable to and from districts within the State, as provided under law.

8.1.2 All employees hired for 180 days or more will receive twelve (12) days sick leave each year. Five (5) days emergency leave inclusive.

8.1.3 All employees hired for less than 180 days will receive a prorated portion of twelve (12) days calculated as follows:

- A. Employees hired the 1st through the 15th of a month will receive a full day sick leave for that month and one day per month for the remainder of that fiscal year.
- B. Employees hired the 16th through the 31st of a month will receive a half day sick leave for that month and one day per month for the remainder of that fiscal year.

8.1.4 Each employee shall be credited in advance with the sick leave allowance at the beginning of each school year or at the beginning of employment.

8.1.5 Sick leave provided and not taken shall accumulate from year to year up to a maximum allowed by law. Such accumulated time may be taken at any time during the employee's work year. Employees having accumulated more than 180 days shall be allowed to use those days as prescribed by SPI rules, regulations, or guidelines.

8.1.6 In January of the year following any year which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. 8.1.7 At the time of separation from District employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days accrued leave for illness or injury.

Eligible employee means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service under SERS 3; or (c) employees who separate from employment and who are at least fifty-five (55) and have at least fifteen (15) years of service under SERS 2, as provided under WAC Ch. 392-136 & RCW 41.32.010, as amended (Ch. 231, Laws of 2000).

8.1.7 A doctor's certificate is needed for sick leave absences lasting more than five (5) consecutive days.

8.1.8 For each day's absence beyond accumulated sick leave days, a deduction of a full day's salary will be made.

8.1.9 Employees may use sick leave for dental and medical appointments.

8.1.1 Pursuant to RCW 49.12.270, the employee is allowed to use any or all the employee's sick leave or other paid time off to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the Agreement applicable to the leave, except for any terms relating to the choice of leave.

8.2 Temporary Leaves of Absence

Any employee who anticipates the necessity for taking a temporary leave of absence shall make proper application and notify the building principal or immediate supervisor as soon as possible.

8.3 Bereavement Leave

Up to and including five (5) days leave with pay, , shall be allowed for bereavement leave for each occurrence of a death in the employee's immediate family, or the immediate family of employee's spouse/domestic partner, which includes spouse, children, parents, siblings, grandchildren, grandparents, aunt, uncles, nieces/nephews or anyone living with or considered part of the family. An additional two (2) days for out of state travel may be approved by the Assistant Superintendent for Human Resources upon request by the employee. Extenuating circumstances which require an exception may be approved by the Assistant Superintendent of Human Resources.

8.4 Emergency/Hardship Leave

Six (6) days emergency leave per year, non-cumulative year to year, will be available upon

request for each employee without loss of pay (deductible from annual sick leave). Upon written request to Human Resources, employees may be granted additional emergency leave days with pay. Additional days will be granted: (1) if the situation is as defined in this Section; (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.

8.4.1 This leave may be used for any personal reasons of an emergency/hardship nature, including illness or injury in the family, funeral not covered by bereavement leave, religious leave, or legal or personal affairs that cannot be scheduled outside the normal work day and the absence should be entered electronically.

8.4.2 Weather conditions for local travel to and from school shall be considered as a valid reason for an emergency/hardship leave. (See also 5.5.7.6)

8.4.2 Emergency/hardship leave for other or unusual circumstances should be cleared through the department supervisor and reported as an absence for final approval by the Human Resources Department.

8.4.3 Employees with special hardship situations may be granted additional emergency/hardship leave by the Human Resources Department, with full pay deductions.

8.4.4 Employees may use emergency/hardship leave to attend scheduled school-sponsored events for members of immediate family or children living in the home. Employees should notify their supervisor five (5) days in advance.

8.5 Personal Leave

8.5.1 All personal leave days may be taken in half (½) or whole day increments.

8.5.2 Employees will have two (2) Personal Leave days which shall be provided by the District and shall be at no cost to the employee. Employees may exercise the option to receive renumeration for one (1) unused personal day each year. Requests must be received in writing no later than May 15 for each year for payment in the June pay warrant.

8.5.3 One (1) additional Personal Leave day, taken from the employee's existing sick leave balance, is available.

8.5.3 One (1) additional Personal Leave day will be given to employees with a sick leave balance of at least twenty (20) days as of August 31 of each year.

8.5.4 The employee will notify their supervisor of the intent to take personal leave at least two (2) working days prior to the leave, unless compelled otherwise

by emergency, in which case, the employee should provide as much notice as possible. The employee will enter the absence electronically.

8.5.5 Personal Leave may not be used the first or last day of school; to extend a holiday, vacation or sick leave; or on a student registration day unless extenuating circumstances are granted by the Assistant Superintendent of Human Resources. Exceptions for restricted use are outlined in 8.5.8 below.

8.5.6 One (1) day of Personal Leave may be carried over each year.

8.5.7 Exceptions to Restricted Day Usage

Five (5) slots are available for the first and last day of school on a first come, first served basis. Seven (7) slots are available on the other restricted days on a first come, first served basis. Each employee is eligible to use one (1) restricted day per contract year.

Requests for use of restricted days should be submitted in writing to Human Resources no less than five (5) days prior to the requested date.

Should all the slots be taken, the Assistant Superintendent of Human Resources will consider the supporting reasons offered by the employee in determining whether the day(s) in question will be granted. The general criteria for such exception will be whether supporting reasons indicate a serious need or obligation worthy of granting release from contractual responsibilities. Serious obligations would not include matters of convenience such as accommodating travel or vacation plans.

8.6 Leave Due to Long-term Illness or Disability

8.6.1 Request for leave shall be made in writing to Human Resources as early as possible. The exact date the leave is to begin and end will be determined jointly by the employee and Human Resources.

8.6.2 Accrued sick leave benefits may be used when the employee is ill or temporarily disabled.

8.6.3 Such leave shall commence when the employee is no longer capable of performing the duties of her/his job and concludes when the employee is capable of resuming those duties.

8.6.4 Upon returning, the employee will be assigned to the position held before the leave or to an equivalent position with at least equivalent compensation.

8.6.5 A shorter or longer leave than specified will be granted if the employee submits such a request in writing, supported by the employee's personal

physician's statement that the employee's health justified the request, or if the employee and the District agree to a longer leave to their mutual advantage. If, at the time specified for return to active employment, the employee is unable to return because of medical complications, as supported by employee's physician's affidavit, additional leave will be granted to the extent necessary.

8.6.6 While on leave, the employee may request an earlier return to active employment than indicated. Details of such a return would be worked out with Human Resources.

8.6.7 At least two (2) weeks prior to the agreed-upon ending date of the leave; the employee shall notify Human Resources of the employee's intent to: (1) return to duty; (2) request extension of leave; (3) resign.

8.6.8 Leaves granted for periods beyond those covered by allowable accrued sick leave will be granted without pay.

8.6.9 Employees granted leave will be subject to the same staff reductions and reassignment provisions as other employees during the duration of such leave.

8.7 Leave Sharing

8.7.1 Employees may participate in the District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests noted herein.

8.7.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.

8.7.2.1 An employee who has an accrued sick leave balance of more than twenty-two (22) days may request a transfer of a specified amount of sick leave to another employee. that would result in their sick leave account going below one hundred and seventy six (176) hours.

8.7.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if they prefer, request a transfer of a specified amount of vacation leave to another employee. An employee may not request a transfer that would result in their vacation leave account going below ten (10) days.

8.7.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District. Days shall be converted to hours.

- 8.7.4 An employee who receives leave must be in a position in which sick and/or vacation leave can be used and accrued. An employee shall be entitled to receive leave under this section if the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee, or their legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- 8.7.5 An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.
- 8.7.6 An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, her/his sick leave and/or vacation leave. The employee must have abided by District policies regarding the use of sick and/or vacation leave and must not be eligible for time loss compensation under Chapter 51.32 RCW.
- 8.7.7 The amount of leave which an employee may receive shall be based on employee request and/or her/his personal physician's judgment; however, an employee shall not receive a total of more than one contractual year's worth of leave, or 260 days, whichever is fewer. An employee who requests to receive sick or vacation leave must be on an approved leave for a time period not less than the amount of leave transfer requested.
- 8.7.8 While an employee is on leave, he or she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- 8.7.9 Transfer of leave shall not exceed the donating employee's requested amount.
- 8.7.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 8.7.11 The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.
- 8.7.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.

8.7.13 Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employee or employees who donated the unused leave.

8.8 Other Leaves of Absence

8.8.1 Upon written request by the employee and the recommendation of the Superintendent, leave of absence may be granted to any employee for purposes of: (a) illness, (b) family emergency, (c) military service, (d) education, (e) domestic violence victims; or (f) spouses of military personnel.

8.8.2 Leave of absence of any employee on leave for reasons other than military service will terminate at the end of one (1) year in which no service has been rendered.

8.8.3 Except for military service, there shall be no other employment while on leave without prior approval of the Superintendent.

8.8.4 The District will state, in writing, the terms of the leave of absence. The returning employee will be assigned to the position occupied before the leave of absence or to a position substantially equal in duties and compensation. Employees filling positions of employees on leave of absence will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of these provisions. This provision does not apply to leaves of short duration for which the District presently hires substitutes.

8.8.5 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, that if such leave is approved for extended illness or injury, seniority shall accrue.

8.9 Family Medical Leave

8.9.1 An eligible employee may request up to twelve (12) work weeks of family medical leave during any twelve (12) month period. An eligible employee is anyone who was employed by the District for at least 1,250 hours of service during the previous fifty-two (52) weeks, excluding authorized leave or periods of time in which the employee does not report to work, but has continuing employment, and does not collect unemployment benefits. The District will inform the employee of eligibility upon receipt of a request for a family medical leave.

8.9.2 Definitions

“Parent” is defined as the biological parent of an employee or an individual who stood in loco parentis (in the place of a parent) to an employee when the employee was a son or daughter.

“Child” is defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis (in the place of a parent) who is under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.

“Spouse” is defined as a husband, wife, or existing domestic partner.

“Serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

“Health care provider” is defined as a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices, or any other person determined by the Secretary of Labor to be capable of providing health care services.

“Reduced leave schedule” is defined as a leave schedule that reduces the usual number of hours per work week or hours per work day, of an employee.

8.9.3 Family Medical Leave may be taken:

8.9.3.1 because of the birth of a child and to care for a newborn child; or

8.9.3.2 because of the placement of a child with the employee for adoption or foster care; or

8.9.3.3 to care for a child or a spouse or parent who has a serious health condition; or

8.9.3.4 because of the employee’s own serious health condition.

If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) ~~eighteen (18)~~ weeks of family medical leave for the care of the child, and leave may be granted for this purpose to only one (1) parent at a time.

8.9.4 Family medical leave taken to care for a newborn or newly adopted child must

be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the employee's need for family leave.

8.9.5 Leave taken under 8.9.3.1 or 8.9.3.2 above shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the District agree. Leave taken under 8.9.3.3 or 8.9.3.4 may be taken intermittently or on a reduced leave schedule when medically necessary. If an employee requests intermittent leave, or leave on a reduced leave schedule that is foreseeable based on a planned medical treatment, the District may require such employee to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular position of the employee. The taking of intermittent or reduced leave shall reduce the total leave allowed an employee only by the actual amount of leave taken.

8.9.6 Family Medical Leave shall be without pay for all or part of the leave. The District may require the employee, or the employee may opt, to substitute and use their total accumulation of paid sick and/or vacation leave to which he or she is otherwise entitled during family medical leave. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from the leave, the employee must reimburse the District for all premiums paid during the leave, unless the reason the employee does not return is due to:

8.9.6.1 The continuation, recurrence or onset of a serious health condition which would entitle the employee to leave under this section; the District may require medical certification within thirty (30) days.

8.9.6.2 Other circumstances beyond the employee's control, such as transfer of a spouse to a job location more than seventy-five (75) miles away, another relative other than immediate family member has a serious health condition and the employee is needed to provide care, or the employee is laid off while on leave.

8.9.7 Family Medical Leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

8.9.8 An employee who plans to take Family Medical Leave must provide the District with a written request at least thirty (30) days in advance. If the Family Medical Leave is not foreseeable, the employee must notify the District no later than the fifth (5th) day of absence that a Family Medical Leave is needed and must

provide a written request for a Family Medical Leave at that time.

8.9.9 Upon returning from Family Medical Leave, the employee is entitled to be returned to the same position he or she previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

8.9.10 Any employee who works principally in an instructional capacity who would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

8.9.11 If the District grants greater Family Medical Leave benefits to any other employee group than those contained in this Section 8.9, the District will grant such greater benefits to this employee group.

8.10 Paid Family Medical Leave Act

All eligible employees shall have access to the Washington Paid Family Medical Leave Act in accordance with the law.

The District shall pay the full cost of all premiums associated with the PFML.

8.11 Adoption Leave

An employee legally adopting a child and/or wishing to take unpaid leave, after expiration of FMLA leave for the purpose of child rearing, shall notify the District in writing of the intent to take such leave stating the expected date of commencement of leave and return to employment. Such leave shall be granted for a period not to exceed nine (9) months for conditions which meet the criteria in 4.9.2A or 4.9.2 B above. An employee returning from such leave shall be assigned to the position held before the leave, or to a position with equivalent pay and benefits.

8.12 Domestic Violence

Per RCS 49.76, Domestic Violence Leave Law and District Policy, employees may take Domestic Violence leave. Those interested in obtaining confidential support regarding this leave should contact the Human Resources office directly.

8.13 Attendance at the Legislature

Upon specific request of a Washington State Legislative Committee or the Association for an employee's attendance at the Legislature, the employee shall notify Human Resources. Such leave shall be in accordance with RCW 41.56.220 as amended by Chapter 174, Laws of Washington 1969 Extraordinary Session.

8.14 Jury Duty

An employee who loses time from her/his assigned duties because of jury duty shall be paid for such time lost at her/his normal rate of pay. The employee shall furnish Human Resources with a written statement from the Court showing the days of jury service. The employee will report for work when released from jury duty.

8.15 Subpoena Leave

8.15.1 The employee will be granted subpoena leave as may be required by the subpoena and shall be paid her/his regular salary less any compensation received from her/his services, excluding transportation and per diem expenses. Except when the employee is the plaintiff or defendant in such action, unless named as plaintiff or defendant while in the performance of their duties.

8.15.2 Human Resources may extend the definition and intent of the subpoena leave policy on an individual basis.

**ARTICLE IX
WORKERS' COMPENSATION**

- 9.1 The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job injury or illness will result in loss of income.
- 9.2 When injured on the job, the employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District and State insurance procedures. One part of the form must be taken to the physician who treats the employee for the injury. A worker is entitled to workers' compensation if they have sought medical attention and are not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness.
- 9.3 In the event an employee is absent for reasons which are compensable industrial injuries in accordance with Washington State Industrial Insurance Law, the District shall pay the employee an amount equal to the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned, to the limit of accumulated Sick Leave. A deduction shall be made from the employee's accumulated sick leave proportionate to the percent of time-loss paid to the employee by the District in excess of Washington State Industrial Insurance Law payments. In the event of any overpayment, the District shall make a correction thereof on a reasonable basis.
- 9.4 An employee may choose, in writing, to forgo the use of sick leave as provided in Section 9.3 and, instead, receive Worker's Compensation only in compliance with Industrial Insurance Laws of the State of Washington.
- 9.5 Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.
- 9.6 After sixty (60) days the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury. An employee is entitled to bring an observer of their choice (e.g. family member, spouse, colleague, etc.) to the appointment as allowed by L&I rules and guidelines.
- 9.7 The employee must have a physician's written authorization to return to work and shall return to regular duty when authorized to do so by a physician. The employee will return to a light duty position as authorized by a physician and when a light duty position is

available. The District reserves the right to assign an alternate work assignment.

- 9.8 Medical treatment benefits may continue in accordance with the Industrial Insurance Laws of the State of Washington. Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington.

ARTICLE X
HIRE DATE, PROBATION, SENIORITY, AND LAYOFF

10.1 Seniority Date

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began employment in a bargaining unit position or in a position subsequently included in this bargaining unit (hereinafter "seniority date") unless such seniority shall be lost as hereinafter provided.

10.2 Probation

10.2.1 A probationary period for all new employees of ninety (90) calendar days will be required. If an employee's conduct, proficiency and fitness are judged to be satisfactory by the evaluating supervisor during the probationary period, the employee will be given regular status. The termination provision of Article XI does not apply to probationary employees. The probationer may be discharged during the probationary period in the event of their demonstrated inability to cope with or perform the assigned duties as identified in their job description, or for being unproductive, or for misconduct.

10.2.2 Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement, with seniority retroactive to the hire date. All applicable rights and benefits as described elsewhere in this Agreement shall apply to probationary employees.

10.3 Seniority Rights

10.3.1 The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for justifiable cause and retirement.

10.3.2 Seniority rights shall not be lost but shall not accrue for the following reasons: authorized, unpaid leaves of absence, and involuntary layoff.

10.3.3 Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury (up to one (1) year); paid, authorized absence covered by the leave provision of the Agreement (authorized absence due to extended illness or medical disability); and holidays and vacations.

10.4 Career Ladder Promotions

10.4.1 It shall be a goal of the District to provide members of this bargaining unit with the opportunity to advance to more responsible positions

10.5 Classification and Reclassification

- 10.5.1 “Classification” refers to the vertical arrangement on the salary schedule based on the skill, complexity, responsibilities and working conditions for each position.
- 10.5.2 The purpose of these classifications is to provide reasonable wage differentials between employee classifications based on assigned skill, complexity, responsibilities and working conditions.
- 10.5.3 Employees may apply for reclassification once in each twelve (12) month period, or more often if job skills, complexity, responsibility and/or working conditions are substantially altered. Any employee, at their option, may have an Association representative present at a reclassification review. Both the Association President and the employee requesting reclassification will be notified via email when their reclassification request is received.
- 10.5.4 When an employee requests review of their position for potential reclassification, the District will schedule a review of the position within thirty (30) calendar days of receipt of the completed request for information. Within thirty (30) calendar days of the review the employee will be provided with the results of the review. Through the course of the review, if it is determined that an employee is performing job duties outside of their classification, regardless of the results of the review, the District will instruct the employee’s supervisor to discontinue assigning such work. See also Section 17.2.5 , 17.2.6 and 17.2.7.
- 10.5.5 The District will provide information to the Association regarding any changes to the classification system used by the District a minimum of thirty (30) calendar days prior to implementation of the new classification system.
- 10.5.6 Upon request, the Association shall be provided with the classification details of all existing positions which may include, but is not limited to, the job description, the points assigned to each classification, the total points and the overall point system determining salary levels.

10.6 Reduction in Force (RIF), Layoff and Recall

This section establishes the procedure covering official school board authorized reduction in force/layoff of employees due to lack of funds, reorganization or curtailment of work wherein the District establishes that employee positions covered by this Agreement need to be eliminated. The District will consult with the Association prior to the implementation of this section.

10.6.1 The number and type of positions to be retained shall be determined by the District. This information will be provided to the Association.

10.6.2 The RIF shall be conducted by bargaining unit seniority. The District will

establish seniority lists as defined in Section 10.1 within each of the five (5) classifications. For procedural purposes, the District will group and contact individuals, giving consideration to days and hours worked and the general type of work being performed. Senior employees in each classification who are interested in available positions and who are qualified for the position(s) will be retained regardless of their previous assignment.

10.6.2.1 Employees who are affected by situations noted in 10.6 will be notified in writing by the Human Resources Department. Employees will be assigned to positions vacated by the least senior employees or may elect to wait to request assignment to the next available open position for which they are qualified. The Association will be provided with a list of these employees.

10.6.2.2 No employee shall be offered or assigned a higher classification.

10.6.2.3 The District will notify affected employees and the Association of impending layoffs at least thirty (30) days prior to the first layoff.

10.6.2.4 Should the District decide to layoff any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year, or as soon as possible.

10.6.3 Those employees not initially retained shall be placed in a re-employment pool.

10.6.3.1 Employees placed in the re-employment pool shall be listed in five (5) groups by order of seniority in the bargaining unit.

10.6.3.2 For this section seniority shall be based on length of service in the bargaining unit (Section 10.1), excluding substitute time. However, employees who were bargaining unit members on August 31, 1989, shall be allowed to retain seniority credit for service in a non-bargaining unit position.

10.6.3.3 In cases where seniority is equal, employees will be chosen by lot.

10.6.3.4 The most senior employee will be offered the first open position for which they qualify. Qualify means they have the necessary training and/or experience required to successfully carry out all the job responsibilities of the position.

10.6.3.5 If the most senior employee in the re-employment pool does not qualify for the position, or does not wish to take it, the next most senior employee who does qualify will be offered the position.

- 10.6.3.6 Employees may turn down two (2) position offerings for which they qualify before being removed from the re-employment pool, provided that such employee is offered a position substantially equal to that held prior to layoff.
- 10.6.3.7 Employees will remain in the re-employment pool for a period of two (2) years from date of layoff, except as stated in subsection 10.6.3.6 above.
- 10.6.3.8 A laid-off employee shall, upon application, and at their option, be placed on the substitute list.
- 10.6.3.9 All benefits to which an employee was entitled at the time of their layoff, including unused sick leave, will be restored to the employee upon return to active employment. The employee will be placed on the same step at the time of layoff.
- 10.6.3.10 In case of persons not re-employed by September 1 of the following school year, notices of recall shall be sent to personal email, when known, and by certified or registered mail to the last known address. It shall be the employee's responsibility to keep the District notified of their current mailing address.

**ARTICLE XI
DISCIPLINE AND DISCHARGE OF EMPLOYEES**

11.1 Disciplinary Process

The District shall follow due process and progressive discipline in its discipline of employees covered by this Agreement. Although each personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees.

An employee shall be entitled to have a representative of the Association present during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no meeting shall continue, nor shall any action be taken, with respect to the employee until such representative of the Association has reasonable opportunity to be present. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

11.2 The District shall have the right to discipline or discharge an employee for justifiable cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against such employee concerning work or conduct within ten (10) working days from the date the District demonstrably had knowledge of such alleged violation and, if such warning is not given to the employee and sent to the Association within ten (10) working days of such alleged violation, the warning notice shall be null and void.

11.2.1 Warning notices will be considered collectively, not individually. Any employee receiving three (3) written warning notices within a twelve (12) month period shall be subject to disciplinary action up to and including termination. Upon written request by the employee, warning notices shall be removed from Personnel files twelve (12) months from the date of notice if there have been no further notices for a six (6) month period.

11.2.2 No prior warning notice shall be necessary if the cause for discharge or suspension is theft, intoxication related to employment, sleeping on the job, recklessness or unauthorized use of vehicles. In addition, no prior warning shall be necessary if there are circumstances where the situation is of an extreme nature demanding immediate action; therefore, progressive discipline or action is not indicated and/or within the District's legal options.

11.2.3 Progressive discipline procedures are not required prior to an employee being placed on a plan of improvement for performance related reasons.

11.3 An employee shall be entitled to receive a written statement of the reasons for suspension or discharge and/or a hearing upon request.

- 11.4 The discipline of an employee will be handled as discretely as the situation warrants and is possible under the circumstances.
- 11.5 The employer agrees to give at least two (2) weeks' notice of intent to terminate an employee, and each employee shall give the employer at least two (2) weeks' notices of their intent to resign. Failure of the employee to give such notice shall not constitute a breach of Agreement by the Association. Failure of the District to give such notice shall constitute a breach of Agreement.

**ARTICLE XII
PERSONNEL RECORDS AND EVALUATION**

12.1 Personnel Records

12.1.1 A master or official file shall be maintained for each employee in Human Resources.

12.1.2 Building files, as required and when properly noted in the employee's master file, may be kept by the employee's immediate supervisor. These files are considered confidential and only open to the immediate supervisor and the employee. Such building files will be maintained according to the following guidelines:

12.1.2.1 Materials which might form the basis for disciplinary action, reprimand, warning or other adverse effect must be either discarded or placed in the worksite file within one (1) year of the date on which the incident occurred. The employee will be notified as any such materials are placed in the personnel file. The employee may initial and date all documents added to their file as an acknowledgement of the document. The employee must be notified of materials placed within the file within ten (10) working days or they may not be used for disciplinary action.

12.1.2.2 If derogatory material is not placed in the official file and retained beyond the one (1) year period in the working file, such material shall, at the employee's request, be taken from the file and destroyed.

12.1.2.3 The building file will be shredded at the end of the school year that an employee leaves the building except when an investigation is in process.

12.1.3 The employee's personnel file shall be open for inspection by that employee, accompanied by another person of the employee's own choosing to allow the opportunity to review evaluations and other records regarding their employment with the District. The employee has the right to add information in explanation of materials already in the file.

12.1.4 An employee who feels the confidentiality of information contained in their personnel file has been violated and is prepared to present evidence and/or testimony substantiating such an allegation, may seek redress through the Superintendent or may pursue the matter formally through the grievance procedure.

12.1.5 No derogatory material shall be placed in the official personnel file without the employee's knowledge. The employee may attach comments to such material. The material shall be removed after a period of one (1) year upon employee request, provided there is no ongoing investigation.

12.2 Evaluations

12.2.1 The primary purpose of evaluation shall be to help the employee assess their job performance to provide the highest quality of services for the students and community. It is intended that evaluations will be based upon the evaluator's personal knowledge and observation. If the evaluator obtains information from another employee for the purposes of evaluation, that information will only be relevant if the evaluator and the employee have an opportunity to address any concerns prior to noting them in an evaluation.

12.2.2 Supervisors will review the job responsibilities with new employees within the first ten (10) work days after a new employee starts. Current employees may request, in writing, that the supervisor review the job responsibilities with them within the first ten (10) days of school.

12.2.3 New employees will receive feedback from their supervisor regarding job performance no later than the 45th day of the probationary period. If there are areas of concern, specific feedback will be documented in writing and given to the employee.

12.2.4 Employees who work more than sixty (60) days per year will be evaluated by their supervisor at least once during an Agreement year. Employees may receive additional informal evaluations during the year reflecting continuing job performance. Employees whose work performance has been determined to be less than satisfactory in meeting District expectation standards will be so advised in writing in the interest of gaining an acceptable adjustment. Due dates for annual evaluations are:

- Employees working fewer than 260 days – June 10th of each year.
- Employees working 260 days – August 20th of each year.

12.2.5 If an employee receives an evaluation indicating their job performance "does not meet expectations", the employee may request an additional meeting with the supervisor to clarify job expectations. The employee may have Association representation at the conference.

12.2.6 Employee evaluations will be used as one element in determining discharge, transfer and promotion.

- 12.2.7 Any changes to the District’s adopted evaluation forms will be mutually agreed upon with the Association before implementation. All forms related to the evaluation are available in Appendix C, D and E.
- 12.2.8 The evaluation consists of three performance levels: Exceeds Expectations, Meets Expectations and Does Not Meet Expectations; each with a definition.
 - 12.2.8.1 Ratings of “Exceeds Expectations” require comments with specific examples to reinforce the strong work in the criteria.
 - 12.2.8.2 Ratings of “Meets Expectations” do not require written comments.
 - 12.2.8.3 Ratings of “Does Not Meet Expectations” require comments with specific examples to support necessary improvement in the criteria.
- 12.2.9 Employee attendance is determined by maintaining a positive sick leave balance.
- 12.2.10 The optional “Employee Self-Reflection” instrument aligns with the evaluation instrument and does not include ratings.
- 12.2.11 If a teacher submits a “Classroom Teacher Input” form which will be used by the administrator as part of the evaluation process, a copy will be hand delivered to the employee and will be attached to the evaluation. The employee may respond to the “Classroom Teacher Input” form in the “Employee Comments” section of the annual evaluation. This form is available in Appendix E.

**ARTICLE XIII
INSURANCE BENEFITS**

13.1 Medical, Dental, Life Insurance Benefits

Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school district employee benefits.

13.1.1 Effective January 1, 2020 the District will be required to provide health insurance and other benefits including, but not limited to; Dependent Care Assistance Program, life insurance and accidental death and dismemberment insurance, long-term disability insurance and Medical Flexible Spending Arrangement to all employees through the School Employees Benefits Board (SEBB). The District will comply with the SEBB requirements as set out in state law and Health Care Authority (HCA) rules and regulations, these include but are not limited to the following: Eligibility requirements; Plan offerings, premium rates and employee contributions and District payments for employer contribution(s).

Therefore, many of the above sections will become null and void as of December 31, 2019. The parties have agreed to continue discussions regarding application of any pooling funds remaining after all financial commitments of the pool have been satisfied.

13.1.2 Allocation

The District shall pass through the full state health and welfare insurance allocation per 1.0 FTE. In addition, the District shall locally fund the HCA retiree subsidy charge per month per 1.0 FTE on behalf of the employee, which would otherwise be deducted from the state allocation. The amounts will be published by the payroll department each year.

13.1.3 These benefit monies must first be applied toward the following required basic District programs as defined in the Renton School District Benefits Handbook.

13.1.2.1 Dental

13.1.2.2 Vision

13.1.2.3 \$60,000 Term Life and Accidental Death

13.1.2.4 Long Term Disability

13.1.4 The remaining monies, after application to the above, shall be applied, at the employee's option, to one of the District's basic medical insurance programs until the maximum District benefit monies are exhausted.

- 13.1.5 The mutually agreed upon insurance programs for optional benefits are:
 - 13.1.4.1 Optional Life
 - 13.1.4.2 Optional Short/Long Term Disability
 - 13.1.4.3 Flexible Spending Accounts
 - 13.1.4.4 Long Term Care Insurance

- 13.1.6 The benefits FTE calculation is based on the number of hours an employee works (including paid holidays) divided by 1440 hours. Benefit FTE cannot exceed 1.0. Employee eligibility will be as follows:
 - 13.1.5.1 .7960 to 1.000 benefit FTE: The required dental, vision, life and long term disability program premiums will be deducted first and the remainder will be applied to medical insurance
 - 13.1.5.2 .001 to .7959 benefit FTE: The prorated amount may be used for medical insurance only as provided under the provision of the insurance carrier(s).

- 13.1.7 The monthly provision may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District will identify the unutilized portion and distribute such amount, if any, on an FTE basis, to employees whose coverage exceeds the District contribution (pooling). The unutilized portion shall be computed by the District based upon the payroll for October, with adjustments made for changes in employee participation in group insurance programs. The new maximum monthly provision will be implemented beginning with the November payroll and continue through the October payroll, provided that in no case shall an employee receive more than the amount necessary to pay for District insurance programs selected by the employee. The District will provide contributions for optional benefit plans, in addition to basic benefits, only if:
 - 13.1.7.1 Each full-time employee included in the District's pooling arrangement is offered basic benefits, including coverage for dependents, without a payroll deduction for premium charge(s);
 - 13.1.7.2 Each full-time employee included in the pooling arrangement, regardless of the number of dependents receiving basic coverage, receives the same additional District contribution for other coverage or optional benefits; and
 - 13.1.7.3 For part-time employees included in the pooling arrangement, participation in optional benefit plans shall be governed by the

same eligibility criteria and/or proration of District contributions used for allocation for basic benefits.

- 13.1.8 The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established, administered and communicated to employees by the District without cost to the employees.
- 13.1.9 It is agreed that in the event of inability of an employee to work because of illness or a non-occupational accident, the District will continue its monthly medical, dental, vision, life and long term disability insurance payments for eligible employees, consistent with the sections above, for a period of three (3) months following expiration of sick leave, and if the employee desires to continue the benefit of this Health and Welfare plan, they may do so by making the required payments to the District. The employee must actually be incapacitated from work by such illness or non-occupational accident and shall, in fact, not be working elsewhere. (This benefit may not be added to paid benefits offered under Section 8.9 Family Medical Leave.)
- 13.1.10 Any employee who is on authorized unpaid leave may continue their dental, vision, life and medical insurance plan(s) via direct monthly payments to the District, if acceptable to the insurance carrier. Employees on such leave must make written arrangements with the Payroll Department.
- 13.1.11 Any employee who is on layoff status shall be allowed to continue their participation in District medical and/or dental programs via direct monthly payments to the District, to the extent provided by law and permitted by the insurance carrier(s). Such employees must make written arrangements with the Payroll Department.

13.2 Tax Sheltered Annuities

The District shall make a program available to employees for the purchase of tax sheltered annuities. Upon receipt of an employee's properly executed application to participate in such a program, the District shall purchase such annuities and deduct the cost of purchasing them from such employee's salary within the time limits prescribed by the District.

13.3 Liability Coverage

The District shall provide, on a fully paid basis, liability insurance for each employee in case of suit arising from or in the performance of their duties. Coverage shall be at a minimum of \$500,000.

13.4 Hold Harmless Policy

The District shall hold harmless and defend each employee from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing their duties as an employee in the District under the provisions of the District's liability policy, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

**ARTICLE XIV
IN-SERVICE AND PROFESSIONAL DEVELOPMENT**

14.1 Professional Development Registration and Release Time Fund

The District shall budget funds for the purposes of in-service training and professional development as noted herein.

The amount budgeted for each year of this Agreement is \$18,000. Should there not be a successful passage of a Maintenance and Operations levy, or should the District's levy capacity fall below 24.93 percent, the District may elect to reduce this amount to \$15,300 for any affected year. In developing both general procedures and specific authorizations for the allocation of these funds, the District will work with and seek input from designated representatives of the Association. The District will notify the Association President if any funds remain unallocated. The District and Association will work together to determine the use of unexpended funds.

14.1.1 The District will notify the Association by the March Labor/Management meeting of each year of the balance of the Professional Development fund.

14.1.2 Professional Development funds must be expended by September 30 of each year.

14.2 In-Service Training

Time will be set aside during the school year and during the regular work day for in-service training. In-service opportunities will be available to employees in each year. Times set for such training shall be mutually agreed to by the District and the Association. The number and type may vary annually, depending on the needs of the District and the interests of the employees and of the Association.

14.2.1 In-service activities may be established for individuals, specific groups of individuals or for all employees covered by this Agreement. Such activities may be required or may be voluntary. Specific subjects for voluntary in-service training will be jointly developed by the District and the Association. Types of activities may include: attending recognized vocational courses, purchasing job related training books, establishing appropriate courses within the District, purchasing recognized vocational courses or other activities which would be of mutual benefit to the employee(s) and the District. Professional training materials purchased with in-service funds become the property of the employee; professional training materials purchased with departmental funds remain the property of the District.

14.2.2 Any fees or registration costs for required in-service will be paid by the District. Any hours of in-service required by the District will be paid for by the District

at the employee's regular rate, or at the employee's overtime rate if appropriate, unless in-service is scheduled during the employee's regularly scheduled work hours, in which case the employee will receive their regular pay rate.

- 14.2.3 Employees may be required to participate in scheduled in-service activities on teacher work days when students are not present. Employees may decline to participate in any in-service not required by the District.

14.3 First Aid/CPR

First Aid/CPR training will be paid by the district for any member who is required to maintain certification by job description or board policy/procedure.

14.4 In-Service Planning and Development

The District and the Association will develop procedures and criteria which will increase the Association's involvement in both the planning for and authorization of specific in-service opportunities. Such increased involvement and authority could affect up to twenty-five percent (25%) of the Training Funds allocated in Section 14.1.

14.5 Training Hours and Stipends

- 14.5.1 Employees who have earned stipends through August 31, 2006, shall continue to be paid at the earned stipend(s) for the duration of their employment in the unit. Training hour stipends are separate from extra hours and regular pay.

Effective September 1, 2006, a new Renton School District Training Hours Program took effect.

- 14.5.2 The District shall recognize and acknowledge trainings through payment of training hours. The training hours hourly rate shall be equivalent to the RESP 1, Step 1 hourly rate. The individual maximum amount shall be \$1,200 per year. The parties shall review the expenditures at the next scheduled Labor/Management meeting following each payout.

- 14.5.2.1 Employees must submit verification of training hours by the first business day of October, January, April and July for payment on the last business day of said months. Training hours for the school year just concluded may not be submitted after the first business day of July. Upon separation from employment, employees have ten (10) business days to submit training hours for final payout. Training hours are separate from extra hours and regular pay. It is possible to earn both for preapproved activities.

- 14.5.2.2 The training hours program compensates employees for training

that is relevant to their current job responsibilities or is aligned with a desired career path within the District. Duplicate trainings should be taken with prior knowledge and approval of supervisor.

- 14.5.2.3 Training Hours may be submitted by the appropriate form, log or roster. Forms and logs are submitted by the employee and a training hour log must consist of a minimum of 1.0 hours. Training Hours rosters are submitted by the course provider. For trainings of 1.0 hour or less, an employee must attend the entire training to earn training hours. For trainings longer than 1.0 hour the employee must attend at least 1.0 hour to earn training hours.

ARTICLE XV
ASSOCIATION MEMBERSHIP

- 15.1 New employees who join the Association will complete an automatic payroll authorization for the amount of their membership dues. The District will deduct, without additional cost to the association or employee, the dues from each member's paycheck in even monthly installments and transmit them to WEA Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.
- 15.2 The Association shall submit the automatic payroll authorization to the District Payroll Office for processing. A deductions table shall be supplied to the District Payroll Office by the Association. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
- 15.3 The dues deduction and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. WEA will provide the District with timely notification. Upon notification of the intent to withdraw from the Association, the District will cease withdrawal of dues within thirty (30) calendar days receipt of the notice by WEA.
- 15.4 By September 1 of each school year, the Association shall give written notice to the District of the dollar amount of the current dues of the Association. Continuing Employees shall have their deductions for membership dues made in twelve (12) equal installments form each paycheck beginning in September.
- 15.5 Employees who sign a dues authorization form after September shall have deductions made in equal amounts for the remainder of their Employee Contract year. These deductions shall be a pro rata share of the current year's dues.
- 15.6 The District will provide the Association access to new employees for the purpose of presenting information about the Association. This access will take place within ninety (90) days of the employee's start date, for no less than thirty (30) minutes. This access will normally be provided during the new employee orientation, or within the employee's regular work hours and at a location mutually agreed upon between the District and the Association. As soon as possible prior to the orientation, the District shall provide to the Association a list of the new employees with their full name, phone number, address, work location, and position with hours.
- 15.7 The Association agrees to indemnify, defend, and hold the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Article V, including reimbursement for any legal fees or expenses incurred in connection therewith. If, in the opinion of the Association, the District is attempting

to encourage or promote claims against the Association, the Association reserves the right to name the Board's attorney(s) in the claim, demand, suit, or other form of liability.

**ARTICLE XVI
GRIEVANCE PROCEDURE**

16.1 Scope

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over:

16.1.1 The interpretation and application of this Agreement.

16.1.2 The interpretation and application of specific written District Policy, Rules and/or Regulations.

16.1.3 Definitions

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written District Policy, Rules and/or Regulations.

A grievant is an individual employee represented by the bargaining unit. When appropriate, the District and the Association may agree to consolidate the grievances of two (2) or more grievants and process them as one (1) grievance.

16.1.4 Resolutions

Employees may request confirmation and/or signature by appropriate Association officials prior to the implementation of grievance resolution.

16.1.5 The grievant(s) shall have the right to Association representation at all steps of this procedure and/or at any related meetings at which the grievant(s) is present.

16.2. Grievance Steps

16.2.1 Informal Discussion(s):

The employee's concerns will be presented orally by the employee to the appropriate supervisor. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues to create a climate which will lead to resolution of the problem. If the employee is not satisfied with the informal discussion(s) relative to the matter in question, they may proceed to the formal grievance procedure Step One.

16.2.2 Step One

An employee shall commence the grievance procedure by filing a written

grievance with the appropriate supervisor and the Association President. If there is a question as to the appropriate supervisor, the Human Resources Department will decide. A written grievance must be submitted within twenty (20) working days of the date that the employee first had actual knowledge of the grievable act, and must contain, at a minimum, the following data:

- A. The nature of the grievance;
- B. The sections of this Agreement or the District Policy, Rules and/or Regulations allegedly violated;
- C. The specific remedy sought.

Grievances must be signed and dated by the grievant. Within ten (10) working days receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.

16.2.3 Step Two

If the grievance is not resolved to the employee's satisfaction at Step One, the grievant may, within ten (10) working days after the last day the supervisor has to respond in Step One, submit the grievance to the Superintendent or designee. Within ten (10) working days receipt of the written grievance, the Superintendent or designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines at this level up to ten (10) working days. Both the grievant and the Association shall be notified of the date, time and place of the hearing. The employee shall be entitled to Association representation at the hearing. Within ten (10) working days after the hearing, the Superintendent or designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

16.2.4 Step Three-A

If the grievance is not resolved at Step Two, the Association may, within thirty (30) work days after receipt of the written response from Step Two, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines.

16.2.4.1 The arbitrator shall limit their decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of this Agreement.

16.2.4.2 There shall be no appeal of the Arbitrator's decision if within the scope of their authority. It shall be final and binding on the Association, the employee(s) involved and the District.

16.2.4.3 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other.

16.2.4.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in subsection 16.2.4.1. above.

16.2.5 Step Three-B

If the grievant is not satisfied with the resolution at Step Two, and the Association believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of a specific written District Policy, Rules and/or Regulations, they may, within thirty (30) calendar days receipt of the written response from Step Two, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

16.2.5.1 The Board may employ a Hearing Officer to hear the case in its stead.

16.2.5.2 The Board may hear the case itself.

16.2.5.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.

16.2.5.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.

16.2.5.5 The Secretary of the Board shall, within ten (10) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the Association, if appropriate.

16.3 Grievance or arbitration discussions shall take place whenever possible on school time.

16.4 The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

16.5 The timelines provided in this Article shall be strictly observed, unless extended by agreement of the parties. Failure of the grievant to proceed within the timelines provided above shall result in dismissal of the grievance. Failure of the District or its officials to comply with answers or action within those same timelines shall entitle the grievant to a resolution favorable to the employee as requested by the employee.

- 16.6 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the employee.
- 16.7 No member may bring a grievance to arbitration without approval of the Association.

ARTICLE XVII
SALARIES AND EMPLOYEE COMPENSATION

17.1 Salary Basis

Each employee shall be paid according to their proper salary classification as set forth in Appendix A. Should the State authorize and fund an amount for classified salaries higher than the amounts shown below, the District will improve the salary schedule to cause the total salary increase (increments plus percentage allocated to schedule improvement) to reach the percentage allocated in the State Appropriations Act. Salaries listed are based upon a 260-day, 8-hours-per-day work year. See Salary Schedule in Appendix A.

17.2 Salary Provisions

17.2.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. The District will annualize an employee's regular wages. Said wages will be paid in twelve (12) equal installments on or before the last work day of the month.

17.2.2 Salaries contained in Appendix A shall be for the entire term of this Agreement. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

17.2.3 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case, not later than the second regular pay day.

17.2.4 Completed qualified work experience will be calculated as of the first day of school and used for salary placement in the given year. Experience calculation is based on the employee's work calendar for their position. Employees will be placed on the salary schedule as follows:

- A. 0.0-1.79 years of experience = Step 1
- B. 1.80 -3.79 years of experience = Step 2
- C. 3.80- 5.79 years of experience = Step 3
- D. 5.80 or more years of experience = Step 4

Experience for work in public schools will be granted for prior classroom experience for paraeducator positions or for prior office experience for office

positions. Employees with prior experience in both classroom and office positions will be credited for the specific time worked in each position and applied specifically to the paraeducator or office position and may not be combined.

17.2.5 Step placement shall be retained during all transfers, promotions and reclassifications.

17.2.6 An employee who moves to a different classification shall remain at the same increment step. An employee who is involuntarily reclassified to a lower pay classification and whose salary exceeds the salary of the new classification shall be grandfathered at her/his current salary until the salary schedule is equal or greater than the grandfathered salary.

17.3.7 If a classification review results in pay reclassification, the new pay rate will be retroactive to the date the completed job analysis questionnaire was received by Human Resources.

17.2.8 Any employee who is interested in working an additional assignment may apply for a position in another classification. If selected, the employee shall be paid for the hours worked in each classification at the appropriate hourly rate for that classification.

17.2.9 Regular employees who work substitute assignments in other work locations shall be paid their regular hourly rate for those hours worked.

17.2.10 Any employee required to return to work on call back or required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.

17.2.11 Employees required to remain overnight on District business shall be reimbursed for room, board and travel expenditures.

17.2.12 The deduction of payroll savings to a bank or credit union of the employee's choice shall be made monthly after the amount has been authorized.

17.3 Bilingual Stipend

Bilingual Stipend: A five percent (5%) bilingual stipend is awarded to an employee whose current classification does not require the use of a second language, but the employee uses a second language on the job when the District determines that the language usage is sufficient to qualify for a stipend. Such determination will be based upon the following conditions:

1. The position requires that the employee use bilingual skills regularly to perform their work; and
2. The classification specification for the employee's classification does not require bilingual skills for all incumbents of that classification; and 3. The employee demonstrates a proficiency in the second language, according to procedures established by the District.

ARTICLE XVIII
TERM AND SEPARABILITY OF PROVISIONS

- 18.1 The term of this Agreement shall be September 1, 2019-August 31, 2021.
- 18.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.
- 18.3 Either party may reopen the Agreement for compensation in the event:
 - 18.3.1 The State or Federal Government appropriates or decreases funds for wages, benefits, working conditions or significantly changes funding.
 - 18.3.2 The State or Federal Government authorizes additional or decreases local levy authority specifically for the purpose of granting increased or decreased compensation, benefits and/or supplemental benefits.
 - 18.3.3 Legislation significantly changes classified staff salaries.
- 18.4 This Agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein.
- 18.5 If any provision of this Agreement shall be found by a court of law, PERC or other government regulatory agency to be contrary to law, then only that provision shall be deemed invalid. All other provisions shall continue in effect. Collective bargaining may be initiated at the request of either party to change any such provisions deemed invalid.

ARTICLE XIX
NO STRIKE PLEDGE

The Association and the District recognize and agree that strikes are not conducive to harmonious working relations and may be disruptive to the educational process and should not occur. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the District operations. The Association, therefore, agrees there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the employees. The Association further agrees not to honor, or to encourage employees in the bargaining unit to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other District employee organization. The District agrees there shall be no employee lockout.

SIGNATURE PAGE

Signed this ____ day of ____.

For the District

/s/ Damien Pattenau
Secretary, Board of Directors

/s Laurie Taylor
Chief Negotiator

For the Association

/s Valisia Simpson
RESP President

/s/ Patty Mate
RESP Bargaining Chair

/s/ Karen Kawamoto
Negotiating Team Member

/s/ Jewlie Hagen
Negotiating Team Member

APPENDIX A
RENTON EDUCATION SUPPORT PROFESSIONALS ASSOCIATION (RESP)
SALARY SCHEDULE SEPTEMBER 1, 2019-August 31, 2021

Salary for 2019-2020:

(7% increase from 2018-2019)

	Step 1	Step 2	Step 3	Step 4
RESP 1	\$22.23	\$22.58	\$23.26	\$23.61
RESP 2	\$23.80	\$24.14	\$24.87	\$25.25
RESP 3	\$24.10	\$24.46	\$25.20	\$25.58
RESP 4	\$26.75	\$27.15	\$27.97	\$28.39
RESP 5	\$29.69	\$30.14	\$31.05	\$31.52

Salary for 2020-2021:

(3% increase from 2019-2020)

	Step 1	Step 2	Step 3	Step 4
RESP 1	\$22.90	\$23.28	\$23.96	\$24.32
RESP 2	\$24.51	\$24.86	\$25.62	\$26.01
RESP 3	\$24.82	\$25.19	\$25.96	\$26.35
RESP 4	\$27.55	\$27.96	\$28.81	\$29.24
RESP 5	\$30.58	\$31.04	\$31.98	\$32.47

Increment movement is described in Section 17.2.4

Longevity Stipend:

- Any employee who has between 10 and 14 years of seniority on September 1st shall receive an annual longevity stipend of 2%.
- Any employee who has between 15 and 19 years of seniority on September 1st shall receive an annual longevity stipend of 2.5%.
- Any employee who has between 20 and 24 years or more of seniority on September 1st

shall receive an annual longevity stipend of 3%.

employee who has 25 years or more of seniority on September 1st shall receive an annual longevity stipend of 3.5%.

- Employees whose hire date is later than September 1st shall receive a prorated portion of the annual stipend in its initial year.

The substitute hourly rate shall be \$1.00 less than the RESP 1, Step 1 hourly rate.

APPENDIX B
RESP Positions by Classification 12/14/18

	Paraeducator Classroom Support Highly Qualified Required	Schools: Office/Building Support	KEC: Office/Clerical
RESP 1	Audiology ISS/Interventionist Library Paraeducator 1	Building Support Office-Clinic Assistant	Print Shop Specialist
RESP 2	Paraeducator 2 Paraeducator 2 Itinerant Preschool Paraeducator (HQ not required)	Health Services Assistant	
RESP 3	Vision Program	Child Find Office Specialist Counseling/Registrar Specialist Middle School ASB/AP Specialist Secondary Attendance Specialist SPED Clerical Support	CTE Support Specialist Curriculum, Instruction and Assessment Specialist Instructional Materials Specialist Receptionist/HR Specialist SpEd Data Specialist SpEd Support Specialist Substitute Office Specialist Truancy Specialist
RESP 4		Secondary Registrar School Admin Assistant Tech Resource Specialist	Custodial Admin Assistant DLT Admin Assistant ELL Support Specialist Facilities Admin Assistant Instructional Materials Admin Assistant Nutrition Services Admin Assistant Safety & Security Admin Assistant Science Materials Specialist SpEd Records Compliance Monitor Technology Admin Assistant Transportation Admin Assistant
RESP 5		Office Manager	Categorical Programs Budget Support Specialist CTO Admin Assistant HR Generalist Student Information Specialist SpEd Budget Support Specialist

**APPENDIX C
RESP Evaluation**

**Performance Appraisal
Renton School District Classified Staff**

Employee: _____ Date: _____

Job Title: _____ Location: _____

Evaluation Period (date range): _____ Evaluator _____

Type of review: 90 Day Annual

Ratings and Definitions

Exceeds Expectations	Consistently and frequently exceeds expectations. Performance is above what is normally expected for the position.
Meets Expectations	Consistently meets the expectations of the position. Performance is as expected and sometimes beyond expectations. Day-to-day performance is consistent and the individual consistently works independently with an appropriate amount of supervision. Performance is appropriate for the level of experience.
Does Not Meet Expectations	Consistently fails to meet expectations for the position. Immediate and substantial improvement is necessary.

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Knowledge, Skills & Abilities re: Job Description Executes job performance responsibilities as indicated in job description.				
Planning/Organization/Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities. Utilizes resources efficiently and effectively.				
Dependability Promptly and reliably reports to duty, works their full shift, cares for property, and carries out instructions.				

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Collaboration/Interpersonal Skills Builds constructive and effective relationships; demonstrates an understanding of the value of providing high quality service; demonstrates cooperation and teamwork.				
Communication Demonstrates ability to communicate and relate effectively with:				
❖ Students				
❖ Staff				
❖ Community				
Student Interactions Contributes to student environment by understanding routines and procedures while demonstrating professional behavior and demeanor.				
Critical Thinking/Problem Solving/Judgment Demonstrates ability to analyze situations, assess problems and make appropriate decisions.				
Initiative Strives for continual professional growth; demonstrates self-reliance and takes responsibility for work with minimal supervision.				
Quality of Work Produces accurate, thorough, professional work. Monitors process, progress, and results and adjusts as needed.				

Optional Self-Reflection received and reviewed: <input type="checkbox"/> Yes <input type="checkbox"/> No
For Paraeducators: Teacher input form received and reviewed: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach form
Evaluator Statement of Overall Performance and Recommendations Ratings of Exceeds or Does Not Meet Expectations require comments with specific examples.

If temporary assignment, recommend for rehire? <input type="checkbox"/> Yes <input type="checkbox"/> No
Employee Comments

Goals for Next Review Period (Optional)

Evaluator Comments/Suggestions
Employee Comments/Suggestions

Employee Acknowledgement: I have read and had an opportunity to discuss this evaluation with my supervisor. My signature does not necessarily indicate agreement. I have received a copy of this evaluation.
Employee Signature Date
Evaluator Acknowledgement: I have discussed this evaluation with the employee.
Evaluator Signature Date

APPENDIX D
RESP Employee Self-Reflection

Optional – Submit to Supervisor prior to annual evaluation

Employee: _____ Date: _____

Job Title: _____ Location: _____

Evaluation Period (date range): _____ Evaluator _____

Instructions: Employees have the option of providing self-reflection on their professional practice to their supervisor prior to the annual evaluation. The self-reflection can be on all or some of the Evaluation Criteria/Expectations. The Supervisor will consider input from the employee self-reflection when completing the annual evaluation. For your information, these are the ratings and definitions your supervisor will use for your annual Performance Appraisal.

Ratings and Definitions

Exceeds Expectations	Consistently and frequently exceeds expectations. Performance is above what is normally expected for the position.
Meets Expectations	Consistently meets the expectations of the position. Performance is as expected and sometimes beyond expectations. Day-to-day performance is consistent and the individual consistently works independently with an appropriate amount of supervision. Performance is appropriate for the level of experience.
Does Not Meet Expectations	Consistently fails to meet expectations for the position. Immediate and substantial improvement is necessary.

Criteria/Expectations – You are encouraged to share examples of your work in these areas.

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Knowledge, Skills & Abilities re: Job Description Executes job performance responsibilities as indicated in job description.				
Planning/Organization/Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities. Utilizes resources efficiently and effectively.				

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Dependability Promptly and reliably reports to duty, works their full shift, cares for property, and carries out instructions.				
Collaboration/Interpersonal Skills Builds constructive and effective relationships; demonstrates an understanding of the value of providing high quality service; demonstrates cooperation and teamwork.				
Communication Demonstrates ability to communicate and relate effectively with:				
❖ Students				
❖ Staff				
❖ Community				
Student Interactions Contributes to student environment by understanding routines and procedures while demonstrating professional behavior and demeanor.				
Critical Thinking/Problem Solving/Judgment Demonstrates ability to analyze situations, assess problems and make appropriate decisions.				
Initiative Strives for continual professional growth; demonstrates self-reliance and takes responsibility for work with minimal supervision.				
Quality of Work Produces accurate, thorough, professional work. Monitors process, progress, and results and adjusts as needed.				

Employee Comments

--

Goals for Next Review Period (Optional)

--

Trainings I would like to take next year (Optional)

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APPENDIX E
RESP Classroom Teacher Input to Paraeducator Annual Evaluation

Optional – Submit to Supervisor by May 1

Paraeducator: _____ Date: _____

Teacher Providing Input: _____ Location: _____

School Year: _____ Evaluator _____

Instructions: Classroom teachers who work directly with paraeducators have the option of providing input on the paraeducator’s professional practice to the supervisor prior to the annual evaluation. The input can be on all or some of the Evaluation Criteria/Expectations. The Supervisor will consider input from the classroom teacher when completing the annual evaluation. This input form will be attached to the paraeducator’s annual evaluation.

Ratings and Definitions

Exceeds Expectations	Consistently and frequently exceeds expectations. Performance is above what is normally expected for the position.
Meets Expectations	Consistently meets the expectations of the position. Performance is as expected and sometimes beyond expectations. Day-to-day performance is consistent and the individual consistently works independently with an appropriate amount of supervision. Performance is appropriate for the level of experience.
Does Not Meet Expectations	Consistently fails to meet expectations for the position. Immediate and substantial improvement is necessary.

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Knowledge, Skills & Abilities re: Job Description Executes job performance responsibilities as indicated in job description.				
Planning/Organization/Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities. Utilizes resources efficiently and effectively.				
Dependability Promptly and reliably reports to duty, works their full shift, cares for property, and carries out instructions.				

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Collaboration/Interpersonal Skills Builds constructive and effective relationships; demonstrates an understanding of the value of providing high quality service; demonstrates cooperation and teamwork.				
Communication Demonstrates ability to communicate and relate effectively with:				
❖ Students				
❖ Staff				
❖ Community				
Student Interactions Contributes to student environment by understanding routines and procedures while demonstrating professional behavior and demeanor.				
Critical Thinking/Problem Solving/Judgment Demonstrates ability to analyze situations, assess problems and make appropriate decisions.				
Initiative Strives for continual professional growth; demonstrates self-reliance and takes responsibility for work with minimal supervision.				
Quality of Work Produces accurate, thorough, professional work. Monitors process, progress, and results and adjusts as needed.				

Specific examples of the paraeducator's work:

Teacher Signature	Date
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MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Support Professionals (RESP)
Regarding Retroactive Payment for 2019-2020 School Year

We the undersigned, on behalf of RSD and RESP agree as follows:

The District will pay retroactive base salary increases to September 1, 2019, beginning in the October 2019 pay warrant and spread equally through the August 2020 pay warrant.

Retroactive base pay for the longevity stipend will begin with the October 2019 pay warrant and be spread equally through the August 2020 pay warrant.

The District will pay retroactive non-base salary (i.e.: time sheets) increases to September 1, 2019 in a lump sum no later than the December 2019 pay warrant.

/s/ Laurie Taylor

/s / Valisia Simpson

For the District

For the Association

/s/

/s/

Date

Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Support Professionals (RESP)

Career Pathways

The District and the Association recognize that some unit members desire opportunities for career advancement within the District. It is the intent of the parties to expand opportunities for education, training, experience, and access for members to assist in meeting the minimum qualifications for positions in the areas in which they are interested. The parties agree that development of alternative pathways for qualification for positions is viable means for employees to have opportunities to advance to more responsible positions. Therefore a joint committee will be established to:

- Gather information regarding employee interests;
- Identify alternative pathways;
- Assess feasibility, including impacts and costs of those alternative pathways; and
- Development recommendations for implementation for submission to the Assistant Superintendent of Human Resources.

The initial meeting of the committee will take place no later than February 1, 2020. It is anticipated that the work of the joint committee will be completed by May, 2020.

/s/ Laurie Taylor

/s/ Valisia Simpson

For the District

For the Association

Date

Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Support Professionals (RESP)

Classification and Review and System

We, the undersigned, on behalf of the Renton School District (“District”) and the Renton Education Support Professionals (“Association”) agree to initiate a review of unit job classifications for the purpose of updating job descriptions, developing a recommendation for the number of classifications and initiation of a market survey. The District and Association will convene a joint committee tasked with completing the review of job classifications and job descriptions, with an initial meeting no later than February 1, 2020. It is the intent of the parties that the review of job classifications and job descriptions will be initiated during the 2019-2020 school year in preparation for a market survey to be conducted in the 2020-2021 school year, with implementation of the new system to be bargained in the successor contract.

/s/ Laurie Taylor

/s/ Valisia Simpson

For the District

For the Association

Date

MEMORANDUM OF UNDERSTANDING

**By and Between
Renton School District
And
Renton Education Support Professionals (RESP)**

Paraeducator Fundamental Course of Study MOU

The District and the Association agree to the following regarding the required 2 days (14 hours) of Professional Development training of the Fundamental Course of Study for Paraeducator Certification curriculum adopted by the 2019 Legislature for the 2019-20 school year:

1. The fourteen (14) hours of training will be scheduled on November 8, 2019 and March 16, 2020 as mandatory workdays for all paraeducators. Make up days will be offered on June 18 and 19, 2020.
2. The trainings will be scheduled from 8:00 am to 3:30 pm, inclusive of a thirty (30) minute duty free lunch, with seven (7) hours of training provided each day.
3. Employees shall be paid time and a half their hourly rate for the two (2) days of training, a total of fourteen (14) hours of training, to be paid in the December 2019 pay warrant for the November 8 training and in the April 2020 pay warrant for the March training. Unit members may also earn training hours for attending the training.
4. WEA trained cadre members will provide the training for RESP unit members.
5. This agreement is for the 2019-2020 school year only.
6. For the 2020-2021 school year, two (2) days will be added to paraeducator contracts for the mandatory training for the Fundamental Course of Study requirements.

/s/Laurie Taylor

/s/ Valisia Simpson

Date

Date

MEMORANDUM OF UNDERSTANDING

**By and Between
Renton School District
And
Renton Education Support Professionals (RESP)**

Employees less than 630 hours

There are RESP employees currently receiving benefits under Article 13, Insurance Benefits, who may become ineligible to receive such benefits under the School Employees Benefits Board. The parties agree that the District will contact such impacted employees for a face to face meeting with a RESP representative and District representative to discuss the potential impact as well as possible alternatives to continue to receive benefits. Such meetings will take place before November 8, 2019. Every effort will be made to keep impacted employees at their current worksite if that is the employee's preference.

/s/ Laurie Taylor

/s/ Valisia Simpson

Date

Date

MEMORANDUM OF UNDERSTANDING
By and Between
RENTON SCHOOL DISTRICT (RSD)
And
RENTON EDUCATION SUPPORT PROFESSIONALS ASSOCIATION (RESP)
Regarding
Transition to School Employees Benefits Board, Insurance Premium Payments and Pooling
Distribution(s)

We, the undersigned, on behalf of RSD and RESP agree as follows:

1. Effective January 1, 2020 the District will be required to provide health insurance and other benefits including, but not limited to; Dependent Care Assistance Program, life insurance and accidental death and dismemberment insurance, long-term disability insurance and Medical Flexible Spending Arrangement to all employees through the School Employees Benefits Board (SEBB). The District will comply with the SEBB requirements as set out in state law and Health Care Authority (HCA) rules and regulations, these include but are not limited to the following: Eligibility requirements; Plan offerings, premium rates and employee contributions and District payments for employer contribution(s).
2. RSD will deduct employee premium payments for insurance provided through the School Employees Benefits Board beginning with the December, 2019 payroll.
3. RSD will distribute \$250.00 to each RESP employee employed with the District as of 12/1/2019. This amount reflects \$152.99 excess health insurance pooling, \$40.38 excess vision insurance pooling and \$56.63 pooling enhancement funded by RSD.
4. The District will continue the practice of deducting employee premium payments one month in advance. Any employee eligible for benefits who terminates the employee/employer relationship after the 15th of the month shall continue to receive benefits for one month after their final month of employment. When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation date. Absent a waiver, the separation date will be

August 31.

5. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes significant changes to the insurance coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent permitted by law. In addition, the parties agree to meet on a regular basis to assess the impact of the transition in order to minimize and mitigate negative impacts on employees and work to reach mutual agreement on resolution to identified challenges or impacts.

6. This agreement resolves all issues related to the transition to the SEBB, scheduling of employee insurance premium payments and distribution of pooling funds.

/s/ L. Taylor

/s/ V. Simpson

For the District

For the Association

/s/

/s/

Date

Date

**Memorandum of Understanding
Between the Renton School District
and the Renton Education Support Professionals**

Agreements Related to Changes in Working Conditions and School Operations Due to Coronavirus/COVID-19 within the 2020-21 school year.

Renton School District (District) and Renton Education Support Professionals (RESP), the "parties", share an interest in maintaining the health and safety of all members of our Renton School community. Any agreement reached between the parties shall apply to all RESP represented employees. The impact of the coronavirus pandemic continues to result in widespread concern across the community regarding the potential of continued spread of the virus. We will continue to review the guidelines of Public Health, Seattle and King County and the Office of Superintendent of Public Instruction (OSPI).

Now therefore, the parties agree to the following:

1. Compensation: For the 2020-21 school year RESP employees shall continue to be compensated per the Collective Bargaining Agreement (CBA) at their currently assigned hours, unless impacted by displacement or other similar conditions that cause reduced staffing levels.
2. Benefits: Individuals who are eligible for benefits under the provisions of the RESP Collective Bargaining Agreement shall maintain their benefits unless impacted by displacement or other similar conditions that cause reduced staffing levels.
3. Duties:
 - A. Parties agree to support student learning and growth, while practicing recommended safety precautions, following the Department of Health (DOH) and L&I guidelines.
 - B. Employees will be given the option to work remotely even though some may choose to work in the building. For assignments and/or work that cannot be done remotely, those employees will perform duties at their assigned District site.
 - C. Employees denied the opportunity to work remotely will first seek solutions with their supervisor.
 - D. In the event the situation is not initially resolved, the employee may invite their union representative to a solution centered meeting with the supervisor.
 - E. Supervisors will work to provide employees a minimum of one days' notice before they are asked to report to a building for in-person work.
 - F. Supporting families and the public will be done on an appointment basis while limiting the number of guests.
 - G. Meetings, training and professional development opportunities shall be held virtually whenever possible during in-home learning.
 - H. Any significant changes to performing duties consistent with job descriptions will be discussed by the parties prior to implementation through the existing labor management process.

- I. While in remote learning, Instructional Paraeducators will work in partnership with their certificated teacher. Instructional paraeducators will not be required to provide in person services without a certificated team member present.
4. Leaves:
 - A. Those who are considered to be in high-risk categories, can work with their supervisor to seek any and all options for alternative work arrangements prior to exhausting options and taking any available leave.
 - B. Should high risk employees, as defined by Public Health - Seattle & King County, be unavailable to perform the duties of his/her assigned position, regular leave provisions apply. Employees may view available leaves on the district website at <https://www.rentonschools.us/employment/leaves>
 5. Schedules: To provide the best support of student learners, some employees may experience a slight shift to their start/end work time of their assigned hours given the district's [Reopening Plan 2020-21 School Year](#) during in-home learning where the student day is held within a window of; for example 8:30AM - 3:30PM.
 6. Paraeducator Fundamental Course of Study (FCS): The District will provide access to the remaining FCS training from the 2019-2020 school year and compensation shall be as previously negotiated in the CBA. FCS for the 2020-2021 school year will be determined through labor management meetings and as outlined through OSPI and or PESB.
 7. Communication:
 - A. The district will provide updates regarding district and school operations as new information becomes available.
 - B. The District shall notify RESP leadership and all building staff of any known confirmed case of COVID-19 in their building or any facility they work in as soon as reasonably possible; but not later than 24 hours following receipt of notice.
 8. The parties agree to meet on an as needed basis to resolve any issues that arise from either this MOU or the ever changing COVID-19 impacts.
 9. Face Coverings/Masks: The District shall provide each RESP represented employee twenty-five dollars (\$25) to purchase appropriate cloth face coverings. This one-time allocation, payable on the October pay warrant, is for active employees, and does not require receipt or proof of purchase. The District will provide disposable face coverings for incidental use to employees as needed. Newly hired RESP employees will also be eligible for the one-time payment if hired during the time that face coverings are still required.

This MOU shall be in effect during the 2020-21 school year until such time as school for staff and students has resumed in the traditional setting (i.e., in-person) but no later than August 31, 2021. All other provisions of the Collective Bargaining Agreement shall remain in full effect. This MOU is not precedent setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this 11 day of September, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

/s/ Valisia Simpson
Valisia Simpson, RESP President

/s/ Damien Pattenaude
Damien Pattenaude, RSD Superintendent

**Health and Safety Memorandum of Understanding for the 2020-2021 School Year Between
Renton Education Association (REA)
Renton Education Support Professionals (RESP)
Renton Professional Technical Association (RPTA)
And Renton School District**

Whereas COVID-19 continues to create a public health emergency that substantially affects the wages, hours, and working conditions of Association members;

And whereas it is the duty of the District to provide safe and equitable learning conditions for all students, specifically students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services, the parties agree to the following:

I. Employee Health Precautions

1. **Face Coverings:** All employees, students, and building visitors shall wear a CDC recommended face covering while in any shared space, except:
 - those with a disability that would prevent them from comfortably wearing or removing a face covering
 - those with respiratory conditions that would prevent wearing face covering, or trouble breathing as per CDC exceptions
 - those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person
 - those who are unable to wear a mask properly, as described above, should have adaptations and alternatives to limit the spread to the same level as a face covering

While this is consistent with current CDC guidance, it may be subject to change, in keeping health and safety as a priority.

- a) The District shall provide disposable face coverings for all employees that meet or exceed the level of risk as determined by Labor and Industries (L&I) guidelines. If a position has varying levels of risk, the appropriate personal protective equipment will be provided and used when in the high-risk environment while using the appropriate lower-risk personal protective equipment in lower-risk environments.
- b) Employees may choose to provide their own face coverings so long as they meet L&I guidelines.
- c) Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective

equipment (PPE), including but not limited to masks and gloves, as described by the L & I, the DOH, and the CDC.

2. **Additional Safeguards:** Employees whose duties consistently involve a high volume of in-person contact, may submit a written request for consideration of workspace polycarbonate installation to their supervisor. Employees whose request is denied will be given the reasoning and next steps by their supervisor in writing.
3. **Employees in High-Risk Categories:** Employees in high-risk categories, as defined by the CDC, shall self-identify no later than 5 work days after notification of a return to in-person instruction.
 - a) As students return to in-person learning and staff are assigned to return to work on-site, staff who qualify as high-risk according to the CDC will receive priority consideration for the available remote work. RSD will attempt to first assign staff who volunteer and those who do not qualify as high risk. Those living with or acting as primary caregiver for someone at high-risk will be allowed to request consideration to remain remote as long as possible, if remote work is available.
 - b) Employees do not have to provide personal health information but may be required to sign an affidavit affirming that they are in a high-risk category. RSD will first attempt to assign volunteer staff from the same school site. If there are insufficient staff within the building who are not high risk, staff districtwide will be asked to volunteer. If there are no volunteers, those living with or caring for a high risk person from within the building will be assigned, followed by those who are personally high risk.
 - c) While the intention is to work collaboratively to support staff needs, the district reserves the right to staff according to need.
4. **Health Screenings:** Prior to entering any school facility, students will be screened for COVID-19 symptoms and will have their temperature checked by District personnel. For employees, this may be through a self-temperature check and daily electronic attestation. Students and employees displaying COVID-19 symptoms will be sent home. Attestation forms will be provided in home languages, whenever possible, while consistent with district policy.
 - a) Employees assisting with health screenings shall be provided all appropriate PPE by the District, as described by the DOH, CDC, and L&I.
 - b) No student who has been determined as needing to isolate will be transported in a vehicle that does not allow for six (6) feet of social distancing.
 - c) Employees who are in a circumstance which results in a need to change PPE will be provided time to do so up to 15 minutes.
 - d) After section 3, "Employees in High-Risk Categories" has been followed, in order to avoid assigning high risk employees to supervise health screening students, if other

employees who are not high risk are available in the building, they will be assigned to assist with health screenings before those who are high risk.

5. **Physical Distancing:** Capacity for students and employees in any facility and/or classroom will follow Department of Health guidance. Spaces will be designed with students assigned to stations that are at least six feet apart. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling.
 - a) Prior to the determination of classroom capacity, a district hosted meeting will be held with the following representatives to collaboratively determine parameters for classroom capacity. If the team is unable to reach agreement, the district reserves the right to make final determination on the parameters.
 - 1) one (1) representative from REA and RESP from each of the following groups:
 - i. Preschool
 - ii. Elementary
 - iii. Middle School
 - iv. High School
 - v. Specialists
 - vi. Special Education
 - vii. Specialty schools
 - 2) 2 RPTA representatives
 - 3) Representatives will be selected by each bargaining unit's president.
 - b) Members of all bargaining units will be notified in writing and provided the opportunity to review classroom capacity plans, once capacity plans are determined, but no later than 15 work days prior to the students returning in-person.
 - c) No later than 3 work days after notification, if an employee has concerns about the classroom capacity, they will discuss the concerns with their supervisor.
 - d) The supervisor will have 2 work days to resolve the concern. If the concern is not resolved, the employee will immediately appeal in writing to the Deputy Superintendent with notification to their union president, no later than 10 work days prior to the return of students.
 - e) Union presidents will have 2 work days to provide written input to the Deputy Superintendent.
 - f) The Deputy Superintendent will make a final determination within 2 work days of receiving input from the union president, which will be no later than 5 days prior to students returning in-person.
 - g) Employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering, will be provided training prior to the start of the

requirement. Training may be remote or include the student on their first day (e.g., tube feeding).

6. **Handwashing:** The District shall provide adequate facilities and supplies for employee and student handwashing as required by Department of Health and L&I guidelines.
7. **Students and Employee with COVID-19 Symptoms:** Exclusion of students and employees from facilities will follow [Public Health Seattle & King County Screening Flow Chart](#) Guidance.
 - a) Classrooms and other facilities used by a student or employee who has COVID-19 symptoms shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
 - b) The District shall provide an isolation room at each site for students and staff showing COVID-19 symptoms until the sick person can leave. This room shall be designated specifically for this purpose. Staff providing supervision shall be provided appropriate PPE for working with people with COVID-19 symptoms. Employees who are in a circumstance which results in a need to change PPE will be provided time to do so up to 15 minutes.

8. **Exposure to COVID-19:**

Notification of exposure -

Employees who are exposed at work to a confirmed case of COVID-19 or to a person who cannot go to their school/worksites based on the [PHSKC C19 symptom flow chart](#) (scenarios 4, 6 and 7 as you read from left to right) shall be notified by the District as soon as reasonably possible, but no later than the next school day, or within twenty four (24) hours of the District becoming aware of a positive case.

- a) Human Resources shall notify the president(s) and the UniServ Director of any known confirmed case of COVID-19 in their building or any facility their employees work in as soon as reasonably possible; but not later than 24 hours following receipt of notice.
- b) The Supervisor shall notify building employees of any known confirmed case of COVID-19 in their building as soon as reasonably possible; but not later than 24 hours following receipt of notice.

Quarantine and isolation -

- c) If an employee is medically required to quarantine based on [PHSKC C19 symptom flow chart](#) Guidance, they will be provided the opportunity to work remotely if work is available.
- d) In the event an employee is required to quarantine and remote work is not an available option, see Section II: Leaves Available for In-Person Learning Environments.

9. **Meetings:** Meetings, including professional development, of groups of more than five (5) people shall be provided remotely. On non-student contact days, no employee shall be required or expected to report to any district facility for employee meetings and professional development. Meetings of fewer than five (5) people must be held in spaces where social distancing is possible.
10. **Routine Cleaning of Facilities:** The District shall provide support to clean all common surfaces used by students and employees in between use of different students.
11. **Training and Professional Development:** All employees shall complete Health and Safety training on COVID-19 health and safety precautions prior to the first student contact day. After the training, employees will have multiple opportunities to participate in a live Questions and Answer period prior to the start of in-person instruction. Employees hired after the start of school shall receive this training prior to their first day with students. Training will be provided within an employees' workday.
 - a) Ongoing training will be available as guidance changes.
 - b) With reasonable notice, interpreters shall be provided at request of the employee.
 - c) Live training shall be provided at request of the employee.
12. **Communication:** Prior to students returning to in-person learning, staff, students and their families will receive communication regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication will be provided in the home languages of EL groups, whenever possible, while consistent with district policy.
13. **Supervision for compliance:** The District shall designate a Site COVID-19 Coordinator to monitor the health of employees and enforce COVID-19 job site safety. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as a Site COVID-19 Coordinator.
14. **Safety and Discipline in Relation to In-Person Instruction:** Ensuring the safety and health of students and employees shall be the district's first priority. Students and staff shall be expected to follow all safety protocols.
 - a) The District shall design and/or provide appropriate student expectations for safety protocols.
 - b) Students who come to school without a CDC recommended face mask will be provided a disposable one.

- c) The District will provide age and culturally appropriate curricular resources that staff can use to teach students about proper practices for face-coverings, hygiene, and physical distancing within the first week of school.
- d) Students new to the District after the start of the school year will also be provided time with a counselor, nurse, or other appropriate employee for instruction on health and safety protocols as described above.
- e) The discipline response to students who violate safety protocols will follow REA CBA section 9.5 and current law.

II. Leaves Available for In-Person Learning Environments

If FFCRA expires and is not replaced by a comparable federally funded leave option, or the employee has already exhausted the days available from a federally funded leave option, then the following new leaves are available:

1. COVID Exposure at Work

In the event an employee is medically required to quarantine or isolate as a result of a COVID exposure at work, as determined through Contact Tracing, the district may provide remote work. In the event that the District cannot provide remote work, paid leave will be provided for the duration of the quarantine/isolation period consistent with the current CDC guidelines, but no more than ten (10) work days per occurrence.

In the case that an unknown exposure (as described in "COVID exposure outside of work") is ultimately determined to have been an exposure at work, if an employee used sick leave to voluntarily quarantine, that leave will be restored to the date of quarantine.

If an employee is unable to work remotely as a result of COVID symptoms, paid leave will be provided for the duration of the quarantine/isolation period consistent with the current CDC guidelines, but no more than ten (10) work days per occurrence.

2. COVID Exposure Outside of Work

COVID Leave Pool: A new category of leave sharing will be created to allow the employee to request up to 10 working days of shared leave. If donations are received, the donated time will only be transferred to the employee's sick leave account for the specific time that the employee is required to quarantine.

In the event an employee is medically required to quarantine or isolate as a result of COVID-19 and remote work is not available, employees may request COVID Leave Pool even if they have available sick leave.

In the event an employee is medically required to quarantine or isolate as a result of COVID-19, COVID Leave Pool is not available, and the employee has no available sick leave, remote work must be made available in consultation with the union president and the employee.

Those requesting access to this leave will only have to demonstrate need to Human Resources, but their request will not be disclosed to other employees.

3. Extraordinary Circumstances

Extraordinary circumstances which require an exception may be referred to the Assistant Superintendent of Human Resources for consideration.

Any employee who has used all available contractual leave due to a requirement to quarantine or isolate will not be subject to disciplinary action.

III. Duration

This MOU shall remain in effect through each unit's 2020/2021 school year work calendar or until 45 calendar days after the end of the declared COVID-19 state of emergency, whichever comes first. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts within five (5) days.

Agreed to this 16 day of December, 2020.

For the Associations

/s/ Mary Jo McLaughlin
Mary Jo McLaughlin, REA President

/s/ 12-16-20
Date

/s/ Valisia Simpson
Valisia Simpson, RESP President

/s/ 12-16-2020
Date

/s/ Jen Ben
Jen Ben, RPTA President

/s/ 12-16-2020
Date

For the District

/s/ Damien Pattenaude
Damien Pattenaude, RSD Superintendent

/s/ 12-16-2020
Date