

Collective Bargaining Agreement
between the
RENTON SCHOOL DISTRICT
and the
RENTON PROFESSIONAL – TECHNICAL
ASSOCIATION

September 1, 2019-August 21, 2021

Revised: 12/18/2020

Updates:

10/6/2020 – added MoU COVID-19

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

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RENTON SCHOOL DISTRICT NO. 403
and the
RENTON PROFESSIONAL-TECHNICAL ASSOCIATION
September 1, 2019 through August 31, 2021

This Agreement, made and entered into effective the first day of September, 2019 by and between the Renton School District No. 403 (District), and the Renton Professional-Technical Association/Washington Education Association/National Education Association (Association), for the purpose of governing their labor relations by establishing the following conditions of employment, schedule of hours, and scales of wages and benefits.

**ARTICLE I
RECOGNITION AND AGREEMENTS**

1.1 Sole Bargaining Agent

The District recognizes the Association as sole bargaining agent for all regularly employed professional-technical employees, including, but not necessarily limited to, employees holding the positions listed in Appendix A for non-technology employees and Appendix C for technology employees of this Agreement, excluding certificated employees, office-clerical employees, paraeducators, grounds and maintenance employees, bus drivers, custodians, food service employees, supervisors, and confidential employees. The District agrees to work collaboratively with the representatives of the Association with respect to wages, benefits, hours and working conditions, and adjustment of grievances arising under this Agreement.

1.2 Committees

Employees who are called to meetings by the District shall be released from District duties, and shall suffer no loss in pay, when such meetings are held during work hours.

1.3 Maintenance of Present Wage and Working Conditions

1.3.1 Nothing in this Agreement shall lower the present working conditions or wage standard of any individual employee so long as he/she remains within the job title in which he/she is now employed, but this provision shall apply only to the individual employee and not to the job title.

1.3.2 This provision does not supersede the District's right to discharge, discipline or suspend an employee for just cause.

1.4 Position Descriptions

1.4.1 There will be a current position description on file in the Human Resources Office for each position covered by this Agreement. Any significant modification to the duties associated with the position shall cause the writing of a new position description, with a copy to be given to the employee, the employee's supervisor and the Association.

1.4.2 Each position will have an established salary classification. Significant modification to the duties reflected in the position description will cause a review and possible modification of the salary classification as necessary, utilizing the District's point factor system.

1.4.3 Job descriptions for all positions subject to this agreement shall be provided to individual employees and/or the Association President upon request.

Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee.

1.5 New Positions

1.5.1 The Association President will be notified prior to the posting of any new position that would come under this Agreement, as indicated in Section 1.1, and will be provided with the posting and the job description for the new position.

1.5.2 The proposed salary as recommended by the District will be forwarded to the Association for comparative analysis with any similar positions already established in the unit prior to the position being filled.

1.5.3 The salary range of a new position shall be subject to collective bargaining at the request of either party.

1.6 Distribution of Contract

The District agrees to print and distribute this agreement, free of cost to the Association and its members. Distribution will be within thirty (30) calendar days of the ratification of this Agreement. A copy of the contract will be given to newly hired employees at the time of hire. Five (5) copies of the contract will be sent to the Association President within ten (10) days after its printing.

1.7 Definitions

An "Employee" or "Regular Employee" shall mean all bargaining unit members as described in Section 1.1.

An "Annual Employee" is a person employed in a position that is scheduled for eight (8) hours per day, five (5) days per week, twelve (12) months per year.

A "Supervisor" shall refer to the appropriate District administrator.

"Days" shall mean work days unless specifically defined in this contract.

A "Classification" refers to the vertical arrangement of employee categories (Classes) based on the duties, responsibilities, skills and proficiencies for each position on the salary schedule. The classifications include Program Support Staff, etc.

A "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.

A “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.

A “Spouse” is defined as a husband, wife or domestic partner. FMLA does not apply to domestic partnerships.

A “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.

A “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.

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

Words denoting gender include both masculine and feminine, and words denoting number shall include both singular and plural.

1.8 Status of Agreement

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

ARTICLE II
CONDITIONS OF EMPLOYMENT

2.1 Work Day and Work Week

2.1.1 The work week for annual employees shall consist of forty (40) hours per week, Monday through Friday, excluding lunch period. See Article XVI for Safety/Security personnel.

2.1.2 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.

2.1.3 All employees entitled to a lunch period in accordance with applicable law will be provided a minimum duty-free lunch period of thirty (30) minutes when the employee is free to leave the worksite. Except as provided in Article XVI, all employees 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 perform substantial duties during a lunch period, the employee shall be compensated for the time worked or may request, and may be granted, an altered work schedule. If an employee is required to remain at the worksite in the interests of the employer, the employee shall be paid at his/her regular rate of pay for the mealperiod.

2.1.4 Remote Access to Work

2.1.4.1 This section shall apply only to the work day/work week as described in Section 2.1.

2.1.4.2 An employee or a supervisor can suggest remote access to work as a possible work arrangement.

2.1.4.3 The District will establish clear guidelines in collaboration with the Association which may include, but not be limited to the implications of securing sensitive information, the use of hardware, short-term remote access, long-term/ongoing remote access, etc.

2.2 Emergency Closure/Inclement Weather

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

Employees are expected to report for work when it is safe to do so. Employees unable to report to work safely by their judgement at their scheduled start time will make every reasonable attempt to arrive as close to their scheduled start time as possible. If it is unsafe to travel to their worksite, the employee may communicate with their supervisor regarding remote access to work as described in 2.1.4.

Absences due to emergency closure/inclement weather will be considered excused absences. Employees who do not report to work (excluding remote access to work options) or report to work late, shall charge the time missed to appropriate leave or leave without pay. Appropriate leaves include, vacation, earned compensatory time, personal leave, and emergency hardship leave. In an effort to minimize any loss of pay the supervisor may work with the employee to identify options for making up any time lost as a result of an emergency closure/inclement weather. Should the District make the decision to close school, employees will be notified of the days when the lost instructional time will be made up.

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.

2.3 Work Assignment Forms

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.

2.4 Overtime and Compensatory Time

2.4.1 "Approved" work is defined as work authorized by immediate supervisor or administrator.

2.4.2 The District retains the sole discretion to approve or not approve a request for an altered work schedule.

2.4.3 Any approved work in excess of eight (8) hours per day, or forty (40) hours per week, will be considered overtime and paid at one and half times the employee's regular rate.

2.4.4 If agreed upon by employee and manager, the District may approve an altered work schedule consisting of four (4) ten (10) hour work days. In such a case, any approved work in excess of ten (10) hours per day, or forty (40) hours per week, will be considered overtime and paid at one and one-half times the

regular rate.

2.4.5 Approved work performed in excess of forty-eight (48) hours per week will be paid at the rate of two (2) times the employee's regular rate.

2.4.6 Approved work performed on a holiday will be paid at the rate of two (2) times the regular rate, in addition to the base regular rate. If agreed upon by the employee and supervisor, the employee may work a scheduled holiday at regular pay and elect instead to take the holiday within one (1) month of the scheduled holiday.

2.4.7 Emergency call-back to work time for employees will be paid for a minimum of two (2) hours at the regular rate of pay or at the overtime rate, whichever is applicable.

Employees contacted and performing approved work by telephone or electronically during non-work hours shall be paid a minimum of one (1) hour at the applicable rate.

2.4.8 Any personnel who are required by the District to remain on standby shall be prorated at the employee's regular hourly rate and shall be paid at one sixth (1/6th) of an hour for each hour on standby. Any employee required to remain on standby shall be paid a minimum of one (1) hour at his/her regular rate of pay.

2.4.9 At the option of the employee, if agreed to by the supervisor, and if arranged prior to the assignment except in an emergency, compensatory 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.

2.4.10 The District will give an employee at least ten (10) work days' notice before changing the employee's schedule, except in cases involving unexpected changes in circumstances that make it unworkable to give such notice, such as weather, illness, leaves, tardiness, discharge, resignation, special use of facilities, emergencies, etc.

2.5 Discipline and Discharge

2.5.1 The District shall follow due process and progressive discipline in its discipline of employees. Although each personal situation merits individual investigation of the facts and circumstances, the District will make every effort to maintain consistency and uniformity in discipline of employees. In administering progressive discipline, the following steps will normally apply:

2.5.1.2 Letters of Direction are not disciplinary and will be placed in the employee's worksite file.

- 2.5.1.2 Written Warning(s) or Letter(s) of Direction (the warning or letter shall indicate whether it is a disciplinary or non-disciplinary action)
 - 2.5.1.3 Letter(s) of Reprimand
 - 2.5.1.4 Suspension(s)
 - 2.5.1.5 Dismissal
- 2.5.2 An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action, and/or at any meeting in which discipline is imposed. 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.
- 2.5.3 An employee may be discharged immediately for any one of the following reasons: theft, intoxication or under the influence of illegal drugs on the job, reckless or unauthorized use of vehicles or equipment, and illegal activity. In addition, there may be 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.
- 2.5.4 The District may discharge, suspend, or otherwise discipline any employee for just 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 him/her concerning his/her conduct within ten (10) work days of the date of knowledge and, if such written notice is not given to the employee within ten (10) work days of the knowledge of such violation, the warning notice shall be null and void.
- 2.5.5 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 Human Resources files twelve (12) months from the date of notice if there have been no further notices for a six (6) month period.
- 2.5.6 Prior to terminating an employee for performance deficiencies, the District will give the employee a Plan of Improvement with a specific timeframe sufficient to allow the employee to address the deficiencies and support to be provided by the District. This provision does not apply to employees in their probationary period (see 2.11).

2.5.7 An employee shall be provided with a written statement of the reasons for disciplinary action, including suspension or discharge.

2.5.8 Discipline records kept in the worksite file will be shredded at the end of the year the employee leaves the building except when the employee is the subject of an ongoing investigation.

2.6 Layoff and Recall

2.6.1 Layoff

2.6.1.3 In the event it becomes necessary to layoff employees in a given classification due to insufficient funding, reorganization, or curtailment of work, the number and type of positions to be eliminated shall be determined by the District. Written notice will be given to the Association before implementing the layoff process. This information will be provided to the Association and to the affected employees following the procedure in 2.5.1.3 below, as soon as possible after the District's determination of positions to be eliminated or reduced.

2.6.1.4 Following District determination of positions to be reduced and or eliminated, the following process will be implemented. In job titles with two (2) or more incumbents, the least senior employee(s) will be selected for layoff and/or reduction in hours. The least senior employee will be selected for the greatest impact of position elimination and/or hours of reduction. In the event of two (2) or more employees having the same seniority rating, lots will be drawn to determine position on the seniority list in the presence of the affected employees and/or an Association representative.

2.6.1.5 An employee subject to layoff may displace a less senioremployee in a different job title, provided the employee subject to layoff has previously held such title in the bargaining unit within the past five(5) work years, is able to perform the current duties of the position and holds any necessary license.

2.6.2 Recall

2.6.2.1 Employees who have been laid off or whose hours have been reduced shall be placed into a re-employment pool for two (2) years from the date of layoff.

2.6.2.2 Reassignment from the re-employment pool to existing vacancies shall be in the reverse order of layoff/reduction in hours.

2.6.2.3 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 equal in pay and benefits to that held prior to the layoff/reduction in hours.

2.6.2.4 The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, and email or electronic communication to said employee at his/her last known address. The employee's address as it appears on the District's records shall be conclusive.

2.6.2.5 Any employee re-employed into a different position will have the first opportunity to transfer back to the position from which he/she was laid off, if it becomes available.

2.6.3 Benefit Retention and Salary Placement

All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff. The employee will be placed on the appropriate range of the salary schedule on the step that is closest to, but not less than, the hourly rate of pay at the time of the layoff; provided that no employee shall be placed above the top step of the appropriate range. In addition, an employee rehired after September 1 shall be granted one (1) increment if the employee would have been eligible for incremental movement on the September 1 immediately following the layoff.

2.6.4 Insurance

If acceptable to the insurance carriers, the District shall allow employees on layoff status to continue any or all portions of their benefit insurance programs via direct monthly payments to the District. Any employee who fails to make timely payment will be discontinued from participation. Employees on such leave must make written arrangements with the Payroll Office.

2.7 Notice of Termination/Resignation of Employment

2.7.1 The District shall give employees as much notice of termination as possible, but in no event shall an employee receive less than two (2) weeks' notice of termination.

2.7.2 If an employee resigns, the employee shall give the District as much notice as possible, but in no event less than two (2) weeks before the effective date of the resignation.

2.8 Selection for New and Open Positions

- 2.8.1 The District shall publish online, for a minimum of ten (10) work days, the availability of new and open positions covered by this bargaining unit.
- 2.8.2 The District will fill job openings covered by this Agreement by selecting the best-qualified applicant.
- 2.8.3 The District will give preferential consideration by seniority to employees in this unit for any job openings covered by the Agreement when qualifications and ability are substantially equal to those of other candidates.
- 2.8.4 In the event the person with the most seniority is not chosen, the Office of the Superintendent will give an explanation in writing, upon request, to such senior employee and the Association, stating the reason for the non-selection. Nothing contained in this section is intended to preclude the District from hiring outside applicants.

2.9 Affirmative Action

- 2.9.1 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. 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.
- 2.9.2 Present employees will not be discharged or laid off to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities. Only qualified personnel will be considered for any position.

2.10 Involuntary Transfer

If an employee is involuntarily transferred to a lower classification, he/she 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, he/she will be grandfathered at his/her current salary. Any employee involuntarily transferred shall have priority placement in the return to the previously held position should it be restored within two (2) years of the effective date of the involuntary transfer.

2.11 Seniority

- 2.11.1 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 "hire date") unless such seniority shall be lost as hereinafter provided. However, employees who were bargaining unit members on November 10, 1993 shall be allowed to retain seniority credit for service in a non-RPTA Association bargaining unit position.

2.11.2 All seniority rights will be lost and an employee's relationship with the District deemed severed under the following circumstances:

If the employee:

2.11.2.1 resigns;

2.11.2.2 is discharged for just cause;

2.11.2.3 does not return to work as required when recalled after layoff.

2.11.3 Seniority rights shall not be lost, but shall not accrue, for authorized unpaid leaves of absence and layoff.

2.11.4 Employees returning from authorized leave or from a layoff may recover their previous seniority.

2.11.5 Seniority rights shall continue to accrue during absence due to industrial injury (up to one (1) year), and while the employee is in District pay status.

2.12 Probation

The probationary period for all new employees and employees in new positions as the result of a transfer or promotion 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 probationer may be discharged during the probationary period in the event of his/her demonstrated inability to cope with or perform the assigned duties as identified in his/her job description, or for being unproductive, or for misconduct.

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.

**ARTICLE III
IN-SERVICE, VOCATIONAL TRAINING AND
PROFESSIONAL ORGANIZATIONS**

3.1 Professional Development Funds

The District will provide \$6,500 each year of this Agreement that employees may use for reimbursement of memberships in professional organizations, professional licensure, and training that is not required for their position and paid for by the district.

The parties agree that the Professional Development funds should be used to enhance the employee's skills and knowledge.

The District and Association will agree on how to expend any unused funds based on the reimbursement requests submitted by members by June 30 each year.

3.2 Training Hour Compensation

The training hour program compensates employees for training that is relevant to their current job responsibilities or is aligned with a desired career path within the District.

Compensation will be paid at the hourly rate of RPTA Level 2, Step 1 for each training hour earned for approved training activities to a maximum of \$1500 per year.

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 previous school year 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.

The parties shall review the expenditures at the next scheduled Labor/Management meeting following each payout.

Employees are responsible for obtaining and retaining documentation and submitting such documentation to the Human Resources Department with each submission of hours.

Coursework in a degree program must be specifically job-related or aligned with a desired career path within the District in order to qualified for reimbursement.

3.3 Subjects and Guidelines for Required District In-service Training

In-service activities may be established for individuals, specific groups of individuals or for all employees covered by this Agreement. When such activities are required by the district, all fees or registration costs will be paid by the District. Any hours of training required outside of the employee's regular work hours will be paid at the employee's regular rate or at the employee's overtime rate if appropriate. Types of activities may

include attending recognized vocational courses, 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 material purchased with departmental funds remain the property of the District.

3.4 Training Hour Stipend

341 Employees may earn and submit verification for approved training hours which will be paid under procedures noted herein. Such payment will be made twice each year to current employees. Training hour stipends are separate from extra hours and regular pay.

342 A stipend at the hourly rate of RPTA Level 2, Step 1 shall be paid for each training hour earned in an approved training program with confirmed attendance as set forth in Sections 3.4.3 and 3.4.5 of the contract.

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 previous school year 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.

The parties shall review the expenditures at the next scheduled Labor/Management meeting following each payout.

343 Employees are individually responsible for obtaining and keeping course or training documentation and submitting such documentation to the Human Resources Department when such hours have been completed. Notification and application must be timely as noted herein, in order to receive timely payment. 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 taken during more than two (2) consecutive years must be approved by the employee's supervisor.

344 Upon receipt of a copy of an official transcript, employees are eligible for a one-time payment of \$300 for completing the requirements for a State-approved vocational program of at least 900 clock hours or 90 credits, or an Associate's, Bachelor's or Master's degree from an accredited college or university. A one-time payment shall be made at the payroll cycle after verification is received.

345 Coursework in a degree program must be specifically job-related or aligned with a desired career path within the District in order to be qualified as approved training hours eligible for stipend.

346 Employees who have earned stipends prior to August 31, 2001 shall continue

to receive payment of said stipends for the duration of the employee's employment. See Memorandum of Understanding regarding Training Hours compensation.

- 34.7 The District and the Association believe that continued professional growth in a cost-effective manner is in the mutual interests of both parties and believe that the Training Stipend Program effective September 1, 2001 encourages employees to continue their professional development. The parties agree to jointly monitor the use and cost of the training stipends. In order to assist in monitoring costs, the parties agree that employees may be paid up to a maximum of \$1,500 per year.

3.5 COTA

Certified Occupational Therapy Assistants (COTAs) will be released up to thirty (30) hours with pay during each two-year period for recertification training, based on FTE. COTA's who work half the work year assigned to the position or less will be prorated based on 8 hours per day, 180-day assignment. No overtime will be paid for such training.

**ARTICLE IV
LEAVES**

4.1 Personal Illness or Injury Absence

- 4.1.1 All employees hired for one hundred eighty (180) days, or more, will receive twelve (12) days sick leave each year.

Pursuant to RCW 49.23.270, 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, domestic partner, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take leave until it has been earned. The employee taking leave under the circumstance described in this section must comply with the terms of the collective bargaining agreement applicable to the leave, except for any terms relating to the choice of leave.

- 4.1.2 All employees hired for less than one hundred eighty (180) days will receive to the nearest half-day a prorated portion of twelve (12) days as the total number of days of employment relates to one hundred eighty (180) days.
- 4.1.3 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.
- 4.1.4 A doctor's certificate is needed for sick leave absences lasting more than five (5) consecutive days.
- 4.1.5 For each day's absence beyond accumulated sick leave employees may access shared leave in accordance with applicable laws and provisions of this bargaining agreement. After available leave is exhausted, a deduction of the full day's salary will be made.
- 4.1.6 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. In no event may such an employee request a transfer that would result in their sick leave account going below one hundred and seventy-six hours.
- 4.1.7 A district Attendance Incentive Program will be provided eligible employees in the following manner:

In January of the year following any year in 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 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. Provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate may receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four full days' accrued leave for illness or injury.

Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual rights.

4.2 Leave Sharing

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

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

4.2.2.1 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. In no event may such an employee request a transfer that would result in his or her sick leave account going below one hundred seventy-six (176) hours.

4.2.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he or she prefers, request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result in his or her vacation leave account going below ten (10) days.

- 4.2.3 Employees volunteering to participate in this program will fill out a “Request to Transfer Sick/Vacation Leave” form and submit it to the District Business Office. Days shall be converted to hours.
- 4.2.4 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 his or her 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.
- 4.2.5 An employee needing leave days shall submit a “Request to Receive Sick/Vacation Leave from Co-Workers” form to the District Business Office. 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.
- 4.2.6 An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his or her 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.
- 4.2.7 The amount of leave which an employee may receive shall be based on employee request and/or his or her 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 have a signed leave on file with the Human Resources Department for a time period not less than the amount of leave transfer requested.
- 4.2.8 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.
- 4.2.9 Transfer of leave shall not exceed the donating employee’s requested amount.
- 4.2.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.

- 4.2.11 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.
- 4.2.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- 4.2.13 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.

4.3 Bereavement Leave

- 4.3.1 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 his/her spouse/domestic partner, which includes spouse, domestic partner, children, parent, siblings, grandchildren and grandparents aunts, uncles, nieces or nephews, or anyone who is living with or considered part of the family. An additional two (2) days for travel time may be approved by the Superintendent (or designee) upon request by the employee.
- 4.3.2 This bereavement leave is not deducted from sick leave and is not accumulative.
- 4.3.3 In special cases an employee may request Human Resources extend the definition of immediate family and/or grant extra bereavement leave days.

4.4 Domestic Violence Leave

Per RCW 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.

4.5 Emergency-Hardship Leave (Non-Accumulative)

- 4.5.1 Six (6) days emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deducted from annual sick leave). Upon written request to the Assistant Superintendent of 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.

- 4.5.2 The problem must have been suddenly precipitated and must be of such an emergent nature that pre-planning is not possible, or where pre-planning could not relieve the necessity for the absence during work hours.
- 4.5.3 Emergency Leave may not be taken in any combination for purposes of extending vacations or holidays.
- 4.5.4 This leave may be used for any personal reasons of an emergency nature, including illness or injury in the family except as provided in 4.1.1, funeral of friends, legal or personal affairs that cannot be scheduled outside the normal work day.
- 4.5.4 Weather conditions for local travel to and from school shall not be considered as a valid reason for an emergency leave, except under those circumstances that the employee can demonstrate that the weather conditions created an emergency for him/her.
- 4.5.5 Emergency leave for other or unusual circumstances should be cleared through the department supervisor and then reported on the absentee report for final Payroll approval by the Human Resources Department.
- 4.5.6 Employees with special hardship situations may be granted additional emergency days by the Assistant Superintendent of Human Resources.

4.6 General Leaves of Absence

- 4.6.1 Leaves of absence may be granted to any employee for such things as illness, family emergency, education, etc.
- 4.6.2 The leave of absence of an 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. For employees working less than 260 days the leave shall terminate at the end of their work calendar.
- 4.6.3 Except for military service, there shall be no other employment while on leave without prior approval of the Assistant Superintendent of Human Resources.
- 4.6.4 The District is obligated to state in writing the terms of the leave of absence.
- 4.6.5 The District shall assign the returning employee to the position held before the leave of absence or to a position of equivalent duties and level of pay. The layoff and recall provisions will be applicable to the employee on leave. The employee

may return to duty prior to the end of the leave period if authorized to do so by the office of the Assistant Superintendent of Human Resources.

- 4.6.6 All employee benefits earned prior to a leave of absence will be maintained upon re-employment.

4.7 Jury Duty/Subpoena Leave

- 4.7.1 An employee who is away from his/her duties because of jury duty shall be paid for such time lost at his/her regular rate of pay. The employee shall furnish the Superintendent or designee with a written statement from the court or a personal notarized letter showing the days of jury duty.

The employee shall report to work each day he/she 1) is not actually assigned to jury duty; or 2) is not requested to remain available for jury duty during the work day; 3) is not assigned to jury duty after reporting, but is released in sufficient time to allow her/him to report for the second half of that employee's work day.

- 4.7.2 An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses, except when the employee is the plaintiff or defendant in such action. This exception shall not apply when the employee is named as plaintiff or defendant while in the performance of his/her duties. The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis, in consultation with the Association President.
- 4.7.3 Any Employee who is a member of the Washington National Guard or of any Uniformed Services of the United States shall be entitled to and shall be granted military leave of absence from his or her employment in accordance with state or federal law.
- 4.7.4 Military leave shall be granted in order that the person may take part in training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service when required to do so by the military service if such duty cannot be taken during non-contract days.
- 4.7.5 When military leave is granted, the employee shall receive his or her regular pay and benefits from the District.

4.8 Implementation

Leaves for illness, injury, bereavement, and emergency due to illness in the immediate family, legal affairs, business affairs and/or funerals not covered by bereavement leave

should be cleared through the department supervisor and then reported on the District's absentee report form.

4.9 Personal Leave

4.9.1 Employees will have two (2) personal days that may be taken in half or whole day increments.

4.9.2 Personal Leave may not be used to extend a holiday, vacation, or sick leave, unless extenuating circumstances are granted by the Assistant Superintendent of Human Resources.

Five (5) slots per day for Personal Leave are available the first and last week of school and must be requested in writing to Human Resources at least ten (10) business days prior to the requested date.

4.9.3 The employee will notify his/her supervisor, and enter the absence electronically, of the intent to take personal leave at least two (2) work days prior to the leave, unless compelled otherwise by emergency, in which case, the employee should provide as much notice as possible.

4.9.4 An additional one (1) day of personal leave will be provided to employees with a sick leave balance of at least twenty (20) days as of August 31 of each year.

4.9.5 One (1) day of personal leave may be carried over each year.

4.9.6 Employees may exercise the option to receive renumeration for one (1) unused personal day each year. The unused personal day will be deducted from the employee's personal leave balance. Requests must be received in writing no later than May 15 of each year for payment in the June pay warrant.

4.10 Family Medical Leave

4.10.1 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 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits. The District will inform the employee of eligibility upon receipt of a request for a family medical leave. Contact Human Resources for procedures and forms.

4.10.2 Family Medical Leave (FMLA) may be taken:

- 4.10.2.1 because of the birth of a child and to care for a newborn child;
or
- 4.10.2.2 because of the placement of a child with the employee for
adoption or foster care; or
- 4.10.2.3 to care for a child or a spouse or parent who has a serious
health condition; or
- 4.10.2.4 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 eighteen (18) weeks of family medical leave for the care of the child, and leave may be granted for this purpose to only one parent at a time.

- 4.10.3 FMLA may be taken to care for a newborn or newly adopted child and 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.
- 4.10.4 Leave taken under 4.9.2.1 or 4.9.2.2 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 4.9.2.3 or 4.9.2.4 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.

4.11 Adoption/Child Rearing 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 4.9.2.A. 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.

4.12 Association Leave

The Association will be granted a total of twenty (20) days leave per year with pay. Prior notification of absence for Association business must be made by the Association to the District. Separate arrangements must be made with the immediate supervisor to deal with work coverage during the absence. The Association President shall determine which members will be authorized to use Association leave. The District will charge back to RPTA 75% of the Level Three (3), Step Two (2) rate.

4.13 Washington Paid Family Leave Act (PFMLA)

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.

ARTICLE V
WORKERS' COMPENSATION

- 5.1 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.
- 5.2 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 he/she has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness.
- 5.3 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.
- 5.4 An employee must indicate in writing to the District whether or not they choose to use or forgo the use of sick leave as provided for in Section 5.3. Should the employee opt to not use sick leave, they instead would receive worker's compensation only in compliance with the Industrial Insurance Laws of the State of Washington.
- 5.5 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.
- 5.6 After sixty (60) days the District reserves the right to require Independent Medical Evaluations (IME) 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.
- 5.7 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 when a light duty position is required.

- 5.8 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. Employees may use accrued sick leave for medical appointments during the work day.

ARTICLE VI HOLIDAYS

6.1 Holidays

6.1.1 Employees are eligible to receive their regular rates of pay for up to fourteen (14) of the following holidays:

All 219-260 day contract employees shall receive the following paid holidays:

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. The day after Thanksgiving
5. The day before or after Christmas
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 President's Day
11. The Monday or Friday of Spring vacation
12. Memorial Day
13. The day before or after Independence Day
14. Independence Day

The selection of the Monday or Friday of Spring Vacation, the selection of the "day before or the day after" and the selection of the preceding or following day in lieu of a holiday shall be left to the District.

If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday. If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.

All 203-218 day contract employees shall receive the following paid holidays:
1-14

All 180-185 and 186-202 day contract employees shall receive the following paid holidays: 1-12

*Less than 180 day contract employees: The number of paid holidays is determined by the number of contract days per year the employee is scheduled to work (position factor).

6.1.2 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.

**ARTICLE VII
VACATION**

7.1 Each annual employee will receive paid vacation as follows:

Each employee will receive paid vacation days based upon the employee’s years of employment with a Washington State Agency and the employee’s position factor as defined in Section 6.1.2. Vacation credits shall be accumulated monthly.

Each employee is eligible for paid vacation up to the following maximums:

- 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 Paid Vacation Chart

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

Year	Position Factor	Maximum Vacation Days				
		10	15	20	25	27
145	0.64	6	10	13	16	17
180	0.80	8	12	16	20	22
183	0.81	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

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

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

7.3 Vacation Compensation for Employees who work less than 260 days per year

Vacations for employees who work less than 260 days per year is inclusive of their salary. Employees who work less than 260 days per year will receive a paid proration of vacation authorized to annual employees as noted in 7.2.

7.4 Earned Vacation

Vacations must be earned before an employee is entitled to receive his/her paid vacation.

7.5 Vacation Use

No employee will have a vacation balance greater than 280 hours. Vacation may not be taken prior to its accrual. 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 Association President for resolution at Labor Management.

7.6 Payment at Separation

Any employee who is discharged or who separates from employment shall receive payment for up to 240 hours of accrued vacation credit or vacation pay with their final paycheck; provided they have given two (2) weeks' notice of intent to terminate.

7.7 Employees who work a 260-day contract may cash out up to ten (10) vacation days annually. The unused vacation days will be deducted from the employee's vacation balance. Employees must notify the District in writing by April 15 and the payment will be made in the May pay warrant.

**ARTICLE VIII
HEALTH AND WELFARE**

8.1 Insurance

School Districts are required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB) starting January 1, 2020.

District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

- Eligible employees for medical coverage is defined by HCA.
- Plan offerings, premiums rates and employee contributions are all determined by HCA.
- District payments for employer contribution are determined by HCA.

8.2 The District will offer Long Term Care Insurance

**ARTICLE IX
SALARIES**

9.1 Payment

9.1.1 Salaries shall be as shown in Appendix B for non-technology and Appendix D for technology employees of this Agreement.

9.2 Experience Credit

The factors for placement on the salary schedule will be explained to candidates before hiring and assignment.

New hire employees and current RSD employees transferring in to the unit will be granted experience credit for the sole purpose of placement on the salary schedule based on verified experience in a position related to the position they are being hired for.

Employees new to the unit will be placed initially on the first step of the salary schedule. New hire employees and current RSD employees transferring in to the unit will be required to submit a District Verification of Experience (VOE) form to any former employer(s) and request a copy of the job description for the position they held.

Step placement shall be retained during all transfers, change of classification, and reclassifications within the unit and into the unit.

Employees hired prior to September 1, 2019 will be provided the opportunity to submit a District Verification of Experience (VOE) form to any former employer(s) and request a copy of the job description for the position they held.

9.2.1 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. 0.0-1.50 years of experience =Step 1
- B. 1.51-3.0 years of experience=Step 2
- C. 3.01-4.50 years of experience=Step 3
- D. 4.51 or more years of experience=Step 4

9.2.2 Less-than-annual employees will be paid a prorated share based on the number of days worked by an annual employee and in accordance with their placement on the salary schedule.

9.2.3 Extra days: Less-than-annual employees authorized to work any days in excess of their scheduled days as stated in the job description will be paid at their daily rate plus mandatory benefits.

9.3 Salary Computation

Employees who work less than 260 days x 8 hours per day will have their annual, prorated salary computed as follows:

$$(1) \frac{(\text{Days per year} + \text{Holidays} + \text{Vacation}) \times \text{Hours}}{2080} = \text{FTE}$$

$$(2) \text{FTE} \times \text{Annual salary on schedule} = \text{Employee's prorated annual salary}$$

9.4 Salary Provisions

9.4.1 Base salary, and “grandfathered” educational stipends earned before 2001, shall be paid in twelve (12) equal monthly installments. For less-than-annual employees, vacation pay and holiday pay shall also be paid in twelve (12) equal monthly installments.

9.4.2 Salaries contained in Appendix B for non-technology and Appendix D for technology employees shall be for the entire term of this Agreement, subject to the terms and conditions of Article XV. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime and standby pay, shall be retroactive to the effective date, unless the parties have specifically agreed otherwise.

9.4.3 Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification 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 XV, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular payday.

9.4.4 An employee whose position is reclassified to a higher classification or an employee who moves to a higher classification shall be placed on the appropriate step which will result in a salary equal to or greater than the salary that would have been paid on the previous classification, plus one step.

9.4.5 An employee whose position is involuntarily reclassified to a lower classification and whose salary exceeds the salary of the new classification shall be grandfathered at his/her current salary. An employee who voluntarily moves to a lower pay classification shall be placed on the step closest to but not less than the rate of pay the employee was receiving in his/her former position except that the employee shall not receive an amount greater than the highest salary within the classification.

9.4.6 Any employee required to return to work on callback or required to travel from

one site to another in a private vehicle during work hours shall be reimbursed for such travel on a per-mile basis at the IRS rate.

9.4.7 Employees who travel outside the District on District business must complete an "Employee Travel Request" form and shall be reimbursed for expenditures in accordance with District policy.

9.4.8 Employees may choose to participate in the District's electronic program, pursuant to Payroll office procedures. Check stubs are available electronically.

9.4.9 Payroll deductions such as union dues, United Way contributions, flexible benefit plan participation, and annuity contributions are made by the Payroll Office as authorized by the employee.

Payroll deductions for savings plans or loan payments held by the District's authorized credit union are processed, as authorized, for employees who are members of the authorized credit union.

9.5 Longevity

Longevity is defined as years of service in a regular position in the District. Longevity stipends will be included in cash-out calculations. Breaks in service are defined as time an employee is not in a regular position with the District.

- o It is the intent of the parties to recognize the longevity of employees working in regular positions during the 18-19 school year. Employees who qualify for longevity shall be permitted to maintain their longevity eligibility, including up to a five-year break in service, for the remainder of their employment in a regular position within the unit.
- o Any bargaining unit member employed by the District in a regular position during the 2018-19 school year and still employed at the time the CBA is ratified, will earn longevity based on total accumulated service in the District in a regular position, including up to a maximum of five (5) years total break in service. The parties will mutually develop a process to identify employees impacted by this section.
- o For employees hired or returning to the unit beginning September 1, 2019, longevity will be accrued by counting all years of service in a regular position in the District.
- o Total years of service will only include time in regular positions with a break in service no more than 24 months prior to the return to service.
- o If a unit member returns to the District in a regular position more than 24 months after leaving the District, their prior service in a regular position will not be included in their longevity calculation.

9.6 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 X GRIEVANCES

10.1 Purpose

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of grievances or complaints arising between the District and its employees within the Association with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement or the interpretation or application of specific written District Policy or Rules.

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered maximum and every effort shall be made to expedite the process. Under unusual circumstances, time limits may be extended by mutual agreement. Failure of the District or the grievant to comply with the stipulated number of days will result in the grievance proceeding to the next step, provided the grievance was submitted in a timely manner.

10.2 Definitions:

Grievance: an alleged violation or misapplication of a specific article(s) of this Agreement or an alleged violation or misapplication of a specific District Policy or Rule.

Grievant: an employee or the Association. When appropriate, the District and the Association may agree to consolidate the grievances of two or more grievants and process them as one grievance.

10.3 Procedure

Informal Discussion(s):

Whenever possible, an affected employee and/or the Association and the administrator whose actions prompted the perceived contract violation, shall meet to resolve problems through free and informal communication. A grievant shall first take up a complaint or problem with the grievant's immediate supervisor, department head, or, with the human resources administrator in informal discussion(s). The grievant must attempt to schedule the first informal discussion within twenty (20) work days of becoming aware of the alleged violation. Every effort shall be made to resolve the complaint or problem at this level.

If the employee is not satisfied with the informal discussion(s) relative to the matter in question, he/she may proceed to the formal grievance procedure Step 1.

An employee may institute a grievance on his/her own recognizance or may request the assistance of the Association. Should the employee choose to file a grievance without the intervention of the Association, the Association shall be afforded the opportunity to be

part of the meeting(s) in which the adjustment is made. The adjustment shall not be in conflict with this Agreement. The proper procedure for pursuing adjudication of alleged grievance is as follows:

1. Within twenty (20) work days of the time the employee demonstrably knew or should have known of the alleged violation, the aggrieved will notify the appropriate supervisor of a desire to discuss a grievance and also state the fact that this action possibly constitutes a grievance. If there is a question as to the appropriate supervisor, Human Resources will make a determination.
2. Within ten (10) work days of notification of the alleged grievance, the appropriate supervisor will meet with the employee, either directly or accompanied by another person designated by the employee, and discuss the grievance. Within fifteen (15) work days after the discussion of the grievance, the supervisor shall give his/her response to the aggrieved.

10.3.1 Step 1:

1. If the grievant is not satisfied with the resolution, the grievant may, within ten (10) work days of receipt of the response, submit District's "Classified Grievance Claim" form containing (1) the facts on which the grievance is based; (2) a reference to provisions of this Agreement or District Policy or Rule allegedly violated; (3) the remedy sought.
2. Within ten (10) work days of receipt of the form, the appropriate supervisor shall submit a written response to the aggrieved.

10.3.2 Step 2:

1. If the grievant is not satisfied with the resolution at Step 1, the grievant may, within ten (10) work days of receipt of the written response in Step 1, submit the grievance to the Office of the Superintendent.
2. Within ten (10) work days of receipt of the grievance, the Office of the Superintendent or designee shall conduct a hearing to investigate and review the grievance. 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) work 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.

10.3.3 Step 3A:

If the grievant is not satisfied with the resolution at Step 2 and provided that the grievance has to do with an alleged violation or alleged misapplication of

a specific article or section of this Agreement, the Association may, within fifteen (15) work days of receipt of written response to Step 2, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

1. The Arbitrator shall, if convenient, hold a hearing within twenty (20) work days of his/her appointment. A notice of five (5) work days will be given to all parties of the time and place of the hearing. The Arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation, or alleged violation of specific articles and/or sections of this Agreement; and he/she shall be without power or authority to establish salary schedules.
2. The Arbitrator shall issue his/her written opinion within twenty (20) work days, if possible, from the date of the hearing. The opinion shall set forth the Arbitrator's award, opinions, and conclusion on the issues submitted.
3. There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Association, the employee(s) involved, and the District.
4. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
5. 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 Step 3A, 1. as above.

10.3.4 Step 3B:

If the grievant is not satisfied with the resolution at Step 2, 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 or Rule, the grievant may, within fifteen (15) work days' receipt of the written response from Step 2, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

1. The Board may employ a Hearing Officer to hear the case in its stead.
2. The Board may hear the case itself.

3. The Secretary of the Board shall schedule a hearing date to take place within fifteen- (15) work days' receipt of the request.
4. The grievant shall be notified of said hearing at least five (5) work days prior to the set date.
5. The Secretary of the Board shall, within ten (10) work days after the conclusion of the hearing, submit the findings and recommendations in writing to the grievant and the Association.

10.4 Additional Provisions

- 10.4.1 A grievant can be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. No member may bring a grievance to arbitration without approval of the Association.
- 10.4.2 The District shall not discriminate against any individual employee or the Association for taking action under this Article.
- 10.4.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the Human Resources files of the participants.

**ARTICLE XI
MANAGEMENT RIGHTS**

11.1 Recognition

11.1.1 The Association recognizes the District's inherent and traditional right to manage their respective business, as has been their practice in the past.

11.1.2 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 (which shall be exercised as provided in the paragraph hereof relating to termination of employment) 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.

11.1.3 The exercise of the District's rights stated herein is an exclusive function of Management.

11.1.4 The exercise of the Management Rights herein does not modify the employee's or the Association's right to appeal through the grievance procedure as set forth in this Agreement when, in the opinion of the employee(s) or the Association, such exercise violates the letter and intent of the Agreement.

**ARTICLE XII
EMPLOYEE RIGHTS AND RESPONSIBILITIES**

12.1 Personnel Records

12.1.1 A master or official file shall be maintained for each employee of the District in the Human Resources Department or other officially designated place.

12.1.2 Work-site 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 work-site 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 personnel file within one (1) year of the date on which the incident occurred. The employee will be notified of any such materials which are placed in the official file. The employee may initial and date all documents added to his/her file.

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

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, if desired, to allow the opportunity to review evaluations and other records regarding his/her employment with the District. The employee has the right to add information in explanation of materials in the file.

12.1.4 An employee who feels the confidentiality of information contained in his/her 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 A separate file for processed grievances shall be kept apart from the employee's personnel file. No reports on grievances shall be added to the employee's personnel file.

12.1.6 Upon request, a copy of the individual documents contained in either the official and/or working Human Resources files shall be afforded the employee at the District's expense. Requests for multiple copies or requests for complete copies of the entire file shall be paid for by the employee.

12.1.7 In the case of an upcoming hearing or other formal action, the employee is entitled to review this file and, upon request, receive a signed inventory sheet of his/her official file.

12.1.8 An incident that may form the basis for any written reprimand, warning, disciplinary action, or adverse effects can be documented in the personnel file no later than thirty (30) work days after the results of the investigation are shared with the employee, except in cases of illegal action or employee fraud, which shall be documented within one (1) year from the date the District knew of its occurrence or demonstrably should have known. Any such material placed in the official file cannot be referred to in any subsequent disciplinary action occurring after three (3) years of the date this material is placed in the file. Such material shall, upon request, be withdrawn from his/her file after a three (3) year period, provided it is not part of a formalized continuing action.

12.2 Evaluations

12.2.1 Employees will be evaluated in writing annually prior to the end of the employee's work year. No employee shall be required to sign a blank or incomplete evaluation form. Any concern(s) regarding an employee's performance must have been discussed with the employee prior to inclusion in the year-end evaluation.

12.2.2 Employees will have the opportunity to write comments of their choosing regarding the evaluation. Such comments will be placed in the Personnel file.

12.2.3 The current evaluation document is included in this agreement in Appendix E. If an employee's evaluation indicates two or more components are not "Not Meeting Expectations" the supervisor may initiate a Plan of Assistance. The Plan of Assistance will include specific areas of deficiency and the changes in practice that are necessary for the employee to meet the expectations of the position. The duration of the Plan of Assistance will be a minimum of six (6) weeks and may be extended at the supervisor's discretion. While the Plan of Assistance is in effect, the supervisor will schedule regular meetings to provide feedback and offer support and coaching. Requests from the employee for additional support will be given due consideration. The District will notify the Association prior to an employee being placed on a Plan of Assistance. A meeting with an HR administrator, supervisor, and Association representative will be scheduled for the purpose of initiating the Plan of Assistance. Meetings with an HR administrator, supervisor, and Association representative will be scheduled approximately midway through the Plan of Assistance to review the employee's progress, and at the end of the six (6) week Plan of Assistance.

At the end of the Plan of Assistance, the supervisor will recommend to an HR administrator one of the following options:

- End the plan because performance in all areas of deficiency now consistently meet expectations
- Continue the Plan because sufficient progress has been made to support extending the Plan to allow for demonstration of consistent satisfactory job performance;
- Recommend termination of employment because improvement in the areas of deficiency is not sufficient.

12.3 Non-Discrimination

There will be no discrimination with respect to employment of any person because of such person's age (over 40), sex, race, creed, color, national origin, sexual orientation, including gender 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 person with a disability, 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 worker involved. Should the state or federal government add categories, they will be considered part of this Non-Discrimination Clause.

12.4 Administering Medication

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 September 1, 1993 will be required to receive instruction/training in medically invasive procedures. Employees may be hired specifically to perform said medical procedures.

12.5 Student Support

The parties agree that it is important that unit members who provide 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.

12.6 Employee Protection

The District shall provide, on a fully paid basis, liability insurance for each employee in case of a lawsuit arising from or in the performance of his/her duties. The District shall hold harmless and defend each employee who is employed by the District from claims for damages caused or alleged to have been caused in whole or in part by that employee while performing his/her 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.

- 12.7 The District or its insurer shall reimburse any employee for any certified loss of or damage to personal property necessarily used in the performance of job duties, subject to the following limitations:
 - 12.7.1 The employee must file with the Business Office a notice of loss within ten (10) business days and a claim for reimbursement within thirty (30) business days after the loss or damage.
 - 12.7.2 The employee must file a District security report and a report with the appropriate police department within three (3) business days following the incident.
 - 12.7.3 The employee must exhaust his/her own insurance possibilities before being eligible for reimbursement under this section.
 - 12.7.4 Reimbursement shall be up to a limit of \$500.00.
 - 12.7.5 There shall be no reimbursement for loss of cash.
- 12.8 The District shall provide employees with insurance protection while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred acting in their capacity as an employee of the District. The limit of liability provided under this policy for employees' personal property is \$500 per employee for each claim.
- 12.9 The District shall provide insurance coverage for any employee who discovers, in the course of his/her assignment, alleged child abuse. Reporting of such alleged abuse will follow established building/program procedures.
- 12.10 An employee may, using his/her best judgment, use such force as is necessary to protect himself/herself, another employee, or a student from attack, physical abuse or injury, provided that, the District's insurer and/or 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 or criminal act as determined by a court of law.
- 12.11 Classification and Reclassification

The District and Association agree to establish a Joint Classification Committee that supports a clear, transparent process for addressing reclassification requests. The purpose of the committee is to ensure that representatives of the District and the Association participate in the reclassification process and develop a shared understanding of the complexity of the process.

Currently the District uses the Kinney model to review classifications in RPTA. The parties agree to discuss any proposed changes to the model.

When an employee requests review of his/her position for potential reclassification, the Joint Classification Committee will schedule a meeting to review the request. Requests shall be made in writing using the documents provided by the committee.

12.11.1 For the purpose of this Contract, "Classification" refers to the vertical arrangement of employee categories (Classes) based on the duties, responsibilities, skills and proficiencies for each position.

12.11.2 The purpose of these "Classes" is to provide reasonable wage differentials between employee categories based on assigned duties, responsibilities, skills and proficiencies.

12.11.3 Employees may apply for reclassification once in each twelve (12) month period or more often if job responsibilities are substantially altered. Any employee, at his/her option, may have an Association representative present at a reclassification review.

12.11.4 At the request of the Association President, the District will provide annual in-service to employees regarding the classification system used by the District.

12.11.5 Classification and reclassification will be a regular topic at labor management meetings.

12.12 Harassment, Intimidation, and Bullying Prevention

The Association and the District will not tolerate harassment, intimidation, and bullying, and will take corrective action if such behavior occurs. Corrective action will include an informal and formal process, as outlined in the district policy. Should an employee feel that they are experiencing harassment, intimidation, and bullying and need assistance with which process to follow, he/she should contact the Executive Director of Human Resources or the Association President . The District will include anti-harassment training as part of each new employee's orientation and will educate all staff members about harassment, intimidation, and bullying at least once every three (3) years in accordance with state requirements.

**ARTICLE XIII
ASSOCIATION RIGHTS**

13.1 The Association shall be provided with bulletin boards and electronic access to bulletin boards or sections thereof, for the purpose of posting Association materials at each work site at which employees covered by this Agreement are employed. The Association shall also have the right to use work site mailboxes of employees covered by this Agreement to distribute Association materials, 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.

13.2 District Facilities and 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. The Association shall have the right to use District audio-visual equipment normally available for checkout at no cost to the Association.

13.3 The Association shall be notified promptly of any grievances concerning any employee covered by this Agreement in accordance with the grievance provisions of Article X of this Agreement. A representative of the Association shall be afforded the time to investigate grievances during regular working hours without loss of pay or benefits, as long as the work in the department, office, or building is not unduly disturbed. Association representatives shall notify their immediate supervisors when leaving work and returning to work.

13.4 Exchange of Information

13.4.1 The District shall, upon request, furnish to the Association, for the purpose of carrying out its responsibility of representing employees, documents of a public nature as provided by law.

13.4.2 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).

13.4.3 The Association and District agree that both requests for information and compliance therewith will be made in a timely manner.

13.4.4 The Association shall furnish to the District, prior to October 1, the names of its elected officers.

- 13.4.5 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..
- 13.4.6 The District will provide the Association with a list of new and terminated Employees as of the 15th of each month.
- 13.4.7 The Association President will be notified when a reclassification request has been received. The district shall notify the Association regarding the outcome of all requests.
- 13.5 Dues, Deductions and Representation Fees
- 13.5.1 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 Washington Education Association (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.
- 13.5.2 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.
- 13.5.3 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 30 calendar days of receipt of the notice by WEA.
- 13.5.4 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 from each paycheck beginning in September.

- 13.5.5 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.
- 13.5.6 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.
- 13.5.6.1 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 Association.
- 13.5.6.2 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.
- 13.6 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 this article, 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 of the Superintendent with a copy of the letter sent to the employee and notice that the employee has not complied with the request for authorization. Such notices shall be sent to the employee and the employer at the same time.
- 13.6.1 Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall, as a condition of employment, pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment is made. If the employee and the Association cannot agree on such a matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.
- 13.6.2 The District shall deduct dues from the pay of any employee who

authorizes such deductions in writing pursuant to RCW 41.56.110 and service charges pursuant to this Article. The District shall transmit all such funds deducted to the Treasurer of the Washington Education Association on a monthly basis.

13.6.2 The Association shall indemnify the District against any liability that may arise out of, or by reason of, action taken by the District for the purpose of complying with this article.

13.6.3 The District will inform new employees of the terms and conditions of Section 13.5.

ARTICLE XIV
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 that there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the employees for the duration of this Contract. 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 that, for the duration of this Contract, there shall be no employee lockout.

ARTICLE XV
TERM AND SEPARABILITY OF PROVISIONS

15.1 Term of Agreement

The term of this Agreement shall be September 1, 2017 to August 31, 2019.

15.2 Applicability of Provisions

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.

15.3 Conformity to Law

This contract shall be governed and construed according to the Constitution and Laws of the United States and the State of Washington. If any provision of the contract or any application of it to any employee or group of employees is determined to be contrary to law, such provisions or applications shall have effect only to the extent permitted by law, and all other provisions and applications shall continue in full force and effect.

In the event a provision is determined to be contrary to law, such provision shall be bargained. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

15.4 Separability

If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected. Such provision shall be subject to negotiation pursuant to a written request by either party.

15.5 Either party may reopen the contract for compensation in the event:

15.5.1 The State or Federal Government appropriates or decreases funds for wages, benefits, working conditions, or significantly changes funding.

15.5.2 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.

15.5.3 Classified staff salary allocations significantly change under HB 2242, or subsequent legislation.

15.6 Reopeners

This agreement may be reopened and modified at any time during its term upon mutual consent of the District and the Association.

**ARTICLE XVI SAFETY/SECURITY
PERSONNEL**

16.1 Work Day and Work Week

Security personnel may be assigned to work eight (8) hours per day, inclusive of the lunch period, and shall be scheduled to work five (5) consecutive days per week. Security personnel hired prior to September 1, 1993 shall receive a shift differential of one dollar (\$1.00) per hour for work on Saturday or Sunday if the work week is changed to include Saturday or Sunday.

16.2 Standby or On-Call Status

Any Security personnel who are required by the District to remain on standby shall be prorated at the employee's regular hourly rate, and shall be paid at one sixth (1/6th) of an hour for each hour on standby. Any employee required to remain on standby shall be paid a minimum of one (1) hour at his/her regular rate of pay.

16.3 Outside Contractor Exception

The Association recognizes the right of the District to utilize outside contractors to perform security work during conditions requiring additional personnel such as widespread damage, public disorder, large demonstrations or gatherings, extended leave, or a sudden reduction in available security personnel. Such utilization of outside contractors shall be limited to three (3) months per incident. The Association will be notified within two (2) weeks when the District utilizes outside contractors.

16.4 Building Safety/Security Professional Development

Building safety/security personnel working the school year calendar shall be provided with at least two (2) additional days outside of the 180-day student calendar to participate in District-offered professional development sessions. The specific dates and topics will be determined in collaboration with the security managers, the Association, and building and central security staff.

16.5 Safety/Security Personnel Attire

Schools and school-related events are complex environments. Ensuring that District and school Safety/Security personnel are easily recognizable to law enforcement, community members, and district staff is essential to ensuring optimal effectiveness both in safety and security prevention and in emergency situations. At the same time, being easily recognizable creates its own set of complications so either party may open negotiations on this section if deemed necessary.

165.1 The District will minimally

provide the following articles of clothing, and adjustments may be made to comply with Article 12.3 Non-Discrimination:

- 16.5.1.1 Five (5) long or short sleeve "Performance Polo" shirts in "Cadet" blue with district logo and "Safety Officer" on the front and back
- 16.5.1.2 Five (5) pairs of charcoal grey Tactile Pro pants
- 16.5.1.3 Two (2) pairs of black leather shoes; maximum cost of \$150 per pair
- 16.5.1.4 One (1) "Chameleon Soft Shell Jacket with Flaps" in black with district logo and "Safety Officer" on the front and back
- 16.5.1.5 One (1) "Valiant Duty Jacket" in black with district logo and "Safety Officer" on the front and back

1652 After employees are supplied with the articles of clothing described in 16.5.1, they will annually have access to the following:

- 16.5.2.1 Up to \$400.00 reimbursement for shoes and clothing. Receipts must be submitted by August 31 each year. Upon separation from employment, receipts must be submitted within ten (10) work days of separation from employment.
- 16.5.2.2 Ordering through the District's uniform provider directly for the replacement of damaged shirts, pants, and/or jackets.

1653 Upon resignation or termination of safety/security personnel, all shirts and jackets with the District's official designation as safety/security must be returned to the District.

SIGNATURE PAGE

Signed this

RENTON SCHOOL DISTRICT

**RENTON PROFESSIONAL-
TECHNICAL ASSOCIATION,
WEA/NEA**

/s/ Damien Pattenau

/s/ Jen Ben

Secretary, Board of Directors

President

/s/ Deb Tito

/s/ Dean Hood

Chief Negotiator

Negotiating Team Member

/s/ Danese Thaidigsman

Negotiating Team Member

Appendix A
Non-technology classifications

Prof Tech Levels	Prof Tech Positions
Prof Tech 1	Assistant Supervisor Pool
Prof Tech 2	Behavior Technician Behavior/Int Tech Career Center
Prof Tech 3	Accounts Payable Specialist Attendance Liaison Classroom Healthcare Spec COTA Family Liaison Interpreter Indian Education Coordinator Mental Health Specialist Security Officer
Prof Tech 4	Accounting Technician Payroll Coordinator Substitute Coordinator Swimming Pool Supervisor Transportation Routing Coordinator
Prof Tech 5	Assessment Coordinator Assessment Facilitator Birth to 3 Facilitator Budget Coordinator Employment Services Coordinator Family Engagement Coordinator Retire/Benefits Coordinator SIS Data Analyst Workers Comp Program Coordinator

Appendix B
RENTON PROFESSIONAL TECHNICAL ASSOCIATION
(RPTA) SALARY SCHEDULE FOR NON-TECHNOLOGY
POSITIONS

2019-2020 Non-Tech Salary. (2018-2019 salary + 5% increase)

<u>2019-2020</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>PT Level 1</u>	\$24.37 \$50,689.60	\$24.76 \$51,500.80	\$25.11 \$52,228.80	\$25.85 \$53,768.00
<u>PT level 2</u>	\$28.04 \$58,323.20	\$28.43 \$59,134.40	\$28.90 \$60,112.00	\$29.77 \$61,921.60
<u>PT Level 3</u>	\$30.11 \$62,628.80	\$30.61 \$63,668.80	\$31.05 \$64,584.00	\$31.97 \$66,497.60
<u>PT Level 4</u>	\$37.66 \$78,332.80	\$38.22 \$79,497.60	\$38.81 \$80,724.80	\$39.96 \$83,116.80
<u>PT Level 5</u>	\$43.31 \$90,084.8	\$43.97 \$91,457.60	\$44.65 \$92,872.00	\$45.96 \$95,596.80

Annual Salaries are based on an 8-hour/day, 260 days/year contract

2020-2021 Non-Tech Salary (2019-2020 + 3% increase)

<u>2020-2021</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>PT Level 1</u>	\$25.10 \$52,208.00	\$25.50 \$53,040.00	\$25.86 \$53,788.80	\$26.63 \$55,390.40
<u>PT level 2</u>	\$28.88 \$60,070.40	\$29.28 \$60,902.40	\$29.77 \$61,921.60	\$30.66 \$63,772.80
<u>PT Level 3</u>	\$31.01 \$64,500.80	\$31.53 \$65,582.40	\$31.98 \$66,518.40	\$32.93 \$68,494.40
<u>PT Level 4</u>	\$38.79 \$80,683.20	\$39.37 \$81,889.60	\$39.97 \$83,137.60	\$41.16 \$85,612.80
<u>PT Level 5</u>	\$44.61 \$92,788.80	\$45.29 \$94,203.20	\$45.99 \$95,659.20	\$47.34 \$98,467.20

Annual Salaries are based on an 8-hour/day, 260 days/year contract

Additionally, the longevity stipend will now be as described below. Longevity will be calculated based on District hire date into a regular position.

- Any employee who has between 10 and 14 years of seniority on September 1st shall receive an annual longevity stipend of 1%.
- Any employee who has between 15 and 19 years of seniority on September 1st shall receive an annual longevity stipend of 1.5%.
- Any employee who has between 20 and 24 years of seniority on September 1st shall receive an annual longevity stipend of 2%.
- Any employee who has 25 years or more of seniority on September 1st shall receive an annual longevity stipend of 2.5%.
- Employees whose hire date is later than September 1st shall receive a prorated portion of the annual stipend in its initial year.

**Appendix C
Technology classifications**

16-17	16-17 level	17-18 18-19 level	Prop 17-18
		PT-A	Systems Analyst 1
FIELD SUPPORT SPEC	PT3	PT-A	FIELD SUPPORT SPEC
HELP DESK TECHNICIAN	PT3	PT-A	HELP DESK TECHNICIAN
		PT-B	SERVER/NETWORK ADMINISTRATOR 1
SYSTEMS ANALYST	PT4	PT-B	SYSTEMS ANALYST 2
SYSTEMS ANALYST SR*	PT5	PT-C	SYSTEMS ANALYST 3
	PT5	PT-C	BUSINESS SYSTEMS ANALYST 1
DISTRICT WEBSITE COORDINATOR	PT5	PT-C	DISTRICT WEBSITE COORDINATOR
SYSTEMS/NETWORK ADMIN	PT5	PT-D	SYSTEMS/NETWORK ADMINISTRATOR 2
BUSINESS SYSTEMS ANALYST	PT5	PT-D	BUSINESS SYSTEMS ANALYST 2
SENIOR NETWORK ENGINEER	PT5	PT-D	SERVER/NETWORK ADMINISTRATOR 2

APPENDIX D
RENTON PROFESSIONAL TECHNICAL ASSOCIATION (RPTA)
SALARY SCHEDULE FOR TECHNOLOGY POSITIONS

2019-2020 Tech Salary. (2018-2019 salary + 5% increase)

<u>2019-2020</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>PT Level A</u>	\$33.34	\$34.34	\$34.67	\$35.01
	\$69,347.20	\$71,427.20	\$72,113.60	\$72,820.80
<u>PT level B</u>	\$39.40	\$40.58	\$40.97	\$41.37
	\$81,952.00	\$84,406.40	\$85,217.60	\$86,049.60
<u>PT Level C</u>	\$45.47	\$46.83	\$47.27	\$47.73
	\$94,577.60	\$97,406.40	\$98,321.60	\$99,278.40
<u>PT Level D</u>	\$51.52	\$53.08	\$53.58	\$54.10
	\$107,161.60	\$110,406.40	\$111,446.40	\$112,528.00

Annual Salaries are based on an 8-hour/day, 260 days/year contract

Phase 2

2020-2021 Tech Salary (2019-2020 + 3% increase)

<u>2020-2021</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>PT Level A</u>	\$34.34	\$35.37	\$35.71	\$36.06
	\$71,427.20	\$73,569.60	\$74,276.80	\$75,004.80
<u>PT level B</u>	\$40.58	\$41.80	\$42.20	\$42.61
	\$84,406.40	\$86,944.00	\$87,776.00	\$88,628.80
<u>PT Level C</u>	\$46.83	\$48.23	\$48.69	\$49.16
	\$97,406.40	\$100,318.40	\$101,275.20	\$102,252.80
<u>PT Level D</u>	\$53.07	\$54.67	\$55.19	\$55.72
	\$110,385.60	\$113,713.60	\$114,795.20	\$115,897.60

Annual Salaries are based on an 8-hour/day, 260 days/year contract

Additionally, the longevity stipend will now be as described below. Longevity will be calculated based on District hire date into a regular position.

- Any employee who has between 10 and 14 years of seniority on September 1st shall receive an annual longevity stipend of 1%.
- Any employee who has between 15 and 19 years of seniority on September 1st shall receive an annual longevity stipend of 1.5%.
- Any employee who has between 20 and 24 years of seniority on September 1st shall receive an annual longevity stipend of 2%.
- Any employee who has 25 years or more of seniority on September 1st shall receive an annual longevity stipend of 2.5%.
- Employees whose hire date is later than September 1st shall receive a prorated portion of the annual stipend in its initial year.

**APPENDIX E
RPTA 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: Yes _ No
For Paraeducators: Teacher input form received and reviewed: Yes 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?	Yes	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 F
RPTA 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.				
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.				

Employee Comments

Goals for Next Review Period (Optional)

Trainings I would like to take next year (Optional)

**Appendix G
RPTA Positions by Level**

The number of work days of the employee calendar for each position represents the number of days in. This is informational only, and not intended as a guarantee of number of days for each position.

Prof Tech Levels	Prof Tech Positions	Employee Calendar # Days in
RPTA 1	Assistant Supervisor Pool	260
RPTA 2	Behavior Technician	185
	Behavior/Int Tech	185
	Career Center	180
RPTA 3	Accounts Payable Specialist	260
	Attendance Liaison	180
	Bilingual Family Support Specialist	190
	LPN	180
	COTA	180
	Family Liaison	200
	HR Specialist	260
	Indian Education	183
	Interpreter	200
	Mental Health Specialist	185
Security Officer	180, 182, 200, 260	
RPTA 4	Payroll Coordinator	260
	Purchasing Coordinator	260
	SpEd Compliance Facilitator	260
	Substitute Coordinator	210
	Swimming Pool Supervisor	260
	Transportation Routing Coordinator	260
RPTA 5	Academic Advancement Coordinator	180
	Accounting Technician	260
	Assessment Coordinator	260
	Assessment Facilitator	180
	Birth to 3 Facilitator	260
	Budget Coordinator	260
	Family Engagement Coordinator	200
	Retire/Benefits Coordinator	260
	SIS Data Analyst	260
	Workers Comp Program Coordinator	260

Prof Tech Levels	Prof Tech Positions	Employee Calendar # Days in
RPTA A	Field Support Spec	260
	Help Desk Technician	260
	Systems Analyst 1	260
RPTA B	Server/Network Administrator 1	260
	Systems Analyst 2	260
RPTA C	Business Systems Analyst 1	260
	District Website Coordinator	260
	Systems Analyst 3	260
RPTA D	Business Systems Analyst 2	260
	Server/Network Administrator 2	260
	Systems/Network Administrator 2	260

**Memorandum of Understanding
between the
Renton Professional Technical Association
and
Renton School District
Regarding Training Stipends**

In the 2000-2001 negotiations, the Renton School District and the Renton Professional Technical Association agreed to end the RSD training stipend program as of August 31, 2001. Employees who earned RSD training stipends by August 31, 2001 will continue to receive the stipend under the terms of Section 3.6 of the 2000-2001 Contract (see following pages). The parties intend that these stipends shall be “grandfathered” and continued for the duration of the employee’s employment, unless otherwise negotiated.

Effective September 2, 2001, a new training program set forth in Section 3.6 of the 2001-2002 Contract shall replace the 2000-2001 RSD training stipend program.

Any training hours or degrees earned that were not compensated under the 2000-2001 RSD certificate stipend program shall be eligible for compensation under the 2001-2002 training stipend program under the criteria as set forth in Section 3.6 of the 2001-2002 contract.

Originally signed on September 12, 2001 by:

RENTON SCHOOL DISTRICT

RPTA

David Merrill, President, Board of Directors

Edie Bottemiller, President

Dolores J. Gibbon, Secretary, Board of Directors

Sheryl A, Moore, Chief Negotiator

The MoU above is retyped from the original, nearly illegible document printed in the previous CBAs back to its origination.

Confirmed on this 21st day of November, 2019.

/s/ Deb Tito

/s/ Jennifer Ben

For the District

For the Association

Reprint of 2000-2001 CBA, Section 3.6

3.6 Stipends

- 3.6.1 For 2000-2001, the District shall recognize and acknowledge approved training through a Renton School District stipend program. Such stipends, when awarded, will continue to be paid on an annual basis. Employees who earn and submit verification from approved training programs will be paid an annual RSD stipend under the procedures noted herein. Such payment will begin the year following the year in which certificate submission is made to the Personnel Department. Actual documentation and verification must be received by the Personnel department no later than August 10 of one contract year for payment beginning in September of the following contract year.
- 3.6.2 For 2000-2001, Renton School District stipend of one hundred dollars (\$100) may be earned by any annual employee or less than annual employee. Three (3) college credits or thirty (30) hours earned in an approved training program qualify for one (1) RSD certificate stipend of one hundred dollars (\$100).
- 3.6.3 Employees are individually responsible for obtaining and keeping course or training documentation and submitting such documentation to the Personnel Department when such hours have been completed. Notification and application must be timely as noted herein, in order to receive timely payment. Credit and payment will not be given for duplicate training or training not relevant to the individual employee's specific responsibilities or individual professional growth, unless special circumstances result in District authorization for such training. Note: Hours of Renton School District training for District-wide fiscal/personnel and student data base information systems and First Aid/CPR receive during regularly scheduled work hours or for which the employee is paid are specifically excluded from the stipend program.
- 3.6.4 One RSD certificate stipend of one hundred dollars (\$100) will be paid annually to each qualifying employee who has earned and submits transcript verification of any one of the following:
- 3.6.4.1 Vocational program completion of an approved State program of at least 900 clock hours or 90 credits; or
 - 3.6.4.2 An Associate degree from an accredited technical or community college; or
 - 3.6.4.3 A Bachelor's degree from an accredited college or university.
- One additional certificate stipend of one hundred dollars (\$100) will be paid annually in recognition of a Master's degree.

- 3.6.5 Through August 31, 2001, employees will be paid for a maximum of seven (7) RSD certificate stipends. 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 the number of certificates for which it will pay stipend to six (6).
- 3.6.6 Employees who have earned certificates prior to August 31, 2001 shall continue to receive annual payment for said certificates. Employees earning training hour stipends subsequent to August 31, 2001 shall be subject to the Memorandum of Understanding dated January 10, 2001.

MEMORANDUM OF UNDERSTANDING
By and Between
RENTON SCHOOL DISTRICT (RSD)
And
RENTON PROFESSIONAL-TECHNICAL ASSOCIATION (RPTA)
Regarding
Transition to School Employees Benefits Board, Insurance Premium Payments and Pooling
Distribution(s)

We, the undersigned, on behalf of RSD and RPTA 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 \$150.00 to each RPTA employee employed with the District as of 12/1/2019. This amount reflects \$68.83 excess health insurance pooling, \$40.38 excess vision insurance pooling and \$40.79 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

For the District

/s/1/6/2020

Date

/s/ Jen Ben

For the Association

/s/ 1/6/2020

Date

**Memorandum of Understanding
Between the Renton School District
and the Renton Professional Technical Association**

Agreement related to changes in working conditions and school operations due to Coronavirus/COVID-19 within the 2020-21 school year.

The District and the Association (the “parties”) share an interest in maintaining the health and safety of all members of our Renton School Community. This agreement shall apply to all Association represented employees. The impact of the COVID-19 pandemic is resulting in continued widespread concern across the community regarding the continued spread of the virus. The District is committed to assist in community and nationwide efforts to limit the spread of the virus.

The District will implement an in-home learning model to start the 2020-2021 school year. This may be changed to a hybrid or (traditional) in-person model as the year progresses, depending on guidelines and recommendations from the various state and federal agencies as listed below;

Public Health – Seattle and King County, Washington State Department of Health (DOH), Washington State Department of Labor and Industries (L&I), Centers for Disease Control and Prevention (CDC), and the Office of Superintendent of Public Instruction (OSPI) continue to provide guidelines and recommendations regarding schools.

All District worksites will follow the Department of Health (DOH) and Labor & Industries (L&I) guidelines for workplace safety, including wellness screenings and temperature checks.

OSPI has issued requirements for the 2020-2021 school year which may affect wages, hours, and terms and conditions of employment of all RPTA employees.

Now therefore, the parties agree to the following:

1. Due to health and safety considerations, employees have the option to work remotely with the understanding that some work may need to be done on site. In such a case, all safety measures implemented by the District, such as social distancing and personal protection equipment (PPE), must be followed. Staff will be provided with any necessary training and PPE to perform assigned duties.
2. Any significant changes to performing duties consistent with job descriptions will be discussed by the parties prior to implementation through the existing RSD/RPTA Labor Management process, except in time sensitive situations. If implemented prior to a labor management meeting, and/or an employee has a concern, it will automatically be on the Labor Management agenda. If an employee has concerns, they may bring them to the RPTA Leadership Team to be discussed between the parties prior to changing practice.
3. Documentation regarding work performed may be required; date, activity, and timeframe will be sufficient.
4. **Leaves:**

- A. Those considered to be in high-risk categories, as defined by Public Health - Seattle and King County, 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 and King County, be unavailable to perform the duties of their assigned position, regular leave provisions (e.g., sick leave, Family First Coronavirus Relief Act) or any additional or future local, state or federal laws which may provide additional leave options apply.

5. Communication:

- A. The District will provide updates regarding District and school operations as new information becomes available. The District will communicate with employees on a regular basis information regarding any state or federal actions regarding COVID-19 and the workplace, benefits, leaves and in-home learning.
- B. The District shall notify the RPTA Leadership Team 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.
- C. Employees asked by their supervisor to work onsite, who believe they can effectively perform their work remotely during the in-home learning phase, will try to resolve it with their supervisor. Unresolved issues will be shared with the RPTA Leadership Team. If still unresolved, it will be brought forward for resolution through RSD/RPTA Labor Management.

6. Staff Health Precautions:

All District worksites are subject to Department of Health guidelines for workplace safety, including but not limited to, wellness screenings, social distancing, personal protective equipment (PPE), handwashing, and temperature checks. The District will follow Department of Health guidelines for exclusion of staff who display symptoms of COVID-19 and/or who notify the District of a positive COVID-19 test.

7. Face Coverings and Personal Protective Equipment (PPE):

All staff shall properly wear a face covering that covers the chin, mouth, and nose while in any shared space such as a District vehicle or on District property.

The District shall provide each RPTA represented employee twenty-five dollars (\$25) to purchase appropriate 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. Newly hired RPTA employees will also be eligible for the one-time payment if hired during the time that face coverings are still required. The District shall provide disposable face coverings for incidental use to employees as needed.

Employees with a medical or disability issue may make a request for accommodation to Human Resources by providing a statement from their health care provider. The District shall provide a face shield to a member while waiting for completion of the ADA process.

8. Meetings:

During full in-home learning, any meeting, including professional development, of more than five (5) employees shall be held remotely.

9. Office Areas:

Staff whose duties consistently involve a high volume of in-person contact, may submit a written request for consideration of workspace plexiglas installation to their supervisor. Employees whose request is denied will be given the reasoning and next steps by their supervisor in writing.

10. Supervision for Compliance:

The Parties agree that no members shall have the sole responsibility of supervising COVID-19 related concerns around health and safety. There will be no reprisal for individuals who report violations in good faith.

11. Employee Rights to a Safe Work Environment:

The District agrees to provide prompt communication to members when questions or concerns regarding staff safety arise.

- A. In the event an employee does not believe the District is following guidance to adequately protect staff safety, the member shall immediately notify their supervisor. The member agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved.
- B. The member may have Association representation if there are disputes over proper resolution of the safety concern.
- C. The District will not discriminate or retaliate against an employee who brings forth concerns in good faith.

12. Reopening of Facilities/Buildings:

The parties shall meet prior to the reopening of schools to determine processes for reopening in hybrid or traditional in-person learning.

- 13. The District will distribute this agreement and FAQ to all RPTA employees within seven (7) working days of finalization of this agreement, with the communicated expectation that each employee fully reviews the language.
- 14. 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.

Duration:

This MOU shall remain in effect through the 2020-2021 school year or until such time as school for students has resumed fully in-person but no later than August 31, 2021. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts timely.

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.

FOR THE DISTRICT:

/s/ Damien Pattenaude
Damien Pattenaude, RSD Superintendent

/s/ 9/15/2020
Date

FOR THE ASSOCIATION:

/s/ Jen Ben
Jen Ben, RPTA President

/s/ 9/15/2020
Date

**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/worksite 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