Collective Bargaining Agreement

between the

RENTON SCHOOL DISTRICT

and the

RENTON EDUCATION SUPPORT PROFESSIONALS

WEA/NEA

September 1, 2023-August 31, 2026

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PREAMBLE

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

ARTICLE I RECOGNITION AND AGREEMENTS

1.1 Parties to Agreement

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement," is entered into this 1st day of September, 2023, by and between the Renton School District No. 403 (District) and the Renton Education Support Professionals/Washington Education Association/National Education Association (Association) representing the staff of the Renton School District No.403 as listed in Section 1.2 Recognition.

1.2 Recognition

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

1.3 Position Descriptions

- 1.3.1 There will be a current position description on file in Human Resources for each position covered by the Agreement. This description shall include specified skills needed and training requirements for the position.
- 1.3.2 The District will provide the Association President with position descriptions for any employees subject to this Agreement. The District will provide the Association President with such amendments, changes and additions to position descriptions as they occur. The District shall post job descriptions electronically. Job descriptions shall be a topic of Labor Management meetings
- 1.3.3 Position descriptions given with Work Assignment Forms will not be significantly changed during a given work year. Any changes in the position descriptions of employee classification covered by this Agreement shall necessitate consultation with the Association and the negotiation of the salary for that position or classification.

1.4 Status of the Agreement

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

1.5 Bargaining Rights

The District will not come to an agreement with another bargaining unit regarding mandatory subjects of bargaining for RESP-represented employees that are not already captured in an existing labor agreement between RESP and the District or otherwise permissible under the law.

ARTICLE II RIGHTS OF THE EMPLOYER

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

ARTICLE III RIGHTS OF EMPLOYEES

- 3.1 Employees shall have the right, freely and without fear of penalty or reprisal, to join and assist the Association, as provided for in RCW 41.56.
- 3.2 Employees shall have the right to bring matters of personal concern to the attention of Association Representatives, provided that, it is further understood employees shall have the right to file a grievance without the intervention of the Association, as long as the Association has the opportunity to be part of the meeting(s) in which the adjustment is made and the adjustment is not in conflict with this Agreement.
- 3.3 Employees have a right to have a representative present at any meetings with District officials that the employee reasonably believes to be disciplinary in nature. Employees are entitled to the same rights of due process as are other citizens under both Federal and Washington State Constitutions and Statutes.

Employees have the following rights relative to discipline:

- 3.3.1 The right to have a representative present at any disciplinary interview or any interview the Employee reasonably believes might be disciplinary in nature.
- 3.3.2 If the Employee desires to have a representative, the interview will be delayed until said representative is present, but the interview may be rescheduled for a time within five (5) days by the administrator and it shall be the responsibility of the Employee to have their representative present as long as the interview is rescheduled for a reasonable time and held within five (5) days.
- 3.3.3 The supervisor may either discontinue the action or pursue it through other established avenues if the supervisor decides they do not want to pursue said action in front of a representative.
- 3.3.4 The right to know in advance the general nature of any formal conference or hearing called involving discipline or potential discipline.
- 3.3.5 The right to have the general nature of any formal allegations made in writing and dated.
- 3.3.6 The right to contest any evidence presented.
- 3.3.7 The right to grieve any disciplinary action.

- 3.3.8 The right to have the District follow a course of progressive discipline from a verbal warning(s) on to more serious action up to and including discharge. There may be unusual circumstances where the situation is of an extreme nature demanding immediate action, therefore, progressive discipline or action is not required.
- 3.4 The District shall ensure that adequate and appropriate administrative processes exist to deal with student disciplinary problems. The employee has a right to adequate and appropriate administrative support when dealing with an employee, student and/or parent conflict, including a full and complete investigation of the facts involved.
- 3.5 Any department, building or office having its own operating procedures, rules and regulations shall make them available to employees in that worksite before they are implemented, and will not conflict with the Agreement.
- 3.6 Paraeducators Requirement re: Fundamental Course (FCS) of Study and General Paraeducator Certificate (GPC)

If funded by the legislature, the District will offer twenty-eight (28)-hours of training per work year to each employee for FCS and fourteen (14) hours of training per work year to each employee for GPC. Employees shall be paid at the time and one-half rate for courses 01, 05, 06, 07, 09, and 12 courses. Employees shall be paid at their regular rate of pay for all other FCS courses and requirements for the GPC. Employee working on their GPC may choose which of the trainings to apply the fourteen (14) hours, provided that the trainings qualify as hours applicable to the GPC curriculum adopted by the State Legislature.

3.7 Renton School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. Additionally, there will be no discrimination with respect to employment of any person because of such person's age (over 40), sex, race, creed, religion, color, national origin, sexual orientation, including gender expression or identity, marital status, domicile, honorably-discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular employee involved. The Association and the District recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality in employment practices wherever it may be lacking in compliance with the letter and spirit of the law. The Affirmative Action Plan will be applied in modifying the composition of the future work forces in the District. Present employees will not be discharged to achieve employment goals. Hiring policies

will be adapted to ensure equal employee opportunities.

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

ARTICLE IV RIGHTS OF THE ASSOCIATION

4.1 Non-Interference

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

4.2 Representation of Employees

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

4.3 Grievance Representation

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

4.4 Association Leaves

- 4.4.1 The Association shall be granted a combined total of seventy (70) days (each day defined as individual employee's regular work day) leave per year with pay to attend conferences, conventions, workshops, and other meetings of the local, State, and/or National Association, provided that no member shall take more than ten (10) days total per year nor more than five (5) consecutive days for any one conference, except that the President shall be eligible to take up to twenty (20) days per year. Prior notification of absence for Association business must be made by the Association to the District. Separate arrangements will be made with the immediate supervisor to deal with work coverage during their absence and/or make up of the work missed. The Association President shall determine which members will be allowed to use Association leave.
 - 1. In recognition of a RESP member holding an elected position within WEA that requires full time release from duties with the Renton School District, it is agreed that:
 - 2. The released time shall be for no more than four (4) years.

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

4.5 Exchange of Information:

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

4.6 Building Access

The Association Representatives shall have access to the District premises during business hours, provided that no conferences or meetings between employees and Association representatives will hamper or obstruct the normal flow of work.

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

regulating use of District facilities.

4.7 Bulletin Boards

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

4.8 Mailings

The Association shall be permitted use of the employees' mailboxes, 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.

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

4.9 Distribution of Agreement

The District agrees to electronically post this Agreement. Two copies shall be distributed to each building and 55 copies shall be sent to the president of the Association within ten (10) days after its printing.

4.10 Meetings

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

4.11 Calendar

The District will not adopt a planning calendar (including adoption of the calendar by the School Board) without first providing an opportunity for Association input. The Association will receive copies of any initial proposed calendars.

ARTICLE V HOURS OF WORK AND WORK RULES

- 5.1 Definition of Positions
 - 5.1.1 A regular position is defined as an assignment that is scheduled for at least three (3) hours per day, is expected to last at least forty-five (45) consecutive work days, and is expected to continue from year to year.
 - 5.1.2 To determine full-time equivalency, full-time is defined as a regular position that is scheduled for eight (8) hours per day, 260-days per year.
 - 5.1.3 A temporary position is defined as an assignment based on student, classroom, building, or district need that may begin and end at any time with no expectation of continuation of hours from year to year; but is anticipated and scheduled for at least forty-five (45) consecutive work days.
 - 5.1.3.1 Temporary positions include but are not limited to: leave replacement; 1:1 student support; enhanced staffing due to class composition; assignments scheduled for less than three (3) hours; classroom enrollment overload; elementary school intervention.
 - 5.1.3.2 Temporary positions of at least three (3) hours that continue for two (2) consecutive school years will become regular at the start of the third (3rd) consecutive school year.
 - 5.1.3.3 Leave replacement positions expected to last less than forty-five (45) work days will be filled by a substitute. Leave replacement positions expected to last more than forty-five (45) work days will be filled as a temporary position. If a leave replacement position is scheduled for fewer than forty-five (45) consecutive work days and is filled with a substitute, the substitute status may be extended up to forty-five (45) work days beyond the original forty-five (45) work days, by agreement, of the District and the Association.
 - 5.1.3.4 Additional assignment is defined as additional hours of bargaining unit work, which may be made available to any classification of employee. Work shall be compensated and may cause the employee's benefit level to be adjusted, as applicable under Agreement provisions. The additional assignment may be designated temporary due to leave provisions, changes to District program(s) and/or funding considerations.

5.2 Work Assignment

5.2.1 Work Assignment Letter: Each employee shall receive a Work Assignment Letter which shall include

salary schedule placement, hourly rate of pay, anticipated number of hours per day, and anticipated number of days per year, and definition of division of work hours reflecting each hour anticipated to be worked, which includes but is not limited to building time hours. Where appropriate, the Work Assignment Letter shall also include salary, as well as seniority, and holiday information.

- 5.2.1.1 "Building Hours" are defined as hours that are worked at the direction of the building principal and are outside of paraprofessional program or 1:1 hours. Program hours include Title/LAP, ELL, Special Education, etc. Examples of "building hours" include, but are not limited to, lunch and playground supervision.
- 5.2.1.2 The Association shall be notified of each site's allocated building hours no later than August 31.
- 5.2.2 Employees whose assignments change due to additional assignments during the year will be notified of such changes in writing and will verify such changes by signature.
- 5.2.3 Employees shall not be required to work any hours without appropriate pay. If job responsibilities require additional time at the request of a supervisor and agreed to by the employee then the extra time will be paid.
- 5.2.4 Office Workload Procedures

No employee will be retaliated against for asking for overtime to perform the required tasks of their role. Employees unable to meet job/role expectations within their assigned work year calendar/hours per day on a regular basis within a given school year will:

- 5.2.4.1 First communicate the concern to their supervisor to develop solutions, which may include authorization of overtime, temporary staffing, reprioritization of work tasks, coaching for the employee, etc.
- 5.2.4.2 If the issues persist after section 5.2.4.1, Association building rep(s) will meet with building administration to attempt to come up with solutions.
- 5.2.4.3 If the issue persists after section 5.2.4.2, the employee may submit a workload review form and/or process to review workload. The workload review form will include an analysis of various factors that contribute to the workload. Objective data will be gathered, to the extent possible, to review the request. The form will be submitted to Human Resources and Association leadership. Upon request, the parties will review in Labor Management Committee

(LMC) and make a recommendation to the Assistant Superintendent of Human Resources, who will make a final decision.

- 5.3 Monthly Salary Installments
 - 5.3.1 All employees will receive payment in equal monthly installments (September August).
 - 5.3.2 Pay for changes in assignments (additions or reductions) will be made in equal installments for the months remaining in the initial assignment.
 - 5.3.3 Employees who have additional assignments may be paid monthly for additional hours worked.

5.4 Overtime

- 5.4.1 Any time worked, approved by the immediate supervisor, more than eight (8) hours per day or forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half (1½) per hour, except that, in some circumstances, the District and the Association may bargain an altered work week consisting of four (4) ten (10) hour work days and such ten (10) hour work days will not be considered overtime nor paid at overtime rates. Employees will not be mandated to stay past their scheduled shift.
- 5.4.2 Any time worked, approved by the immediate supervisor, more than fortyeight (48) hours per week will be paid at two (2) times the employee's regular rate. Work performed on a holiday will be paid at two-and-one-half (2½) times the employee's regular rate (inclusive of their holiday pay).
- 5.4.3 At the option of the employee and if arranged prior to the assignment, compensatory (comp) time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law and in accordance with established District procedures.
 - 5.4.3.1 Supervisors cannot require employees to take comp time in lieu of pay.
 - 5.4.3.2 Comp time should be recorded and monitored. Any extra hours that exceed eight (8) hours in a day or forty (40) hours in a week that are worked as comp time must be calculated at the appropriate overtime rate.
 - 5.4.3.3 Comp time accrual shall not exceed twenty-five (25) hours and must be used by August 10 of each school year. Any comp time accrual over this amount must be reported to Payroll. Any unused comp time shall be submitted to Payroll for payment in the August

pay check.

5.5 Extra-Curricular, After School and Athletic Activities

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

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

- 5.5.1 The Association and the District will jointly develop a means by which District employees will be informed of their rights and responsibilities to accurately report time worked.
- 5.6 Work Day/Work Week

Start and end times are established based on student needs, building times, the length of the student day, and transportation. Modifications to start and end times will include consideration of impacted staff when feasible. Staff input (via meeting, survey, or small group) will be gathered at the end of the school year and/or August days regarding start and end times. Administrators will also discuss transition time, breaks, communication, and lunch times in the development of the preliminary schedules that meet employee and student needs (for example, estimated travel time between activities, etc.) This preliminary discussion should happen by at least October 1. It is understood that discussions will happen as schedules may need to be adjusted. These discussions are not required to be one on one.

- 5.6.1 The work day shall be in accordance with the Work Assignment Letter_of the individual employee position.
- 5.6.2 Start and End Time:

Employees shall be assigned to a definite shift with designated start and end time. All employees shall be notified of hours and work assignments prior to their first day of work in the District.

If there is a need for a change to the start and end time, then the District will give the employee at least ten (10) work days' notice 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.

5.6.3 All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of work time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period. Schedules shall reflect rest periods.

5.7 Meal Period

- 5.7.1 All employees who work five (5) hours or more are entitled to a thirty (30) minute duty-free lunch period in accordance with applicable law. Schedules shall reflect this meal period.
- 5.7.2 All employees, except those paraeducators assigned to Adult Transition Program (ATP) that are required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at their overtime rates.
- 5.7.3 The unique requirements of ATP necessitate the paraeducators assigned to the program to remain on duty during their lunch period so they can be in proximity of the students while the students have lunch at the work site. These paraeducators will work their assigned hours including a paid, on duty lunch in conformance with applicable laws.

5.8 Normal Work Week

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

Employees who normally work a five (5) consecutive day work week will have the option of working four 10 hour days per week during the month of July (inclusive of holidays), provided that the employee's supervisor has approved the arrangement. During the term of this arrangement, employees will have overtime applied after ten (10) hours in one day or forty (40) hours in one week.

- 5.9 Emergency Closure/Inclement Weather
 - 5.9.1 In the event of a building/program/District closure due to emergency/inclement weather, buildings will be presumed to be open to

employees unless notification is provided that employees should not report to work. The District will provide an alternative work location, if possible. Employees are expected to report to work when possible. Employees should exercise appropriate judgment regarding their ability to report to work. Absences due to emergency closure/inclement weather will be considered excused absences. Employees who do not report to work or report to work late shall charge the time missed to appropriate leave or leave without pay, or make up the time missed. Appropriate leaves include vacation, earned compensatory time, and emergency hardship leave. Employees may also have the option to work remotely when available and feasible. No supervisor shall unreasonably deny a request for an employee to work remotely when remote work is available.

- 5.9.2 The District shall identify and notify personnel considered to be essential personnel for purposes of responding to emergency closure(s) of buildings/program(s)/District. Such notification shall be made by November 1 of each year. Essential personnel reporting to work will be paid at one and one-half times their regular rate for all hours worked.
- 5.9.3 Delayed opening due to inclement weather will have no impact on the length of an employee's work day. If schools open late, the employee will be expected to arrive thirty (30) minutes prior to the student start time. The employee will be allowed to put in for their full day pay unless they are unable to report to work thirty (30) minutes prior to the delayed start time. Appropriate leave shall be put in for that missed time. Employees will be notified of any special District procedures regarding delayed openings or early dismissal.
 - 5.9.3.1 Weather conditions are considered a valid reason for emergencyhardship leave, deducted from sick leave. See also 8.5.

5.10 Selection and Assignment

The District and the Association have a shared belief that the hiring of internal employees has significant benefits, including:

- Context of District community
- Working with students and families
- Knowledge of internal processes
- Collaboration skills needed to accomplish school goals
- 5.10.1 Job vacancies will be posted in a timely manner and will list the relevant minimum requirements for the position. During the months of June and July, open positions will be posted for a minimum of seven (7) calendar days.
 - 5.10.1.1 Job postings shall clearly define the number of hours with a clear understanding that start and end times may vary.

- 5.10.2 Selection of candidates for open positions shall be determined with consideration being given to seniority, test scores/performance tasks, recommendations, experience and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete an application for open positions within the bargaining unit. Among candidates deemed equally qualified through the interview process, the position will be offered to the internal candidate with the most seniority.
 - 5.10.2.1 For all RESP 4-5 clerical vacancies, at least the three (3) most senior internal candidates who meet the minimum qualifications will be offered an interview.
- 5.10.3 If an employee has applied for a different position within the unit and is passed over, they will, upon request, receive a written notification of the reasons why they did not receive the position.
- 5.10.4 This section shall not supersede the management right to hire applicants from outside the District whose qualifications are demonstrably superior to all applicants from within the District or when such hiring is directly related to implementing the District's Affirmative Action Plan.
- 5.10.5 Employees who change positions within the bargaining unit, unless through displacement or involuntary transfer, shall serve a sixty (60) work day probationary period. The employee will receive the pay rate for the new position during the probationary period. In the event the requirements for the new position are not met, the employee may be or may request to be returned to their original position, or the next available similar position and/or classification and pay. The employee will continue to serve in the new position and will receive the pay rate for that position until they are returned to the original or similar position.
- 5.10.6 For this section, and Sections 5.13 and 10.3, seniority shall be based on length of continuous service in full-time and regular positions covered by this bargaining unit.
- 5.11 Initial Placement on the Salary Schedule
 - 5.11.1 Employees new to the unit will be placed on the first step of the salary schedule unless prior work experience has been verified as noted in 17.2.4.
 - 5.11.2 The conditions or factors for placement on the salary schedule will be explained to employees before hiring and assignment.
 - 5.11.3 Former bargaining unit employees, who worked at least three years in the bargaining unit prior to leaving, who return to the bargaining unit within two

(2) years shall be held harmless in regard to their step on the salary schedule, sick leave, vacation, seniority and certificate credit.

5.12 Voluntary Transfers

- 5.12.1 Application in response to a specific vacancy, as posted, may be submitted to the Human Resources Department within the time limits as included in the posting.
- 5.12.2 Employees who have submitted applications for transfer in response to a specific, published vacancy will be considered along with the other applicants for any vacancy, provided the applicant's experience and qualifications meet the requirements of the position. Seniority will be considered in filling published vacancies.
- 5.12.3 Employee reassignment and transfers will be dependent upon, but not limited to, the needs of the District, and: (a) seniority; (b) related work experience; (c) training; (d) demonstrated ability; (e) evaluations.
- 5.13 Involuntary Transfer
 - 5.13.1 Involuntary transfers may be of short or long term duration and are responsive to such circumstances requiring remedial action, and other similar conditions that might be considered "emergency situations."
 - 5.13.2 Employees may be assigned outside their experience or training but the evaluation of their performance in the new position shall clearly so indicate.
 - 5.13.3 If the employee is involuntarily transferred to a classification position of lower pay, they shall be placed on the step closest to, but not less than, the rate of pay the employee was receiving at the time of transfer. If the employee's salary exceeds the salary of the new classification, they will be held harmless at their current salary.

5.14 Displacement

5.14.1 Displacement occurs when one (1) or more hours of a regular position are eliminated due to enrollment changes or program termination. The affected employee will be offered available regular hours in the same classification in the same building. If more than one (1) employee is affected, the hours will be offered to the employees in order of seniority. If sufficient hours are not available, the employee may choose to accept temporary hours, or hours in a lower classification in the same building or to enter the district displacement pool. If an employee chooses temporary hours or hours in a lower classification they will have the opportunity to re-enter the displacement pool at the beginning of the following school year. If after two (2) consecutive opportunities to participate in the displacement pool, and the employee has

not been made whole, their reduced hours/classification will become their new position.

- 5.14.2 If a position is eliminated, causing an employee to be displaced, and then the position is restored, the employee who held the position will be given the first opportunity to hold that position, provided the exact position is restored, the position is restored within twelve (12) months of its elimination, and the employee's evaluations have been satisfactory
- 5.14.3 The District will establish a displacement pool each August to assist displaced employees in identifying vacant available regular positions. The District will notify the Association of the members who have chosen to enter the displacement pool and subsequent placement decisions.
- 5.14.4 Displaced employees will be provided a minimum of three (3) days notice prior to the effective date of the move. The notice will be provided in writing and will include the rationale for the displacement according to 5.14. A copy of the written notice will also be provided to the Association.
- 5.14.5 Upon request, a representative from Human Resources and the employee shall meet prior to the implementation of the displacement to discuss the potential negative impacts the displacement may have on the employee.
- 5.14.6 Renton Innovation Zone (RIZ) Displacement: The District and Association agree that the professional responsibilities and expectations for staff working at a RIZ school are unique and differ significantly from the responsibilities and expectations for paraeducators at non-RIZ schools. In recognition of these differences, the District and Association agree to the following exceptions to the displacements into positions at RIZ schools:

When an employee is notified that they will be displaced from their current assignment for the following school year, the District will provide the employee with information describing the expectations for them at a RIZ school.

Employees requesting to be displaced into a RIZ school will communicate this to Human Resources. Human Resources will put the employee in contact with the Principal of the school they are considering in order to learn more about the expectations of the position through an informal "meet and greet" at least twentyfour (24) hours prior to their deadline for making a displacement choice. If contacted by the employee, the Principal or Assistant Principal will attempt to schedule a meet and greet (virtual or in-person) with the employee prior to the employee's deadline for making a displacement choice.

After the meet and greet, both the Principal and the employee may choose to

accept or decline the employee's choice to displace into that RIZ school. If either declines, the employee will not be placed into that RIZ school.

If the Principal or Assistant Principal is not able to schedule the meet and greet prior to the employee's deadline for making a displacement choice, then the following will apply if the employee still chooses to displace into the RIZ school:

- The Principal will have the option to complete a 90-day review of the employee within the first 90 days of the new assignment. In the event the Principal determines that the employee's job performance is not consistently meeting expectations, the employee will be removed from the RIZ school assignment and will be given the opportunity to choose from the available open assignments at another school. The Principal must notify the employee no later than day 80 of the assignment of their intent to remove the employee from the RIZ school assignment.
- Within the first 90-days of the new assignment, the employee may request to voluntarily displace from the RIZ school assignment to another school. The employee must notify the Principal no later than day 80 of the assignment of their intent to voluntarily displace.

5.15 Assignment of Additional Hours

If additional hours are assigned to a specific program or position type in a building, employees in a like position whose schedule can accommodate the additional hours will be offered the additional hours in order of their seniority. If no employee in a like position can or will accept the additional hours, the hours first will be offered in seniority order to other employees at the worksite whose schedule can accommodate the assignment and who are qualified for the assignment as determined by the District. If hours designated to specific positions or position types in a building are reduced, the least senior employee(s) shall be the first to be affected unless such reduction is due to District reduction-in-force or layoff which would be implemented under the provisions of Section 10.6. Additional or new positions to a facility will be handled under the provisions of Section 5.10.

- 5.16 Protective clothing, including arm sleeves, will be made available to staff working in classrooms where students are prone to emotional and/or physical outbursts. Training will be provided for paraeducators at least twice a year, in groups of paraeducators, on topics related to their position.
- 5.17 Employees contracted through outside agencies are hired on a temporary basis to provide technical assistance and extra support to highly involved students with disabilities. This extra support occurs only in unusual situations and for special reasons that current paraeducator support cannot provide in that circumstance. The District agrees its first preference is to have District employees fill these positions, and works to transition the

temporary extra assistance to district employees. The District will notify the Association President within two (2) weeks of the District contracting with an outside agency.

- 5.18 Each employee will be assigned a laptop or tablet as long as funding is available. Both parties agree to jointly work to maintain funding sources and if a funding deficit occurs then the Association will be given enough notice to jointly negotiate a solution to ensure that employees will have access to the tools necessary to perform their role.
- 5.19 Time will be provided for paraprofessional communication, which includes, but is not limited to, time to access written/electronic communication. Every effort will be made to allow that time to be in student-free areas of the work site.
- 5.20 Common Area Supervision

The parties agree that supervision of students to provide a safe environment must be prioritized. Schools that regularly experience understaffed supervision (see 5.20.2) in common areas will be brought to Labor Management meetings to discuss the need for solutions which may include, but not be limited to, adding hourly staff, reassignment of existing staff, schedule redesign, absence management, etc.

- 5.20.1 Each building will develop and publish a student supervision plan, including assignments, times and locations. This plan will be distributed to the building and will be reviewed with impacted staff no later than the fifth (5th) day of school or after any changes are made to the plan. Excellent models of supervision schedules will be shared with Association leadership and building administrators to assist with the development of strong supervision plans.
- 5.20.2 There must be at least two adults supervising large numbers of students in areas such as playgrounds, cafeteria, commons, and arrival/departure locations. Any adult that is assigned to common area supervision being counted to meet this expectation shall be clearly told that supervision is one of their primary tasks during the applicable time.
- 5.20.3 Employees assigned to supervision duties will be provided with clear direction and expectations regarding effective supervision of students.
- 5.20.4 All staff assigned supervision of large numbers of students in the areas listed above will have access to digital or electronic communication on their person to reach the Main Office and/or an administrator in case of emergency. Clear expectations or training shall be provided to all employees on the appropriate use of these communication devices.
- 5.20.5 Concerns and/or perceived violations regarding student supervision as outlined in this article is subject to the grievance procedures in Article XVI.

5.21 Student Behavior/Discipline Support

- 5.21.1 The parties agree that it is important that those unit members providing direct support to students be provided/have access to critical information regarding the student. Such information may be provided by teachers/administrators/support personnel in the form of oral/written communication or access to particular student records. The parties also agree that the unit member receiving such information is responsible for complying with all laws, policies, rules and regulations governing the privacy of such information.
- 5.21.2 The parties also agree that unit members input should be informed of building decision making models and plans developed in accordance with that model, including opportunity for input when appropriate, such as when the decision impacts the member's working conditions.
- 5.22 Start of School Year Activities/Work Hours
 - 5.22.1 Start of school staff meetings and activities contribute to a positive school culture and a shared understanding of school and district priorities and expectations and are essential to a successful school year.
 - 5.22.2 Each employee will have a work day that falls on a building-directed staff development day prior to the start of school. The work day length will be the same as the employee's normal hours per work day. However, employees who work less than 6.5 hours per work day will submit extra hours such that they are compensated for 6.5 hours total on that day.
 - 5.22.3 Paraeducators assigned to ILC classrooms will have an additional work day added to their work year calendar that falls before the first student day (in addition to the work day described in 5.22.2). However, among mutual agreement between the classroom ILC para(s), the classroom teacher, and the building administrator, the day that this falls over may be modified to another day prior to the first student day. If modified, the building administrator will document the mutually agreed upon arrangement and communicate it to Human Resources, to ensure adequate documentation of when the hours were actually worked.

5.23 Optional Days/Hours

5.23.1 Paraeducators, with the exception of those assigned to an ILC classroom, may participate in an additional two (2) hours to prepare and orient themselves to the building, classroom and staff. Examples for the use of this time include: meeting with the classroom teacher(s) and/or building administrator(s), assisting with preparations for the start of school and/or becoming familiar with the school/classroom schedule. These two (2) hours can occur at any time, to be determined in collaboration between the paraeducator and classroom teacher. These two (2) hours shall be submitted as extra hours.

- 5.23.2 Technology Resources Specialists may choose to work up to an additional five (5) days, paid via extra hours. The dates for these days are to be mutually agreed upon with the building Principal. The duties for these days are at the direction of the building Principal.
- 5.24 Working at an Alternate Classification/Pay

Employees will be paid at the appropriate classification for the hours worked at the appropriate rate of pay. If an employee is required to assume work responsibilities in a classification position of higher pay, they shall receive the pay equal to that which they would normally receive in the higher classification. Employees working temporarily in a lower rate of pay will not receive less than their regular assignment pay.

5.25 Employees with an Emergency Substitute Certificate

Employees with an emergency substitute certificate, or a valid teaching certificate, who provide classroom coverage when the certificated staff member is absent, will be compensated at the certificated substitute rate. Employees will not be required to substitute as a certificated teacher, except when the substitute need is in a special education classroom that the paraeducator is regularly assigned to and the District sponsored the cost of the paraeducator's emergency substitute certificate.

- 5.25.1 Provided that the principal has provided a recommendation, the District will sponsor the cost of the emergency substitute certificate for an employee.
- 5.26 ILC Paraeducator Retention and Unfilled Position Recognition Bonus
 - 5.26.1 ILC Paraeducators are defined as paraeducators whose base assignment is to work in self-contained classrooms, described as of the ratification of this Agreement as: ILC, EBD, ATP, and Preschool at MCELC.
 - 5.26.2 ILC Paraeducators shall receive a five hundred dollar (\$500) retention and workload recognition bonus as follows:
 - On the December pay warrant, prorated to the number of days in paid status from the start of the work year through the end of November.
 - On the April pay warrant, prorated to the number of days in paid status from the start of the prior December through the end of March.

- On the July pay warrant, prorated to the number of days in paid status from the start of April through the end of the work year.
- 5.26.3 At the beginning of the school year and throughout the school year if needed, building administrators will ask employees if they would like to volunteer to cover unfilled ILC positions, in an effort to facilitate coverage with volunteers first. While administrators retain the right to assign employees to cover unfilled ILC positions based on overall building needs, administrators will first refer to the volunteer list before assigning employees for coverage.
- 5.26.4 In the Labor-Management Committee (LMC), the parties will discuss ways to identify reasons for turnover among ILC paraeducators and make recommendations to the District's recruitment team, which may include asking all ILC paraeducators to complete an exit or stay conversation on the last day of school.
- 5.27 Ergonomics, Personal Belongings, and Equipment Storage

Joint teams of building/department administrators and impacted employees will review job-specific needs and seek solutions related to Section 5.27 (for example: recess, bus duty, behavior in the classroom, etc.).

- 5.27.1 Each building shall have enough appropriately sized furniture for employees. The District will notify employees at least twice per year on the process to access accommodation for additional equipment through the ADA process.
- 5.27.2 Employees shall have access to a space that can be locked for their personal belongings. At the site level, administrators will collaborate with employees who do not have locked space and/or appropriate work space and meet, as needed, to determine options given the building limitations.
- 5.27.3 A designated location(s) will be established for storing school equipment that may need to be accessed by multiple employees over the course of any given day, such as first aid kits, communication devices, vests, umbrellas, etc.
- 5.28 Learning Assistance Program (LAP) Paraeducators: Whenever feasible, LAP paras will have preparation time built into their schedule each week to ensure the continuity of duties outside of late start Fridays.

ARTICLE VI HOLIDAYS

- 6.1 Employees are eligible to be paid for up to fourteen (14) of the following holidays:
 - 1. Labor Day
 - 2. Veterans' Day
 - 3. Thanksgiving Day
 - 4. The day after Thanksgiving Day
 - 5. The day before or after Christmas Day*
 - 6. Christmas Day
 - 7. The day before or after New Year's Day*
 - 8. New Year's Day
 - 9. The legally designated day for Martin Luther King Jr.'s birthday
 - 10. The legally designated day for Presidents' Day
 - 11. The Monday or the Friday of Spring Vacation*
 - 12. Memorial Day
 - 13. Juneteenth
 - 14. Independence Day

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

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

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

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

Position factor times 14 possible holidays = number of paid holidays

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

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

ARTICLE VII VACATIONS

- 7.1 Each employee will receive paid vacation days based upon the employee's years of qualifying work experience for salary placement purposes, as defined in Section 17.2.4.
 - 7.1.1 Employees who work 260 days per year will receive vacation days and may accumulate up to 280 hours of vacation. Each employee is eligible for paid vacation up to the following maximums with the exception of 260-day employees who receive vacation days as shown in the chart in 7.2.1. Employees who work a 260-day assignment may cash out up to eleven (11) vacation days annually, provided they maintain a balance of at least ten (10) days of vacation after the cash out. Employees must submit their request via the District's electronic timekeeping system by April 15 for payment in the May pay warrant.
 - 7.1.2 Employees who work less than 260 days per year will receive pay in lieu of vacation days, as reflected in the salary schedule appendices.
- 7.2 The number of paid vacation days is factored into the hourly rate for all employees who work less than a 260 day work year calendar. See Appendix A.
 - 7.2.1

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

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

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

ARTICLE VIII LEAVES

- 8.1 Requests for leaves of absence shall be made in writing to Human Resources at least thirty (30) days prior to the start date of the foreseeable leave, and as early as possible in all other situations. If the start or end date of the leave changes, the employee shall notify Human Resources as soon as possible.
- 8.2 The parties agree that regular attendance is important for the District to meet the needs of education and provision of services. Failure to utilize leaves appropriately may result in appropriate counseling and/or disciplinary action.
 - 8.2.1 Accumulated sick leave is transferable to and from districts within the State, as provided under law.
 - 8.2.2 All employees hired for 180 days or more will receive twelve (12) days sick leave each year. This is inclusive of six (6) days of emergency leave.
 - 8.2.3 All employees hired after the start of their work year or employees who work for less than 180 days will receive a prorated portion of twelve (12) days calculated as follows:
 - A. Employees hired the 1st through the 15th of a month will receive a full day sick leave for that month and one day per month for the remainder of that fiscal year.
 - B. Employees hired the 16th through the 31st of a month will receive a half day sick leave for that month and one day per month for the remainder of that fiscal year.
 - 8.2.4 Each employee shall be credited in advance with the sick leave allowance at the beginning of each school year or at the beginning of employment.
 - 8.2.5 Sick leave provided and not taken shall accumulate from year to year up to a maximum allowed by law. Such accumulated time may be taken at any time during the employee's work year. Employees having accumulated more than 180 days shall be allowed to use those days as prescribed by SPI rules, regulations, or guidelines.
 - 8.2.6 When possible, employees will notify the District of a foreseeable sick leave absence (e.g. doctor's appointments) at least two (2) work days in advance. School-based employees will provide the two (2) work days' advance notice by entering the absence into the District's absence management system. For school-based employees providing less than two (2) work days' notice and for non-school based employees, notification will be provided pursuant to building/department specific protocols.

- 8.2.7 In January of the year following any year which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.
- 8.2.8 At the time of separation from District employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the employee for each four (4) full days accrued leave for illness or injury. Eligible employee means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service under SERS 3; or (c) employees who separate from employment and who are at least fifty-five (55) and have at least ten (15) years of service under SERS 2, as provided under WAC Ch. 392-136 & RCW 41.32.010, as amended (Ch. 231, Laws of 2000).
- 8.2.9 A doctor's certificate is needed for sick leave absences lasting more than five (5) consecutive days.
- 8.2.10 For each day's absence beyond accumulated sick leave days, a deduction of a full day's salary will be made.
- 8.2.11 Employees may use sick leave for dental and medical appointments.
- 8.2.12 Pursuant to RCW 49.12.270, the employee is allowed to use any or all the employee's sick leave or other paid time off to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the Agreement applicable to the leave, except for any terms relating to the choice of leave.
- 8.3 Employees on a 260-day work year calendar may use vacation leave for sick leave qualifying reasons if the following conditions apply:
 - The employee has zero sick leave.
 - The employee has taken a Human Resources approved leave of absence within the last two years from the date of the absence.
 - The employee used at least twenty-four (24) days of sick leave during the approved

leave of absence.

Human Resources administrative processes for the use of leave would still apply.

8.4 Bereavement Leave

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

8.5 Emergency/Hardship Leave

Six (6) days emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deductible from annual sick leave). Upon written request to Human Resources, employees may be granted additional emergency leave days with pay. Additional days will be granted: (1) if the situation is as defined in this Section; (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.

- 8.5.1 This leave may be used for any personal reasons of an emergency/hardship nature, including illness or injury in the family, funeral not covered by bereavement leave, religious leave, or legal or personal affairs that cannot be scheduled outside the normal work day and the absence should be entered electronically.
- 8.5.2 Weather conditions for local travel to and from school shall be considered as a valid reason for an emergency/hardship leave. (See also 5.9.3.1)
- 8.5.3 Emergency/hardship leave for other or unusual circumstances should be cleared through the department supervisor and reported as an absence for final approval by the Human Resources Department.
- 8.5.4 Employees with special hardship situations may be granted additional emergency/hardship leave by the Human Resources Department, with full pay deductions.
- 8.5.5 Employees may use emergency/hardship leave to attend scheduled schoolsponsored events for members of immediate family or children living in the home. Employees should notify their supervisor five (5) days in advance.
- 8.5.6 Employees on a 260-day work year calendar may use vacation leave for emergency leave qualifying reasons if the following conditions apply:

- The employee has zero sick leave.
- The employee has taken a Human Resources approved leave of absence within the last two years from the date of the absence.
- The employee used at least twenty-four (24) days of sick leave during the approved leave of absence.

Human Resources administrative processes for the use of leave would still apply. The cap of six (6) days of emergency leave per year still applies.

8.6 Personal Leave

- 8.6.1 All personal leave days may be taken in half (½) or whole day increments.
- 8.6.2 Employees will have two (2) Personal Leave days which shall be provided by the District and shall be at no cost to the employee. Employees may exercise the option to receive pay for one (1) unused personal day each year. Requests must be submitted via the District's electronic management system no later than May 15 for each year for payment in the June pay warrant.
- 8.6.3 One (1) additional Personal Leave day, taken from the employee's existing sick leave balance, is available.
- 8.6.4 One (1) additional Personal Leave day will be given to employees with a sick leave balance of at least twenty (20) days as of August 31 of each year.
- 8.6.5 The employee will notify their supervisor of the intent to take personal leave at least two (2) working days prior to the leave, unless compelled otherwise by emergency, in which case, the employee should provide as much notice as possible. The employee will enter the absence electronically.
- 8.6.6 Personal Leave may not be used the first or last day of school; to extend a holiday, vacation or sick leave; or on a student registration day unless extenuating circumstances are granted by the Assistant Superintendent of Human Resources. Exceptions for restricted use are outlined in 8.5.8 below.
- 8.6.7 If an employee has a balance on August 31, then up to one (1) day of Personal leave will be automatically carried over to the next work year.
- 8.6.8 Exceptions to Restricted Day Usage

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

Requests for use of restricted days should be submitted in writing to Human

Resources no less than five (5) days prior to the requested date.

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

The day before or the day after Independence Day shall not be considered a restricted day.

- 8.7 Illness/Injury/Disability Leave
 - 8.7.1 Requests for leave shall be made in writing to Human Resources as early as possible. The exact date the leave is to begin and end will be determined jointly by the employee and Human Resources.
 - 8.7.2 Accrued sick leave benefits may be used when the employee is ill or temporarily disabled.
 - 8.7.3 Such leave shall commence when the employee is no longer capable of performing the duties of her/his job and concludes when the employee is capable of resuming those duties.
 - 8.7.4 Upon returning, the employee will be assigned to the position held before the leave or to an equivalent position with at least equivalent compensation.
 - 8.7.5 A shorter or longer leave than specified will be granted if the employee submits such a request in writing, supported by the employee's personal physician's statement that the employee's health justified the request, or if the employee and the District agree to a longer leave to their mutual advantage. If, at the time specified for return to active employment, the employee is unable to return because of medical complications, as supported by the employee's physician's affidavit, additional leave will be granted to the extent necessary.
 - 8.7.6 While on leave, the employee may request an earlier return to active employment than indicated. Details of such a return would be worked out with Human Resources.
 - 8.7.7 At least two (2) weeks prior to the agreed-upon ending date of the leave; the employee shall notify Human Resources of the employee's intent to: (1) return to duty; (2) request extension of leave; (3) resign.
 - 8.7.8 Leaves granted for periods beyond those covered by allowable accrued sick

leave will be granted without pay.

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

8.8 Leave Sharing

- 8.8.1 Employees may participate in the District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests in accordance with RCW 41.04.665.
- 8.8.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
 - 8.8.2.1 An employee who has an accrued sick leave balance of more than twenty-two (22) days may request a transfer of a specified amount of sick leave to another employee. that would result in their sick leave account going below one hundred and seventy-six (176) hours.
 - 8.8.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if they prefer, request a transfer of a specified amount of vacation leave to another employee. An employee may not request a transfer that would result in their vacation leave account going below ten (10) days.
- 8.8.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District. Days shall be converted to hours.
- 8.8.4 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 employees, or their legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- 8.8.5 An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.

- 8.8.6 Leave Exhaustion: The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.
 - 8.8.6.1 For pregnancy disability and/or parental leave, it is not required to deplete all their annual sick leave and up to forty (40) hours can be maintained in reserve.
 - 8.8.6.1.1 "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, within the first twelve (12) months following birth or placement, for a period of up to sixteen (16) weeks. WAC 357-31-460(2) explicitly states that parental leave must be taken during the first year following birth or placement.
 - 8.8.6.1.2 "Pregnancy disability" means a pregnancyrelated medical condition or miscarriage.
- 8.8.7 The amount of leave which an employee may receive shall be based on employee request and/or their personal physician's judgment; however, an employee shall not receive a total of more than one contractual year's worth of leave, or 260 days, whichever is fewer. An employee who requests to receive sick or vacation leave must be on an approved leave for a time period not less than the amount of leave transfer requested.
- 8.8.8 While an employee is on leave, they shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- 8.8.9 Transfer of leave shall not exceed the donating employee's requested amount.
- 8.8.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 8.8.11 The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.
- 8.8.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- 8.8.13 Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employee or employees who donated the unused leave.

8.9 Other Leaves of Absence

- 8.9.1 Upon written request by the employee and the recommendation of the Superintendent, leave of absence may be granted to any employee for purposes of: (a) illness, (b) family emergency, (c) military service, (d) education, (e) domestic violence victims; or (f) spouses of military personnel.
- 8.9.2 Leave of absence of any employee on leave for reasons other than military service will terminate at the end of one (1) year in which no service has been rendered.
- 8.9.3 Except for military service, there shall be no other employment while on leave without prior approval of the Superintendent.
- 8.9.4 The District will state, in writing, the terms of the leave of absence. The returning employee will be assigned to the position occupied before the leave of absence or to a position substantially equal in duties and compensation. Employees filling positions of employees on leave of absence will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of these provisions. This provision does not apply to leaves of short duration for which the District presently hires substitutes.
- 8.9.5 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, that if such leave is approved for extended illness or injury, seniority shall accrue.

8.10 Family Medical Leave

8.10.1 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 fifty-two (52) weeks, excluding authorized leave or periods of time in which the employee does not report to work, but has continuing employment, and does not collect unemployment benefits. The District will inform the employee of eligibility upon receipt of a request for a family medical leave.

8.10.2 Definitions

"Parent" is defined as the biological parent of an employee or an individual who stood in loco parentis (in the place of a parent) to an employee when the employee was a son or daughter. "Child" is defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis (in the place of a parent) who is under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.

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

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

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

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

- 8.10.3 Family Medical Leave may be taken:
 - 8.10.3.1 because of the birth of a child and to care for a newborn child; or
 - 8.10.3.2 because of the placement of a child with the employee for adoption or foster care; or
 - 8.10.3.3 to care for a child or a spouse or parent who has a serious health condition; or
 - 8.10.3.4 because of the employee's own serious health condition.

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

- 8.10.4 Family medical leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the employee's need for family leave.
- 8.10.5 Leave taken under 8.10.3.1 or 8.10.3.2 above shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the District agree. Leave taken under 8.10.3.3 or 8.10.3.4 may be taken intermittently or on a reduced leave schedule when medically necessary. If an employee requests intermittent leave, or leave on a reduced leave schedule

that is foreseeable based on a planned medical treatment, the District may require such employee to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular position of the employee. The taking of intermittent or reduced leave shall reduce the total leave allowed an employee only by the actual amount of leave taken.

- 8.10.6 Family Medical Leave shall be without pay for all or part of the leave. The District may require the employee, or the employee may opt, to substitute and use their total accumulation of paid sick and/or vacation leave to which they are otherwise entitled during family medical leave. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from the leave, the employee must reimburse the District for all premiums paid during the leave, unless the reason the employee does not return is due to:
 - 8.10.6.1 The continuation, recurrence or onset of a serious health condition which would entitle the employee to leave under this section; the District may require medical certification within thirty (30) days.
 - 8.10.6.2 Other circumstances beyond the employee's control, such as transfer of a spouse to a job location more than seventy-five (75) miles away, another relative other than immediate family member has a serious health condition and the employee is needed to provide care, or the employee is laid off while on leave.
- 8.10.7 Family Medical Leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
- 8.10.8 An employee who plans to take Family Medical Leave must provide the District with a written request at least thirty (30) days in advance. If the Family Medical Leave is not foreseeable, the employee must notify the District no later than the fifth (5th) day of absence that a Family Medical Leave is needed and must provide a written request for a Family Medical Leave at that time.
- 8.10.9 Upon returning from Family Medical Leave, the employee is entitled to be returned to the same position they previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 8.10.10 Any employee who works principally in an instructional capacity who would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to

take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

- 8.10.11 If the District grants greater Family Medical Leave benefits to any other employee group than those contained in this Section 8.10, the District will grant such greater benefits to this employee group.
- 8.11 Paid Family Medical Leave Act

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

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

8.12 Adoption Leave

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

8.13 Domestic Violence

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

8.14 Attendance at the Legislature

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

8.15 Jury Duty

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

8.16 Subpoena Leave

8.16.1 The employee will be granted subpoena leave as may be required by the

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

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

ARTICLE IX WORKERS' COMPENSATION

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

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

ARTICLE X HIRE DATE, PROBATION, SENIORITY, AND LAYOFF

10.1 Seniority Date

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

10.2 Probation

- 10.2.1 A probationary period for all new employees of ninety (90) calendar days will be required. If an employee's conduct, proficiency and fitness are judged to be satisfactory by the evaluating supervisor during the probationary period, the employee will be given regular status. The termination provision of Article XI does not apply to probationary employees. The probationer may be discharged during the probationary period in the event of their demonstrated inability to cope with or perform the assigned duties as identified in their job description, or for being unproductive, or for misconduct.
- 10.2.2 Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement, with seniority retroactive to the hire date. All applicable rights and benefits as described elsewhere in this Agreement shall apply to probationary employees.

10.3 Seniority Rights

- 10.3.1 The seniority rights of an employee shall be lost for the following reasons: resignation (see section 5.11.3 for exception), discharge for justifiable cause and retirement.
- 10.3.2 Seniority rights shall not be lost but shall not accrue for the following reasons: authorized, unpaid leaves of absence, and involuntary layoff.
- 10.3.3 Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury (up to one (1) year); paid, authorized absence covered by the leave provision of the Agreement (authorized absence due to extended illness or medical disability); and holidays and vacations.
- 10.3.4 The District shall provide the seniority list to Association leadership by March 31 of each year.

10.4 Career Ladder Opportunities

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

- 10.4.1 The District and the Association will promote unpaid job shadowing/office support in non- school day/summer to increase opportunities, provided that the employees who would be shadowed agree.
- 10.4.2 Existing employees will get first priority for substituting into a higher-level position, provided that the employee's position is not harder to fill than the position for which they are substituting. See section 5.24 when applicable for positions of a different pay rate.
- 10.4.3 The District will provide online access to information and timelines regarding the hiring process.
- 10.4.4 The District and the Association will work together to provide resume and application training annually.
- 10.5 Classification and Reclassification
 - 10.5.1 "Classification" refers to the vertical arrangement on the salary schedule based on the skill, complexity, responsibilities and working conditions for each position.
 - 10.5.2 The purpose of these classifications is to provide reasonable wage differentials between employee classifications based on assigned skill, complexity, responsibilities and working conditions.
 - 10.5.3 Reclassification forms shall be posted for easy access with references to applicable guidance in this Agreement and the actions that would lead to a classification review. Employees may apply for reclassification once in each twelve (12) month period, or more often if job skills, complexity, responsibility and/or working conditions are substantially altered. Any employee, at their option, may have an Association representative present at a reclassification review. Both the Association President and the employee requesting reclassification will be notified via email when their reclassification request is received.
 - 10.5.4 When an employee requests review of their position for potential reclassification, the District will schedule a review of the position within thirty (30) calendar days of receipt of the completed request for information. Within thirty (30) calendar days of the review the employee will be provided with the results of the review. Through the course of the review, if it is determined that an employee is performing job duties outside of their classification, regardless of the results of the review, the District will instruct the employee's supervisor to discontinue assigning such work. See also Section 17.2.5, 17.2.6 and 17.2.7.

- 10.5.5 The District will provide information to the Association regarding any changes to the classification system used by the District a minimum of thirty (30) calendar days prior to implementation of the new classification system.
- 10.5.6 Upon request, the Association shall be provided with the classification details of all existing positions which may include, but is not limited to, the job description, the points assigned to each classification, the total points and the overall point system determining salary levels.
- 10.6 Reduction in Force (RIF), Layoff and Recall

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

- 10.6.1 The number and type of positions to be retained shall be determined by the District. This information will be provided to the Association.
- 10.6.2 The RIF shall be conducted by bargaining unit seniority. The District will establish seniority lists as defined in Section 10.1 within each of the five (5) classifications. For procedural purposes, the District will group and contact individuals, giving consideration to days and hours worked and the general type of work being performed. Senior employees in each classification who are interested in available positions and who are qualified for the position(s) will be retained regardless of their previous assignment.
 - 10.6.2.1 Employees who are affected by situations noted in 10.6 will be notified in writing by the Human Resources Department. Employees will be assigned to positions vacated by the least senior employees or may elect to wait to request assignment to the next available open position for which they are qualified. The Association will be provided with a list of these employees.
 - 10.6.2.2 No employee shall be offered or assigned a higher classification.
 - 10.6.2.3 The District will notify affected employees and the Association of impending layoffs at least thirty (30) days prior to the first layoff.
 - 10.6.2.4 Should the District decide to layoff any non-annual employee, the employee shall be notified in writing prior to the expiration of the school year, or as soon as possible.
- 10.6.3 Those employees not initially retained shall be placed in a re-employment pool.

- 10.6.3.1 Employees placed in the re-employment pool shall be listed in five (5) groups by order of seniority in the bargaining unit.
- 10.6.3.2 For this section seniority shall be based on length of service in the bargaining unit (Section 10.1), excluding substitute time. However, employees who were bargaining unit members on August 31, 1989, shall be allowed to retain seniority credit for service in a non-bargaining unit position.
- 10.6.3.3 In cases where seniority is equal, employees will be chosen by lot.
- 10.6.3.4 The most senior employee will be offered the first open position for which they qualify. Qualify means they have the necessary training and/or experience required to successfully carry out all the job responsibilities of the position.
- 10.6.3.5 If the most senior employee in the re-employment pool does not qualify for the position, or does not wish to take it, the next most senior employee who does qualify will be offered the position.
- 10.6.3.6 Employees may turn down two (2) position offerings for which they qualify before being removed from the re-employment pool, provided that such employee is offered a position substantially equal to that held prior to layoff.
- 10.6.3.7 Employees will remain in the re-employment pool for a period of two (2) years from date of layoff, except as stated in subsection 10.6.3.6 above.
- 10.6.3.8 A laid-off employee shall, upon application, and at their option, be placed on the substitute list.
- 10.6.3.9 All benefits to which an employee was entitled at the time of their layoff, including unused sick leave, will be restored to the employee upon return to active employment. The employee will be placed on the same step at the time of layoff.
- 10.6.3.10 In case of persons not re-employed by September 1 of the following school year, notices of recall shall be sent to personal email, when known, and by certified or registered mail to the last known address. It shall be the employee's responsibility to keep the District notified of their current mailing address.

ARTICLE XI DISCIPLINE AND DISCHARGE OF EMPLOYEES

11.1 Disciplinary Process

The District shall follow due process and progressive discipline in its discipline of employees covered by this Agreement. Although each personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees. In administering progressive discipline, the following steps will normally apply (See Section 3.3.8):

Verbal Warning (non-disciplinary) Letter of Direction (non-disciplinary, placed in building file) Letter of Reprimand (disciplinary, placed in personnel file) Suspension (disciplinary, placed in personnel file) Termination (disciplinary, placed in personnel file)

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

- 11.2 The District shall have the right to discipline or discharge an employee for justifiable cause. The District shall notify the employee of any allegations against them within ten (10) work days of Human Resources learning about the allegations against the employee.
 - 11.2.1 Warning notices are defined as any formal or informal corrective action issued prior to a suspension or termination. Warning notices will be considered collectively, not individually. Upon written request by the employee, warning notices shall be removed from Personnel files twelve (12) months from the date of notice if there have been no further notices for a six (6) month period.
 - 11.2.2 No prior warning notice shall be necessary if the cause for discharge or suspension is theft, intoxication related to employment, sleeping on the job, recklessness or unauthorized use of vehicles. In addition, no prior warning shall be necessary if there are circumstances where the situation is of an extreme nature demanding immediate action; therefore, progressive discipline or action is not indicated and/or within the District's legal options.
 - 11.2.3 Progressive discipline procedures are not required prior to an employee being placed on a plan of improvement for performance related reasons.

- 11.3 An employee shall be entitled to receive a written statement of the reasons for suspension or discharge and/or a hearing upon request.
- 11.4 The discipline of an employee will be handled as discretely as the situation warrants and is possible under the circumstances.
- 11.5 The employer agrees to give at least two (2) weeks' notice of intent to terminate an employee, and each employee shall give the employer at least two (2) weeks' notices of their intent to resign. Failure of the employee to give such notice shall not constitute a breach of Agreement by the Association. Failure of the District to give such notice shall constitute a breach of Agreement.

ARTICLE XII PERSONNEL RECORDS AND EVALUATION

12.1 Personnel Records

- 12.1.1 An official file shall be maintained for each employee in Human Resources.
- 12.1.2 Building files, as required and when properly noted in the employee's official file, may be kept by the employee's immediate supervisor. These files are considered confidential and only open to the immediate supervisor and the employee. Such building files will be maintained according to the following guidelines:
 - 12.1.2.1 Materials which might form the basis for disciplinary action, reprimand, warning or other adverse effect must be either discarded or placed in the worksite file within one (1) year of the date on which the incident occurred. The employee will be notified as any such materials are placed in the personnel file. The employee may initial and date all documents added to their file as an acknowledgement of the document. The employee must be notified of materials placed within the file within ten (10) working days or they may not be used for disciplinary action.
 - 12.1.2.2 If derogatory material is not placed in the official file and retained beyond the one (1) year period in the working file, such material shall, at the employee's request, be taken from the file and destroyed.
 - 12.1.2.3 The building file will be shredded at the end of the school year that an employee leaves the building except when an investigation is in process.
- 12.1.3 The employee's personnel file shall be open for inspection by that employee, accompanied by another person of the employee's own choosing to allow the opportunity to review evaluations and other records regarding their employment with the District. The employee has the right to add information in explanation of materials already in the file.
- 12.1.4 An employee who feels the confidentiality of information contained in their personnel file has been violated and is prepared to present evidence and/or testimony substantiating such an allegation, may seek redress through the Superintendent or may pursue the matter formally through the grievance procedure.

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

12.2 Evaluations

- 12.2.1 The primary purpose of evaluation shall be to help the employee assess their job performance to provide the highest quality of services for the students and community. It is intended that evaluations will be based upon the evaluator's personal knowledge and observation. Anyone requested to give input toward an employee evaluation must fill out an Appendix E form.
- 12.2.2 Supervisors will review the job responsibilities with new employees within the first ten (10) work days after a new employee starts. Current employees may request, in writing, that the supervisor review the job responsibilities with them within the first ten (10) days of school.
- 12.2.3 New employees will receive feedback from their supervisor regarding job performance no later than the 45th day of the probationary period. If there are areas of concern, specific feedback will be documented in writing and given to the employee.
- 12.2.4 Employees who work more than sixty (60) days per year will be evaluated by their supervisor at least once during an Agreement year. Employees may receive additional informal evaluations during the year reflecting continuing job performance. Employees whose work performance has been determined to be less than satisfactory in meeting District expectation standards will be so advised in writing in the interest of gaining an acceptable adjustment. Due dates for annual evaluations are:
 - Employees working fewer than 260 days June 10th of each year.
 - Employees working 260 days August 20th of each year.
- 12.2.5 If an employee receives an evaluation indicating their job performance "does not meet expectations", the employee may request an additional meeting with the supervisor to clarify job expectations. The employee may have Association representation at the conference.
- 12.2.6 Employee evaluations will be used as one element in determining discharge, transfer and promotion.
- 12.2.7 Any changes to the District's adopted evaluation forms will be mutually agreed upon with the Association before implementation. All forms related to the evaluation are available in Appendix C, D and E.

- 12.2.8 The evaluation consists of three performance levels: Exceeds Expectations, Meets Expectations and Does Not Meet Expectations; each with a definition.
 - 12.2.8.1 Ratings of "Exceeds Expectations" require comments with specific examples to reinforce the strong work in the criteria.
 - 12.2.8.2 Ratings of "Meets Expectations" do not require written comments.
 - 12.2.8.3 Ratings of "Does Not Meet Expectations" require comments with specific examples to support necessary improvement in the criteria.
- 12.2.9 The optional "Employee Self-Reflection" instrument aligns with the evaluation instrument and does not include ratings.
- 12.2.10 If a staff member submits a "Staff Input to RESP Employee Annual Evaluation" form which will be used by the administrator as part of the evaluation process, a copy will be hand delivered to the employee and will be attached to the evaluation. The employee may respond to the form in the "Employee Comments" section of the annual evaluation. This form is available in Appendix E.

ARTICLE XIII INSURANCE BENEFITS

13.1 Medical, Dental, Life Insurance Benefits

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

- 13.1.1 Pursuant to state law, 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 eligible employees through the School Employees Benefits Board (SEBB). The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits. The provisions described herein reflect SEBB rules and/or state laws as of the date of the ratification of this Agreement and may be subject to change if the SEBB rules and/or state laws change.
- 13.1.2 The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work. However, employees who begin to work in September on a date prior to the last school start date in the District, then that employee's benefits coverage begins on their first day of work.
- 13.1.3 Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense.
 Optional benefit plans may not include employee beneficiary accounts that can be liquidated by the employee on the termination of employment.
 - 13.1.3.1 Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
 - 13.1.3.2 Enrollment shall be completed by the end of the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may elect insurance coverage from the plans available during the first thirty-one (31) days of employment.

- 13.1.3.3 If a benefit plan is not chosen, the employee will be enrolled in the default medical, dental, vision, life and accidental death and dismemberment, and long-term disability insurance plans as a single subscriber. The employee will also be charged the tobacco use premium surcharge. Changes to insurance plans or enrollment of eligible dependents will be allowed in the next open enrollment period. The employee may add dependents to the default plan if there is a special open enrollment event that allows this change, such as marriage, birth, or adoption.
- 13.1.3.4 Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31 of that year.
- 13.1.4 The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established, administered and communicated to employees by the District without cost to the employees.
- 13.1.5 It is agreed that in the event of inability of an employee to work because of illness or a non-occupational accident, the District will continue its monthly medical, dental, vision, life and long term disability insurance payments for eligible employees, consistent with state law and/or SEBB rules.
 - 13.1.5.1 Any employee who is on authorized unpaid leave may continue their dental, vision, life and medical insurance plan(s) via direct monthly payments to the District, if acceptable to the insurance carrier. Employees on such leave must make written arrangements with the Payroll Department.
- 13.1.6 Any employee who is on layoff status shall be allowed to continue their participation in District medical and/or dental programs via direct monthly payments to the District, to the extent permitted by state law and/or SEBB rules.

13.2 Tax Sheltered Annuities

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

13.3 Liability Coverage

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

13.4 Hold Harmless Policy

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

ARTICLE XIV IN-SERVICE AND PROFESSIONAL DEVELOPMENT

14.1 Professional Development Registration and Release Time Fund

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

The amount budgeted for each year of this Agreement is \$18,000. Of those funds, \$2000 shall be allocated each year to reimburse employees for the cost of obtaining their General Paraeducator Certificate (GPC) and \$16,000 shall be allocated for other Professional Development Expenditures. In developing both general procedures and specific authorizations for the allocation of these funds, the District will work with and seek input from designated representatives of the Association. The District will provide a report every other month in Labor Management Committee starting in December of each year. The initial per employee maximum professional development allocation shall be \$500. Funds unallocated by June 30 of each year shall be distributed by the August pay warrant as follows:

- 14.1.1 If additional \$500 requests have been made that the original \$16,000 cannot accommodate, then reimbursement to these employees shall be considered first. Additionally, these requests may be funded out of the \$2000 set aside for GPC, if funds remain.
- 14.1.2 If additional funds remain from either the \$16,000 Professional Development fund and/or the \$2000 GPC fund after accommodation the additional requests described in 14.1.1, then remaining funds will be used to reimburse employees for allowable expenditures that exceed the per employee \$500 cap, up to the amount they requested.
- 14.1.3 If additional funds remain from either the \$16,000 Professional Development fund and/or the \$2000 GPC fund after remaining funds are distributed pursuant to 14.1.1 and 14.1.2, then those remaining funds will be distributed to employees with between 5.88 and 7.99 years of experience, as defined in 17.2.4.

14.2 In-Service Training

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

14.2.1 In-service activities may be established for individuals, specific groups of individuals or for all employees covered by this Agreement. Such activities may

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

- 14.2.2 Any fees or registration costs for required in-service will be paid by the District. Any hours of in-service required by the District will be paid for by the District. at the employee's regular rate, or at the employee's overtime rate if appropriate, unless in-service is scheduled during the employee's regularly scheduled work hours, in which case the employee will receive their regular pay rate.
- 14.2.3 Employees may be required to participate in scheduled in-service activities on teacher work days when students are not present. Employees may decline to participate in any in-service not required by the District.
- 14.3 Health Services and First Aid/CPR
 - 14.3.1 First Aid/CPR training will be paid by the district for any member who is required to maintain certification by job description or board policy/procedure. This includes employees who have to fill in at the school clinic.
 - 14.3.2 All schools will have a documented back up plan for clinic support. This documented plan will be developed prior to the start of each school year and will name the employees in order of responsibility for providing back up clinic support.
 - 14.3.3 In the third trimester of each school year, the Labor-Management Committee (LMC) will review anticipated health services staffing assignments for the upcoming school year, as well as data pertinent to those anticipated staffing assignments. Association leadership may provide feedback and/or ask questions about the anticipated staffing plan during this LMC review.
 - 14.3.4 The parties agree to engage in joint legislative advocacy to attempt to increase funding allocations for meeting student health needs.
- 14.4 In-Service Planning and Development

The District and the Association will develop procedures and criteria which will increase the Association's involvement in both the planning for and authorization of specific inservice opportunities.

- 14.5 Retention and Training Acknowledgement Bonus and Stipends
 - 14.5.1 As an acknowledgement of the employee's professionalism, knowledge, and trainings, employees still employed with the District in an Association-represented position as of the last student day of the school year will receive a twelve hundred dollar (\$1200) retention bonus, paid on the July pay warrant. The bonus will be prorated based on days in paid status in that school year.
 - 14.5.2 Employees who have earned stipends through August 31, 2006, shall continue to be paid at the earned certificate stipend(s) for the duration of their employment in the unit.

ARTICLE XV ASSOCIATION MEMBERSHIP

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

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

ARTICLE XVI GRIEVANCE PROCEDURE

16.1 Scope

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

- 16.1.1 The interpretation and application of this Agreement.
- 16.1.2 The interpretation and application of specific written District Policy, Rules and/or Regulations.
- 16.1.3 Definitions

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

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

16.1.4 Resolutions

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

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

16.2. Grievance Steps

16.2.1 Informal Discussion(s):

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

16.2.2 Step One

An employee shall commence the grievance procedure by filing a written

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

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

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

16.2.3 Step Two

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

16.2.4 Step Three-A

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

- 16.2.4.1 The arbitrator shall limit their decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of this Agreement.
- 16.2.4.2 There shall be no appeal of the Arbitrator's decision if within the scope of their authority. It shall be final and binding on the Association, the employee(s) involved and the District.

- 16.2.4.3 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other.
- 16.2.4.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in subsection 16.2.4.1. above.

16.2.5 Step Three-B

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

- 16.2.5.1 The Board may employ a Hearing Officer to hear the case in its stead.
- 16.2.5.2 The Board may hear the case itself.
- 16.2.5.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.
- 16.2.5.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.
- 16.2.5.5 The Secretary of the Board shall, within ten (10) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the Association, if appropriate.
- 16.3 Grievance or arbitration discussions shall take place whenever possible on school time.
- 16.4 The employer shall not discriminate against any individual employee or the Association for taking action under this Article.
- 16.5 The timelines provided in this Article shall be strictly observed, unless extended by agreement of the parties. Failure of the grievant to proceed within the timelines provided above shall result in dismissal of the grievance. Failure of the District or its officials to comply with answers or action within those same timelines shall entitle the grievant to a resolution favorable to the employee as requested by the employee.

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

ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION

17.1 Salary Basis

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

17.2 Salary Provisions

- 17.2.1 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. The District will annualize an employee's regular wages. Said wages will be paid in twelve (12) equal installments on or before the last work day of the month.
- 17.2.2 Salaries contained in Appendix A shall be for the entire term of this Agreement. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
- 17.2.3 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case, not later than the second regular pay day.
- 17.2.4 Completed qualified work experience will be calculated as of the first day of the employee's work year and used for salary placement in the given year. Experience calculation is based on the employee's work calendar for their position.

Experience for work in public schools will be granted for prior classroom experience for paraeducator positions or for prior office experience for office positions. Employees with prior experience in both classroom and office positions will be credited for the specific time worked in each position.

- 17.2.5 Step placement shall be retained during all transfers, promotions and reclassifications.
- 17.2.6 An employee who moves to a different classification shall remain at the same increment step. An employee who is involuntarily reclassified to a lower pay classification and whose salary exceeds the salary of the new classification

shall be held harmless at their current salary until the salary schedule is equal or greater than the legacied salary.

- 17.2.7 If a classification review results in pay reclassification, the new pay rate will be retroactive to the date the completed job analysis questionnaire was received by Human Resources.
- 17.2.8 Any employee who is interested in working an additional assignment may apply for a position in another classification. If selected, the employee shall be paid for the hours worked in each classification at the appropriate hourly rate for that classification.
- 17.2.9 Regular employees who work substitute assignments in other work locations shall be paid their regular hourly rate for those hours worked.
- 17.2.10 Any employee required to return to work on call back or required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.
- 17.2.11 Employees required to remain overnight on District business shall be reimbursed for room, board and travel expenditures.
- 17.2.12 The deduction of payroll savings to a bank or credit union of the employee's choice shall be made monthly after the amount has been authorized.
- 17.3 Bilingual Stipend

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

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

ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS

- 18.1 The term of this Agreement shall be September 1, 2023 to August 31, 2026.
- 18.2 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.
- 18.3 Either party may reopen the Agreement for compensation in the event:
 - 18.3.1 The State or Federal Government appropriates or decreases funds for wages, benefits, working conditions or significantly changes funding.
 - 18.3.2 The State or Federal Government authorizes additional or decreases local levy authority specifically for the purpose of granting increased or decreased compensation, benefits and/or supplemental benefits.
 - 18.3.3 Legislation significantly changes classified staff salaries.
- 18.4 This Agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein.
- 18.5 If any provision of this Agreement shall be found by a court of law, PERC or other government regulatory agency to be contrary to law, then only that provision shall be deemed invalid. All other provisions shall continue in effect. Collective bargaining may be initiated at the request of either party to change any such provisions deemed invalid.

ARTICLE XIX NO STRIKE/NO LOCKOUT PLEDGE

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

SIGNATURE PAGE

Signed this _____day of _____.

For the District

Damien Pattenaude

Superintendent

For the Association

Valisia Simpson Valisia Simpson (Aug 11, 2023 14:39 PDT)

RESP President

Patty Mate Patty Mate (Aug 17, 2023 10:31 PDT)

RESP Bargaining Chair

Shyla Bitter

Negotiating Team Member

Juliene Hagen Juliene Hagen (Aug 17, 2023 10:44 PDT)

Negotiating Team Member

APPENDIX A Salary Schedules and Longevity RENTON SCHOOL DISTRICT NO.403

2023-2024 RENTON EDUCATION SUPPORT PROFESSIONALS (RESP) SALARY SCHEDULE

LESS THAN 260 DAY	INSTRUCTIO	NAL				Long	evity	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	0-1.79 yrs	1.8-3.79 yrs	3.8-5.79 yrs	5.8-7.99 yrs	8-14.99 yrs	15-19.99 yrs	20-24.99 yrs	25+ yrs
RESP 1-I	\$27.44	\$27.71	\$27.87	\$28.29	\$28.86	\$29.00	\$29.14	\$29.28
RESP 1-I Vacation	\$1.27	\$1.28	\$1.93	\$1.96	\$3.53	\$3.54	\$3.56	\$3.58
RESP 1-I Total	\$28.71	\$28.99	\$29.80	\$30.25	\$32.39	\$32.54	\$32.70	\$32.86
RESP 2-I	\$28.25	\$28.64	\$29.52	\$29.96	\$30.56	\$30.71	\$30.86	\$31.01
RESP 2-I Vacation	\$1.30	\$1.32	\$2.04	\$2.07	\$3.74	\$3.75	\$3.77	\$3.79
RESP 2-I Total	\$29.55	\$29.96	\$31.56	\$32.03	\$34.30	\$34.46	\$34.63	\$34.80
RESP 3-I	\$28.59	\$29.02	\$29.91	\$30.36	\$30.97	\$31.12	\$31.27	\$31.42
RESP 3-I Vacation	\$1.32	\$1.34	\$2.07	\$2.10	\$3.79	\$3.80	\$3.82	\$3.84
RESP 3-I Total	\$29.91	\$30.36	\$31.98	\$32.46	\$34.76	\$34.92	\$35.09	\$35.26

LESS THAN 260 DAY	CLERICAL					Long	evity	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	0-1.79 yrs	1.8-3.79 yrs	3.8-5.79 yrs	5.8-7.99 yrs	8-14.99 yrs	15-19.99 yrs	20-24.99 yrs	25+ yrs
RESP 1-C	\$27.44	\$27.71	\$27.87	\$28.29	\$28.86	\$29.00	\$29.14	\$29.28
RESP 1-C Vacation	\$1.27	\$1.28	\$1.93	\$1.96	\$3.53	\$3.54	\$3.56	\$3.58
RESP 1-C Total	\$28.71	\$28.99	\$29.80	\$30.25	\$32.39	\$32.54	\$32.70	\$32.86
RESP 2-C	\$28.25	\$28.64	\$29.52	\$29.96	\$30.56	\$30.71	\$30.86	\$31.01
RESP 2-C Vacation	\$1.30	\$1.32	\$2.04	\$2.07	\$3.74	\$3.75	\$3.77	\$3.79
RESP 2-C Total	\$29.55	\$29.96	\$31.56	\$32.03	\$34.30	\$34.46	\$34.63	\$34.80
RESP 3-C	\$28.59	\$29.02	\$29.91	\$30.36	\$30.97	\$31.12	\$31.27	\$31.42
RESP 3-C Vacation	\$1.32	\$1.34	\$2.07	\$2.10	\$3.79	\$3.80	\$3.82	\$3.84
RESP 3-C Total	\$29.91	\$30.36	\$31.98	\$32.46	\$34.76	\$34.92	\$35.09	\$35.26
RESP 4-C	\$31.44	\$31.91	\$32.87	\$33.36	\$34.03	\$34.19	\$34.36	\$34.53
RESP 4-C Vacation	\$1.45	\$1.47	\$2.27	\$2.31	\$4.16	\$4.18	\$4.20	\$4.22
RESP 4-C Total	\$32.89	\$33.38	\$35.14	\$35.67	\$38.19	\$38.37	\$38.56	\$38.75
RESP 5-C	\$34.89	\$35.42	\$36.49	\$37.06	\$37.80	\$37.99	\$38.17	\$38.36
RESP 5-C Vacation	\$1.61	\$1.63	\$2.52	\$2.56	\$4.62	\$4.64	\$4.67	\$4.69
RESP 5-C Total	\$36.50	\$37.05	\$39.01	\$39.62	\$42.42	\$42.63	\$42.84	\$43.05

260 DAY CLERICAL						Long	evity	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	0-1.79 yrs	1.8-3.79 yrs	3.8-5.79 yrs	5.8-7.99 yrs	8-14.99 yrs	15-19.99 yrs	20-24.99 yrs	25+ yrs
RESP 1	\$27.44	\$27.71	\$27.87	\$28.29	\$28.86	\$29.00	\$29.14	\$29.28
RESP 2	\$28.25	\$28.64	\$29.52	\$29.96	\$30.56	\$30.71	\$30.86	\$31.01
RESP 3	\$28.59	\$29.02	\$29.91	\$30.36	\$30.97	\$31.12	\$31.27	\$31.42
RESP 4	\$31.44	\$31.91	\$32.87	\$33.36	\$34.03	\$34.19	\$34.36	\$34.53
RESP 5	\$34.89	\$35.42	\$36.49	\$37.06	\$37.80	\$37.99	\$38.17	\$38.36

Notes:

- 1. 4% base salary increase from 2022-2023 newly bargained salary structure.
- 2. The substitute rate for RESP positions is equal to RESP 1, Step 1 on the applicable salary schedule.
- 3. Completed qualified work experience will be calculated as of the first day of the employee's work year calendar and used for salary placement in the given year. (RESP CBA 17.2.4)
- 4. Step 5 includes a 2% longevity. Step 6 includes a 2.5% longevity. Step 7 includes a 3.0% longevity. Step 8 includes a 3.5% longevity.
- 5. The District contributes 100% of the employee required contribution for PFML premiums. In 2023, this is equivalent to approximately 0.582% of the employee's gross pay.
- 6. RESP 260 day Clerical Employees may cash out up to eleven (11) vacation days annually. (RESP CBA 7.1)

Board Approved: 6.28.23

RENTON SCHOOL DISTRICT NO.403

2024-2025 RENTON EDUCATION SUPPORT PROFESSIONALS (RESP) SALARY SCHEDULE

LESS THAN 260 DAY	INSTRUCTIO	NAL				Long	evity	
	STEP 1 0-1.79 yrs	STEP 2 1.8-3.79 yrs	STEP 3 3.8-5.79 yrs	STEP 4 5.8-7.99 yrs	STEP 5 8-14.99 yrs	STEP 6 15-19.99 yrs	STEP 7 20-24.99 yrs	STEP 8 25+ yrs
RESP 1-I	\$28.54	\$28.82	\$28.98	\$29.42	\$30.01	\$30.16	\$30.30	\$30.45
RESP 1-I Vacation	\$1.32	\$1.33	\$2.00	\$2.03	\$3.67	\$3.69	\$3.70	\$3.72
RESP 1-I Total	\$29.86	\$30.15	\$30.98	\$31.45	\$33.68	\$33.85	\$34.00	\$34.17
RESP 2-I	\$29.38	\$29.79	\$30.70	\$31.16	\$31.78	\$31.94	\$32.09	\$32.25
RESP 2-I Vacation	\$1.36	\$1.37	\$2.12	\$2.15	\$3.88	\$3.90	\$3.92	\$3.94
RESP 2-I Total	\$30.74	\$31.16	\$32.82	\$33.31	\$35.66	\$35.84	\$36.01	\$36.19
RESP 3-I	\$29.73	\$30.18	\$31.11	\$31.57	\$32.20	\$32.36	\$32.52	\$32.67
RESP 3-I Vacation	\$1.37	\$1.39	\$2.15	\$2.18	\$3.94	\$3.96	\$3.98	\$3.99
RESP 3-I Total	\$31.10	\$31.57	\$33.26	\$33.75	\$36.14	\$36.32	\$36.50	\$36.66

LESS THAN 260 DAY	CLERICAL					Long	evity	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	0-1.79 yrs	1.8-3.79 yrs	3.8-5.79 yrs	5.8-7.99 yrs	8-14.99 yrs	15-19.99 yrs	20-24.99 yrs	25+ yrs
RESP 1-C	\$28.54	\$28.82	\$28.98	\$29.42	\$30.01	\$30.16	\$30.30	\$30.45
RESP 1-C Vacation	\$1.32	\$1.33	\$2.00	\$2.03	\$3.67	\$3.69	\$3.70	\$3.72
RESP 1-C Total	\$29.86	\$30.15	\$30.98	\$31.45	\$33.68	\$33.85	\$34.00	\$34.17
RESP 2-C	\$29.38	\$29.79	\$30.70	\$31.16	\$31.78	\$31.94	\$32.09	\$32.25
RESP 2-C Vacation	\$1.36	\$1.37	\$2.12	\$2.15	\$3.88	\$3.90	\$3.92	\$3.94
RESP 2-C Total	\$30.74	\$31.16	\$32.82	\$33.31	\$35.66	\$35.84	\$36.01	\$36.19
RESP 3-C	\$29.73	\$30.18	\$31.11	\$31.57	\$32.20	\$32.36	\$32.52	\$32.67
RESP 3-C Vacation	\$1.37	\$1.39	\$2.15	\$2.18	\$3.94	\$3.96	\$3.98	\$3.99
RESP 3-C Total	\$31.10	\$31.57	\$33.26	\$33.75	\$36.14	\$36.32	\$36.50	\$36.66
RESP 4-C	\$32.70	\$33.19	\$34.18	\$34.69	\$35.38	\$35.56	\$35.73	\$35.90
RESP 4-C Vacation	\$1.51	\$1.53	\$2.36	\$2.40	\$4.32	\$4.35	\$4.37	\$4.39
RESP 4-C Total	\$34.21	\$34.72	\$36.54	\$37.09	\$39.70	\$39.91	\$40.10	\$40.29
RESP 5-C	\$36.29	\$36.84	\$37.95	\$38.54	\$39.31	\$39.50	\$39.70	\$39.89
RESP 5-C Vacation	\$1.67	\$1.70	\$2.62	\$2.67	\$4.81	\$4.83	\$4.85	\$4.88
RESP 5-C Total	\$37.96	\$38.54	\$40.57	\$41.21	\$44.12	\$44.33	\$44.55	\$44.77

260 DAY CLERICAL						Long	evity	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	0-1.79 yrs	1.8-3.79 yrs	3.8-5.79 yrs	5.8-7.99 yrs	8-14.99 yrs	15-19.99 yrs	20-24.99 yrs	25+ yrs
RESP 1	\$28.54	\$28.82	\$28.98	\$29.42	\$30.01	\$30.16	\$30.30	\$30.45
RESP 2	\$29.38	\$29.79	\$30.70	\$31.16	\$31.78	\$31.94	\$32.09	\$32.25
RESP 3	\$29.73	\$30.18	\$31.11	\$31.57	\$32.20	\$32.36	\$32.52	\$32.67
RESP 4	\$32.70	\$33.19	\$34.18	\$34.69	\$35.38	\$35.56	\$35.73	\$35.90
RESP 5	\$36.29	\$36.84	\$37.95	\$38.54	\$39.31	\$39.50	\$39.70	\$39.89

Notes:

- 1. TBD: 4% or IPD base salary increase from 2023-2024.
- 2. The substitute rate for RESP positions is equal to RESP 1, Step 1 on the applicable salary schedule.
- 3. Completed qualified work experience will be calculated as of the first day of the employee's work year calendar and used for salary placement in the given year. (RESP CBA 17.2.4)
- 4. Step 5 includes a 2% longevity. Step 6 includes a 2.5% longevity. Step 7 includes a 3.0% longevity. Step 8 includes a 3.5% longevity.
- 5. The District contributes 100% of the employee required contribution for PFML premiums. In 2023, this is equivalent to approximately 0.582% of the employee's gross pay.
- 6. RESP 260 day clerical employees may cash out up to eleven (11) vacation days annually. (RESP CBA 7.1)

Board Approved: 6.28.23

APPENDIX B RESP Positions by Classification

	Paraeducator Classroom Support	Schools: Office/Building Support	KEC: Office/Clerical
RESP 1	Library (181) Paraeducator 1 (181)	Building Support (181) Hearing & Vision Support (181)	Print Shop Specialist (260)
RESP 2	Paraeducator 2 (181) Preschool (147-148) ISS/Interventionist (181) ILC Paraeducator (182)	Office Clinic Assistant (190) Health Services Assistant (185) SPED Clerical Support (181)	
RESP 3	Vision Paraeducator Specialist (181) CTE Work-Based Learned Specialist (190)	Child Find Office Specialist (181) Counseling/Registrar Specialist (181, 205) Middle School ASB/AP Specialist (205) Secondary Attendance Specialist (195, 200)	Athletics & Activities Administrative Assistant (260) CTE Support Specialist (220) Curriculum, Instruction and Assessment Specialist (220) HR Specialist/KEC Receptionist (260) SpEd Support Specialist (260)

RESP 4		CTE Information Specialist (260) Custodial Admin Assistant (260) DLT Admin Assistant (260) DLT Admin Assistant CTE (260) ELL Support Specialist (180) Facilities Admin Assistant (260) Instructional Materials Admin Assistant (210) Nutrition Services Admin Assistant (205) Safety & Security Admin Assistant (260) Science Materials Specialist (260) Technology Admin Assistant (260) Transportation Admin Assistant (260) Truancy Prevention Program Specialist (181) Vision Braillist (181)
RESP 5	Office Manager (210, 220)	Categorical Programs Budget Support Specialist (260) CTO Admin Assistant (260) DLT Sr. Admin Assistant (260) Sped Data & Compliance Specialist (260) Student Information Specialist (260) Student Information Services and Assessment Administrative Assistant (260) Student Information Specialist (260) Student Information Specialist (260) Substitute Office Generalist (260) Nutrition & Warehouse Services Support Specialist (260)

APPENDIX C Evaluations

Evaluator _____

Evaluation Period (date range):

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	Consistently fails to meet expectations for the position. Immediate
Expectations	and substantial improvement is necessary.

Criteria	Exceeds Expectation s	Meets Expectation s	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 Expectation s	Meets Expectation s	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 RESP employee: Certificated 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.

s <u>No</u>

Goals for Next Review Period (Optional)

Evaluator Comments/Suggestions

Employee Comments/Suggestions

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

Employee Signature Date

Evaluator Acknowledgement: I have discussed this evaluation with the employee.

Evaluator Signature

Date

Appendix D Employee Self Reflection Renton School District Classified Staff

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 E Staff Input to RESP Employee Evaluation

Optional – Submit to Supervisor by May 1

RESP Employee:	Date:
Staff Providing Input:	Location:
School Year:	Evaluator

Instructions: Staff who work directly with RESP employees have the option of providing input on the employee's professional practice to the supervisor prior to the annual evaluation. The input can be on all or some of the Evaluation Criteria/Expectations. The Supervisor will consider input from the staff when completing the annual evaluation. This input form will be attached to the employee's annual evaluation.

Ratings and Definitions

U	
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	Consistently fails to meet expectations for the position. Immediate
Expectations	and substantial improvement is necessary.

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

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

Specific examples of the paraeducator's work:

Staff Signature

Date

Memorandum of Understanding between the Renton Education Support Professionals and Renton School District Regarding Wage Increases Retention Bonuses

Wage increases for the duration of this Agreement will be as follows:

- 2023-2024: 4% (inclusive of state funded and authorized increase)
- 2024-2025: 4%, or the state funded and authorized increase, whichever is greater
- 2025-2026: The state funded and authorized increase

For the 2023-2024 school year only, a five hundred dollar (\$500) hiring bonus will be paid to new ILC paraeducator hires (new to the bargaining unit) who successfully complete their 90-day probationary period and/or at the completion of the employee's 90-day evaluation.

For the 2023-2024 school year only, all employees still employed in an Association-represented position at the end of the school year will receive a one-time retention bonus of three hundred and fifty dollars (\$350), prorated based on days in paid status in an Association-represented position no later than August 2024 pay warrant.

Memorandum of Understanding between the Renton Education Support Professionals and Renton School District Regarding Remote Work

Communication Expectations under existing Superintendent Procedure 5001P:

The remote work policy and/or procedure shall be communicated to all eligible staff in multiple ways which may include, but not be limited to, the website, new employee orientation, August meetings, office/departmental meetings, and/or newsletters.

Administrators and office teams will partner to ensure adequate building operations regardless of potential remote work schedules if approved for remote work under 5001P.

For those eligible for remote work and approved for remote work under 5001P, employees working remotely shall coordinate with their supervisors on the schedule.

Recommendation to Human Resources:

Using existing exit surveys and/or employee climate surveys, it is a recommendation to ask about how access to remote work impacts retention of employees.

Task Force:

A task force of the Association, the District, and other bargaining units, will convene to develop a recommendation of policy and procedural changes (identify positions, appeal process, etc.) and issue guidance for department leaders and building leaders.

A recommendation to the Superintendent shall be developed no later than March 31, 2024.

The Association and the District can appoint up to three (3) members to the task force.

Human Resources will invite other bargaining units and/or employee groups to participate in the task force as appropriate.

Memorandum of Understanding between the Renton Education Support Professionals and Renton School District Regarding Health Services Assistants for the 2023-2024 School Year

Of the currently funded 78 hours, at least six (6) hours per school day will be designated for Float HSA hours. Float HSA hours are used to provide back up when HSAs or school nurses are absent or the position is vacant. If there are no absences or vacancies on a given school day, the District will assign the float HSA hours at its discretion.

This Memorandum of Understanding will expire at the end of the 2023-2024 school year.

Memorandum of Understanding between Renton Education Support Professionals and the Renton School District re: Release Time for a WEA Officer

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

- 1. The released time shall continue for the 2023-2026 school years which is the term elected at the 2023 WEA Representative Assembly.
- 2. Any changes requested in the amount of release time should be mutually agreed upon between the Union and the District.
- 3. The employee will have rights to return to a position for which they are qualified at the same RESP level the employee was at prior to taking the WEA leadership position. If there is no available position for which they are qualified at that RESP level upon the employee's return, the employee will be placed in a position at the next highest RESP level for which they are qualified. If the employee is placed at a lower RESP level, the employee will have a right to any position for which they are qualified at their original RESP level for up to one (1) year following return from leave.

Memorandum of Understanding between the Renton Education Support Professionals and Renton School District Regarding Electronic System for Extra Time Submission

If/when the District implements an electronic system for extra time submission, the Association and the District will explore ways to use the system to create flexible time options as well as tracking extra hours/compensatory time (for example, if a paraeducator needs to arrive or leave five (5) minutes early/late each day when the paraeducator could arrive the equivalent time later on Friday morning, if approved by the supervisor).

Topics will include, but not limited to, training on the system and timeline for implementation. This may result in a mid-agreement Memorandum of Understanding.

Memorandum of Understanding between the Renton Education Support Professionals and Renton School District Regarding LAP Paraeducator Survey

Upon ratification of this Agreement, the parties will develop a survey to be sent to all LAP paras, LAP teachers, and administrators who supervise them. The survey will include questions that ask how LAP para schedules are determined, including but not limited to:

- Student progress/student needs within LAP program
- Preparation time
- Materials setup and/or clean up between sessions
- Other building duties
- Transition time to get from one location to another
- Other factors for the responder to indicate should be considered.

Memorandum of Understanding between the Renton Education Support Professionals and Renton School District Regarding Screening Guidelines

Throughout the term of this Agreement, Association leadership and Human Resources will create screening guidelines for hiring managers used to determine interviewees for Association-represented positions. This will be finalized by at least the end of December 2025.

RESP CBA 2023.2026

Final Audit Report

2023-08-17

Created:	2023-08-11
By:	Thomas Poulos (thomas.poulos@rentonschools.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANAhHuFdWwlcqbvDAG5mlKHvnrTh30xC-

"RESP CBA 2023.2026" History

- Document created by Thomas Poulos (thomas.poulos@rentonschools.us) 2023-08-11 4:31:29 PM GMT
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