

**Master Agreement**  
**Between**  
**Paraeducators of Orondo Washington**  
**And**  
**Orondo School District**  
**2023-2025**



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## PREAMBLE

This Agreement is by and between the Orondo School District Number 13 and the Paraeducators of Orondo Washington, pursuant to RCW 41.56.

### ARTICLE I. ADMINISTRATION OF THE AGREEMENT

#### Section A. Definitions

1. The term "**District**" shall mean the Orondo School District, Douglas County, Washington State.
2. The term "**Board**" shall mean the Board of Directors of the Orondo School District.
3. The term "**Association**" shall mean the *Paraeducators of Orondo Washington*, which is affiliated with the National Education Association, the Washington Education Association, and the North Central Washington UniServ Council.
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**Day**" shall mean any day the district business office is open for business with the public.
8. The term "**Superintendent**" shall mean the chief administrative officer of the District.
9. The term "**President**" shall mean the President of the Association or his/her designee.
10. The term "**Seniority**" shall mean length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day unless such seniority is lost due to resignation, discharge or retirement.
11. The term "**RCW**" shall mean Revised Code of Washington.
12. The term "**WAC**" shall mean Washington Administrative Code.
13. The term "**SPI**" shall mean the office of the Washington State Superintendent of Public Instruction.
14. The term "**BEA**" shall mean the Basic Education Act.
15. The term "**AR**" shall mean Association Representative.
16. The term "**PERC**" shall mean the Washington State Public Employment Relations Commission.

## **Section B. Recognition**

The District recognizes the Association as the exclusive bargaining agent for all paraeducator and classroom assistant employees of the District excluding all certificated employees and any employee whose duties imply a confidential relationship to the Superintendent and the Board.

The District shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by PERC as the exclusive bargaining agent for employees.

## **Section C. Subcontracting**

The District will not contract the work of paraeducators to any other employee organization not represented by the Association unless such contract work is part of a temporary, non-ongoing or non-recurring service contract, is an incidental part of the work assigned to an employee whose primary duties are supervisory, professional or technical, or the District has not been able to locate a qualified applicant for the position. For purposes of this section;

1. “Supervisory position” means a position in which an employee directs staff members and manages a function, program or support service.
2. “Professional position” means a position for which an employee is required to have a high degree of knowledge and skills acquired through a baccalaureate degree or its equivalent.
3. “Technical position” means a position for which an employee possesses specialized skills for a job requirement outside the typical duties of a paraeducator.

## **Section D. Status of Agreement**

1. **Sole Agreement**: This shall be the sole Agreement between the parties regarding wages, hours, terms and conditions of employment. It shall supersede any policies or procedures of the District which shall be contrary to or inconsistent with its terms.
2. **Maintenance of Standards**: The District agrees that during the term of this Agreement wages and benefits expressly provided in this agreement shall not be diminished.
3. **Conformity to Law**: This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

## **Section E. Individual and Supplemental Work Assignment Compliance**

All individual and supplemental work assignments are for not more than one (1) school year and shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any individual or supplemental work assignment is inconsistent with this Agreement, this Agreement shall control. (N/A)

## **Section F. Distribution of Agreement**

Following ratification of this Agreement the Association shall prepare an electronic copy of the Agreement for District review and mutual editing. After editing, the District shall post the Agreement on its website.

## **Section G. Joint Meetings**

1. **Purpose:** Association representatives may meet with the Superintendent on a quarterly basis; or, more often by mutual agreement, to pursue matters of mutual concern and problem solving. The times for such meetings shall be arranged by mutual agreement. Such meetings shall not be formal grievance resolution steps, nor shall they be collective bargaining sessions regarding this or successor Agreements.
2. **Agenda:** At the request of one or both Parties an agenda shall be prepared and exchanged in advance of each meeting.
3. **Representation:** No more than three (3) representatives from each party will participate unless mutually agreed.

## **ARTICLE II. BUSINESS**

### **Section A. Dues Deduction**

**Members:** Upon receipt of a written authorization the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA, UniServ and Local: Paraeducators of Orondo Washington.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in accordance with the process on the membership form.

### **Section B. Other Deductions**

Upon receipt of written authorization prior to the payroll cutoff date of any given month, the District agrees to deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by SEBB. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

### **Section C. Management Rights**

It is agreed that the customary and usual rights, powers, function, and authority of management are vested exclusively in management officials of the District. Included in these rights, in accordance with and subject to applicable laws, regulations and the provisions of the Agreement, is the right to direct the work force; the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for justifiable cause; and the right to release employees from duties because of layoffs or other legitimate reasons. The District shall retain the right to maintain the efficiency of the District operation by determining the methods, means and the personnel by which operations undertaken by the employees in the unit are to be conducted.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to matters of working conditions, the District shall acknowledge the rights of the Association and the employees.

### **Section D. Association Rights**

1. **Use of School Buildings**: The Association shall have the right to use school buildings at all reasonable hours for meetings as long as such use is prearranged with the building administrator and does not interfere with normal school operations.
2. **Use of School Equipment**: The Association shall have the right to use district equipment, including but not limited to: copy equipment, calculating machines, computers, and audiovisual equipment at reasonable times and when such equipment is not in use as long as such use does not interfere with normal school operations, conforms to the school's community use practices, and the association pays actual costs for consumable materials and supplies.
3. **Association Business**: The Association shall have the right to transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations. Association representatives shall suffer no intervention, undue delays, or harassment by the employer's representatives while representing an employee or while on Association business.
4. **Use of District Bulletin Boards**: The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in employee rest areas or lounges. The bulletins posted by the association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting.
5. **Use of District Mail System**: The Association is allowed to use the District's inter-building mail service, email service and District authorized mail boxes for communication purposes in compliance with state laws, the District's acceptable technology use policy and regulation and the terms and conditions of this Agreement, provided that the use of these services shall not disrupt or interfere with normal school District operation. Association and Employees are aware that there is no expectation of privacy in any use of the District email system and that emails are subject to review and possible disclosure under the Public Records Act.
6. **New Employees**: The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit within ten (10) business days. The Association shall be

given 30 minutes to meet with each new employee as per RCW 41.56.037.

7. **Notice of Disciplinary Action:** In the event any employee is given a formal disciplinary action, the District shall provide the President with notice of such action; provided that should the employee inform the District in writing that he/she does not wish to have the Association notified, such notice will be withheld. (Appendix C.)
8. **District Budget, Financial Reports, Board Agendas, Board Minutes and Salary Information:** At the Association's written request, the District shall cooperate with the Association in fulfilling all such requests in a timely fashion. No charge shall be made to the Association for the materials specified herein.
9. **Board Agenda and Minutes:** The District shall make available to the Association President a copy of the Board meeting agenda at the time it is given to Board members.
10. **Release Time for Association Representatives:** Any Association representative who is scheduled by the District or mutually by the Parties to participate during work hours in grievance proceedings, conferences, or meetings with representatives of the District shall suffer no loss of pay.

### **ARTICLE III. EMPLOYEE RIGHTS**

#### **Section A. Rights of Law**

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation. Notwithstanding, an employee's exercise of a legal right can be restricted during work hours and to the extent it has a nexus with the employee's job, such as involving District students.

#### **Section B. Non-Discrimination**

The Parties agree that the provisions of this Agreement shall be applied without regard to or on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, 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 in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups,, or as otherwise provided by law.

The parties agree to comply with state and federal laws forbidding all types of discrimination, including harassment. The District shall take seriously any claim of harassment and appropriate action pursuant to the rights of both the complainant and the accused. There shall be no retaliation for filing a good faith complaint of harassment.

The term "sexual Harassment" shall mean unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct was made either explicitly or implicitly a term or condition of an individual's employment,



2. Submission to or rejection of such conduct by an individual was used as a basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any person who believes that he/she has been subjected to sexual harassment should promptly file a formal complaint in accordance with Board Policy and Procedure 6590.

**Investigator Selection in Formal Complaints of Sexual Harassment:** The parties shall mutually agree on the selection of a third-party investigator to investigate formal complaints of sexual harassment and shall share the cost of the investigation. In the event that the Association waives its right to mutually select the investigator, the district shall select the investigator and bear the full cost of the investigation.

**Sexual Harassment Procedure Maintenance:** Upon request, the Superintendent shall meet with representatives of the Association for the purpose of monitoring informal concerns with regard to sexual harassment and to receive recommendations regarding modifications or clarification of the district sexual harassment procedure, or recommendations regarding the need for training.

**Annual Report to the School Board Regarding Sexual Harassment Policy and Procedure:** The Superintendent shall consult with the Association and other interested participants in preparing an annual report to the school board on the efficacy of the sexual harassment policy and procedure. At the Association's request, the Association may participate in an oral presentation to the school board.

### **Section C. Personnel File**

1. **Right To Inspect:** Any employee shall have the right to inspect all contents of his/her own Personnel File. A representative of the Association shall, at the employee's request, accompany the employee in this review. This file may contain, but is not limited to the employee's employment application, individual employment authorizations, pay authorizations, training records, correspondence, and evaluation reports. Medical and/or employee health benefit enrollment information shall be maintained in a Payroll/Benefits File to be maintained separate from the Personnel File.
2. **Placement of Materials:** Employees shall be given a copy of any derogatory or disciplinary material that is placed in their Personnel File at the time it is so placed. Employees shall be given an opportunity to attach written comments within ten days of the receipt of the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.
3. **Location:** The District shall maintain the employee's Personnel File and Payroll/Benefits File at the District Office. The Superintendent shall be responsible for safeguarding employee files, and shall sign an inventory sheet to verify the contents of the files, if the employee so requests.
4. **Removal of Materials:** After seven years the District may at its discretion remove and destroy employee's evaluation reports. Any disciplinary material (e.g. written warning, reprimand, discipline documentation, discipline report) may be removed at district discretion from the employee's Personnel File, if requested in writing, after three (3) calendar years from the date of

the incident, provided no similar incident is recorded and provided that State law does not require retention of the material.

5. **Principal's Working File**: Principals may keep working files on employees. Working files must be expunged by July 1 each year. When anything contained in the working file is used as part of a disciplinary material that is placed in the employee's Personnel file it must comply with Article II Section D, paragraph 6 of this contract.

#### **Section D. Due Process and Just Cause**

1. **Just Cause**: No employee will be disciplined or adversely affected without just cause. Just cause includes notice to the employee of the allegations and an opportunity to be heard before final action is taken.
2. **Written Grounds**: The specific grounds forming the basis for disciplinary actions shall be made available to the employee and the Association in writing at the time disciplinary action is taken.
3. **Hearings**: Employees shall have the right to a fair and impartial hearing and to contest final disciplinary action through the grievance process, as described in Article VIII Grievance.
4. **Association Representation**: Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present provided that no unreasonable delay beyond three (3) student days is incurred.
5. **Privacy and Confidentiality**: Official District reprimands shall be made in a manner that will not embarrass the employee before other employees or the public unless the circumstance require immediate redirection due to safety or emergency situations.
6. **Complaints Against Employees**: Any complaint against an employee that may be used in an evaluation or lead to disciplinary action shall be promptly called to the attention of the employee. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee within 20 working days of receipt of the complaint. Working days shall mean days in which the employee is scheduled to appear for work. Such complaints may be brought to the employee's attention during an extended vacation period if the district judges that the matter requires attention prior to the beginning of the next scheduled work period.
7. **Progressive Discipline**: Discipline shall be appropriate to the cause which precipitated the disciplinary action and shall be progressive. The following progressive discipline levels will be followed, and documentation will be placed in the employee's personnel file:
  - a. Documented Verbal Reprimand
  - b. Letter of Reprimand
  - c. Suspension without Pay
  - d. Discharge

A Letter of Direction is considered non-disciplinary and will not be placed in an employee's personnel file. Letters of Direction are not subject to this agreement's grievance procedures.

### **Section E. Assignment, Schedule, and Position Openings**

The term "**work assignment**" shall mean the number of hours per student day and the number of days per school year that an employee will work, and the school site where the work will be performed.

The term "**work schedule**" shall mean the start and end times, work activities performed, teachers served, students served, and the designation of fiscal program(s) supporting these activities.

It is the desire of both parties to assign paraeducators and classroom assistants to positions that reflect their qualifications and skills, and where practicable, the preferences of the employee.

#### **1. Work Assignment:**

- a. Employees will generally be notified prior to the last student day of the school year regarding their work assignment for the coming year. Work assignments are subject to change based on enrollment, program, and instructional needs throughout the year.
- b. The district will offer the greatest number of work assignment hours per student day to employees according to seniority provided that the senior employee possesses the required qualifications for the assignment.

#### **2. Work Schedule:**

- a. Work schedules will be developed each school year in as timely a manner as possible. Work schedules will be made according to qualification, and seniority. A draft schedule will be in place by the end of the first week of school. A work schedule will be completed by September 30. Work schedules are subject to update/change throughout the year based on enrollment, program, and instructional needs.
- b. By June 1 of the school year, the principal shall provide opportunity for each employee to indicate work schedule preferences for the coming school year. Where practicable, these preferences will be taken into consideration in the process of developing work schedules.
- c. The President of the Association will meet with the principal at least two weeks prior to the first student day of the school year to discuss employee work schedules for the year. The purpose of this meeting will be to provide employee perspective and to assist the principal in developing the work schedules. The principal shall maintain authority to determine the work schedules. The parties may mutually agree to include more than one employee in this discussion at their discretion.
- d. The paraeducator/s elected to advise the principal with regard to work schedules will be paid at his/her hourly rate for the time spent meeting with the principal for this activity.

3. **Meal Periods and Rest Periods:** Employees with work assignments of five or more hours per student day shall be allowed an unpaid, uninterrupted meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the shift.

Employees with work assignments of at least three and one half (3 ½) hours per student day will receive a paid 15 minute rest period, no later than the third hour of the shift.

4. **Position Openings: "Openings"** are defined as new or vacant positions of an hour or greater that become available due to additional student or District needs or resignation of an employee that the District has determined to fill.
  - a. Openings will be posted in-district for 5 days.
  - b. In the event more than one qualified employee applies for the opening and the qualifications of these employees are substantially equal, the senior employee will be given the position.
  - c. If no current employees apply within the 5 days, the District may post the opening externally.
  - d. Openings occurring within 2 weeks of the beginning of the school year may be posted simultaneously internally and externally.
  - e. Substitutes will be treated as external employees.
  - f. Employees will be notified of openings that occur during the summer by email if there are such addresses on file with the district.
5. **Assignment of Additional Time of Less than One Hour:** Assignment of additional time of less than one hour per day will be offered to the employee working with the teacher or in the program for which the additional time becomes available, provided that the employee is qualified to perform the additional work and that the additional time does not conflict with the employee's existing work schedule.
6. **Reduction in Hours:** Nothing in this Section shall be construed to prohibit the District from reducing hours worked by employees as the need arises because of program or budgetary reasons. Reductions for program or budgetary reasons will be processed under Article V. Layoff and Recall with the least senior employee being reduced first, unless the employee loses a majority of his/her FTE status. The District shall inform any employee being reduced in hours, five (5) days in advance of the reduction.

#### **Section F. Probation and Seniority**

1. **Probation:** Each new hire (including those with experience in other districts), shall remain in a probationary status for a period of ninety (90) days following the hire date, exclusive of summer recess.
  - a. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement.
2. **Seniority:** The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") in the bargaining unit unless such seniority shall be lost as hereinafter provided.

- a. In the event that two (2) or more employees have the same hire date within a general job classification, seniority shall be determined by lot.
- b. Seniority rights of an employee shall be lost for the following reasons:
  - 1) Resignation;
  - 2) Discharge;
  - 3) Retirement; or
  - 4) Failure to return to work in response to a call-back from layoff.
- c. Seniority rights shall not be lost for the following reasons:
  - 1) Time lost by reason of industrial accident;
  - 2) Time lost by reason of industrial illness;
  - 3) Time lost by reason of jury duty;
  - 4) Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
  - 5) Time spent on other authorized leave as provided in this Agreement, or
  - 6) Time spent on layoff status as provided in this agreement.
- d. If two (2) or more in-district applicants for an open position are equal based on the criteria provided in the job description or position announcement, then seniority shall prevail. The District shall have the responsibility of determining the applicants(s) ability, qualifications, skills, experience, and other relevant factors.

3. **Longevity**: The longevity of an employee shall be determined from the employee's hire date.

- a. An employee who was employed in another district in the State must notify the District in writing within thirty (30) calendar days of hire that longevity credit is sought for years of service in another district. The notification must provide verification from the other district of:
  - 1) Previous position,
  - 2) Date of service in the position, and
  - 3) Breaks in service, if any.

An employee who fails to provide the required written notification shall be deemed to have waived any right to such longevity credit as might otherwise be available.

Employees will be notified that longevity can be transferred from another district when they are hired.

- b. For an employee who timely furnishes the verification required above, the District shall adjust the employee's longevity to include years of comparable service at another District in the State to the extent that the transferring employee would have received service credit for such comparable service had the employee been employed by the District.

## **ARTICLE IV. EMPLOYEE EVALUATION**

### **Section A. Purpose**

The purpose of employee evaluations shall be to identify each Employee's strengths and weaknesses. The Orondo Model of evaluation is based on a concept of continuous improvement that includes informal (verbal formative feedback) and formal (written summative) evaluative feedback.

### **Section B. Focus of Evaluation**

All evaluations will be based upon the employee's performance of his/her bona fide job duties as described in job descriptions and the criteria detailed in the evaluation instrument.

### **Section C. Notice to New Employees**

Prior to the evaluation of a newly hired employee, the evaluator shall go over the evaluation form and procedure within 15 (fifteen) days of hire in order to bring about a mutual understanding of each Employee's duties and the evaluation process and procedure.

### **Section D. Frequency**

Each Employee shall be evaluated in writing at least annually on the form set forth as Appendix D.

### **Section E. Employee Evaluation Procedure**

The following procedure shall be used to assist in the annual performance evaluation of all bargaining unit employees.

1. The building/program administrator shall evaluate each employee's performance no less than once per year. If there is cause for concern in an employee's performance an evaluation shall be given mid-year, no later than February 1, following the procedures laid out in #6 below. Year-end evaluations with an unsatisfactory rating (of 1 in the section 'Quality of work') will be given no later than April 30th to provide the employee with twenty (20) workdays to show improvement (outlined in #6 below).
2. Evaluations shall be completed and delivered personally to the Paraeducator by the administrator no later than the Friday before the last day of school. No employee shall be given an unsatisfactory rating without at least one (1) 20-minute observation by the administrator responsible for the employee's performance evaluation.
3. All evaluators shall use the evaluation form attached as Appendix E.
4. Post Evaluation: Either the evaluator or employee may request an opportunity for a post-conference review of the evaluation.
5. Opportunity for Rebuttal: The employee shall have the opportunity to write and attach a rebuttal to his/her evaluation.
6. In the event an employee receives a needs improvement or unsatisfactory evaluation, the evaluator shall provide a specific written plan of assistance to help the employee remedy the area(s) of deficiency noted in the evaluation. Employees shall be given a minimum of twenty (20) workdays to show improvement.

7. **Failure to Improve:** If the employee does not demonstrate improvement in the areas of weakness following an unsatisfactory evaluation, the personnel office and the employee shall be notified in writing of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for termination.

### **Section F. Open Observations**

All monitoring or observing of employees for evaluation purposes shall be conducted openly with the full knowledge of the employee. The presence of electronic equipment routinely used on school premises that could potentially gather information which may be used in a disciplinary procedure shall be disclosed to the employee at the time of hire and annually thereafter.

## **ARTICLE V. LAYOFF AND RECALL**

1. **Seniority:** Seniority shall be defined as length of service within the District as a member of the bargaining unit. Accumulation shall begin on the employee's first working day as a regular employee.

The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority. A copy of the seniority list shall be available by Oct. 1<sup>st</sup> of each school year.

Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

In the event of one or more employees having the same seniority ranking, employees so affected shall participate in a drawing by lot to determine position on the seniority list. The drawing shall be conducted openly and the President shall be in attendance.

2. **Layoff:** In the event of a necessary reduction in work force, the District shall first layoff the least senior employee(s). In no case shall a new employee be employed by the District while there are laid-off employees qualified for a vacant or newly created position.

In the event of layoff, The District shall provide written notice to all affected employees and the President, as soon as possible and in no case later than July 15 of the school year preceding the layoff. Employees not notified shall continue in employment for the following year unless there is just cause for termination or when reduction in force or work assignments is necessary because of unanticipated program or budgetary reasons.

Laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, subject to carrier approval.

All retained employees face possible reassignment to fill vacancies.

3. **Recall:** Employees that are laid off shall be placed in a re-employment pool. Recall of employees shall be by reverse order as determined by the final seniority list. Notification of recall shall be made by telephone and by mail or email to the last known telephone number and address as shown on District records. The notice shall include the time and date the employee is to report back to work. It is the employee's responsibility to keep the District notified as to his/her current contact information.

A recalled employee shall be given nine (9) working days from the date the recall notice was mailed to inform the District if he/she will accept the position. If a laid-off employee is called back to work for reduced hours, the employee will have the opportunity of adding hours to their day before another laid-off employee is recalled. An employee who declines recall to a position with reduced hours, shall remain on the recall list for a position of the same number of hours held prior to the layoff. An employee who declines recall, shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. The District shall re-employ all qualified laid off employees in full-time jobs before new hires are added.

Employees shall not be "bumped" or reduced in seniority ranking by school employees not represented by the Association.

- a. **ECEAP Program Recall Exception** – If recall occurs in the ECEAP Program, the recall shall begin with the most senior ECEAP para holding a CDA credential, regardless of seniority in the bargaining unit. When all ECEAP paras holding CDA credentials have been recalled, recall shall continue according to seniority within the bargaining unit.
- b. **ECEAP CDA Credential Requirement** - Employees recalled to the ECEAP Program who do not hold a CDA credential may be required to pursue such credential to remain eligible for the position.

## **ARTICLE VI. LEAVES**

### **Section A. Illness, Injury and Disability (Sick) Leave**

At the beginning of each school year, each employee working 1440 hours or more shall be credited with twelve (12) days of Illness, Injury, and Disability Leave, which shall be referred to hereafter as "sick leave". Employees who work less than 1440 hours but work a minimum of 15 hours per week, shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance shall be made known to him/her on each pay check stub.

Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment. Employees who transfer to the Orondo School District with accumulated sick leave must maintain employment for three years to be eligible to apply for sick leave cash out.

For all leave known in advance, the employee must notify the supervisor and the office as soon as possible to provide time in planning for a substitute.

#### **1. Use of:**

- a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability. The District may require verification of illness or ability to work at any time absence exceeds three consecutive days in any one school year.



- b. **Family Illness:** The District shall grant sick leave to employees in the event of illness within the immediate family of the employee which requires their presence or assistance. For purposes of this provision, the term "immediate family" shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, marriage partners of the employee's children, parents, siblings, grandchildren or grandparents, or a person living in the same household as the employee. In addition, the District shall honor any applicable provision of state or federal law concerning the granting of family leave benefits. Use of family illness may require a written note from the attending physician stating that the employee's presence was required.
- c. **Maternity:** The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.

Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

- d. **Adoption:** In the event of adoption, the district may grant deductions from sick leave for court legal procedures, home study and evaluation, required home visitations by the adoption agency when these activities cannot be scheduled outside of the regular working hours, and such additional activity as is required to make the immediate inclusion of the adopted child into the employee's household.
- e. **Emergency:** The District may grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence. The problem must be of serious nature and not just convenience.
- f. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave. The District may grant leave without pay in subsequent years at its discretion. The District may require medical notification of the need for leave without pay.
- g. **Attendance Incentive:** During each January, any employee who at the end of the immediately previous calendar year has accumulated more than sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at a ratio of one full day's pay for each four (4) days of accumulated unused sick leave. No employee may receive pay for sick leave accumulated in excess of one (1) day per month.

Any eligible employee who separates from District employment under the conditions defined in RCW 28A.400.210 may elect (personally or by his/her personal representative) to convert accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of applicable state law and regulations.

The Association will sign a Memorandum of Understanding with the District each school year regarding eligible employees' preference regarding VEBA benefits for Association employees.

### **Section B. Personal Leave**

The District shall grant employees (3) days of personal leave with pay each year. Notice of intent to use such leave shall be given by employees in advance of the leave as much as is reasonably possible.

1. **Unpaid Leave:** In the event an employee requires use of more than his/her accrued days of personal leave, he/she shall make a request for unpaid leave to the Superintendent who may grant such leave to the employee. When granted, this unpaid leave may be made available at a cost to the employee equal to the actual substitute salary cost to the District. When granted, such extra unpaid leave coordinated with personal leave shall be non-precedent setting. The Superintendent may make appropriate inquiry into the reasons for use of such extra days.
2. **Stipulations on Use:** Without the approval of the Superintendent personal leave may not be taken during the first or last weeks of the school year, immediately before or after a vacation or holiday, or on any non-instructional contract day.
3. **Cash-out:** If the current year's personal leave days are unused, two (2) days may be cashed out at per diem rate or up to two days may be carried over to the next year. No more than five days may be accumulated at any one time. Part-time employees will be granted personal leave on a pro-rata basis.

### **Section C. Bereavement Leave**

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee, as defined below. The District shall grant employees one (1) day of bereavement leave with pay in the event of the death of friends, students or colleagues of the employee. Upon approval of the Superintendent, additional bereavement may be granted as emergency leave.

The term "Immediate family" shall mean spouse, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, or those of the employee's spouse, marriage partners of the employee's children, parents, siblings, grandchildren or grandparents, any person living in the same household as the employee or any person who is a dependent of the employee.

### **Section D. Court Appearance Leave**

The District shall grant Court Appearance Leave as follows:

1. **Jury Duty:** Employees who are called to serve on a jury.

2. Subpoenas: Employees who are subpoenaed to appear as a witness in court for the district, or are named as a co-defendant with the district.
3. Other Court Leave: Other court absences may be granted from Emergency Leave.

### **Section E. Leave to Care for Family**

The District will comply with the regulations of the Federal Family Medical Leave Act, the Washington State Family Leave Act, and the Washington State Family Care Act.

### **Section F. Leave of Absence**

Leave of Absence, without pay, of a limited duration will be considered on a case-by-case basis, when the reason for the unpaid leave is provided, on a one-time basis per year if approved by the Superintendent and the Board and if a suitable substitute can be scheduled.

**Long-term:** Upon recommendation from the Superintendent, the Board may grant any employee an unpaid long term leave of absence for up to one (1) year. Employees granted such a leave shall be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. An employee granted such leave shall be required to notify the District in writing of his/her intent to return to active employment prior to May 1, of the year of the leave, if applicable; or one (1) month before returning, if returning at any time other than at the beginning of a school year. Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. No employee granted a leave under this provision may return early from such leave without the permission of the District.

### **Section G. Sick Leave Sharing**

1. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:
  - A. Suffers from, or has a household member of relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been call to service in the uniformed services.
  - B. Has a condition or circumstance which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
    - i. Apply for leave without pay, or;
    - ii. Terminate employment;
      - a. Has depleted or will shortly deplete all applicable leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
      - b. Has abided by District rules regarding use of leave.

- c. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
2. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, as described above.
3. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request to transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.
4. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.
5. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within sixty (60) days after the recipient's use of accumulated leave ceases.
6. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.
7. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655 and 41.04.665.

#### **Section H. Field Trips**

Employees who take personal leave to attend Orondo School sponsored field trips with their own sons/daughters will be assigned student supervision on a par with that expected of other parent volunteers. Employees on such leave will not be required to assist teachers in greater capacity than other parents.

#### **Section I. Association Leave**

Association business shall typically be conducted outside the scheduled workday. The District recognizes that some Association business may need to be conducted during scheduled work hours. To accommodate this need, the District shall grant five (5) days annually to the Association to conduct such business.

The District further recognizes that the Association and the District have a mutual interest in the professional development of employees and that the Association sponsors events that contribute to this professional development. The District shall support such professional development by the following provisions:

1. Four (4) days of leave shall be available to the Association for the purpose of employee attendance at Association sponsored professional development events. Any portion of the agenda that does not address professional development objectives will be counted as Association business leave as described above. The District shall grant these four (4) days of leave for Association sponsored professional development when the agenda is shared with the district and indicates a professional development topic aligned to district professional development targets. (When no other Association leave is available, the agenda must be presented prior to the leave). The Association

shall have discretion over the choice of professional development topics/events within this general definition and shall reimburse the district for the cost of substitutes when such costs are incurred.

2. At its discretion, the Association may choose to share portions of the agenda for which Association Business Leave has been granted for the purpose of counting those portions of the agenda that address professional development against the Association Professional Development provisions described in paragraph one.
3. The Association and the District may mutually agree that employees attend other Association sponsored conferences. The parties shall determine in such cases which party shall bear the cost of substitutes.
4. In the event that an employee is elected to a regional, state or national position requiring absence from work, the Association will reimburse the district for actual costs.
5. Leave granted to employees elected to regional, state or national positions will not be counted against Association Leave.

#### **Section J. Unpaid Leave**

If unpaid leave is granted that includes the workday immediately prior to or after a holiday period and/or encompasses the holiday/s, the holiday/s will not be paid.

#### **Section K. Military Leave**

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

#### **Section L. Washington Paid Family Leave**

Employees are eligible for WPFL in accordance with current law. The cost of the premiums shall be split as per the RCW. Procedures for application shall be established by WAC. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may elect to use this leave after using an employee determined amount of sick leave and before accessing the provision of the Family and Medical Leave Act (FMLA). Sick Leave and FMLA shall be used consecutively, not concurrently.

#### **Section M. Family and Medical Leave**

Family and disability leave (including maternity and paternity leave) shall be granted in accordance with Federal and State statutes and Board Policy #5404.

In addition to any other leave provided for elsewhere in this Agreement, FMLA Leave will be provided as follows:

1. **Eligibility:** Employees shall be eligible for FMLA after twelve months of employment, having worked a minimum of 675.00 hours in the last twelve (12) month period.
  2. **Use of Sick Leave:** Sick Leave and FMLA shall be used consecutively, not concurrently.
  3. **Duration and Purpose:** Employees shall be provided twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period for any of the following reasons:
    - a. To care for the employee's child after birth, or placement for adoption or foster care
    - b. For a serious health condition of the employee, spouse, parent or child
    - c. An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period.
1. **Job Benefits and Protection:** The District shall insure the following provisions:
    - a. Weekends, holidays, and school breaks are not included in an employee's FMLA entitlement.
    - b. Employees on FMLA leave will have access to their current health care benefits. The District will continue to pay the District's portion of the health care premium during the period of FMLA leave regardless of the employee's pay status.
    - c. If in unpaid status, employees are responsible for remitting their monthly premium to the District.
    - d. Grant the employee his/her previous position, or an equivalent position, upon return from FMLA; and
    - e. Maintain any employee benefits that accrued prior to the start of FMLA.

Eligible Employees in need of further information or access to Family Medical Leave should contact the District Business Office and/or reference the Employee Handbook.

## **ARTICLE VII. FISCAL**

### **Section A. Workday**

Each employee shall be assigned to a daily work schedule with designated time of beginning and ending.

It is the intent of the District to hire paraeducators for six-hour days as fiscal and scheduling considerations allow. When a shorter day is deemed necessary, senior paraeducators will be assigned a minimum of a six-hour day according to seniority.

### **Section B. Work Year**

The work year shall consist of a minimum of the student days of the school year and one day of orientation before the start of school. Parent/teacher conference days and half day inservices/workday shall be assigned as follows:

Twenty-four (24) hours represented by these days or half days will be available for district scheduled activities or may be applied to the optional hours by mutual agreement of the district and the employee. The district shall develop a calendar for required district in-service times on these days or half days at the beginning of the school year.

Paraeducators who are scheduled for a minimum of six (6) hours per regular student day will have access to an additional twenty-four (24) optional hours represented by these activities to collaborate with teachers, prepare materials or perform other job-related activities as determined by the employee. Optional hour use of more than one hour per event needs Administrator approval. These hours shall be arranged as needed throughout the year and approved on a time report indicating when they were used and for what purpose. The use of this time is optional and is not a requirement of employment.

Paraeducators who are scheduled for less than six (6) hours per regular student day will have access to a prorated percentage of the twenty-four (24) hours consistent with the percentage of the six (6) hour day for which they are scheduled. The use of this time is optional and is not a requirement of employment.

### **Section C. Holidays**

Employees will be paid the following holidays within the school year, provided the employee is not on an unpaid leave of absence:

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. Day After Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Martin Luther King Day
10. President's Day
11. Juneteenth (if it falls within the employee's work year)
12. Memorial Day

### **Section D. Wage Schedule and Placement**

Wages for employees subject to this agreement, during the terms of this agreement, are contained in Wage Schedule A attached hereto. Employees with no prior recognized experience will be placed on year zero. Placement will continue per years of experience as indicated on Schedule A. Upon hire by the District, employees with prior public school experience as a paraeducator will be placed on the Wage Schedule as described above with regard to their previous experience. The District may consider applicable experience in an assignment similar to the paraeducator role in a private or non-profit organization for placement on the Wage Schedule.

The wage scale for the 2024-2025 school year will be adjusted to reflect the IPD.

## **Section E. Health Insurance**

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

1. Availability:
  - a. Qualified employees who work or will work a minimum of 630 hours during the year.
  - b. The open enrollment period will annually be determined by SEBB.
  - c. Employees are responsible for enrolling online or with forms provided by SEBB.
2. Benefits:
  - a. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. The Health Care Authority (HCA) carve-out is absorbed into these benefits.
  - b. Employees may select a carrier approved by SEBB.
3. Premiums:
  - a. The District shall pay their portion of the employee premium as established by SEBB.
  - b. Employees will be responsible for their portion of the premium.
  - c. Any additional premium surcharges will be paid by the employee.
4. **VEBA:**
  - a. In the January pay packet, the District will notify all qualifying employees that they may be eligible for inclusion in a VEBA plan. The District will also notify the Association. Notification will include a list of employees who qualify and an agreement- to-participate-form, with a one-week deadline for submitting the form to the District Office. If all ballots are returned and a majority who are eligible agree to participate, then the District Office will enroll the qualified employees in VEBA III and make arrangements as necessary for the transfer of sick leave to VEBA III accounts. In the event that all qualified employees do not submit their forms to the District Office by the deadline, or that there is no majority preference resulting from the voting, the Association President will be notified within two (2) days. The Association President will prompt employees to return their agreement- to-participate form and/or arrange a meeting to gain consensus among the group of eligible employees in the event of a tie vote. When consensus has been achieved, or no later than March 1, the Association will notify the District of the qualified employees' decision.
  - b. Beginning in the 2024-25 school year, the District shall contribute \$25 per month to the individual VEBA account of each member of the bargaining unit.

## **Section F. Substituting**

When employees substitute within the bargaining unit, they will maintain their regular rate of pay.

When employees agree to substitute for teachers P-8, those employees will be paid at a rate of \$2.00 per hour above their regular rate of pay.



## **Section G. Meetings and Conferences**

The District may grant paid days with reimbursement for approved expenses to employees for the purpose of professional development. Application for these days shall be in writing. Approval of such days is discretionary with the Superintendent and must be obtained in advance.

## **Section H. Professional Development**

### **1. Training Cost:**

- a. When training is provided during district assigned time or when the district requests that the employee attend the training the District will provide for all costs including training time, registration, travel and substitute costs, if applicable.
- b. When training is requested by the employee, the District is not responsible for any of the training-related costs such as training time, registration, travel and substitute costs, if applicable.

### **2. Approval:**

- a. Requests for training during the school day will be reviewed with attention to the impact of time away from regular duties, availability of substitutes and other considerations.
- b. Priority for approval shall be given to training in the following categories: Paraeducator certificate program, student behavior management, literacy, language acquisition, mathematics, relevant educational technology, and specific job-related skills as related to individual assignments.
- c. As appropriate, employees will be available to share what they have learned at trainings with colleagues.

### **3. Payment:** The district will make available to each paraeducator that works a daily schedule of six (6 hrs) or more a sum of up to \$150 annually for the purpose of reimbursing employees the actual cost of trainings and/or clock hours that are either applicable to their position or the para educator certification requirements.

- a. Proof of completion will be required along with a receipt for costs and prior approval by an administrator.
- b. Employees working less than a six-hour daily schedule will have their amounts prorated.
- c. These funds do not roll over.

### **4. Pooled Funds:** The District will make available an additional \$500 annually for paraeducators to apply to for reimbursement for expenses beyond their personal annual amount of \$150 that meet the same purpose and criteria. Requests will be accepted during the month of May and distributed equally amongst qualifying applicants. These funds do not roll over.

## ARTICLE VIII. GRIEVANCE

### Section A. Definitions

1. The term "**Grievant**" shall mean a bargaining unit member or group of bargaining unit members having a grievance.
2. The term "**Grievance**" shall mean a claim or complaint by a grievant that there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement.
3. The term "**Supervisor**", for the purposes of grievance, shall mean the grievant's evaluator who is a credentialed administrator. In the case of an Association grievance on behalf of a group of employees, the Supervisor is the Superintendent.
4. The term "**Days**" shall mean Employee workdays for the purposes of Article VIII. After the last day of school and before commencement of the fall semester, the term "days" shall mean days that the District office is open for business.

### Section B. Time Limits

1. **Grievant:** If the grievant fails to file or appeal according to these timelines, the grievance may not be further pursued and shall be resolved according to the last formal response.
2. **District:** In the event the District or its agents fail to meet a timeline, the grievant may proceed to the next step of the procedure.
3. **Strict Adherence:** The specified time limits shall be strictly observed but may be extended by mutual concurrence of the Parties. An arbitrator shall not hear the merits of a case where the grievant has not met the timelines.

### Section C. Rights to Representation

1. **With an AR (Association Representative):** A grievant shall have the right to be accompanied by an AR at all steps of the grievance procedure.
2. **Self-Representation :** In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first three (3) steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals, and responses are given to the President in a timely fashion.
3. **Outside Representation Bar:** No grievance may be processed with a grievant having representation other than him/herself or the Association.

### Section D. Grievance Steps

#### STEP 1. Informal Discussion

No later than 20 working days from the date the alleged violation occurred, the grievant shall first discuss the grievance with his/her immediate supervisor. Every effort should be made at this level to

resolve the grievance. The Association will be informed of any informal grievance resolutions reached by the grievant and immediate supervisor, in the event that such resolution could affect the future interpretation of the collective bargaining agreement.

Employees may also be accompanied by an AR for representation purposes when pursuing a complaint.

**STEP 2. Supervisor/Superintendent**

If no settlement is reached in Step 1, the grievant shall reduce to writing a statement of the grievance (See Appendix B) providing the following information:

1. The facts upon which the grievance is based
2. Reference to the term(s) of the Agreement alleged to have been violated.
3. The remedy sought.

Within ten (10) working days after the Step 1 discussion, the employee shall submit the written grievance to the administrator (supervisor/Superintendent). The administrator will provide opportunity for the employee to discuss the grievance. The employee may request an AR be present at this discussion. The administrator will have twenty (20) working days from submission of the written grievance statement to resolve the dispute and indicate in writing the disposition of said grievance.

**STEP 3. Outside Administrator designated by School Board**

If the Grievant is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within the timeline, the grievant has twenty (20) days to appeal the grievance by notifying the Superintendent in writing. Such an appeal shall be heard by an outside administrator to be appointed by the Orondo School Board. The designee shall be a current or former administrator from another school district or organization.

When an outside administrator is used, the Superintendent has ten (10) days from the date of the appeal to notify the Association of the School Board's appointment. If the School Board is unable to appoint an outside administrator within the timeline, the Grievant may continue to Step 4.

The outside administrator shall schedule a hearing within fifteen (15) days of being appointed by the School Board. The District shall bear the cost of the outside administrator.

The Parties shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the outside administrator shall have ten (10) working days after receipt of the grievance to resolve said grievance by indicating, in writing with the reasons for the decision to the grievant and the AR.

**STEP 4. Binding Arbitration**

If no settlement has been reached in Step 3 within the specified time, the grievance may be submitted by the Association within twenty (20) working days to final and binding arbitration.

The following stipulations shall govern:

1. The arbitration agency shall be selected by mutual agreement of the Association and the District. If no mutual agreement is made within ten (10) working days, the arbitrator shall be furnished by the Washington State Public Employment Relations Commission at no cost to either party.
2. The arbitrator shall have no authority except to decide upon alleged violations of the term(s) of the Agreement.
3. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the employer, except those matters in which the employer has clearly relinquished its authority through an express term(s) of this agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. All other costs and expenses will be borne by the party incurring them.

The total costs of the stenographic record (if requested) will be paid by the party requesting it, unless the request is made by the arbitrator and then the costs will be split between the two parties. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs.

Each party shall pay any expenses and compensation, including wages and salaries, relating to its own witnesses or representatives.

#### **Section E. Miscellaneous Conditions**

1. **Contract Expiration** : Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals** : No reprisals of any kind shall be taken by the District or its agents against any Employee because of his/her participation in this grievance procedure. No reprisals of any kind shall be taken by the employee or the Association as the result of information presented by the District or its agents during the course of the grievance.
3. **Cooperation of the Parties**: The Parties shall cooperate in their investigation of any grievance; and shall furnish such information as is requested for the processing of any grievance. All documents, communications and records dealing with any grievance shall be handled in a confidential way and filed separately from the personnel files of the participants; provided that in the event the decision should result in information relevant to the employee's misconduct or inadequate performance, a copy of the decision may be placed in the employee's file.

An employee shall be permitted to inspect during normal District hours his or her personnel file. The District and the Association agree to cooperate in furnishing to the other party records relating to the issues contained in a grievance.

4. **Release time**: The investigation and processing of any grievance shall not interfere with or interrupt normal school operations. Grievance meetings shall be held outside the student day. Where that is not feasible, with the Superintendent's prior approval, an Employee(s) or an AR(s)

may be released from their regular assignment, upon request of the Association, provided that the Association reimburses the District for any substitute costs.

- 5. **Files :** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 6. **Form :** The form for filing grievances is attached to and made a part of this Agreement as Appendix B.
- 7. **Association Grievances:** If a grievance affects a group of Employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly. When a grievance is filed directly by the Association, the Association President (or his/her designee) shall serve as the Grievant and it shall be processed in the same manner as an individual grievance. When the grievance is based on a concern of one or more employees, the district will be advised of the name(s) of the employees, the nature of their concern(s) and the circumstances surrounding the concern(s) within the timeframes of this article.

**ARTICLE IX. DURATION**

**Section A. Effective Dates**

This Agreement shall be in effect September 1, 2023 through August 31, 2025.

**Section B. Openers**

This agreement will be reopened to address any new legislation that impacts this agreement.

All IPD passed through by the State shall be added to the wage schedule in the same percentage as the pass through.

Automatic openers shall be anything to do with the implementation of SEBB or Paraeducator Certification.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Orondo, Douglas County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

**FOR THE DISTRICT:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Co-President

## Appendix A. Wage Schedule

		2023-24	2023-24
Experience		Gen Ed Para	SpEd Para/ ECEAP Para
BASE	0	\$17.48	\$19.48
	1	\$17.84	\$19.84
	2	\$18.17	\$20.17
	3	\$18.53	\$20.53
	4	\$18.87	\$20.87
	5	\$19.24	\$21.24
	6	\$19.58	\$21.58
	8	\$20.11	\$22.11
	10	\$20.86	\$22.86
	15	\$21.61	\$23.61
	20	\$22.61	\$24.61
<b>SUBSTITUTE RATE</b>		<b>\$17.48</b>	<b>\$17.48</b>

2023-2024 School Year – IPD (3.7%)

2024-2025 School Year – IPD (TBD)

\*Translating services will be compensated at \$21.88 per hour

**Longevity Stipend** (embedded in wage schedule above): The longevity stipend is compensated at steps 10, 15, and 20 and in the Wage Schedule. At the start of:

<b>Year 10</b>	<b>\$0.75</b>
<b>Year 15</b>	<b>\$0.75 (\$1.50 cumulative)</b>
<b>Year 20</b>	<b>\$1.00 (\$2.50 cumulative)</b>

Longevity Stipend for Orondo School District experience paid each June of \$750 starting year 22 and each year beyond.

For purposes of this calculation, partial years shall be credited as a year. Years of experience shall be calculated on the first day of the current school year. Experience shall be calculated from the date of employment with Orondo School District plus any experience in any other district that was recognized when the employee was hired by Orondo District.

### **Intensive Health Services Stipend**

When an employee is assigned an ongoing work schedule to provide services to a student(s) with an IEP or 504 Plan who can be expected to regularly behave in a physically aggressive manner, or who may require restraint, diapering, tube feeding, or changing catheters, the employee will receive appropriate training and an annual \$250 intensive health services stipend. The stipend will be paid in the October check.

### **Hourly Stipends**

Special Education Certificate *or* ELL Certificate - \$.25  
 Special Education Certificate *and* ELL Certificate - \$.50  
 Advanced Paraeducator Certificate - \$.25  
 AA - \$1.25  
 BA - \$2.50

**Appendix B.**

**Paraeducators of Orondo Washington  
Grievance Form**

Level of Grievance: Step 1 \_\_\_\_\_ Step 2 \_\_\_\_\_ Step 3 \_\_\_\_\_ Step 4 \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Job Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Briefly state the specific section(s) and/or paragraph(s) of the Agreement allegedly violated, how and when the grievance occurred, the results of the previous step(s) if appropriate and why the results were unsatisfactory.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What Remedy are you seeking?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Step One Meeting \_\_\_\_\_

Date of Step Two Meeting \_\_\_\_\_

Date of Step Three Meeting \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

**Appendix C.**

**Representation Form**

I \_\_\_\_\_, the undersigned have been advised of my right to representation by the Paraeducators of Orondo in the matter involving a potential grievance or discipline.

I Decline Association Representation from the Paraeducators of Orondo.

\_\_\_\_\_

Employee signature

\_\_\_\_\_

Supervisor signature



**Appendix D**

**Paraeducator Employee Evaluation**

Employee Name: \_\_\_\_\_

School Year: \_\_\_\_\_

**4- Frequently exceeds expectations** - Frequently completes more than required duties. Completing duties with little direction, assisting colleagues, works well within the context of the total school needs.

**3- Consistently meets expectations** - Once training has occurred employee can be counted on to complete tasks with minimal supervision and consistency. Quality of work is consistent from day to day and task to task.

**2- Frequently meets expectations** - Once training has occurred employee usually completes tasks with / or without supervision. Quality of work sometime varies from day to day and task to task.

**1- Does not meet expectations** - Requires direct supervision when completing routine tasks. Quality of work is inconsistent and frequently leaves tasks inadequately completed or not completed.

<b><u>Professional Relationships:</u></b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Dependably completes job assignments				
Collaborates with colleagues to find solutions				
Shows Flexibility in adjusting to new or different situations or requirements				
Relates to all colleagues with professional regard and respect				
Dresses appropriately				
Is regular and punctual in attendance				
Remains calm during high pressure and crisis situations				

<b><u>Student Relationships:</u></b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Demonstrates Sensitivity to individual student needs				
Shows an understanding of and interest in building from each student's background and characteristics				
Demonstrates cooperation, courtesy, tact, in the effective management of students				
Adjusts performance to increase likelihood of students' conformance to expectations				

<b><u>Job Skills:</u></b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Applies technical knowledge and/skills performing assigned tasks				
Follows supervisor instructions to complete tasks				
Maintains accurate records				
Completes assigned tasks				
Complies with and supports district rules, school and departmental activities				
Treats all records and/or situations in a confidential manner				
Seeks clarification to ensure understanding of job assignment				
Communicates clearly in written and spoken language				
Provides direct services designed by the coordinating teacher to correct, improve and reinforce student skills				

<b><u>*Quality of Work :</u></b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
The employee demonstrates commitment to each assigned task				
Takes appropriate initiative demonstrating willingness to exceed minimum performance required				
Works independently without need for close supervision				

\*A score of a 1 in any area of this section, may result in an improvement plan.

**Evaluator Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

The employee signature above does not necessarily imply that the employee agrees with the evaluation report, but only that he or she has seen and discussed it with the evaluator and/or supervisor.