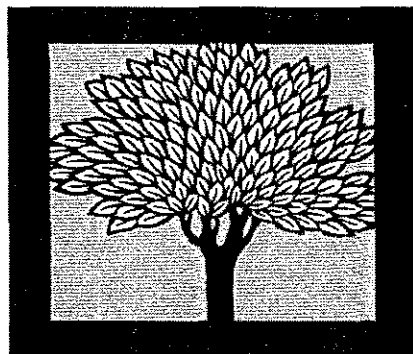


2023-2025
Contract
Tumwater Association of
Paraprofessionals



Tumwater School District #33

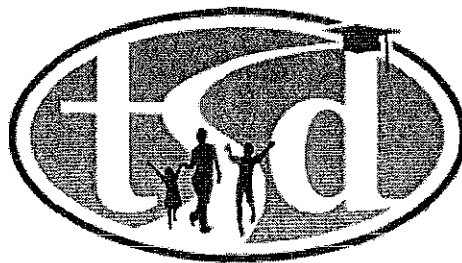


TABLE OF CONTENTS

TABLE OF CONTENTS.	1
<u>DECLARATION OF PRINCIPLES</u>	4
<u>DEFINITIONS</u>	5
<u>ARTICLE I - ADMINISTRATION</u>	6
<u>SECTION 1 - RECOGNITION</u>	7
<u>SECTION 2 - CONFORMITY TO LAW</u>	7
<u>SECTION 3 - DISTRIBUTION OF AGREEMENT</u>	7
<u>SECTION 4 - STATUS OF THE AGREEMENT</u>	7
<u>SECTION 5 - JOB DESCRIPTIONS</u>	7
<u>ARTICLE II - ASSOCIATION RIGHTS</u>	8
<u>SECTION 1 - RIGHTS OF THE ASSOCIATION.</u>	8
<u>SECTION 2 - DUES DEDUCTIONS AND REPRESENTATION FEES</u>	9
<u>SECTION 3 - UNION ACCESS TO NEW EMPLOYEES</u>	9
<u>ARTICLE III - EMPLOYEE RIGHTS</u>	9
<u>SECTION 1 - EMPLOYEE RIGHTS</u>	9
<u>SECTION 2 - DUE PROCESS</u>	10
<u>SECTION 3 - PERSONNEL FILE</u>	11
<u>SECTION 4 - VACANCIES AND NEW POSITIONS</u>	12
<u>SECTION 5 - EMPLOYMENT PROCEDURES</u>	14
<u>SECTION 6 - PROBATION PERIOD</u>	15
<u>SECTION 7 - HOURS OF WORK AND OVERTIME</u>	16
<u>SECTION 8 - EMPLOYEE EVALUATIONS</u>	18
<u>SECTION 9 - EMPLOYEE PROTECTION</u>	19
<u>SECTION 10 - LAYOFF AND RECALL</u>	22
<u>SECTION 11 - HOLIDAYS AND VACATIONS</u>	24
<u>SECTION 12 - TRANSPORTATION & ECLC PARAPROFESSIONALS.</u>	24
<u>SECTION 13 - IMPACT PARAPROFESSIONALS</u>	25
<u>SECTION 14 - SCHOOL/WORKSITE CLOSURE</u>	26
<u>SECTION 15 - AVAILABLE TECHNOLOGY</u>	26
<u>SECTION 16 - WORKING IN SMALL GROUPS</u>	26
<u>SECTION 17 - COMMUNITY OUTREACH</u>	26
<u>ARTICLE IV - LEAVES</u>	27
<u>SECTION 1 - SICK LEAVE</u>	27
<u>SECTION 2 - BEREAVEMENT LEAVE</u>	28
<u>SECTION 3 - PARENTAL LEAVE</u>	28
<u>SECTION 4 - JURY DUTY AND SUBPOENA LEAVE</u>	29
<u>SECTION 5 - FAMILY AND MEDICAL LEAVE ACT</u>	29
<u>SECTION 6 - WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)</u>	30
<u>SECTION 7 - ASSOCIATION LEAVE</u>	30
<u>SECTION 8 - PERSONAL LEAVE.</u>	30

1	<u>SECTION 9 - LONGEVITY LEAVE</u>	31
2	<u>SECTION 10 - WORKPLACE INJURY LEAVE</u>	32
3	<u>SECTION 11 - OTHER LEAVES</u>	33
4	<u>SECTION 12 - RETURN FROM LEAVE OF ABSENCE</u>	33
5	<u>SECTION 13 - SUBSTITUTES</u>	33
6	<u>SECTION 14 - SHARED OR DONATED LEAVE</u>	33
7		
8	<u>ARTICLE V - GRIEVANCE PROCEDURE</u>	34
9	<u>SECTION 1 - DEFINITION OF GRIEVANCE</u>	34
10	<u>SECTION 2 - DEFINITION OF GRIEVANT</u>	34
11	<u>SECTION 3 - CONTENTS OF THE GRIEVANCE</u>	34
12	<u>SECTION 4 - DAYS</u>	34
13	<u>SECTION 5 - ALTERNATE PROCEDURES FOR SPECIAL SITUATIONS</u>	34
14	<u>SECTION 6 - REQUIRED FILING PROCEDURE</u>	35
15	<u>SECTION 7 - COOPERATION</u>	35
16	<u>SECTION 8 - PROCEDURES</u>	35
17	<u>SECTION 9 - JURISDICTION OF THE ARBITRATOR</u>	36
18	<u>SECTION 10 - ARBITRATION PROCEDURE</u>	36
19	<u>SECTION 11 - TIMELINES</u>	36
20	<u>SECTION 12 - GRIEVANCE REQUIREMENTS</u>	36
21		
22	<u>ARTICLE VI - SALARIES AND BENEFITS</u>	38
23	<u>SECTION 1 - SALARIES AND SALARY PLACEMENT</u>	38
24	<u>SECTION 2 - INSURANCE BENEFITS</u>	39
25		
26	<u>ARTICLE VII - RIGHTS OF THE EMPLOYER (MANAGEMENT RIGHTS)</u>	42
27		
28	<u>ARTICLE VIII - CONFERENCE COMMITTEE</u>	42
29		
30	<u>ARTICLE IX - MENTOR</u>	42
31		
32	<u>ARTICLE X - PROFESSIONAL ISSUES</u>	43
33	<u>SECTION 1 - PROFESSIONAL REIMBURSEMENT</u>	43
34	<u>SECTION 2 - SITE BASED PLANNING DOLLARS</u>	44
35	<u>SECTION 3 - PROFESSIONAL GROWTH DAY</u>	45
36	<u>SECTION 4 - TUMWATER U</u>	45
37	<u>SECTION 5 - TRAINING/INSERVICE</u>	45
38	<u>SECTION 6 - SITE TEAM</u>	46
39	<u>SECTION 7 - COMMITTEE REPRESENTATION</u>	47
40		
41	<u>ARTICLE XI - DURATION</u>	48
42		
43	<u>APPENDIX A - SALARY SCHEDULE</u>	49
44	<u>APPENDIX B - GRIEVANCE FORMS</u>	50
45	<u>Form I (A)</u>	50
46	<u>Form I (B)</u>	51
47	<u>Form II</u>	52
48	<u>Form III</u>	53

1	<u>Form IV</u>	54
2	<u>APPENDIX C - TAP/EMPLOYEE EVALUATION FORM</u>	55
3	<u>APPENDIX D – UNION ACCESS TO NEW EMPLOYEES</u>	57
4	<u>APPENDIX E – SEVEN TESTS OF JUST CAUSE</u>	58
5	<u>APPENDIX F - MENTOR/MENTEE APPLICATION FORMS</u>	59
6	<u>ADDENDUM - WORKING IN UNSAFE CONDITIONS</u>	61
7	<u>ADDENDUM - PERSONAL PROPERTY REGISTRATION FORM</u>	62
8		

1 DECLARATION OF PRINCIPLES

2
3 The parties to this Agreement agree to treat each other with mutual respect
4 and trust.

5
6 The parties agree that employee participation in the formulation and
7 implementation of personnel policies affecting said employees contributes
8 positively to the effective conduct of school business.

9
10 The parties agree to share any and all information relating to personnel policies
11 so the parties can make well informed decisions: (except information deemed
12 confidential).

13
14 The parties acknowledge that problems will arise from time to time and agree
15 that an open problem-solving process best serves the needs of the District,
16 Association and students.

17
18 The parties recognize the rights and responsibilities conferred on each other by
19 the Public Employee's Collective Bargaining Act and agree to promote and
20 improve the efficient administration of the District and the well-being of
21 employees within the spirit of the Act.

1 DEFINITIONS

2
3 The term "District" as used in this Agreement shall mean the Tumwater School
4 District No. 33, Thurston County, Washington.

5
6 The terms, "TAP/WEA/NEA," or "Association" as used in this Agreement shall refer
7 to the Tumwater Association of Paraprofessionals/Washington Education
8 Association/National Education Association.

9
10 The term "employee" as used in this Agreement shall mean all classified
11 employees represented by the Tumwater Association of
12 Paraprofessionals/Washington Education Association/National Education
13 Association.

14
15 The term "F.T.E." or "full time equivalent" shall mean an employee who works six
16 (6) hours per day, unless otherwise defined in this Agreement.

17
18 Unless the context in which they are used clearly requires otherwise, words used
19 in this Agreement denoting gender shall include both the masculine and
20 feminine; and words denoting number shall include both the singular and plural.

21
22 The term "supervisor" as used in this Agreement shall mean the appropriate
23 District administrator.

24
25 The term day(s) as used in this Agreement shall mean the employee's work day
26 unless otherwise defined.

ARTICLE I - ADMINISTRATION

SECTION 1 - RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining representative for all district Paraprofessionals, excluding any person who is assigned supervisory duties or whose duties as a supervisor, administrative paraprofessional, or secretary necessarily imply a confidential relationship to the District. Individuals serving in temporary and substitute positions shall not be covered by the Agreement until such employees have worked for more than thirty (30) days during a twelve (12) month period ending in the current or immediately preceding work year, except that regular employees who assume such a position shall continue to be covered by all terms and conditions of this Agreement. Employees who are scheduled to work for less than sixty (60) days shall be placed on the salary schedule contained in this agreement but shall be excluded from all other contract provisions.

The bargaining unit to which this Agreement is applicable includes, but is not necessarily limited to the following, regardless of funding source:

Continuing Paraprofessionals with reasonable assurance to return for the following year (receive all benefits and provisions in this CBA) shall accrue District seniority on the start date of the continuing position.

One Year Only Paraprofessionals hired specifically for the current school year only (receive all benefits and provisions in this CBA following DRS/State Law eligibility).

Temporary Paraprofessionals hired to serve a specific student or group of students for the period of their enrollment or need in TSD in the current school year. Such position ends with the withdrawal of the student or termination of need, plus five (5) work days not to exceed the end of the semester (receive all benefits and provisions in this CBA following DRS/State Law eligibility).

Impact Paraprofessionals hired until the end of the semester, generally due to, but not limited to, class size overload, building funds or special education funds. Employee will receive benefits following DRS/State law eligibility but no benefits other than those listed under Article III, Section 13 (page 22-3).

SECTION 1.1 TEMPORARY STATUS EMPLOYEES

If a temporary status employee, that is either a One Year Only Paraprofessional or a Temporary Paraprofessional; is offered any assignment in the following school year, the employee shall be considered a regular,

1 continuing employee with all rights and benefits under the Collective
2 Bargaining Agreement.

3
4 SECTION 2 - CONFORMITY TO LAW

- 5
6 A. This Agreement shall be governed and construed according to the
7 Constitution and laws of the State of Washington. If any provision of this
8 Agreement, or any application of this Agreement to any employee or
9 groups of employees covered hereby shall be found contrary to law,
10 such provision or application shall have effect only to the extent
11 permitted by law, and all other provisions or applications of the
12 Agreement shall continue in full force and effect. For the purposes of this
13 section, being found contrary to law includes rulings from a court of law,
14 the Attorney General, and the Public Employment Relations Commission.
15
16 B. In the event a provision(s) is determined to be contrary to law as stated
17 above, such provision shall be renegotiated. Negotiations shall
18 commence within two (2) weeks after a request for negotiations.
19

20 SECTION 3 - DISTRIBUTION OF AGREEMENT

21
22 Following ratification of this Agreement, the District and Association shall design
23 and print its content. The cost of printing the Agreement shall be borne equally
24 by both parties. The contract will be posted to the District's website. The
25 Association and the District shall determine the number of hard copies to be
26 printed. At least one copy will be available in the office at each site, per TAP
27 building rep and per site administrator. A copy of this Agreement with original
28 signatures shall be provided to the Association.
29

30 SECTION 4 - STATUS OF THE AGREEMENT

31
32 This Agreement shall supersede any rules, regulations, policies, resolutions or
33 practices of the District which are contrary to, or inconsistent with, its terms.
34

35 SECTION 5 – JOB DESCRIPTIONS

36
37 The right to determine and write job descriptions is retained by the District. TAP
38 will have the right to provide information and make comments to the District
39 prior to the District finalizing job descriptions. Job descriptions for all positions
40 subject to this Agreement shall be provided to individual employees and/or the
41 Association president upon request. Changes of such descriptions shall be
42 forwarded to the Association and the affected employee(s).
43
44

1 **ARTICLE II - ASSOCIATION RIGHTS**

2
3 SECTION 1 - RIGHTS OF THE ASSOCIATION

4 This information shall be provided quarterly or as requested by the Association.

5 The District, upon written request, agrees to furnish to the Association a copy of
6 the annual school district budget.

7 In accordance with Chapter 41.56 RCW, the District shall provide employee
8 information for all bargaining unit members to the Association that includes:
9 name, date of hire, cell phone number, home phone number, work phone
10 number, most up-to-date home email, work email, home address and mailing
11 address. Employment information provided will include: job title, rate of pay,
12 and work site location. This information shall be provided quarterly or as
13 requested by the Association.

14 The Association shall have the right, contingent upon approval by the site
15 administrator, to hold meetings on school property provided that such meetings
16 are outside working hours of the employees.

17
18 The Association is allowed to use the District's inter-building mail service and
19 District authorized mail boxes for communication purposes in compliance with
20 state laws and regulations and the terms and conditions of this Agreement,
21 provided that the use of the mail service shall not disrupt or interfere with normal
22 school district operations.

23
24 The Association will have the right to use District equipment such as copy
25 machines, and computers (excluding confidential information) pursuant to the
26 following guidelines:

27
28 A. Such use of District equipment shall be subject to the approval of the site
29 administrator and shall not be approved when such use will interfere with
30 the school program.

31
32 B. The Association shall reimburse the District for any cost to the District
33 incurred by such use of equipment including the cost of any repairs or
34 damages to equipment which results from Association use, normal wear
35 and tear excepted.

36
37 The District will provide bulletin board/wall space at each facility for the
38 use of the Association. Size, location, etc., will be at the discretion of the
39 administrator in charge of the facility. The Association accepts the

responsibility for all information posted and appearing on the space provided.

When any employee representative of the Association or any employees are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

SECTION 2 - DUES DEDUCTIONS AND REPRESENTATION FEES

- A. For paraprofessionals who become Association members, the District will deduct appropriate dues from the employee's salary each pay period.
- B. The District shall transmit the dues to the Washington Education Association each pay period.
- C. The Association agrees to hold the District harmless for any dues paid in excess of authority and/or against any suits brought against the District as a result of action taken by the District pursuant to proper implementation of the provisions of this section.

SECTION 3 – UNION ACCESS TO NEW EMPLOYEES

In accordance with RCW 41.56.037, the District must provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the Union (see Appendix D).

SECTION 4 – USE OF FACILITIES

The Association and its representatives will have access to all District buildings and to all employees for purposes of conducting Association business, provided it will not conflict with regular school operations.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1 - EMPLOYEE RIGHTS

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association which shall be recognized as extending to participation in the management of the Association, including presentation

1 of the views of the Association to the Board of Directors of the District or any
2 other governmental body, group, or individual. The District shall take whatever
3 action is required, or refrain from such action, in order to assure employees that
4 no interference, restraint, coercion, or discrimination is allowed within the District
5 to encourage or discourage membership in any employee organization.

6
7 The District and the Association will cooperate to assure that employees subject
8 to this Agreement are not illegally discriminated against. The employee shall
9 have the right to bring any work-related issue(s) or concern(s) to a supervisor
10 and/or a TAP representative without reprisal.

11 12 SECTION 2 - DUE PROCESS

13
14 A. No employee shall be disciplined (including verbal warning(s), letter(s) of
15 reprimand, suspension(s), or termination) without just cause (See
16 Appendix E). The specific grounds forming the basis for disciplinary
17 action(s) will be made available to the employee and the Association in
18 writing.

19
20 B. An employee shall be entitled to have present a representative of the
21 Association during disciplinary actions as defined above or during any
22 investigatory meeting that the employee reasonably believes could
23 lead to disciplinary action. When a request for such representation is
24 made, no disciplinary action will be taken against the employee until a
25 representative of the Association is present, provided, that absence of
26 an Association representative shall delay the action not more than one
27 (1) day. Further, in the event a disciplinary action may be taken, the
28 employee shall be advised of the right to representation under this
29 provision of the contract prior to the action being taken.

30
31 C. The District agrees to follow a policy of progressive discipline which
32 normally includes verbal warning(s), letter(s) of reprimand, suspension(s),
33 with termination as a final and last resort; however, any disciplinary
34 action taken against an employee shall be appropriate to the behavior
35 which precipitates said action.

36
37 The District may issue a letter of direction to an employee where
38 appropriate. The letter of direction shall only guide and advise
39 employees on future conduct, be non-disciplinary in nature, and shall
40 contain no findings of wrongdoing on the part of the employee. Such
41 letters shall contain no statement that the repetition of the action(s)
42 which gave rise to the letter of direction may result in future disciplinary
43 measures. Such a letter of direction shall not be subject to the grievance
44 procedure.

1 D. Any complaint or other material directed to District administrators
2 making derogatory reference against an employee by any parent,
3 student or other person will be called to the attention of the employee.
4 Any complaint not called to the attention of the employee within 30
5 calendar days of its receipt by the District may not be used as the sole
6 basis for any disciplinary action against the employee.

7
8 When the District investigates an allegation of misconduct by an
9 employee, and chooses not to discipline or take adverse action against
10 the employee, the employee may request a letter which indicates the
11 District's investigative findings and its reasons for taking no action. A
12 copy of this letter shall be placed in the employee's personnel file.

13 14 SECTION 3 - PERSONNEL FILE

15
16 A. Materials placed in the employee's permanent personnel file after
17 employment shall be available for review by the employee. An
18 employee wishing to review such material shall make an appointment
19 with the Human Resources Department for such purpose. The
20 appointment shall be scheduled no more than one workday from the
21 date of the request. At the employee's request, an Association
22 representative may be present at this review. Upon request, a single
23 copy of any material contained therein shall be afforded the employee.
24 The District will furnish those copies as soon as reasonably possible. The
25 annual Employee Evaluation form for members covered by this
26 Agreement shall become part of the employee's permanent personnel
27 file. (The performance evaluation shall be signed by the employee at
28 the time of the evaluation, and signed by the principal or responsible
29 administrator of the program prior to submission to Human Resources.)
30 All materials in the personnel file shall remain confidential. Employees
31 shall have the right to meet with the Director of Human Resources to
32 discuss the removal of all objectionable material from their file, exclusive
33 of the annual evaluation report.

34
35 B. Employees will be notified of any Letters of Reprimand or other
36 evaluative materials which are entered in the personnel file. Employees
37 may request documented discipline letters be removed from their
38 personnel file, provided it is allowable by law and one year has passed
39 since the date of the letter. A committee, consisting of a District
40 administrator, the HR director and two TAP representatives will determine
41 whether the letter may be removed. Decisions of the committee may be
42 appealed to the Superintendent or their designee and such decision is
43 binding for one year.
44

- 1 C. An employee may respond in writing to anything in the personnel file
2 with which the employee may disagree.
3
- 4 D. All information used as the basis for the annual written evaluation shall
5 be discarded after the employee has signed the evaluation. The
6 supervisor may keep a copy of the signed evaluation. The supervisor
7 may keep a copy of the signed evaluation in their building evaluation
8 file.
9
- 10 E. No materials of any kind shall be kept in an employee's personnel file
11 should an accusation of misconduct be made against an employee,
12 which after investigation by the District, has proven to be false.
13

14 SECTION 4 - VACANCIES AND NEW POSITIONS 15

- 16 A. Whenever an opening occurs, other than an Impact opening of ninety
17 (90) work days or less, written notices of vacancies (including job duties
18 and location/grade levels) and new positions within the bargaining unit
19 shall be posted for no less than five working days. The District will
20 determine, at the time of posting, whether a position is to be posted
21 outside the District. If after all qualified Association members have been
22 interviewed, no bargaining unit applicant is selected, and the District
23 has indicated to those interviewed that they have not been selected,
24 the District may interview outside applicants. Upon request, the District
25 will indicate to those interviewed why they were not selected for the
26 position. The District will maintain a link on its website in order to advertise
27 bargaining unit positions that become available between school years.
28 For an applicant to be considered for a vacant position, they must:
29

- 30 1. Submit their application materials as outlined on the job posting
31 no later than five working days from the first day of the posting;
32 and
33
- 34 2. Possess the skills and qualifications applicable to the vacant or
35 new position.
36

37 Employees who are applicants shall receive consideration on the
38 following: first, skills and qualifications of the employee; and second,
39 seniority when skills and qualifications of employee applicants are equal.
40

41 Displaced employees will be given first preference and a one-time
42 choice for any positions since their initial displacement was beyond their
43 control.
44

1 All qualified applicants from the bargaining unit will be offered an
2 interview. Job requirements will be determined by the District.

3
4 Upon the request of the applicant employee whose application has
5 been denied, the employee shall receive a written/verbal statement or
6 a conference explaining the reasons for such decision.
7

8 B. Impact positions of ninety (90) days or less will be offered to current
9 paras within the building where the position occurs. No interview is
10 necessary if the position is offered within the building. Employees shall be
11 notified of job duties. Employees who want the assignment shall receive
12 consideration on the following: first, skills and qualifications; and second,
13 seniority when skills and qualifications are equal and if their schedule
14 can accommodate some or all of the hours. It is understood by the
15 parties that an Impact assignment may or may not be split. If no one
16 within the building is hired, the position will be posted.
17

18 C. For openings occurring in the spring for positions for next school year, the
19 following shall apply:
20

- 21 1. The Human Resources Department will post known open positions
22 as close to June 1 as possible, in any case prior to the end of school.
23
- 24 2. The names of all employee applicants will be provided to the
25 building administrator(s) of all the sites where the employee applies.
26 Building administrators will hold on-site interviews and make a
27 selection. If none of the applicants are selected for the position, the
28 position shall remain open and be re-posted in August. In selecting
29 candidates, the provisions of paragraph A above will be observed
30 and building administrators will be advised of such provisions.
31
- 32 3. Displaced employees who accept a position prior to or during June
33 may participate in the August interviews.
34

35 D. No involuntary transfer shall be made if there is a qualified volunteer
36 available to fill said position. An involuntary transfer shall be made only
37 after a meeting between the employee involved, and the immediate
38 supervisor, at which time the employee shall be notified of the reason.
39 The employee may have their association representative present at the
40 meeting.
41

42 The District shall notify the Association forty-eight (48) hours prior to an
43 involuntary transfer meeting.
44

1 E. A new employee to a worksite or an employee who is assigned to a new
2 or different position will be provided with training prior to student
3 contact. If this is impossible, training will be provided within twenty (20)
4 days of student contact. Employees will have access to information
5 needed and relevant to work with a student, including 504s, health
6 information and IEPs. Employees will be paid for the time spent reviewing
7 information, up to one hour.

8
9 F. Employees hired to work with students who require 1:1 support shall be
10 employed contingent on student enrollment and requirement for such
11 adult support. When a permanent employee chooses, or is assigned, to
12 work in a 1:1 position, the vacancy created by that decision shall be
13 posted as temporary or a one-year position depending on the needs of
14 the position.

15
16 SECTION 5 - EMPLOYMENT PRACTICES PROCEDURES

17
18 A. Effective for all employees hired prior to and for the 2018-19 school year:
19 The seniority of an employee shall be defined as the length of
20 continuous service, provided that breaks in service of one (1) calendar
21 year or less shall be bridged and considered as continuous.

22
23 Effective for employees hired for the 2019-2020 school year and
24 thereafter: The seniority of an employee shall be defined as the date
25 hired into a continuing position within the bargaining unit. One year only,
26 temporary, and impact employees shall not accrue seniority. Seniority
27 accrual may not necessarily impact salary placement advancement.
28 See Article VI, Section 1.

29
30 The seniority rights of an employee shall be lost for the following reasons:
31 resignation, discharge for just cause, and retirement.

32
33 Seniority rights shall not be lost but shall not accrue for the following
34 reasons: authorized, unpaid leaves of absence, and involuntary layoff.

35
36 Seniority rights shall continue to accrue for the following reasons:
37 absence due to industrial injury (up to one (1) year) and then the
38 employee will be covered under the preceding paragraph); paid,
39 authorized absence covered by the leave provision of the agreement;
40 and holidays and vacation periods.

41
42 B. Upon written request, the District will provide the Association a seniority
43 list ranking each employee from greatest to least seniority. Starting June

10, 1993, seniority will be based on the employee's hire date as a permanent employee.

- C. An employee who is resigning shall give two (2) weeks' notice. A resigning employee shall be entitled to all vested, accrued benefits.
- D. The District will reimburse costs of required fingerprinting for each new hired employee upon successful completion of probationary period.
- E. All newly hired employees (including impact, temporary and 1 year only) shall be provided six (6) hours of paid orientation/training time. This includes new hire paperwork, Safe Schools, student management strategies, building discipline policies, and other trainings. In addition, two (2) hours of paid training time will be offered when requested by the paraprofessional for on-site/on the job training, (i.e. job shadowing).
- F. Within the first ten (10) work days of the school year, each employee shall be informed of their designated supervisor.

SECTION 6 - PROBATION PERIOD

- A. All new employees subject to this Agreement will be on probation for the first sixty (60) working days of employment. During this period, the employee will be evaluated by the immediate supervisor. If upon such evaluation, the employee's performance is determined to be unsatisfactory, the employee shall be terminated and such termination shall not be subject to review by the grievance procedure of this Agreement. If the employee's performance is satisfactory, a recommendation for permanent employment shall be transmitted through proper channels. Upon permanent employment, the new regular employee shall be given credit for seniority and earned benefits which would have accrued if the employee had been a regular employee during the probationary period.
- B. If the 60-day evaluation falls on or after April 1st, it will serve in lieu of the evaluation typically due by June 1.
- C. For One Year-Only Paraprofessionals and Temporary Paraprofessionals returning the following school year to the same or similar position within the District, no 60-day evaluation will be necessary and the employee will not be in a probationary status. An annual evaluation will suffice as defined in Article III, Section 8. A similar position will have comparable tasks and requirements.

1 SECTION 7 - HOURS OF WORK AND OVERTIME

2
3 A. One week prior to the first day of student instruction, the District will notify
4 each employee of their tentative hours of work, work site, and date to
5 report to work. A written work schedule which includes break times and
6 lunch times will be assigned two days after September count day and
7 may be adjusted based on October enrollment or as needed
8 throughout the school year.
9

10 B. Each employee shall be assigned to a definite shift with designated
11 times for beginning and ending, and each employee will work and be
12 paid for one hundred and eighty-one (181) days of work per school
13 year. In addition, the District will offer on annual basis fourteen (14) hours
14 of paid training time per employee, to be paid via timeslip.
15

16 C. Additional hours may be added during the school year upon the
17 consent of the employee.
18

19 D. All schedules of more than 4 hours per day shall allow for, at minimum, a
20 thirty (30) minute duty free lunch, to not exceed 30 minutes, during
21 which the employee will be without responsibility for student supervision.
22 If a paraprofessional's duty-free lunch is being impacted they should
23 bring this to the attention of their building representative and/or
24 supervising administrator to assist with resolution. Employees who are
25 required to remain at the work site in the interests of the District shall be
26 paid for the lunch period at the employee's regular rate of pay.
27

28 Employees will be granted one (1) fifteen (15) minute paid break if they
29 work three (3) or more hours but less than six (6) hours daily. If employees
30 work six (6) or more hours daily they will be granted two fifteen (15)
31 minute paid breaks.
32

33 If a paraprofessional loses their lunch or part of their lunch, they will time
34 slip the loss to be charged to the worksite budget.
35

36 Employees will be given adequate transition time within their schedule
37 between recess and other assignments or similar location changes.
38

39 E. When an employee is scheduled to travel from one work assignment to
40 another, travel time shall be provided, which shall not be during the
41 employee's lunch period.
42

43 F. If an employee substitutes in a higher-paying position, they shall be paid
44 the higher wage.

1
2 1. When a Paraprofessional substitutes as an Emergency Certificated
3 Teacher, they shall be paid at the long-term sub rate at the half
4 day (3.75 hours) or whole day (7.5 hours) rate.

5
6 2. To qualify for the higher rate of pay, the Paraprofessional must:

- 7
8 a. have the skills to perform the duties of the position; and
9 b. be assigned by the building principal.

10
11 3. If two Paraprofessionals possess the necessary skills, the most senior
12 employee will be assigned.

13
14 4. Paraprofessionals who possess skills to perform the work or who
15 desire to gain those skills should notify their building supervisor.

16
17 G. All supervisor-authorized hours worked beyond forty (40) hours per week
18 shall be compensated at one and one-half (1½) times the employee's
19 hourly rate, or if agreed by the District, the employee may choose to
20 take compensatory time at the rate of one and one-half (1½) times the
21 overtime worked.

22
23 H. Unless specific individual skills are found to outweigh seniority, additional
24 hours of work shall be offered to the most senior qualified bargaining unit
25 member, on a building by building basis, to those employees within
26 each affected building.

27
28 Current employees shall be used as substitutes under the following
29 circumstances:

30
31 1. The additional hours will not exceed a total work week of forty (40)
32 hours.

33
34 2. The Paraprofessional must be qualified to substitute in the position.

35
36 3. Substituting shall not replace the employee's normal shift except
37 in unusual circumstances as determined by the supervisor.

38
39 4. Employees who substitute for another non-certificated bargaining
40 unit employee shall be paid at either their regular rate or the rate
41 of pay provided for the individual for which they are substituting,
42 whichever rate is higher.
43

I. All paraprofessionals directly involved with three (3) or more student instruction groups per day will receive thirty (30) minutes of preparation per week with the exception of weeks containing PLC ACT days. During PLC ACT weeks, 45 minutes of preparation will be provided. Such planning time will include time to meet with appropriate LAP/Special Education and other teachers as mutually agreed upon by the paraprofessional and principal. In cases when planning time is insufficient, paraprofessionals may request a meeting with the building principal or designee to establish an appropriate preparation schedule. Paraprofessionals may timeslip denied preparation time.

J. Employees assigned to provide instruction to students with special needs shall have access to the IEP and/or 504 plan where applicable. At the request of the employee and with the approval of the case manager, they shall be able to attend IEP development meetings and shall receive specific instructional information regarding the assigned student and their specific IEP needs. Said information is that which is needed in order for the employee to deliver specially designed instruction. If this work occurs outside of the of the regular work day, the employee shall be paid for their time with prior approval from the building administrator.

SECTION 8 - EMPLOYEE EVALUATIONS

A. Evaluations shall be done in a professional manner and on a professional basis. Employees shall be evaluated by June 1 annually by their immediate supervisor. All evaluation reports shall be completed on the Evaluation Form attached as Appendix C by the evaluating supervisor. The evaluation conference shall consist of the evaluating supervisor and the employee. An employee shall be given a copy of any evaluation report prepared by their evaluator no later than June 5th.

B. All monitoring or observation of the work performance of an employee shall be conducted with full knowledge of the employee, in accordance with the following procedures:

1. Additional reports and observations other than by the immediate supervisor used in the evaluation report shall be identified as to source.

Self-evaluation or "reflection" forms may be used by an immediate supervisor in creating an employee evaluation but these forms shall not be required by the District.

2. No mechanical or electronic device will be utilized to observe or monitor any classified employee in the performance of their duty without their consent.
 3. Employees covered by this agreement shall have the right to step outside the classroom or work area while video/audio recording is conducted. Employees shall experience no negative repercussions for exercising this right.
 4. Video-audio recording may not be used for evaluation or disciplinary purposes.
 5. The intercom system shall not be used to monitor a classroom or work area without the permission of all employees in that area.
- C. The employee's signature on such report shall signify only that they received the evaluation report. The employee will have the right to submit a signed rebuttal which shall be attached to the evaluation.

SECTION 9 - EMPLOYEE PROTECTION

- A. The District shall hold harmless and defend each employee from claims and damages caused or alleged to have been caused in whole or in part by an employee while working within the scope of their duties as an employee of the District. The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees. Such insurance protection will include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. The limit of liability provided under this policy for employees' personal property is \$1000 per employee for each claim. In order to be eligible for this insurance coverage, the employee must register the item. Personal cell phones, purses, wallets and similar items required for daily use do not need to be registered. All other items must be registered including personal laptops and tablets.
- B. Only employees designated and appropriately trained may dispense or administer medication and other medical procedures in accordance with state law. If Health Room Paraprofessionals or other designated employees are designated to dispense medication, they will be provided with instruction/training from the appropriate personnel prior to

administering medications. Training time will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable.

- C. The District and the Association recognize the need to provide services to students with special health needs including, but not limited to, the insertion of catheters, tube feedings, as well as duties such as diapering, toileting and bathing of students. Paraprofessionals who perform said duties shall be held harmless and defended by the District while performing duties within the scope of their assignment.

When those services are needed at the site, employees and the building administrator will meet to discuss options for providing those services taking into account student needs, employee concerns, and program needs. The District will provide training and support for those individuals performing these duties. Such support shall include, but not be limited to, a portable communications device as needed.

If requested by the employee, the District will make a good faith effort to have another consenting adult present when the employee is performing the above duties.

If the site cannot resolve these issues, or if an employee believes that they have been adversely affected or treated unfairly, they may notify the Human Resources office or the Association. Representatives of the District and the Association will meet within three (3) workdays of such notification in an attempt to resolve the matter, and resolution may include realignment of duties and maintaining hours.

- D. The District shall provide HIV/AIDS and Hepatitis B training according to law. Employees shall be paid at their regular rate of pay or at the overtime rate, if applicable, for all time required in attendance. The District shall make arrangements for Hepatitis B injections for at-risk employees as defined by statute and by the District, at no cost to the employee. Employees may opt not to receive such injection by signing the appropriate District form.

- E. To the extent allowed by law and/or after consultation with the Thurston County Health Department, employees shall be promptly informed when they are potentially exposed to contagious diseases and illnesses and they shall be instructed as to prevention and protection from the illness or disease and/or provided with treatment.

- F. The District will assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

1 An administrator or other certificated employee will be available during
2 the workday to assist and/or handle student discipline problems. Each
3 building will include Paraprofessionals in an annual meeting at which
4 discipline standards and procedures are reviewed and discussed.

5
6 G. The District shall advise those employees working directly with a student
7 when the District possesses information that the student's documented
8 disciplinary history suggests a possible threat to the safety of others.
9 Employees may have access to that student's disciplinary records as
10 provided by law.

11
12 H. An employee may protect themselves, another employee, or a student
13 as is necessary to avoid bodily harm, provided that the District's insurer
14 and/or the District shall not be obligated to assume any costs or
15 judgments held against the employee when such damages are proved
16 to be due to an employee's criminal act as determined by a court of
17 law.

18
19 At the request of the Association the District shall provide (up to one time
20 per school year) employees with training in self-protection and student
21 protection in order to protect themselves and students from attack,
22 physical or verbal abuse, injury, or to prevent damage to District or
23 personal property.

24
25 I. Employees will not be required to search a student, a student's
26 possessions, or a student's locker. An employee may be requested to be
27 a witness during a search.

28
29 J. When a student has a health condition which affects the student's
30 school and learning environment, those employees who have a need-
31 to-know and in compliance with state law, will be provided with
32 appropriate information.

33
34 When a student exhibits violent behavior or has a record of violence or
35 other significant need, paraprofessionals will be invited to any pre-
36 scheduled discussions regarding the student's behavior, trigger(s),
37 need(s) and/or formal behavior planning. If the behavioral plan is
38 modified, then the certificated staff shall meet with the paraprofessional
39 and explain the modification. The paraprofessional shall be given an
40 opportunity to provide input regarding implementation of the modified
41 behavior plan although plan implementation may not be delayed
42 pending input.

1 K. Building and District information about emergency procedures and
2 communication will be made available to Paraprofessionals. Emergency
3 procedures will also include methods for providing rapid assistance in
4 emergency situations when a potential for physical harm to students or
5 employees is evident.

6
7 L. Employees will be provided time off without loss of pay when appearing
8 in a court proceeding relating to an action involving the employee
9 which occurred as a result of and within the scope of their employment.
10 Should an assault occur on an employee while acting within the scope
11 of their employment, up to three (3) days lost shall not be deducted
12 from sick leave or any other leave.

13
14 M. The District shall provide a safe and healthful working environment for all
15 employees.

16
17 Employees will not be required to work under unsafe or hazardous
18 conditions or to perform tasks that endanger their health, safety, or well-
19 being.

20
21 When teacher, principal and paraprofessional agree there is a necessity,
22 the District shall provide safety equipment and training on how to use
23 such equipment. An example of safety equipment can include but it is
24 not limited to Kevlar gloves, shin guards and radios. If an unresolved
25 disagreement arises between administrator and the paraprofessional
26 regarding the necessity of safety equipment and training, the
27 paraprofessional may appeal to the assistant superintendent or designee.

28
29 SECTION 10 - LAYOFF RECALL, DISPLACEMENT, AND REDUCTION OF HOURS

30
31 A. The term "layoff" as used herein refers to action by the Board reducing the
32 number of employees in the bargaining unit, owing to financial restrictions
33 or other serious problems as determined by the Board.

34
35 B. Layoff Procedure and Definitions - Layoff shall be by seniority, with the
36 least senior employee being laid off first. In the event of more than one (1)
37 individual employee having the same seniority ranking, all employees so
38 affected shall participate in the drawing by lot to determine the position
39 on a seniority list. The Association and all employees so affected shall be
40 notified in writing of a date, place and time of drawing. The drawing will
41 be conducted openly and at a time and place which will allow affected
42 employees and the Association to be in attendance.

- 1 C. Employees to be laid off shall receive advance written notice of no less
2 than twenty (20) calendar days. The Association shall be presented with a
3 layoff list no less than ten (10) calendar days prior to employees receiving
4 layoff notices. The District shall notify paraeducators by June 1 of intent to
5 rehire, via letters of reasonable assurance, for the next school year.
6
- 7 D. Employees who are laid off shall be placed in a reemployment pool for
8 one (1) year. Recall shall first be based on special skills and/or
9 qualifications relating to District program(s) and then be based on
10 seniority. The District shall give written notice of recall from layoff by
11 sending a registered or certified letter to the recalled employee at their
12 last known address. If the employee does not respond within four (4)
13 District business days of receipt of such notice of recall, the employee
14 shall forfeit right of recall, except that between the last day of school and
15 August 1, the employee shall have fifteen (15) District business days of
16 receipt of such notice to respond. The employee's address as it appears
17 on the Board's records shall be conclusive when used in connection with
18 layoffs, recall, or other notice to the employee.
19
- 20 E. Impact Paraprofessionals shall be recalled on the basis of the most senior
21 qualified for a position each semester within said building.
22
- 23 F. All benefits provided by this Agreement, and unused accumulated sick
24 leave, will be granted to each employee upon return to active
25 employment. The employee will be placed on the proper step of the
26 salary schedule according to experience.
27
- 28 G. Reduction in hours shall be by seniority, with the least senior employee at
29 a local work site having his or her hours reduced first. If those cut hours
30 are reinstated they will go back to the employee(s) who lost them in the
31 same order they were cutback.
- 32 H. Displacement: The District will seek volunteers willing to transfer to
33 another work site prior to imposing displacement(s) from that building.
34 The District will select staff to be displaced according to seniority, with
35 the least senior being displaced first.
- 36 Employees displaced will be entitled to return to the location they were
37 transferred from in the event such a position is posted within the current
38 or following school year.
39

1 SECTION 11 - HOLIDAYS AND VACATIONS

- 2
3 A. Each employee will receive the following paid holidays when the
4 holidays fall within the employee's work year.

5
6 New Year's Day Thanksgiving Day
7 Day before New Year's Day Day after Thanksgiving
8 Martin Luther King Jr. Day Day before Christmas
9 Presidents' Day Christmas Day
10 Memorial Day Day after Christmas
11 Juneteenth
12 Veteran's Day
13

- 14 B. Eligible employees shall receive pay equal to their normal work shift at
15 their base rate in effect at the time the holiday occurs. Employees on
16 unpaid leave of absence shall not receive holiday pay for such holidays
17 that occur during such leave of absence.

- 18
19 C. No employee shall be required to work on the above-referenced
20 holidays.

21
22 SECTION 12 – TRANSPORTATION & EARLY CHILDHOOD LEARNING CENTER
23 PARAPROFESSIONALS

24
25 The following provisions will apply to Paraprofessionals working in the
26 Transportation department:

- 27
28 A. Annually, each employee will choose their morning and evening run by
29 selecting a route(s), based on the employee's seniority.
30
31 B. The assignment of mid-day runs will be offered on the basis of seniority.
32
33 C. After the initial assignment of runs, the employee will be guaranteed the
34 assigned number of hours through the end of the school year. Impact
35 Paraprofessionals will be guaranteed the assigned number of hours
36 through the end of the semester. Employees will meet with their
37 supervisor at the beginning of the year to determine work to be done if
38 bus runs are eliminated. This work will involve working with students and
39 may include assignments to a school building, provided the employee
40 meets current State requirements for working in a building. If an
41 employee is hired February 1 or after, they will be classified as an Impact
42 Paraprofessional.
43

- 1 D. Any Transportation Paraprofessional with one (1) hour or less between
2 any Preschool, Elementary or Secondary run will remain on the clock.
3 Transportation Paraprofessionals will be paid, via time slip, for pre-and
4 post-run activities when they perform them.
5
6 E. If an employee is hired at the first of the year or at any time during the
7 year to replace a Continuing employee who is resigning/retiring, they will
8 be a Continuing employee.
9
10 F. Opportunities to substitute on bus runs should be offered on a seniority
11 basis in the following order: first to permanent employees, then to
12 Impact Paraprofessionals, and then to substitutes.
13
14 G. Transportation Paraprofessionals are expected to check their District
15 email once per week.
16
17 H. Paraprofessionals employed in the Early Childhood Learning Center
18 (ECLC) will be assigned to alternate TSD programs when ECLC students
19 are not in attendance and other programs/schools are in attendance.
20

21 SECTION 13 - IMPACT PARAPROFESSIONALS

22

- 23 A. Sick leave shall accrue from the first day worked for the District each
24 school year.
25
26 B. Impact Paraprofessionals have a right to union membership after thirty
27 (30) consecutive days of work.
28
29 C. Impact Paraprofessionals who have worked for thirty (30) consecutive
30 days shall be paid for holidays that fall during the remainder of their work
31 year.
32
33 D. Impact Paraprofessionals who have worked for thirty (30) consecutive
34 days shall be granted leave for jury duty as defined in Article IV, Section
35 4 of this contract.
36
37 E. Hours worked by Impact Paraprofessionals hired after June 10, 1993, will
38 count toward seniority only for the purpose of re-hire into an open
39 Impact position.
40
41 F. Impact Paraprofessionals are excluded from any leave provisions or
42 monetary benefits except for placement on the salary schedule and the
43 leaves and monetary benefits enumerated above.

SECTION 14 – SCHOOL/WORKSITE CLOSURE

Whenever school is closed for the day, employees will not be required to be at work. Time lost due to school closure will be worked on the designated make-up day.

Whenever school starts late due to emergency conditions, employees will notify their supervisor that they may arrive late and take a salary deduction for the time missed, work their regularly scheduled time, or arrange with their supervisor to make up the time missed.

Whenever school closes early due to emergency conditions, employees, with the approval of their supervisor, may leave early and take a salary deduction for the time missed, work their regularly scheduled time, or arrange with their supervisor to make up the time missed.

SECTION 15 – AVAILABLE TECHNOLOGY

The District shall provide paraprofessionals in each building with daily access to adequate quantities of current computers, printers, and software necessary for e-mail communications and job-related assignments, with updates commensurate to other building staff. Such access shall be provided either in a space designated for private usage or in the employee's work area.

SECTION 16 – WORKING IN SMALL GROUPS

When the workload for a paraprofessional in the inclusion small group setting becomes unmanageable for the paraprofessional due to student behaviors, the workload shall be reviewed to ensure no more than three students who have behavior plans are included.

SECTION 17 COMMUNITY OUTREACH

When an employee's supervisor requests that the employee work at a school or District event outside of the employee's workday, the employee will be compensated at their regular hourly rate. This will apply to community events described as "volunteer" opportunities. This provision does not apply when an employee chooses to volunteer at an event but their supervisor has not requested nor assigned the work.

ARTICLE IV - LEAVES

SECTION 1 - SICK LEAVE

- A. Annually, at the beginning of each work year, all employees (except Impact Paraprofessionals) shall be credited with an allowance of twelve (12) days with full pay to be used for personal absence from work caused by the employee's illness, injury, emergencies and illness of an immediate family member (spouse, child, mother, father, sister, brother, grandchild or other household members). For the purpose of this section, an emergency is defined as a problem that has been suddenly precipitated or is unplanned, or where preplanning could not relieve the necessity for the employee's absence. For employees who begin employment after the start of the first contracted work day, sick leave shall be prorated as follows: the number of days an employee is contracted to work for the remainder of the year divided by the full contract days multiplied by twelve (12) days. Sick leave benefits shall be paid at the rate of pay the employee would have earned had they worked on the day leave was taken. If an employee uses front-loaded sick leave and then ends employment with the District without working enough days to earn that sick leave, the unearned sick leave will be deducted from the employee's final payment. If the final payment is not sufficient to cover the cost of the unearned sick leave, the employee will reimburse the District the full amount owing.
- B. All available annual paid and unpaid leave may be used by an employee in the case of childbirth by the spouse or partner of the employee.
- C. An employee who is unable to perform their duties because of personal illness, maternity or other disability may request leave of absence without pay, at the exhaustion of sick leave.
- D. An employee who is absent from work due to an injury covered by State Industrial Insurance may collect accrued sick leave for the days missed less the amount of any worker's compensation award made for disability due to said injury.
- E. Accumulated sick leave is transferable from one (1) school district to another or from one (1) agency to another as provided by state law.
- F. Cash Out - Consistent with RCW 28A.58.096, RCW 28A.58.098, and WAC 392-136, and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a

ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave.

At the time of separation from school district employment due to *retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations adopted now or as hereafter amended.

*For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teacher's Retirement System (TRS), Public Employees Retirement System (PERS) or School Employees Retirement System (SERS).

SECTION 2 - BEREAVEMENT LEAVE

Up to five (5) days per occurrence non-cumulative paid bereavement leave shall be granted for hospice or a death in the following: spouse, partner, child, step child, parent, step parent, sister, brother, parent-in-law, sister-in-law, brother-in-law, child-in-law, aunt, uncle, niece, nephew, grandparent, other household member or grandchild. Bereavement leave shall not be deducted from sick leave. Employees may choose to use up to five (5) days of bereavement for hospice care as well.

Paid bereavement leave for deaths other than those listed above shall be granted at the discretion of the Superintendent or their designee.

Employees seeking more than five (5) days may contact the Department of Human Resources to discuss additional options for leave.

SECTION 3 - PARENTAL LEAVE

1. Employees shall be eligible to use paid leave for pregnancy, adoption, placement of a foster-child, and for child-bonding. The employee may use any accrued sick, personal, PFML (if applicable), or shared leave.

2. Further, any employee eligible for parental leave (District "Leave of Absence Application" Appendix ?) shall be granted leave without pay for up to twelve (12) weeks from the date of birth of the child. This leave may, upon approval of the District, be extended for a period of up to one (1) year from the same date. Similarly, any employee eligible for parental leave for reasons of adoption or placement of a foster child shall be granted leave without pay for up to twelve (12) weeks to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving custody if necessary to fulfill requirements for adoption. This leave may also, upon approval of the District, be extended for a period of up to one (1) year from the date of de facto custody of the child. The employee shall notify the Human Resources Administrator in writing of the desire to take such leave and, except in case of emergency, shall give at least thirty (30) calendar days' notice prior to the date on which the leave is to begin.

SECTION 4 - JURY DUTY AND SUBPOENA LEAVE

Leave will be granted to employees who are called for jury duty in the appropriate courts of jurisdiction. Regular salary will be paid provided that fees, less mileage, meals and lodging reimbursement paid to the employee will be reimbursed to the District. Any employee subpoenaed by a court of competent jurisdiction to testify will also be covered by these provisions, unless the employee is the plaintiff or defendant in the proceedings.

SECTION 5 – FAMILY AND MEDICAL LEAVE ACT

Employees shall be entitled to utilize provisions of the Family and Medical Leave Act which the District shall administer in conformity with the law (employee must have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the start of the leave).

SECTION 6 – WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical leave under the Washington State Family and Medical leave and Insurance Act. To be eligible, employees must have worked a minimum of 820 hours within the previous calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The district shall use the state insurance as the carrier to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the district shall maintain health insurance benefits during the periods of approved leave.

Such leave shall be used consecutively with the employee's other leave entitlements, at the employee's election.

The twelve-week benefit period shall be defined as sixty (60) workdays. (note-exclusive of weekends, holidays and school breaks)

Employees may elect not to access leave entitlements (FMLA, PFMLA) beyond accumulated sick leave.

The District will notify all new employees about the premium and benefits available under PFML. The District will also notify employees who have a qualifying event and facilitate their claim to ESD, upon request.

When accessing PFML insurance, an employee may supplement from accumulated illness, injury and emergency leave an allowance up to the difference between the PFML benefit and the employee's regular compensation.

When an employee anticipates needing to utilize both PFML and sick leave, an employee shall have the option of using PFML prior to utilizing sick leave. An employee cannot be compelled to exhaust or use sick leave prior to accessing PFML.

SECTION 7 - ASSOCIATION LEAVE

The District shall grant the President or designee(s) Association leave with pay to attend meetings, conferences, etc., of the local, state and national Association not to exceed thirty (30) days per year. The Association shall determine which employee(s) are authorized to use Association leave. The Association shall reimburse the District for the salary of the released employee's substitute.

SECTION 8 -PERSONAL LEAVE

Personal leave will be granted to each employee for up to two (2) days annually at the employee's regular rate of pay, for use in situations which require absence during work hours. Such leave shall be cumulative to six (6) days and shall be nontransferable. However, not more than two (2) days may be taken consecutively and no more than two (2) employees may be absent from any one work site on any day, under such leave, unless the work site supervisor approves. Such leave may be utilized in one-half (½) day increments. This leave will not be granted the first five (5) or last ten (10) work days of the school year, unless the work site supervisor approves. Advance notice is not required when an employee is prevented from reporting to their building by a situation which is serious, unavoidable, or of major importance involving

1 potential hazard, provided that the employee informs their supervisor as rapidly
2 as possible of the employee's inability to report on time.

3
4 Employees, at their option, will be able to cash out accumulated leave at the
5 employee's regular rate of pay for up to two (2) leave days annually. Such
6 requests shall be made in writing to the appropriate Payroll representative by
7 the last work day of each school year, payable in the July paycheck.

8 9 SECTION 9 – LONGEVITY LEAVE

- 10
11 • Each employee who has worked for five (5) years in the District shall
12 receive one additional (1) non-accumulative and non-transferable leave
13 day per year.
- 14 • Each employee who has worked for ten (10) years in the District shall
15 receive two additional (2) non-accumulative and non-transferable leave
16 days per year.
- 17 • Each employee who has worked for fifteen (15) years in the District shall
18 receive three (3) non-accumulative and non-transferable leave days per
19 year.
- 20 • Each employee who has worked for twenty (20) years in the District shall
21 receive four (4) additional non-accumulative and non-transferable leave
22 days per year.

23 The leave day shall be scheduled at the employee's discretion and is subject to
24 limitations regarding the first five (5) and final ten (10) working days of the school
25 year. No more than two (2) employees may be absent from any one work site
26 on any day, under such leave, unless the work site supervisor approves. Such
27 leave may be utilized in one-half (½) day increments.

28
29 Employees, at their option, will be able to cash out longevity leave annually at
30 the employee's regular rate of pay for up to two (2) longevity leave days
31 annually. Such requests shall be made in writing to appropriate Payroll
32 representative by the last work day of each school year, payable in the July
33 paycheck.

34 35 SECTION 10 – WORKPLACE INJURY LEAVE

36 To be eligible to receive workplace injury leave under this Section 10, the
37 employee may apply in writing to the District designated Human Resources
38 Department official after an on the job injury caused by a student. In
39 determining whether the employee is eligible, the District shall consider factors,
40 including the following: (1) whether the employee's regular assignment created
41 a foreseeable and significant risk of workplace injury from the student who
42 caused the injury; (2) the student who caused the injury had a documented

history, if available, as shown by the District's student records at the time of the injury, of school behaviors that posed foreseeable and significant risks of injury to employees; (3) the student had in place or the District was developing a behavior intervention or other plans to address such risks of harm; (4) the employee was not at fault for the occurrence of the injury, e.g. employee fault existed because the employee unreasonably failed to follow the student's behavior plan, prior training, or instructions regarding how to respond to the student's behavior during the incident, etc.; and (5) the injured employee's claim has been found eligible for benefits for the injury under the District's workers' compensation program. All factors must be considered.

The employee's immediate supervisor and a designated Human Resources Department official will determine eligibility. If the leave is denied, a Union Representative will be given the opportunity to review and advocate prior to employee notification. An employee may grieve denial of eligibility for workplace injury leave, but the standard of review for denial in any grievance or arbitration proceeding shall be whether the employee can show that the District's decision was an abuse of discretion under the eligibility standards.

If determined to be eligible, an employee is not required to use or exhaust their sick leave balance before accessing injured worker leave, but the amount of injured worker leave used, when combined with paid workers compensation time loss and/or any sick leave received for the same period of days or time, cannot exceed the employee's regular rate of compensation.

An employee may receive injured worker leave for the length of work time lost due to the specific injury or ten regularly scheduled work days, whichever is less, for the incident that made them eligible. The leave may also be used continuously or intermittently under standards otherwise applicable to Family Medical Leave Act leave. Injured worker leave will also apply toward accrual of benefits in the same manner as sick or other paid leave; provided injured worker leave may not be cashed out and may only be used for the specific injury that created eligibility. An employee may have multiple eligible leave accruals based on different injuries.

SECTION 11 - OTHER LEAVES

Absences for reasons other than stated in the above leave section shall be allowable only at the sole discretion of the Board. The employee shall notify Human Resources by April 30 of their intent to return to work for the following school year or to resign their employment with the District. The District shall advise the employee of this obligation at the time that leave is granted and shall mail a staffing notice to the employee prior to April 30th.

1 SECTION 12 – RETURN FROM LEAVE OF ABSENCE

2
3 Employees returning from leaves of absence shall be assigned back to the same
4 or similar position. A similar position will have comparable tasks and
5 requirements.

6
7 SECTION 13 - SUBSTITUTES

8
9 Employees shall report their absence in the District designated program. When
10 substitutes are not available, a supervisor may work with the paraprofessional to
11 identify if there is a mutually agreeable alternative; however, the lack of
12 substitutes shall not impede an employee's ability and right to access
13 applicable paid leave.

14
15 Section 14 – SHARED OR DONATED LEAVE

16
17 1. An employee may receive and utilize shared leave consistent with RCW
18 41.04.665.

19
20 2. A district employee is eligible to receive donated leave if:

21
22 a. The staff member is entitled to use and accrue annual and/or sick
23 leave;

24
25 b. The staff member suffers from, or has a relative or household member
26 suffering from, an extraordinary or severe illness, injury, impairment or
27 physical or mental condition which has caused or is likely to cause, the
28 staff member to:

29
30 (i) Go on leave without pay status; or

31 (ii) Terminate his/her employment;

32
33 c. The staff member's absence and the use of shared leave are justified by
34 documentation;

35
36 d. The staff member has depleted his/her annual leave and sick leave
37 reserves;

38
39 e. The staff member has abided by District rules regarding annual and/or
40 sick leave use; and

41
42 f. The staff member has diligently pursued and been found to be ineligible
43 to receive industrial insurance benefits.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION OF GRIEVANCE

A grievance is defined as an alleged violation of a specific section of this Agreement.

SECTION 2 - DEFINITION OF GRIEVANT

A grievant is defined as an employee, a group of employees or the Association with a grievance.

SECTION 3 - CONTENTS OF THE GRIEVANCE

During each step where a grievance is reduced to writing the written statement shall clearly specify:

- A. The specific Agreement section allegedly violated;
- B. When this alleged violation occurred;
- C. The name of the aggrieved person and the manner in which the employee has been injured;
- D. In what way there has been violation, misinterpretation or misapplication of the Agreement;
- E. The remedy sought; and
- F. The results of the previous step in the grievance procedure and why such results were unsatisfactory.

SECTION 4 - DAYS

Days shall mean days on which the District is open for business, except as specified herein.

SECTION 5 - ALTERNATE PROCEDURES FOR SPECIAL SITUATIONS

If, in the judgment of the Association, a grievance affects the Association or employees at more than one building level, the Association may initiate and submit such grievance in writing to the Superintendent or their designated representative directly, and the processing of such grievance shall be commenced at Step 2.

1 SECTION 6 - REQUIRED FILING PROCEDURE

2
3 Standard forms (see Appendix) shall be used for the filing of grievances and
4 reporting the findings of investigations.

5
6 SECTION 7 - COOPERATION

7
8 The administration and the employee(s) will cooperate with each other in the
9 investigation of any grievance, and further, will furnish such reasonable
10 information related to the grievance as is requested for the processing of any
11 grievance.

12
13 SECTION 8 - PROCEDURES

- 14
15 A. A grievance must be commenced at Step One within fifteen (15) days
16 of the knowledge of the act or condition which is the basis of the
17 grievance. Grievance claims shall be processed as rapidly as possible
18 and the time limits provided shall be strictly observed.

19
20 As it is most desirable for an employee and the immediate administrative
21 supervisor to resolve problems through free and informal
22 communication, the employee and supervisor shall attempt to do so.

23
24 However, should such informal process fail to satisfy the claimant, then a
25 grievance may be processed through the succeeding steps.

- 26
27 B. Step One- If, after an informal attempt to resolve the grievance has
28 failed and the grievant feels such would be justified, a formal written
29 grievance may be filed with the administrative supervisor. Such a filing
30 must be made within ten (10) days after the informal meeting outlined in
31 Section A. Copies will be transmitted to the Superintendent or official
32 designee. A hearing, to be conducted within five (5) days after receipt
33 of the grievance, will be scheduled by the grievant and the supervisor.
34 Either one or both parties may request assistance from other staff
35 members in resolution of the grievance. Within five (5) days after the
36 Step One hearing, the supervisor shall provide the grievant and the
37 Superintendent or official designee with a written answer to the
38 grievance.

- 39
40 C. Step Two- If the grievance is not resolved at Step One, the grievant may
41 appeal the grievance to the Superintendent or official designee within
42 six (6) days after receipt of the Step One answer. A Step Two hearing
43 shall be held within ten (10) days of receipt of the Step One appeal.
44 Each party shall have the right to include such witnesses as it deems

necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or official designee will provide, within five (5) days, the written decision to the grievant.

- D. Step Three- If the grievance has not been adjusted to the satisfaction of the grievant at Step Two within the specified time, the grievance may be submitted by the Association within fifteen (15) working days to final and binding arbitration. Such arbitration shall be conducted by an arbitrator from the Federal Mediation and Conciliation Service or the American Arbitration Association, as agreed upon by the parties. Absent mutual agreement of the parties, the arbitrator shall be chosen from the list provided by the American Arbitration Association.

SECTION 9 - JURISDICTION OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

SECTION 10 - ARBITRATION PROCEDURE

- A. The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision
- B. A stenographic record of the hearing shall be arranged for upon the request of either party. The requesting party shall pay the cost of such unless the parties agree to share the cost equally.
- C. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

SECTION 11 - TIMELINES

Failure to file grievances or to move them to the next step within the timelines indicated shall cause grievances to be null and void. Failure by the District to respond in a timely manner as stated herein automatically moves the grievance to the next step.

SECTION 12 - GRIEVANCE REQUIREMENTS

- A. A grievant may be represented at all stages of the grievance procedure by himself/herself or, at their option, by an Association representative selected by the Association. If an aggrieved party is not represented by

1 the Association, the Association shall have the right to be present and to
2 state its views at all stages of the grievance procedure.

3
4 B. All documents, communications and records dealing with any
5 grievance shall be handled in a confidential way and filed separately
6 from the personnel files of the participants; provided that in the event
7 the decision should result in information relevant to the employee's
8 misconduct or inadequate performance, a copy of the decision may be
9 placed in the employee's file.

10
11 C. No reprisals of any kind will be taken by the Board or the school
12 administration against any employee filing a grievance.

13
14 No reprisals of any kind shall be taken by the employee or the
15 Association as the result of information presented by the Board or the
16 school administration during the course of the grievance.

1 **ARTICLE VI - SALARIES AND BENEFITS**

2
3 SECTION 1 - SALARIES AND SALARY PLACEMENT

4 Salaries for employees subject to this Agreement are contained in Appendix A.
5 Increment steps shall take effect on the first day of each work year. An
6 employee shall receive increment credit advancement when employed ninety
7 (90) or more days of the previous work year. Substitute experience of 90 days or
8 more in any school year shall count toward salary placement when an
9 employee is hired as a Continuing, 1 Year Only, Temporary, or Impact
10 Paraprofessional. Employees' annual salaries shall be paid in twelve (12) monthly
11 payments. A day is defined as any day in which an employee reports for work.

12 A. Increases for each of two years as shown below (in addition to the
13 state's annual inflationary adjustment currently based on the state
14 implicit price deflator (IPD) per Article VI, Section 1, G) applied as an
15 equal percentage salary increase to all cells of the salary schedule in
16 Appendix A.

- 17 • 2023-2024: IPD + 2%
18 • 2024-2025: IPD + 2%

19
20 Pay differential for an employee assigned as a one-on-one, self-contained or
21 working in the pre-school program: One (\$1.00) additional dollar an hour.

22 Additionally, each cell of the salary schedule shall increase by \$0.50. This shall be
23 applied after the application of IPD and prior to the increase of two percent
24 (2%).

25 B. Salaries shall be paid on the last work day of each month, excluding
26 Saturday, Sunday or legal holiday. All employees scheduled to work less
27 than sixty (60) days during the school year, regardless of scheduled
28 hours, shall be paid on a monthly basis as reported on time slips. Salaries
29 shall be paid as submitted by the employee and verified by the
30 supervisor within District approved procedures and timelines.

31
32 C. Salaries contained in Appendix A shall be for the entire term designated
33 on Appendix A. Should the date of execution of this Agreement be
34 subsequent to the effective date, salaries, including overtime, shall be
35 retroactive to the effective date.

36
37 D. Retroactive pay, where applicable, shall be paid on the first regular pay
38 day following execution of the Agreement, if possible, and in any case
39 not later than the second pay day.

- 1 E. Direct deposit of an employee's monthly wage/salary may be made to
2 participating banks, credit unions, or other similar institutions, provided
3 the employee completes required paperwork within designated
4 timelines. Deductions will be made from employee's monthly
5 wage/salary for optional salary insurance purposes, provided the
6 employee completes required paperwork within designated timelines.
7 All compensation owed to an employee leaving the District shall be
8 paid on the next regular payday.
9
- 10 F. The District shall report all hours that an employee has worked in all
11 capacities in the District to be counted toward retirement, subject to the
12 rules and regulations of the Public Employees Retirement System.
13
- 14 G. Salary increases for each year of this Agreement will be the State flow
15 through dollars allocated for each year plus any additional amount that
16 is negotiated by the parties, applied to Appendix A.
17
- 18 H. The District shall reimburse employees for the cost of all fees, certificates,
19 health tests, and in-service expenses that are necessary for the employee
20 to retain their position as required by the District.
21

22 SECTION 2 - INSURANCE BENEFITS

23 **School Employees Benefit Board (SEBB) Program:**

24
25
26 The District shall pay the full portion of the employer contribution to the School
27 Employees Benefit Board (SEBB) for insurance program as adopted in the School
28 Employees Health Care Coalition agreement for all employees who meet the
29 eligibility requirements outlined below. The employer contribution will be equal
30 to the state funded allocation rate and will be paid throughout the school year. For
31 purposes of benefits provided under the SEBB, school year shall mean
32 September through August.
33

34 SEBB will implement the School Employees Health Care Coalition agreement
35 when establishing the employee rates which will be paid to the Health Care
36 Authority (HCA) through payroll deduction for the month in which the employee
37 receive benefits.
38

39 Benefits provided by the SEBB will include but not be limited to:

- 40 • Basic Life and accidental death and dismemberment insurance (AD&D)
- 41 • Basic Long-term Disability
- 42 • Vision

- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.).

Dependent Coverage for the Purpose of SEBB:

For the purpose of SEBB dependents are defined as: Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

Eligibility:

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Program may continue to receive the employer contribution toward school employees benefits board (SEBB) insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

1 For an employee on leave without pay who is no longer anticipated to meet the
2 eligibility standard for employer paid insurance benefits by the end of the school
3 year, the employee will have the option of self-paying the premium to HCA.
4

5 **Benefit Enrollment/Start:**

6

7 Benefit coverage for new employees will begin the first day of the month
8 following the first day of work when it is expected that the employee will work
9 630 hours, except during the month of September when the employee's benefit
10 coverage will begin in September if the employee is expected to work 630 hours
11 or more during the school year and that employee begins on or before the first
12 day of school in September.
13

14 Should an employee who previously was not expected to be eligible for benefits
15 under SEBB work 630 hours in one year, the employee will become eligible for
16 benefits to begin the month after attaining 630 hours. Should the employee
17 meet the 630-hour eligibility mid-year for two consecutive year, the employee
18 will be anticipated to work 630 hours going forward and therefore be eligible for
19 benefits under SEBB.
20

21 **Continuity of Coverage:**

22

23 When a new employee to the district was previously employed by a SEBB
24 employer and was eligible for SEBB coverage, that employee will have
25 uninterrupted benefit coverage if they are anticipated to work 630 hours or
26 more in the school year. If an employee was not anticipated to work 630 hours
27 in a school year but meets that eligibility criteria during the school year, the
28 employee will become eligible for SEBB benefits and will begin coverage in the
29 month following this establishment of eligibility.
30

31 Any Employee terminating employment shall be entitled to continue receiving
32 the District insurance contribution for the remainder of the calendar month in
33 which the contribution is effective. In cases where separation occurs after
34 completion of full contract obligation (i.e. the end of the student school year in
35 June) resignations will not be effective and benefit coverage will continue until
36 August 31.
37
38

1 **ARTICLE VII - RIGHTS OF THE EMPLOYER (MANAGEMENT RIGHTS)**

2
3 It is agreed that the customary and usual rights, powers, functions, and authority
4 of management are vested in the Board and management officials of the
5 District.

6
7 Included but not limited to these rights, in accordance with and subject to
8 applicable laws, regulations and the provisions of this Agreement, are to direct
9 the work force, the right to hire, promote, retain, transfer, and assign employees
10 in positions: the right to suspend, discharge, demote, or take other disciplinary
11 action against employees; and the right to release employees from duties
12 because of lack of work or for other legitimate reasons. The District shall retain
13 the right to maintain efficiency of the District operation by determining the
14 methods, the means, and the personnel by which operations undertaken by the
15 employees in the unit are to be conducted.

16
17 **ARTICLE VIII - CONFERENCE COMMITTEE**

18
19 The Association and District shall meet bi-monthly, or upon request of either
20 party unless mutually agreed upon not to meet, to discuss matters of mutual
21 concern. The meetings shall be jointly scheduled. When a special meeting is
22 requested, it shall be scheduled as soon as practical. The Association shall
23 appoint one member from the bargaining unit from each building/worksites, the
24 Association President, and the UniServ representative to serve on this committee.

25
26 **ARTICLE IX - MENTOR PROGRAM**

27
28 The District will provide funds for a Mentor Program for employees. Any new
29 employee, current employee whose job is changing, or any employee whose
30 administrator refers them for assistance can apply to access the funds. (See
31 Appendix)

32
33 A team consisting of one (1) District staff and one (1) TAP employee will process
34 applications.

35
36 The fund will be no less than five hundred dollars (\$500.00) per year.

37
38 Any employee who applies for mentorship will be notified within ten (10) working
39 days as to whether or not they are to receive this assistance.

ARTICLE X - PROFESSIONAL ISSUES

SECTION 1 - PROFESSIONAL REIMBURSEMENT

The District will provide professional reimbursement. To qualify, an employee must apply for and receive District Office approval before any course work is begun. To be considered for approval, the proposed course work must enhance the paraprofessional's growth, relate to an educational setting, and be consistent with the District's strategic plan. Employees must complete the approved course work on their own time.

Prior to taking a class for reimbursement, a Course Approval Form must be completed and approval received. In order to receive reimbursement from the pool, the employee's receipt and proof of a passing grade will be required.

The District will provide an annual pool of \$7,000.00 to be used for tuition, registration, class-related materials and other professional activities as determined by the Article 8 group. Employees within the bargaining unit will have equal access to pooled dollars as follows:

1. If total requests for tuition/registration reimbursement are greater than the amount in the pool, then only a percentage of each request will be reimbursed.
2. If total requests for tuition/registration reimbursement are less than the amount in the pool, remaining funds will be used for class-related materials (i.e. textbooks, software, etc.) on a percentage basis, determined in May by Article 8.
3. The pool will be divided into two equal halves. One half will be available to reimburse classes completed between April and September of that calendar year and paid in November; the other half will be available to reimburse classes taken between October and March of that school year and paid in May. Funds not fully expended in November will carry over to the pool for May.
 - A. Prior to beginning coursework, Admin and HR approval is required.
 - B. For reimbursement, documentation must be submitted to HR no later than the last business day in October and April, for respective reimbursement the following month.

4. The funds will be dispersed at a maximum of \$350 per employee. If funds remain after the pool is paid in April, the district will review all Credit Reimbursement Applications for that school year and disperse the remaining funds in May on a percentage basis to any applicants who were not fully reimbursed for their expenses up to the \$700 maximum (described below).

The funds will be dispersed at a maximum of \$350 per employee per half. No more than \$700 per employee per school year. If funds remain after the pool is paid in April, the district will review all Credit Reimbursement Applications for that school year and disperse the remaining funds in May on a percentage basis to any applicants who were not fully reimbursed for their expenses up to the \$700 maximum.

The April and May payments will be combined into one payment which will occur in the month of May. The District will advise Article 8 of pending requests and usage of funds to in the month of April so that they can direct the payment of leftover funds, in the event reimbursement will exceed the \$700 per year, per employee cap.

5. If funds remain after all requests have been reimbursed in May, the Article 8 group shall meet to determine how the balance will be used.

TAP Article 8 Representatives elected to use remaining Professional Reimbursement monies to fund Fundamental Course of Study (FCS) training costs.

SECTION 2 - SITE BASED PLANNING DOLLARS

Each site will receive funds for Paraprofessional participation in site-based planning activities. Dollars will be allocated annually to each site based on the following formula:

The number of Paraprofessional hours at a site per year as of October 15 multiplied by 2.5 (5 half days). This formula will be calculated based on the average of all continuing paraprofessional wages, including paraprofessionals serving in the Health Room.

Use of these funds shall be mutually determined by Paraprofessionals and their worksite association representative (TAP Building Rep), and the building administrator. If a worksite lacks an association representative, then the determination will be made by the association's executive board in conjunction with the building administrator. These funds shall be used, but not limited to, professional development, collaboration, technology, staff meetings/retreats

and shall not be used for extending of contracted work, substitutes, creation of position(s) or program(s) by administration.

Unused SBPD funds shall be carried over into an Article 8 Group pool. Use of these funds will be mutually agreed upon by the Article 8 group and may include, but not be limited to:

1. professional training including staff time and/or training costs
2. release time for conferences/training
3. building expenditures above SBPD allocations

These funds shall be made available to the Article 8 Group no later than December 1st of each school year.

In the event that a need arises for the use of these funds between Article 8 meetings, at the request of either party, a committee comprised of District representatives and up to two representatives appointed by the TAP president(s) shall meet to discuss the possible disbursement of said funds.

SECTION 3 - PROFESSIONAL GROWTH DAY

The District will provide each employee with two (2) optional professional growth day each year. The day will be available for participation in professional activities as determined by the employee and the employee's supervisor. The day will be equal to the number of hours in the employee's regular work day and may be used in increments of one (1) hour.

SECTION 4 - TUMWATER U

The District shall provide an annual pool of \$10,000 for the sole purpose of Tumwater U training for paraprofessionals.

The District shall provide four (4) hours of training specifically addressing paraprofessional professional job duties. These training will be determined by the District in collaboration with the Association and the district prior to Tumwater U.

SECTION 5 - TRAINING/INSERVICE

Any hours of training, in-service or college courses required by the District will be paid at the employee's regular hourly rate of pay or at the overtime rate, if applicable, for all hours in attendance including travel time, if the employee is required to travel outside the District. Expenses (travel, food, lodging) incurred, fees and tuition will be paid by the District. Training required by the District as a

1 result of a disciplinary issue will be paid by the District, however, the District's
2 responsibility is limited to a one-time payment per individual.

3 4 MILEAGE

5 Employees who are required to use their cars for District business (banking,
6 obtaining supplies, transporting sick students, performing assigned duties
7 between one District building site and another) shall record the mileage thus
8 expended and submit an expense claim at the end of each month. Mileage
9 shall be reimbursed at the state rate.

10 11 FUNDAMENTAL COURSE OF STUDY AND GENERAL PARAPROFESSIONAL CERT.

12 Staff will be paid their regular hourly rate of pay for attending district-required
13 training on Fundamental Course of Study/General Paraprofessional Certificate.
14 Any required training time that extends beyond 40 hours per week will be extra
15 pay at their hourly rate, including the overtime rate if it applies. Once the
16 training is complete, costs of training have been paid to providers, and all
17 remaining funds are received and verified, the District will meet with the
18 Association to discuss the distribution of the funds that shall be distributed evenly
19 to those who received the 14 hours of training.

20
21 Failure to complete mandatory training by designated deadlines/timelines may
22 result in an employee's loss of compensation for such training and may place
23 their employment at risk.

24
25 The District shall offer annual Right Response training and re-certification as
26 required for all positions at no cost to all paraprofessionals.

27
28 Annually, the District shall offer first aid/CPR training at no cost to
29 paraprofessionals with duties on the playground of one half (1/2) hour or more
30 per day, health room duties, and special education/program duties that require
31 the training. Such training shall take place during the regularly scheduled
32 workday and may consist of on-line training at the District's discretion. Other TAP
33 employees will be given the first opportunity to fill excess slots in said training or in
34 first aid/CPR training offered to other District employee groups at no cost.

35
36 Paraprofessionals shall not be regularly scheduled to supervise students during
37 ACT.

38 39 SECTION 6 - SITE TEAM

40
41 Each site will be provided funds to have one TAP employee attend a minimum
42 of nine (9) site team meetings throughout the school year. TAP employees
43 attending site team meetings will be compensated at fifty dollars (\$50) an hour.

1 The employee will fill out a monthly time slip or sign a classified roster in order to
2 receive payment for attending a site meeting. If administration cancels the
3 meeting, it will be rescheduled in a timely manner or the employee will be
4 offered site team work in lieu of the meeting outside of the employee's regularly
5 scheduled work hours. Each TAP member will be offered at least twenty hours of
6 site meetings or related work, resulting in payment up to one thousand dollars
7 (\$1,000) for the school year.

8
9 Term limits for paraprofessional site team members shall be limited to two (2)
10 years when there are other interested site team participants.

11 SECTION 7 – COMMITTEE REPRESENTATION

13
14 The Association shall have the right to designate a representative(s) to all major
15 District committees annually. It shall also have the right to annual site member
16 representation on all building committees.

17
18 The Association shall have the right of site member representation on any
19 committee hiring a new, permanent member at that site.
20

1 **ARTICLE XI - DURATION**

2
3 This Agreement shall be effective September 1, 2023 and shall be continued in
4 effect until the 31st day of August, 2025. This Agreement shall be reopened for
5 the purpose of negotiating a successor contract at least thirty (30) days prior to
6 August 31, 2023, or for legislatively mandated items.

7
8 This Agreement shall be opened at the request of either party for the purpose of
9 negotiating legislative impacts on the collective Bargaining Agreement.

10
11 Additionally, the contract may be reopened at any time if mutually agreed by
12 both parties.

13
14
15
16 Tumwater Association of Paraprofessionals
17 For the Association:

Tumwater School District
For the District:

18
19
20 Jennifer Monson

21
22
23
24
25 Megan Ready

26 K. Bay

27
28
29
30 Date: 10/05/2023

31 Date: 10/05/2023

APPENDIX A - SALARY SCHEDULE

TUMWATER PARAPROFESSIONALS

For the 2023-2024 school year, the TAP salary schedule shall be as follows:

Step	Paraprofessional	Para w/\$1.00 pay differential for 1:1, PreK and self-contained
Step 1 (year 1)	\$23.25 per hour	\$24.25 per hour
Step 2 (year 2)	\$23.84 per hour	\$24.84 per hour
Step 3 (years 3 and 4)	\$25.63 per hour	\$26.63 per hour
Step 4 (years 5-9)	\$26.57 per hour	\$27.57 per hour
Step 5 (years 10-14)	\$27.55 per hour	\$28.55 per hour
Step 6 (years 15-19)	\$28.05 per hour	\$29.05 per hour
Step 7 (years 20+)	\$28.56 per hour	\$29.56 per hour

ADDITIONAL STACKABLE COMPENSATION:

1. Fundamental Course of Study: upon verified completion of the Fundamental Course of Study, Paraprofessionals will receive an additional \$.25 per hour*
2. General Paraprofessional Certificate: upon verified completion of the General Paraprofessional Certificate, Paraprofessionals will receive an additional \$1.00 per hour*
3. Paraprofessional Advanced Certificate: upon verified completion of the Paraprofessional Advanced Certificate, Paraprofessionals will receive an additional \$1.00 per hour*
4. Additional Paraprofessional Certificates: upon verified completion of additional Paraprofessional Certificates, Paraprofessionals will receive an additional \$.25 per hour*

**Documentation for additional stackable compensation must be submitted to the Department of Human Resources by October 1 or February 1, or May 1 to apply to the next pay period.*

1 **APPENDIX B - GRIEVANCE FORMS**

2
3 **TUMWATER SCHOOL DISTRICT NO. 33**

4
5 **Form I (A)**

6
7
8 COMPLAINT BY THE AGGRIEVED

(to be used after informal discussions with
the immediate supervisor)

9
10
11 Type or Print:

12
13 Aggrieved Date of Formal
14 Person _____ Presentation _____

15
16 Building Name _____ Building Telephone _____

17
18 Immediate Supervisor _____

19
20 Years in Subject Area
21 School System _____ or Grade _____

22
23 Name of Association
24 Representative _____

25
26
27 Statement of Grievance:

28
29
30
31
32
33
34
35
36 Action Requested:

37
38
39
40
41
42
43
44
45
46
47

Signature of Aggrieved

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form I (B)**

4
5 DECISION OF SCHOOL PRINCIPAL, OR IMMEDIATE SUPERVISOR

6 (To be completed by school principal or immediate supervisor within 4 days after
7 receipt of the grievance)

8
9
10 Aggrieved Date of Formal
11 Person _____ Presentation _____

12
13 Building/ School Principal/
14 School _____ Immediate Supervisor _____

15
16 Decision of School Principal or Immediate Supervisor and Reasons Therefore:

17
18
19
20
21
22
23
24
25
26
27 Date of
28 Decision _____
29 Signature of School Principal/Immediate Supervisor

30
31 **AGGRIEVED PERSON'S RESPONSE:**

32 (To be completed within 5 days after receipt of decision)

33
34 _____ I accept the above decision.

35
36 _____ I hereby refer the above decision to the Superintendent for review.

37
38 Date of
39 Response _____
40 Signature of Aggrieved

41
42 Date of return to Building Principal and/or transmittal to Superintendent

43
44 _____ (To be transmitted within 5 days from
45 date of response)

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form II**

4
5 DECISION OF SUPERINTENDENT/DESIGNEE

6 (To be completed by Superintendent within 5 days after receipt of the grievance)

7
8
9 Aggrieved Person _____ Date of Formal Presentation _____

10
11
12 Date Appeal is Received by Superintendent _____ Date of Hearing Held by Superintendent _____

13
14
15 Decision of Superintendent and Reasons Therefore:

16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____

29
30
31 Date of Decision _____ Signature of Superintendent/Designee

32
33 Aggrieved Person's Response: (To be completed by aggrieved within 5 days after receipt of decision)

34
35
36 _____ I accept the above decision by the Superintendent.

37
38 _____ I hereby refer the above decision to the School Board.

39
40 Date of Response _____
41
42 _____ Signature of Aggrieved
43

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form III**

4
5 DECISION BY SCHOOL BOARD OF DIRECTORS

6 (To be completed by the Board of Directors within 5 days after receipt of the
7 grievance)

8
9
10 Aggrieved Date of Formal
11 Person _____ Presentation _____

12
13 Date Appeal is Date of Hearing
14 Received by Held by
15 the Board _____ the Board _____

16
17 Decision of the Board and Reasons Therefore:

18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30
31
32
33 Date of
34 Decision _____
35 _____ Signature of Board Chairperson

36
37 Aggrieved Person's Response: (To be completed by aggrieved within 5 days after
38 receipt of decision)

39
40 _____ I accept the above decision by the Board of Directors.

41
42 _____ I hereby submit this grievance to arbitration.

43
44 Date of
45 Response _____
46 _____ Signature of Aggrieved

1 **TUMWATER ASSOCIATION OF PARAPROFESSIONALS**

2
3 **Appendix B (continued) Form IV**

4
5 DETERMINATION REGARDING ARBITRATION

6
7 Aggrieved Date of Formal
8 Person _____ Presentation _____

9
10 Date Request
11 Association Received for
12 President _____ Arbitration _____

13
14 DETERMINATION BY ASSOCIATION

15
16 _____ The Association, through its designated bodies, has determined that
17 this grievance is not meritorious and/or that submitting it to
18 arbitration is not in the best interests of the school system.

19
20 _____ The Association, through its designated bodies, has determined that
21 this grievance is meritorious and that submitting it to arbitration is in
22 the best interests of the school system. The grievance therefore is
23 hereby submitted for arbitration.

24
25 Date of
26 Determination _____
27 Signature of Association President

28
29 SELECTION OF THE ARBITRATOR: (To be completed by the Superintendent and
30 the Association President within 10 days after the request for arbitration)

31
32 The parties have agreed upon and selected _____
33 _____ as arbitrator to whom (Name of Arbitrator) the appended grievance is
34 hereby submitted.

35
36 Date of
37 Designation _____
38 _____
39 Signature of Superintendent

40
41 _____ Signature of Association President
42

APPENDIX C

TUMWATER SCHOOL DISTRICT NO. 33
Human Resources Department

TAP/EMPLOYEE EVALUATION

Employee Name _____ Date _____

Position: Paraprofessional School _____

Evaluation Period _____ Annual _____

Main Job Responsibilities: _____

This evaluation is to be done by the building administrator in collaboration with the employee's immediate supervisors, in accordance with Article III, Section 8, A.

Meets District/Building Requirements – Conduct which promotes successful performances.

Needs Improvement – Conduct demonstrates improvement is needed in order to meet district/building requirements.

Does Not Meet District/Building Requirements – Conduct continues to interfere seriously with job performance.

Adaptability: Ability to change, cooperate in varying capacities, flexible, adjust quickly.	1	2	3
Cooperation: Cooperative and gets along well with others.	1	2	3
Dependability: Works well, minimal to no supervision.	1	2	3
Human Relations: Sensitivity to individual differences, e.g., cultural, ethnic, socioeconomic, gender, handicap.	1	2	3
Initiative & Decision Making: Resourceful, ability to assess problems, determine priorities and reach solutions.	1	2	3
Job Knowledge: Possesses information & understanding of responsibility.	1	2	3
Job Performance: Work produced is consistent with job expectations.	1	2	3
Punctuality & Attendance: Infrequently absent or late.	1	2	3
Communication: Ability to exchange information appropriately.	1	2	3
Professional Appearance: Cleanliness, neatness and appropriateness of dress for the job.	1	2	3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Statement of Overall Performance and Recommendations:

Areas of Strength: _____

Areas needing improvement: (Identify areas of performance for which improvement is needed in order to meet district/building requirements.)

Job related goals for next year: (To be written in cooperation by building administrator and employee during the evaluation conference.)

Training (taken this year): _____

Training (desired/required): _____

Employee comments: _____

I have read and had an opportunity to discuss this evaluation of my work with my building administrator. I realize that my signature on this form does not mean that I agree with this evaluation. I understand that I have the right to attach a statement. A copy of this report has been given to me.

Optional self-evaluation attached _____

Evaluators: _____

Building Administrator

Date

Employee

Date

1 **APPENDIX D – Union Access to New Employees**
2
3

4 **In accordance with RCW 41.56.037, Article I, 5 Section 3, A:**
5

- 6 A. No employee may be mandated to attend the meetings or presentations
7 by the Union.
8
9 B. "Reasonable access" for the purposes of this section means: The access to
10 the new employee occurs within ninety days of the employee's start date
11 within the bargaining unit;
12
13 C. The access is for no less than thirty minutes; and
14
15 D. The access occurs during the new employee's regular work hours at the
16 employee's regular worksite, or at a location mutually agreed to by the
17 District and the Union.
18
19 E. Nothing in this section prohibits the District from agreeing to longer or more
20 frequent new employee access, but in no case, may the District agree to
21 less access than required by this section.
22
23
24

APPENDIX E – SEVEN TESTS OF JUST CAUSE

1. Was the employee adequately warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operation?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders and penalties applied evenhandedly and without discrimination?
7. Was the penalty related to the seriousness of the offense and the past record?

Tumwater School District Classified Mentee Request Form



Name: _____ Date: _____

Position: _____ Location: _____

State the specific area(s) you are needing assistance in:

Specify a plan for addressing these needs and the number of training hours requested:

Your signature & date _____

Building administrator's signature & date _____

☐ Denied ☐ Approved HR Administrator's signature & date _____

☐ Denied ☐ Approved Association's signature & date _____

Number of training hours approved _____

Name of mentor assigned _____

Tumwater School District

Classified Mentor Application Form



Name: _____ Date: _____

Position: _____ Location: _____

Please state your reason for wanting to be a mentor. (Include, but do not limit to, experience, special skills, previous positions, background, etc.)

Levels of Interest (please check):

- ☐ Elementary
- ☐ Middle School
- ☐ High School
- ☐ Transportation
- ☐ Pre-school
- ☐ Skills Center
- ☐ TWEC Center

Would you be willing to help in areas other than the classroom?

- ☐ Office
- ☐ Health Room
- ☐ Lunchroom/Recess
- ☐ School equipment and/or training
- ☐ Computers and/or training
- ☐ Student management
- ☐ Please specify: _____

Would you be willing to work

In just your building: ☐

Out of your building: ☐ (specify Building): _____

Both: IN/OUT: ☐ (specify Building): _____

Your Signature

Building Administrator's Signature

☐ Denied ☐ Approved HR Administrator's signature & date _____

☐ Denied ☐ Approved Association's signature & date _____

WORKING IN UNSAFE CONDITIONS?

If you feel that you have been *threatened* or put in an *unsafe situation* by a student, you are advised by both the District and the TAP to take the following steps:

1. Report the Concern to Your
Building Supervisor

If you feel that your concern has not been properly addressed you are then encouraged to:

2. Contact the District's
Executive Director of Human Resources

Feel free to share your continuing concern with the HR administrator. S/he will welcome the opportunity to assist you in making your job situation as safe and secure as possible. If for some reason s/he is not able to satisfactorily address your concern, you are then invited to:

3. Bring Your Issue Directly
to the Superintendent

Members are always encouraged to work with both the TAP and the District in resolving workplace safety concerns. Both are willing to work with YOU as well!

You are also reminded that you have the right to take assault charges directly to the police if you feel that it is necessary to do so.



**Tumwater
School District**

PERSONAL PROPERTY REGISTRATION FORM

The purpose of this form is to register personal property in case of damage or loss due to use in the classroom for instructional purposes. I hereby declare that the below-mentioned personal item(s) belong to me and are in my possession. I understand that by registering these item(s), I am providing necessary information for insurance coverage eligibility, in accordance with the District's insurance policy.

Registered item(s) claimed for reimbursement will be subject to a maximum of \$1000 per item. If an item is not registered prior to damage or loss, or damage or loss is due to staff negligence/carelessness the reimbursement will be denied.

This form must be completed **each school year** and submitted to and approved by your immediate supervisor. I acknowledge that it is my responsibility to update this form in case of any changes to the registered personal item(s).

Employee Name:

Date registration is submitted:

School year:

Building:

Position:

Item(s) description (attach pictures):

Serial/identification number of item(s):

Item(s) value:

Explain educational purpose - Must be necessary for instructional purposes:

Building Administrator use only

Date Approved _____ or Date Denied _____

Denial Reason _____

Administrator Signature _____