

**COLLECTIVE BARGAINING
AGREEMENT
September 1, 2024—August 31, 2027**



**North Thurston
Paraeducator Association**

and

**North Thurston
Public Schools**

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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights and working conditions of the classified employees of North Thurston Public Schools, this Agreement is made and entered into by and between the District and the Association.

ARTICLE I – ADMINISTRATION

SECTION 1.1 – RECOGNITION

The North Thurston Public Schools (hereinafter referred to as the "District") hereby recognizes North Thurston Paraeducators Association/Washington Education Association as the exclusive bargaining representative for all school Paraeducator classifications within this unit.

The term employee when used hereinafter in the Agreement shall refer to all classified employees represented by North Thurston Paraeducators Association/Washington Education Association. The terms North Thurston Paraeducators Association/Washington Education Association or "Association" when used hereinafter in the Agreement shall refer to the North Thurston Paraeducators Association/Washington Education Association.

SECTION 1.2 - SUBSTITUTE EMPLOYEES

All classifications shall be paid at ninety percent (90%) for the first step of the classification in which the employee works.

- A. Substitutes who are in the same positions for a period in excess of twenty (20) consecutive workdays will be considered long term substitutes and will be placed on the first step of the classification in which the employee works. In addition, when long-term substitutes are in a position for forty (40) days or more, the substitute will be paid as a regular employee. Substitutes in a position that transitions from short-term to long-term status will receive appropriate pay retroactive to the start date of the position.
- B. Substitutes working twenty (20) consecutive days are considered members of the bargaining unit and may join the Association.
- C. Substitute employees working on an intermittent basis become members of the bargaining unit and eligible to become members of the Association after having worked as a substitute for thirty (30) days in a twelve (12) month period.
- D. Substitute employees working on an intermittent basis shall be excluded from all articles and sections of the collective bargaining agreement, except Article I, Article III and Schedules A and B (wages). (Appendix A)

SECTION 1.3 - CONFORMITY TO LAW

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

- A. For the purpose of this section, being found contrary to law includes noncompliance with the regulatory requirements of funding and/or program approval and rulings from a court of law, the state auditor, attorney general's opinions, and the Public Employment Relations Commission.
- B. In the event a provision is determined to be contrary to law, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after receipt of the written decision affecting this section. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

SECTION 1.4 - DISTRIBUTION OF AGREEMENT

Within thirty (30) days following ratification of this Agreement, the District and the Association shall finalize its contents. Copies of the Agreement will be made available on the District website for members of the bargaining unit. The District shall make the Agreement available to all new employees on the District website. Fifty (50) printed copies of the final Agreement will be provided to the Association by the District, within fourteen (14) business days of finalization. Paraeducators will have the ability to print a copy on district printers and NTPA Building Reps will have the ability to make copies as needed on district printers. One original copy shall be retained by the District and one by the Association.

SECTION 1.5 - STATUS OF AGREEMENT

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

- A. This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.
- B. If an individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

SECTION 1.6 - CONTRACT ADMINISTRATION

For the purposes of working as partners, and for the best interest of all stakeholders of North Thurston Public Schools, the Association and the District shall meet at least monthly (unless mutually agreed otherwise) to discuss issues relating to interpretation or compliance with this Collective Bargaining Agreement, including any additional issues of concern by either party.

For any meetings which occur during the workday, the District shall provide substitutes for up to three (3) Association members. This time shall include ninety-minutes (90) prior to meeting with the District for Association preparation.

SECTION 1.7 - NO STRIKE/NO LOCKOUT

The Association agrees not to strike during the term of this Agreement. The District agrees not to lockout employees during the term of this Agreement.

SECTION 1.8 – DISTRICT CALENDAR

The District will invite the Association to participate, through a representative, on the Calendar Committee.

ARTICLE II - BUSINESS

SECTION 2.1 - ASSOCIATION RIGHTS

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business provided, however, such meetings must be scheduled with the building principal and shall not have precedence over routine educational use or over previously scheduled use by other agencies.

- A. Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences, or meetings with representatives of the District shall suffer no loss of pay but nothing contained herein shall be construed to require such activities to be scheduled during regular school hours.
- B. A single copy of the following documents shall be furnished electronically to the Association:
 - Annual financial report
 - Annual budget
 - Staff postings of openings
- C. The District will provide the Association access to all new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representation. The Association shall have access for a minimum of thirty (30) minutes, at the employee’s worksite, during contracted hours. Additionally, the District will arrange space for a one (1) hour, non-paid, Association presentation after the New Employee Orientation. The District shall provide the Association a list which shall include the names, hire date, and contact information of all newly hired Bargaining Unit Members one (1) week prior to New Employee Orientation or by the 30th of the month if no orientation will be held the following month.

- D. Paraeducators newly hired in the District will attend the first New Employee Orientation scheduled after being hired unless other arrangements have been agreed upon with Human Resources.
- E. The Association shall have the right to reasonable use of the District's email and internal mail service. All written Paraeducator materials for each building will be addressed to one building representative for distribution.
- F. The District shall grant up to three hundred fifty (350) hours per year of leave with pay to NTPA members for Association/union business, as determined by the Association President(s) or designee. Forty-Eight (48) hours' notice shall be provided to the District and employee's Administrator whenever possible. The Association shall reimburse the District for the cost of an employee's substitute for all but fifty (50) hours, except disciplinary or investigation processes, collective bargaining, or Contract Administration meetings.

The district will grant up to an additional three hundred fifty (350) hours per year of leave with pay, with full reimbursement from the Association, to NTPA members for Association/union business, as determined by the president(s) or designee.

- G. The District will provide notice of public records requests to the Association and bargaining unit members consistent with RCW 42.56.250 upon receipt of a request for public information and shall state:
 - a. The date of the request;
 - b. The nature of the requested record relating to the employee; and
 - c. The estimated date the District intends to produce the records.

SECTION 2.2 - DUES DEDUCTIONS AND REPRESENTATION FEES

The Association and its affiliates (NEA, WEA, WEA Chinook) will have, upon presentation of properly signed authorization, the right to payroll deduction of membership dues, assessments, and fees for employees represented by this bargaining agreement. The Association, no later than September 1st of each year, will supply a table of prorated annual dues, assessments, and fees for the ensuing year to the District Payroll Office.

The District shall transmit the authorized dues to the treasurer of the Association each pay period. Dues will include local Association dues.

The Association agrees to hold the District harmless for any dues and/or against any suits or other legal action brought as a result of action taken by the District pursuant to the provisions of this section.

ARTICLE III – PERSONNEL

SECTION 3.1 - PERSONNEL FILE

Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, any non-contractual documents contained therein shall be afforded the employee at their cost. No secret personnel file shall be kept anywhere in the District. Both representatives of the employee and of the employer may be present in any review of personnel files.

- A. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach their own comments.
- B. Upon the request of the employee or the employer, the contents of a personnel file shall be verified by the signature of the other party.
- C. At the request of the employee, the employer shall include in the employee's personnel file, college transcripts and certificates of completion identifying successful participation in job-related training.
- D. Written reprimands will be removed from an employee's personnel file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period.
 - 2. There has been no subsequent discipline; and
 - 3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal.

Records of disciplinary actions involving reductions-in-pay, reductions in accrued annual leave, suspensions, or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:

- 1. Circumstances do not warrant a longer retention period.
 - 2. There has been no subsequent discipline; and
 - 3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal.
- E. Only one building file will be kept at the employee's worksite by Administration. Materials in building level working files, including any copies, will be sent annually to the District personnel file, removed, or discarded by the end of the contract year consistent with applicable laws and retention schedules. Administrator's personal notes or working documents are not considered part of the building working file or District personnel file. An administrator will remove or destroy personal notes upon reassignment and/or separation from the work site. An employee shall have the right, upon reasonable request, to inspect the contents of the working file.

SECTION 3.2 - DUE PROCESS

No employee shall be formally disciplined (including verbal warnings, written warnings, written reprimands, suspensions, or be terminated) without just cause (see Seven Tests of Just Cause, Appendix D). The specific ground forming the basis for disciplinary action will be made available to the employee in writing.

- A. An employee shall be entitled to have present a representative of the Association during any formal disciplinary action. When a request for such representation is made, no formal action shall be taken with respect to the employee until such representative of the Association is present, provided that such actions will not delay the action an unreasonable amount of time due to a lack of Association representation and that in appropriate circumstances such actions may be implemented without Association representation.
- B. The District agrees to follow a policy of progressive discipline which includes verbal warning, written warning, letter of reprimand, and suspension, with termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- C. Any complaint or other material directed to District administrators making derogatory reference against an employee by any parent, student, or other person will be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- D. Employees shall serve a probationary period of ninety (90) calendar days. During this probationary period, they may be terminated at the discretion of the District with no recourse to the grievance procedure.

SECTION 3.3 - EMPLOYEE RIGHTS

The private and personal life of any employee, including on social media, is not within the appropriate concern or attention of the District unless it affects performance of duties.

The District and Association agree to comply with all applicable laws governing discrimination in employment.

SECTION 3.4 – EVALUATION

Non-administrative personnel shall not evaluate, serve, or function as the supervisor of any Paraeducator. Cooperating or lead certificated staff may direct Paraeducator work within the scope of the Paraeducator’s assigned job duties.

Each employee shall be evaluated annually by their Administrator in accordance with the following procedures:

- A. The employee shall sign each evaluation report, provided the signature does not

signify agreement with the report, rather that the employee has reviewed it with their Administrator.

- B. Evaluation shall be based on objective and observable data by the employee's Administrator. Throughout the work year, any documented and observable areas in need of improvement shall be made known to the employee and documented in writing by their administrator within seven (7) workdays of the administrator determining that a concern should be addressed. Any areas needing improvement but not documented within seven (7) workdays shall not be included in an employee's evaluation.
- C. At the conclusion of their first ninety (90) calendar days of employment in the District, a new employee shall be evaluated to establish skill level and areas for growth. If no evaluation is made within the first one hundred (100) calendar days of employment, no ninety (90) day evaluation will be performed.
- D. Evaluations will be completed and presented to Paraeducators no later than June 1 of each school year.
- E. Evaluation reports shall be made and presented to each employee by their assigned building Administrator in accordance with the following procedures:
 - i. Reports shall be issued by the Administrator based on personal observation and may include input from the cooperating teacher or other certificated employee(s) who provide direction, guidance, and support to the paraeducator; however, said input from non-Administrative certificated employees shall not be utilized as the entire basis of the evaluation.
 - ii. Reports shall be addressed to the employee, written in objective and/or narrative form and shall include:
 - 1. Strengths of employee, and
 - 2. Suggested areas of improvement with specific actions that the employee may take to improve their performance.
 - iii. Reports that are to be included in the employee's evaluation made by individuals other than the building administrator shall be shared with the employee within seven (7) workdays of receipt of the report. Concerns shall not be documented in the final evaluation if the Paraeducator has not been given at least fourteen (14) days to correct the concern.
 - iv. A copy of the evaluation shall be provided to the member at the time of the evaluation review meeting.
 - v. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.

SECTION 3.5 - HOURS OF WORK, OVERTIME, AND OTHER PROVISIONS

Each employee shall be assigned to a definite shift with designated times for beginning and ending, which may be changed to fit the needs of the District. Each employee shall be notified of their job assignment no later than the first week of school. Notification will specify number of hours per day, number of days to be worked, and starting date. Employees shall report to the workstation at the time specified by the Administrator.

- A. In an effort to provide a safe educational environment, Administration will meet with Paraeducators in each school building at the beginning of the school year for the purpose of reviewing building changes specific to Paraeducators, discipline standards, procedural standards for handling things like flex time, time off, and other procedural concerns that are unique to Paraeducators, etc. Additionally, Administration will meet with Paraeducators a minimum of one (1) time every other month. If a Paraeducator is required to attend these meetings outside of their normal workday, the Paraeducator will have the choice of flex time or being paid at the appropriate hourly rate.
- B. After the first week, employees shall be notified in writing five (5) workdays prior to implementing a new work schedule, except in the case of a temporary emergency. Administrators will make a good faith effort to equitably assign Paraeducators to cover unfilled absences.
- C. All hours worked beyond forty (40) hours per week or Saturdays, Sundays, and holidays shall be compensated at one and one-half (1 ½) times the employee's hourly rate. Paid overtime must be preapproved by the paraeducator's Administrator.
- D. Break Periods
 1. Less than three (3) continuous hours worked: No break period.
 2. At least three (3) but less than five (5) continuous hours worked: One (1) ten (10) minute break period. Breaks shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building Administrator or cooperating teacher.
 3. At least five (5) but less than six (6) continuous hours worked: One (1) ten (10) minute break and one (1) thirty (30) minute, unpaid and uninterrupted lunch period. The lunch period shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building Administrator or cooperating teacher.
 4. At least six (6) or more continuous hours worked: Two (2) ten (10) minute break periods and one (1) thirty (30) minute, unpaid and uninterrupted lunch period. The lunch period shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building Administrator or cooperating teacher.

5. Eight (8) continuous hours worked: Two (2) ten (10) minute break periods and one (1) unpaid and uninterrupted lunch period not to exceed one (1) hour. The lunch period shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building administrator or cooperating teacher.
 6. LPNs who need to be accessible to a student at all times will remain on duty on the school's premises during their lunch periods. For this reason, those LPNs will be paid at their regular rate of pay during their lunch periods. This will not apply when an RN is available on site to provide required services to a student.
 7. Any Bargaining Unit Member unable to take a mandated break at the request of an Administrator, due to an unforeseen event or situation shall document the missed time on a time card, to be paid at their regular rate or be allowed to use the time as flex time before the end of the pay period.
- E. When a Paraeducator experiences significant distress due to a unique situation, administration will allow the Paraeducator decompression time, as determined by the Paraeducator, prior to returning to work, completing incident reports or other documentation. If a Paraeducator needs more than fifteen (15) minutes decompression time, there must be agreement between the Paraeducator and Administrator.
 - F. Nursing Mothers – The District shall follow the requirements of federal and state law with respect to paraeducators who are nursing mothers.
 - G. Each recess will have a minimum of two (2) staff members regardless of the number of students on the playground.
 - H. In schools where paraeducators supervise lunch in a cafeteria/lunchroom setting, there will be at least two (2) staff members, for supervisory purposes.
 - I. Employees transitioning between teaching activities of groups from different grade levels, in different locations, or to/from the playground/lunchroom shall be provided adequate passing time to prepare for or transition to the next activity. Paraeducators shall not have two (2) such activities or groups scheduled to begin and end at the same time. The District will ensure that Paraeducators shall be provided compensated transition time so that the employee is able to finalize responsibilities (e.g., put away materials or hand off responsibilities) and access their entire lunch and/or break periods.
 - J. Paraeducators may be used during contracted hours for before and after school duties and for lunchroom/playground duty as needed by the building. Unless specified as part of the regular duties of the job description, supervisory time shall be distributed among staff in an equitable manner based on student needs, funding, and schedules. It is the belief of the District and the Association that for employees whose primary duties are instructional, the addition of supervisory duties should not distract from their primary role of the instructional duties. Further analysis of

equitable distribution of duties shall be handled through regularly scheduled contract administration.

- K. Job descriptions shall be a collaborative process between the District and Association. They shall be developed or created by the District and shared with the Association for input and agreement prior to being implemented. Paraeducators will be given access to a copy of the job description for the position in which they are hired prior to their first day of work. Access to all job descriptions will be provided to Association leadership at the beginning of each school year.
- L. Required travel time shall be provided in addition to an employee's duty-free lunch.
- M. A Paraeducator who substitutes for another Paraeducator, before or after the employee's regular shift, shall receive their regular rate of pay for said time. Total time worked (regular shift and subbing) may not exceed forty (40) hours per week. Work before or after the regular work shift at a higher classification will be paid at the higher rate of pay.
- N. An employee who is requested to attend staff meetings or site team meetings beyond the employee's regular workday and whose work week is less than forty (40) hours will be able to accumulate "flex time." This time must have the prior approval of the Administrator and be used within the semester.
- O. If Administration has approved "flex time" but actively denies allowing the Paraeducator to use it prior to the end of the semester, the time shall be paid in the pay warrant following the last day of the semester at the employee's rate of pay. Paraeducators must maintain accurate records of extra hours worked as directed by their Administrator. Paraeducators shall be compensated fully for approved hours worked unless otherwise provided in this Agreement. Administrators will request a plan for use before approving flex time for Paraeducators. If an Administrator allows a Paraeducator to accumulate more flex time than is able to be used during the semester, the additional time will be paid in the pay warrant following the last day of the semester at their regular rate of pay. A Paraeducator, with permission from Administration, may carry over flex time from first to second semester.
- P. Health Room Assistants (HRAs) will not be assigned any morning, afternoon, or recess duties, or cover for another Paraeducator, including 1:1 position, except in emergency situations.
- Q. Paraeducators are not required to assist in classroom moves including packing and unpacking materials and moving boxes and furniture. Paraeducators who are requested by their administrator to help pack/unpack/set up a classroom due to a move will be paid at their regular rate of pay.
- R. When a Paraeducator is moved from their assigned position to cover for another Paraeducator, that employee will be entitled to complete up to 3 hours of their missed work, after their normal shift, for flex time, if needed, with approval from Administrator.

SECTION 3.6 - EMPLOYEE PROTECTION

The District agrees to provide liability insurance for the purpose of protecting employees from becoming liable for bodily injury and property damage due to circumstances related to their employment.

- A. The District further agrees to provide coverage for employee-owned auto liability for the purpose of protecting employees from bodily injury and property damage liability while operating their own vehicles while on school business. Such coverage shall be for the excess over the employee's personal automobile insurance coverage whereby the District coverage is secondary or supplementary. Employees are not to be required or expected to transport students in personal vehicles.
- B. The District shall provide employee personal property coverage for the purpose of covering reimbursement of loss or damage to employees' personal property during the workday, or while engaged in maintaining order, discipline, and protection of school personnel, for up to \$750. Said insurance shall include a \$50 deductible.
NOTE: damage or loss must have occurred on school property, including school district fieldtrips and events off campus.
- C. All insurance coverage in this section is limited and subject to the insurance contract and decisions of District carriers. An employee may not claim damages to the District in addition to, or in lieu of, the insurance coverage, decision, or settlement.
- D. In the maintenance of a sound learning environment, Administration and Paraeducators shall work collaboratively to ensure acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced in accordance with state and federal laws.
- E. Paraeducator safety is a priority. When implementing an IEP, Paraeducators, Teachers, Staff, and Administration will work collaboratively and proactively to provide a safe educational environment. In a manner consistent with District procedures, the Administration and Paraeducators in each school building will confer at least annually, preferably at the beginning of the school year, for the purpose of reviewing building discipline standards and the uniform enforcement of those standards. If this meeting occurs outside of the normal workday, Paraeducators shall have the choice of trade time or being paid at the appropriate per diem rate.
- F. Paraeducators working directly with a student(s), including in a supervisory position on the playground or in the lunchroom, shall be informed of the pertinent educational and behavioral history of the student(s), including access to the student's IEP or IEP at a glance on file, as required or allowed by law. Except in extraordinary circumstances, this information will be provided prior to the student being placed in the employee's caseload. When needed, training and consultation will be made available to ensure safe implementation of the student's educational program. Relevant health information of the student will be shared with appropriate

Paraeducators in accordance with the law and to the extent needed for the Paraeducator to maintain the health and safety of the student, themselves, and others.

Paraeducators must attempt one (1) or more forms of discipline to support a student in meeting behavioral expectations, in accordance with the student's educational plan or the school behavior policies. If a student's presence poses an immediate and continuing danger to other students, themselves, or school personnel or an immediate or continuing threat of material or substantial disruption of the educational process, Paraeducators shall call for immediate assistance which shall be provided by a behavior team member, lead teacher, or Administrator. Said assistance shall be documented in accordance with building procedures and a copy of the documentation, if applicable, shall be provided to the Paraeducator, if requested, within five (5) working days.

Except in extraordinary circumstances, after assistance has been requested, the Administrator, lead teacher, or designee will confer with the Paraeducator before returning the student to the small group/activity.

- G. Paraeducators are required to fill out an incident report and report all instances of assault, injuries, or potentially dangerous situations, without fear of repercussion, to their cooperating teacher and administrator at first opportunity.
- H. The District will ensure that adequate walkie-talkie coverage will be distributed to school staff, inclusive of paraeducators. Paraeducators working off campus providing before and after school coverage, in classrooms containing highly impacted students, in the Health Room, providing supervision on the playground or in the cafeteria, and paraeducators working as a 1:1 with students with a history of elopement shall be given reasonable access to a walkie-talkie.
- I. When a student develops a history of actions that result in injury to staff or displays repeated verbal misconduct, the teacher, appropriate support staff, building and District administration shall collaborate to determine appropriate actions on behalf of the staff and students. The District shall solicit the Paraeducator's input in regard to items of discussion which can include but are not limited to:
- Convene IEP team
 - Work with administration to determine if communication devices such as cell phones, radio, or other might be appropriate classroom equipment
 - Outside of the classroom observer/consult
 - Training provided as needed
 - Appropriate student discipline
 - De-escalation & restraint training for staff (provided upon request of principal)
 - Assist in developing safety/behavior plan
 - Alter physical environment
 - Add staff as appropriate
 - Provide safety clothing

- Assist teacher in documentation and reporting of injuries, accidents

Consistent with WAC 392-172A-02110, restraint shall be used only when a student's behavior poses an imminent likelihood of serious physical harm to themselves or others.

At least annually, the District and Association will confer about discipline concerns in the District.

SECTION 3.7 – SENIORITY

Seniority is defined as length of service within the District as of the employee's first workday.

1. A finalized seniority list shall be provided the Association by June 1 of each year, which shall include all corrections, deletions, and additions of personnel, including lottery drawing results, for the school year.
2. In the event that more than one employee has the same seniority ranking, employees affected shall participate in a drawing by lot. The lottery will occur no earlier than April 1 to determine position on the seniority list unless necessary for the purposes of layoff and recall. Once a lottery drawing has been completed, if a member leaves the bargaining unit and no new members have the same hire date, no re-drawing will be necessary; numbers of those already drawn will be readjusted so there are no gaps. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing to allow for attendance.
3. Bargaining unit members who accept employment in another NTPS bargaining unit (including substituting) or have had to resign their position due to a spouse's military service and then return to the paraeducator bargaining unit within two (2) years may retain their previous years of service for seniority purposes.

SECTION 3.8 - LAYOFF AND RECALL

The term "layoff" as used herein refers to action by the Board reducing the number of employees. This section of the contract does not apply to one-year-only, leave replacement employees, or substitutes.

In the event of layoff, the District shall provide written notice to all affected employees and the Association not less than fifteen (15) calendar days prior to the date of layoff.

- A. Layoff shall be by seniority, with the least senior employee being laid off first, without regard to position except in the event special qualifications exist for a particular position, as determined by the District, a less senior employee may be retained over a more senior employee. In such event, the more senior employee and the Association shall be notified of the reasons for such seniority "override." Said seniority override shall also apply to the re-employment pool when a position requiring special skills is available. Seniority override decisions shall not be arbitrary or capricious.

- B. **Re-employment Pool** – Laid-off employees shall be placed in a re-employment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff. No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, providing that:
1. Employees in the pool shall be notified in writing of a bargaining unit position available to them. When possible, telephone contact at the most recent number provided by the employee will be made. Failure to accept a proposed assignment within five (5) days of certified written notice or five (5) working days after receiving telephone notification, whichever is sooner shall forfeit employment rights for the employee. Notice shall be deemed effective on the certified date of mailing or date of telephone conversation with the employee.
 2. The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at the employee's last known address or telephone conversation with the employee at last known telephone number. It is the employee's responsibility to provide and maintain current contact information with the Human Resources Department. The employee's address and telephone number as it appears on the District's records shall be used in connection with layoffs, recalls, or other notices to the employee. Employees shall be held in the employment pool for a period of one full school year. The full school year period for bargaining unit members who were laid off at the end of a school year will begin September 1.
- C. **Layoff Benefits** – Any employee laid off shall retain accrued benefits if the District rehires the employee. Laid off employees shall have the right to maintain health insurance coverage at no cost to the District if approved by the School Employee Benefits Board (SEBB) and following SEBB regulations.

SECTION 3.9 – STAFFING AND COMMUNICATION

When the District reduces Paraeducator positions due to budgetary/program reductions, but experiences sufficient attrition to avoid a layoff scenario, it is likely that Paraeducator assignments will change through a voluntary or involuntary transfer process as outlined below. This section will not apply to grant-funded, leave replacement or substitute positions.

Step 1:

The District identifies positions to be reduced including the school; and program to which the position is attached.

Step 2:

In the spring prior to finalizing Paraeducator staffing, the District will meet with the Association President(s) to review reductions and additions in staffing at each work location. Administrators may be consulted by the district as needed but will not receive final staffing information until after the meeting with the Association. The District's

meeting with the Association will serve the purpose of identifying over or understaffing issues and discussing the movement of Paraeducators at school sites.

Step 3:

In buildings where a reduction has been made which displaces a paraeducator (not in a 1:1 position) but has other positions open, Paraeducators being displaced at the site will be offered those open positions, within the building, and placed by seniority. When no position is available in the Paraeducator's work location, the overstaffed school's language will apply.

Step 4:

Overstaffed Schools – In the event that a school, schools, or program remain overstaffed, Human Resources will ask for volunteers from those programs/schools to be placed onto a District displaced Paraeducator list. If there are not enough volunteers to account for the overstaffing at a particular program/school, the least senior qualified Paraeducator(s) in each affected school will be added to the District displaced Paraeducator list. This list will then be organized by seniority. All available vacant positions will be shared with all those on the list so that they can make known to Human Resources their priorities for transfer by rank ordering list. The most senior displaced Paraeducator will receive their top choice, and in descending seniority order, those on the list will receive the top available choice in turn. (All ranked choice must be within up to an hour greater or, if the employee chooses, less than the employee's current hours). Any ties in seniority will be resolved using the method outlined in Section 3.7 – Seniority. Paraeducators who are involuntarily transferred to grant-funded or leave replacement positions will maintain their reasonable assurance status, unless Section 3.7 results in a layoff. If there are no positions equal to or greater in hours than the Paraeducator's current hours, that Paraeducator will be given first choice of new open positions when a position of the same or greater hours becomes available.

Step 5:

In the event that a Paraeducator's position is reduced due to funding, leading to a transfer to a different site, the Paraeducator who was transferred will have the opportunity to return to a similar position at their original site should there be a vacancy within a year of their transfer. Once one opportunity to return has been made available to the transferred Paraeducator, this opportunity does not need to be made for further vacancies.

SECTION 3.10 – TRANSFERS AND VACANCIES

Transfers

Transfer is the movement of an employee from one work location to another work location. The transfer may include a change in work assignment in addition to worksite. An employee may submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. A transfer may be voluntary or involuntary. The District will work to ensure that employees hired from one district position into another district position will be released in the standard two (2) week timeline; if this is not possible, the employee will be notified in writing with an estimated date of resolution.

Vacancies

1. Whenever an opening occurs, written notice of vacancies and new positions within the bargaining unit shall be posted for not less than five (5) working days for internal and external applicants. The District/Building Administrator will interview, at minimum, the top four (4), including the three (3) most senior, qualified internal applicants. Should two (2) or more applicants have the same qualifications, the position shall be awarded to the most senior bargaining unit member, if applicable. The District will maintain a link on its website in order to advertise bargaining unit positions that become available. For an applicant to be considered for a vacant position, they must apply online. An internal candidate will not be screened out of consideration for lack of reference forms or resume.
2. All exclusive bargaining unit work associated to and conducted by bargaining unit members shall not be contracted or assigned to any other employee, group, or entity unless no bargaining unit member can be found to perform the work and posting the job does not result in hiring for the position. A current list of contracted out bargaining unit positions will be provided to Association Presidents monthly and upon request. On request, the District shall provide the Association information including attempts to hire, why no one qualified was hired, and why there is a need to contract the work out prior to contracting or assigning work to non-bargaining unit members. Any such position shall be filled for up to one (1) year only, when at such time, if still needed, it shall be posted.
3. Vacancies that are created during the period beginning fourteen (14) workdays before school starts and ending the Monday of the second week of classes will be subject to an expedited interview and hiring process. In-District postings will be made for a period of three (3) working days only during this time period. Employees who are notified of a reduction in hours may apply for vacant positions or for additional hours that become vacant or are posted as a new position.
4. Upon the request of the applicant employee whose application has been denied, the employee shall receive a written statement explaining the reasons for such decision.

Involuntary Transfers

1. The District/administrator shall attempt to obtain voluntary employee transfers before involuntarily transferring an employee.
2. Administration shall not make arbitrary changes in transfers and will attempt to make transfers to positions with similar job duties. Administration will notify the Association prior to notifying the paraeducator of such transfer.
3. Unit members who are transferred during the work year shall be allowed an appropriate amount of paid time for preparation prior to the effective date of the transfer. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred.

4. If an employee's assignment is split between two categories, that employee could be involuntarily transferred into a position in either category.
5. An employee involuntarily transferred shall receive five (5) workdays' notice prior to such transfer.
6. When a paraeducator in a one-on-one (1:1) student assignment is displaced due to that student leaving the school or District, that paraeducator will be placed in a new 1:1 assignment at the same level (elementary or secondary); this placement may or may not be the same school. If there is no 1:1 assignment available, the paraeducator will be given a temporary assignment within the District until such time as a 1:1 assignment at their level becomes available.
7. The Association recognizes students may have medical needs that are greater than the services a Health Room Assistant (HRA) is able to provide. If the District is considering displacing a Health Room Assistant (HRA) to use an LPN at the school's site, the District will gather information from the affected employee(s) regarding the activities of the health room, consider students' medical needs and other relevant factors when determining whether the LPN can oversee the health room. Should an LPN displace an HRA, the HRA will be eligible for one (1) academic year to return to the position they were displaced from when there is no longer a need for the displacement. At the end of the school year, if the displacement continues to be required into the next school year, the District and Association will meet to determine if the opportunity for the HRA to return will be extended for another year. Once one opportunity to return has been made available to the displaced HRA, this opportunity does not need to be made for further vacancies.
8. In the event a Paraeducator's position is reduced and there is no opportunity to remain in the same position at another school causing them to be moved into a new role, prior to the job being posted, the Paraeducator will be eligible to return to the job they were displaced from, should a position become available in the District within one (1) academic year of transfer. Once one opportunity to return has been made available to the transferred Paraeducator, this opportunity does not need to be made for further vacancies.
9. The Superintendent may involuntarily transfer an employee to another work site in order to serve the best educational interests of students, and/or the school staff. A clear explanation for the transfer will be provided to the employee and Association before the time of the move.
 - a. Employees placed in another work site by the Superintendent will receive assistance in moving to the new location but will not have the right to return to the assignment and location from where they came, unless mutually agreed upon by the District and Association.

- b. The Association President or Designee will be informed in any instance where the Superintendent placement decisions are being considered. Such placements will not be made arbitrarily or capriciously.

SECTION 3.11 – REASSIGNMENT

Reassignment is the movement of a unit member from one position to another position within a building.

Paraeducators will be assigned hours based on information building Administrators are given by Human Resources.

Administration shall not make arbitrary reassignments of an employee. Reassignments that occur due to anything other than overstaffing must go through Human Resources. Human Resources will notify the Association before the Paraeducator being reassigned is notified and will share reasons for the reassignment.

If reassignment occurs, the Administrator will attempt to make the reassignment to a position with similar job duties.

Administrators will provide reasonable face-to-face communication prior to reassignment to explain the reasons for the change.

Unit members who are reassigned during the work year shall be allowed an appropriate amount of paid time for preparation prior to the effective date of the reassignment.

The District shall provide assistance in moving a unit member's material whenever a unit member is reassigned.

SECTION 3.12 – TEMPORARY ASSIGNMENTS

Leave replacement positions of one-year duration or more shall be posted in accordance with Article III, Section 3.9, Transfers and Vacancies, of this Agreement. If an internal applicant is hired for the position, then he/she will be considered to have been temporarily reassigned and will retain their reasonable assurance for continued employment subject to all other provisions of this collective bargaining agreement. The temporary vacancy resulting from a temporary reassignment shall be governed as

follows:

- A. To prevent extensive position openings resulting from internal transfers, there will be a limit of one (1) internal voluntary transfer for each temporary reassignment.
- B. The person who volunteers and is selected for temporary leave replacement shall return to their original position at the end of the position duration determined at the time of transfer.

- C. In the event any leave replacement position becomes vacant, an Administrator may offer the Paraeducator placed in the position the opportunity to continue in the position, if they so desire. If Administration chooses to post the vacancy as an open position, the positions shall be filled in accordance with Article 3.10.1 of this Agreement. Further, any resultant openings generated by any temporary position becoming vacant would likewise be posted and filled in accordance with the terms of this Agreement.
- D. This section may not be operative during any year the District is forced to implement a reduction in force affecting this bargaining unit due to lack of funds caused by a significant reduction in State funding, and/or levy failure. In the event it should become necessary to curtail this section, the District and Association shall meet and review the impact.

SECTION 3.13 – SECURING SUBSTITUTE COVERAGE

Employees are responsible for contacting the North Thurston Public Schools Substitute Services Automated System in order to secure a substitute for their absences. Employees are not responsible for contacting/prearranging their own substitutes. Employees are responsible for contacting the building administrator or designee if they determine they will be absent from work, and it is less than one (1) hour prior to the contracted start time.

SECTION 3.14-PREPARATION AND COLLABORATION TIME

All Paraeducators shall have the ability to prepare for any job responsibilities separate from scheduled break and lunch times, as well as collaborate, coordinate, and communicate with all relevant instructional personnel. Activities scheduled during this time should be determined, a majority of the time, by the Paraeducator, in consultation with the lead certificated staff member, and shall be directly related to the work and job description of the Paraeducator. This time shall be used to check email, prepare for working directly with/supervising students, and meet, as needed, with cooperating lead teachers and other staff for improvement in student learning and support services. Paraeducators who have concerns that their time is not being appropriately used shall notify their Administrator after trying to resolve concerns. To that end:

- A. The District will provide a total of thirty (30) minutes within the contracted workday for Paraeducators who work 6.5 or more hours/day.
- B. The District will provide a total of fifteen (15) minutes within the school day for Paraeducators who work less than 6.5 hours/day.
- C. The scheduling of preparation and collaboration time may be flexible based upon building need. For those expected to review materials to prepare for instruction and who work 6.5 or more hours, preparation and collaboration time should be in a thirty (30) minute time block, unless shorter time blocks are agreed upon by Administration and the Paraeducator. For Paraeducators not expected to prepare for instruction, preparation and collaboration time should be in no less than fifteen (15) minute time blocks.

- D. Preparation and Collaboration time for Health Room Assistants (HRA) will be given before students arrive or after students leave for the day.
- E. Paraeducators working in the preschool program will have their preparation and collaboration time assigned between the AM and PM preschool sessions.
- F. Library Paraeducators will be scheduled to work no less than 3.5 hours in the library minus contractually required breaks and preparation and collaboration time.

In the event that any Paraeducator is unable to take their mandated preparation and collaboration time due to the request of an administrator, the Paraeducator shall document this time. The Paraeducator shall be given the choice of adding this time to the end or beginning of the following contracted day with additional compensation at the appropriate rate, be granted the lost preparation and collaboration time during contracted time the following workday (if feasible), or be granted the lost preparation and collaboration time on another workday in the following week.

SECTION 3.15 - DECISION MAKING

The District values the participation of Paraeducators in the site-based decision-making process.

The District and Association share in a commitment to create a positive culture in all buildings that supports the participation of all Paraeducators in the site-based decision-making process.

Opportunities will be provided at every site for Paraeducators to provide input on conditions which affect their job responsibilities and site climate. Participation will be on a voluntary basis if conducted outside of work hours.

Paraeducators have relevant information to help inform IEP meetings or would benefit from the opportunity to understand the student plans as they are being developed. When a student's IEP is changed in such a way that it affects a Paraeducator's current duties, the Paraeducator will be consulted. Any changes that affect the Paraeducator's support of a student's learning will be communicated to Paraeducators as soon as possible. Case managers may invite Paraeducators to attend these meetings. If outside regular working hours, attendance will be on a voluntary basis unless it becomes required by the case manager or Administrator. The paraeducator will have their choice of being paid their normal rate of pay or flex time, with Administrator approval, for hours beyond their regular working day.

SECTION 3.16 – SENIORITY FOR EMPLOYEES IN GRANT-FUNDED OR LEAVE REPLACEMENT POSITIONS

Employees holding grant-funded or leave replacement positions that have ended with the conclusion of the prior school year, who are re-employed by the District within the first

two weeks of the succeeding school year, shall retain their accumulated seniority from the prior year and not be required to re-undergo the new employee processes otherwise required of newly hired employees.

Section 3.17 – CIVILITY

When a paraeducator feels another employee is acting in an uncivil manner, the paraeducator will follow the steps outlined in the section titled “Addressing Uncivil Conduct” in the District [Civility Policy \(5015\)](#).

Paraeducators should take the following steps to resolve conflict:

- A. Calmly and politely caution or warn any speaker who is engaged in uncivil conduct. If the conduct does not cease, politely end conversation.
- B. Attempt to resolve differences with another employee first in a private conversation. If that is not feasible or successful, request an appropriate Administrator to conduct a private conference with all parties of concern.
- C. Resolve personal complaints or grievances with a cooperating teacher’s decision or action by requesting a problem-solving conference with the teacher or with the teacher and Administrator.
- D. Persons who observe or experience uncivil behavior have an obligation to intervene, reflect back to the offender the impact of that behavior, or report the uncivil behavior to an Administrator.
- E. Administrators have an obligation to address reports of uncivil behavior.
- F. If these steps are unsuccessful, the Paraeducator should report it to their Administrator and Association representative.

SECTION 3.18 - MENTOR PROGRAM

The District and Association recognize the benefit of supporting new employees or employees new to a position with an existing employee mentor. Request for mentor assistance will be made to the principal and communicated to the Human Resources Office. Human Resources will communicate with the principal to assure adequate support is provided to the new employee. The process is intended to be flexible with the goal being a successful experience for the new employee or employee changing a position.

SECTION 3.19 – WORKING CONDITIONS

- A. The District shall comply with and provide safe and non-hazardous working conditions for employees at their place of employment in accordance with all Occupational Safety and Health Administration, Centers for Disease Control and Prevention, federal and state laws, and regulations for public and employment safety. Should the District be made aware of any district work environments which are in conflict with any mandated workplace health and safety regulations, the District will follow established practices for alerting employees and the Association.

- B. In the event a work environment has been confirmed and documented to be in conflict with the mandated health and safety regulations, employees will work with administration on the possible implementation of alternative work location and/or assignments. Alternative work locations may include a new space onsite or alternative work offsite until the employee's workspace has been deemed safe. Alternative work assignments may include remote work opportunities or flexible scheduling, or a change in work location. Employees may also utilize available leave or leave programs as applicable. Appropriate personal protective equipment will be provided at all work sites.

Employees believing that a workplace environment is unsafe or hazardous shall follow the appropriate reporting procedures as outlined in the District's safety manual. The District shall follow all reporting timelines, protocols, and procedures in compliance with the Occupational Safety and Health Administration, Centers for Disease Control and Prevention, federal, and state laws and regulations.

- C. During a period of school closure, the District may determine that remote work is an option or is required for some Bargaining Unit Members. In such cases, the following shall apply:
1. The District shall notify the Association of the availability of remote work.
 2. Remote work assigned shall be relevant and reflect the employee's current job description and duties.
 3. Any day where Bargaining Unit Members are required to work remotely or hold virtual office hours shall count as part of their contract year.
 4. Appropriate hardware and internet connectivity shall be provided.
 5. No employee shall be required or expected to use their personal cell phone or computer to communicate with parents, students, staff, or supervisors.

SECTION 3.20 - Electronic Discovery

The District and the Association agree the purpose of video cameras, audio recordings, and GPS units is to provide the District a tool to maximize efficiency and safety. However, this section does not pertain to criminal or misconduct investigations.

Video, audio, and GPS may be used like any other evidence in cases involving safety concerns or allegations of employee misconduct but shall not be used to monitor employee performance. Video evidence can be used to confirm or deny specific allegations that could result in employee discipline. Video, audio, and GPS will be viewed only by supervisory employees or designee for investigative purposes only.

ARTICLE IV – LEAVES

For purposes of this article, immediate family is defined as spouse, domestic partner, children, parents, sister, brother, grandparents, grandchildren, aunt, uncle, niece, and nephew. The aforementioned immediate family terms include step relationships, in-law relationships, significant relationships and/or any legal custodial relationship.

SECTION 4.1 - SICK LEAVE

At the beginning of each year, twelve (12) days sick leave will be granted to all employees at their equivalent hours per day.

If an employee terminates employment prior to the end of the work year, and such employee has used more sick leave days than months worked, such excess days shall be withheld from the employee's payroll.

Sick Leave Utilization – Employees must notify their supervisor of pending absence at the earliest possible time in order that arrangements can be made by reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and services should such substitute services be provided. An employee may accumulate sick leave for purpose of usage up to the number of days equivalent to the days in an employee's work calendar.

Illness - Accumulated leave will be available for utilization as needed, provided, however, that in instances of extended absences beyond five (5) consecutive scheduled workdays, the employee may be asked to provide medical verification of the illness to Human Resources. In some instances, verification of fitness to return to work may be required by Human Resources. Failure to submit such verification may result in disciplinary action.

Injury - Injuries occasioned off the job will be treated as illness for the purpose of this Agreement. Employees injured on the job may use accumulated sick leave concurrent with time loss benefits provided by ESD 113 Workers' Compensation Trust. In the event that time loss is provided to the employee, the District will follow procedures in coordinating time loss benefits with the employee's salary.

Adoption - Prior to the adoption of a child, the employee may use accrued sick leave for meeting with an adoption agency, attorney, or physician, for health verification of the employee, home visitations, and travel time to pick up the adopted child. The employee shall provide the District with verification for absences of more than five (5) consecutive days from the employee's attorney, adoption agency, or physician. Following the adoption, all other provisions of leave specified in Article IV will apply. The adoption of a child by an employee may qualify for leave under the Family and Medical Leave Act and/or other applicable laws.

Planned Surgeries - Planned surgeries or anticipated disablements which will necessitate the use of sick leave are to be reported by the employee to immediate supervisor and

Human Resources at a reasonable time before the leave is required to be taken. Absence from work caused by pregnancy, childbirth, and recovery shall be considered as a form of illness for the purpose of this leave, provided that verification of the employee's need to be absent from work is certified by a physician in the event of an absence of more than five (5) consecutive scheduled days as is required above.

Family Illness - In the event of illness in the immediate family of an employee, accumulated sick leave may be utilized.

Emergency Leave - Employees will be allowed emergency leave if the need for the absence has been suddenly precipitated, or if pre-planning is not possible, or where pre-planning could not relieve the necessity of the absence. The reason for leave cannot be one of minor importance or of mere convenience but must be of a serious nature. This leave will be deducted from sick or personal leave at the employee's decision.

Inclement Weather Conditions - Should the District determine that a work location or the District as a whole will operate on a late start or early dismissal schedule due to severe inclement weather, conditions caused by severe inclement weather, a natural disaster, or other emergency circumstances, the following shall apply:

1. Employees are expected to report to work at their regularly scheduled time, or as soon as they safely can, and remain for their regularly scheduled day or as long as safely possible, given the conditions. Employees who report to work late or must leave prior to their regular quitting time will be allowed up to one (1) hour of paid time for safe travel not to exceed their regularly scheduled hours. If the District has proof of abuse, the paid time may be denied.
2. Employees who are not able to arrive within the first hour or must leave more than one hour prior to their regular quitting time may use emergency leave or be permitted to make up time lost per arrangement with their Administrator.
3. Regular school-year employees are not required to report to work when their buildings are closed but will substitute another day of service when the schools make up the missed day(s) and will not have salary deducted for such time losses.
4. If the District applies for and receives a waiver of missed school days for students, Paraeducators will have the following options to make up the missed time with no loss of pay:
 - a. Remote work provided by Administrator and/or lead teacher,
 - b. Trade time worked out with the Administrator,
 - c. Sick or Personal Leave,
 - d. Additional non-student days added to the end of the student calendar with District provided training or Administrator provided work.

The District shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.

SECTION 4.2 – PERSONAL LEAVE

- A. Paraeducators covered by this Agreement shall be entitled to three (3) days personal leave per year. Unused leave earned under this agreement shall accumulate up to a maximum of six (6) days. All unused personal leave may be cashed out in June, or at the time of separation from the District, at the Paraeducator's regular rate of pay if requested by the Paraeducator in writing no later than June 10th. The request will include the number of hours the employee is requesting to have cashed out. If a Paraeducator terminates employment prior to the end of the work year and has used more personal leave days than earned, said excess days shall be withheld from the Paraeducator's payroll.
- B. Personal leave may be used at the discretion of the Paraeducator, with Administrator approval, subject to the following conditions:
1. Notice and approval will be given at least twenty-four (24) hours in advance.
 2. The twenty-four (24) hour notice will be waived if mutually agreed upon by the Administrator and Paraeducator.
 3. Appropriate notes, if applicable, should be provided for the substitute. Substitute notes may be written during their paid workday, including their preparation and collaboration time.
 4. For days immediately before or after school holidays or vacations, notice of the desire for leave is made and approved not less than seven (7) days prior to the leave.
 5. Once personal leave has been approved it shall not be rescinded, except by the Paraeducator, with no less than twenty-four (24) hours' notice to the substitute.

SECTION 4.3 – UNPAID LEAVE

All Paraeducators covered by this agreement may be granted unpaid leave by Human Resources on a case-by-case basis.

SECTION 4.4 - JUDICIAL LEAVE

When an employee is called for jury service in any municipal, county, state, or federal court, the employee shall advise the supervisor and the Human Resources Office immediately upon receipt of such call, and if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties. The employee shall retain any transportation, meal or lodging expense reimbursement, and jury fees.

SECTION 4.5 - LEAVE OF ABSENCE

An employee may request and be granted, at the Superintendent's discretion, leave of absence for a period not to exceed one (1) year.

- A. The returning employee will be assigned to the position occupied before the leave of absence, except in the event of reduction in force, departure of student, or elimination of the program, in which case they will be placed in a similar position at the site. If no position is available, then Human Resources will work with the employee to find a similar position within the District.
- B. The employee will retain accrued sick leave and seniority rights while on unpaid leave of absence. However, seniority and sick leave shall not accrue while an employee is on leave of absence for a period in excess of ten (10) working days.
- C. Leaves of absence, without pay, are available to employees if approved by the Human Resources Department and if a suitable substitute can be scheduled. Leave without pay may only be taken in accordance with the following conditions:
 - 1. The reason for leave must have been suddenly precipitated or must be of such nature that pre-planning is not possible, or where pre-planning could not relieve the necessity of the absence.
 - 2. Leave without pay will not be granted for reasons where the employee has other leave available under provisions contained in this agreement or District policies.
 - 3. It is not the intent of this leave without pay provision to be utilized for vacations, holidays, weekends, or other types of leaves.
- D. Employees who take leave for reasons not valid under the above definitions will be subject to appropriate disciplinary action.
- E. Human Resources will process any other leave requests as required by law.

SECTION 4.6 - SUBPOENA LEAVE

A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law if the basis for the subpoena relates to the employee's work responsibilities with the District. This leave is not intended to cover personal litigation of the employee or litigation involved in labor disputes with the employer.

SECTION 4.7 - FAMILY AND MEDICAL LEAVE

The District agrees to the provisions of the Family Medical Leave Act and agrees to extend these provisions to all members of the Association.

In the event of a spouse or partner giving birth, or the adoption of a child, the employee may take five (5) days of sick leave. Provisions of Section 4.1 Sick Leave will apply after the five (5) days.

SECTION 4.7.1 – WASHINGTON STATE PAID FAMILY MEDICAL LEAVE (PFML)

Paraeducators shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, Paraeducators must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlement unless the Paraeducator elects otherwise. The Paraeducator shall pay the employee's portion of the monthly payroll premium to fund this leave. When such leave is used the District shall maintain health insurance benefits during periods of approved PFML.

SECTION 4.8 - BEREAVEMENT

In the event of a death in the immediate family member, an employee may take five (5) days of bereavement leave per occurrence. This leave may be extended up to two (2) days because of travel or other extenuating circumstances. Sick leave may be used at or near the time of death. Bereavement leave may also be available at the discretion of the District so that an employee may attend a funeral for a student or for a member of a student's family. Additional requests for bereavement leave must receive approval from Human Resources and may or may not be paid depending on the availability of the leave balances of the employee. The first five (5) days of bereavement will not be taken from sick leave.

SECTION 4.9 - MILITARY LEAVE

The District shall grant military leave as provided by law to each eligible employee (RCW 38.40.060). Qualifying employees shall be entitled to and shall be granted military leave of absence for a period not exceeding twenty-one (21) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as they may be ordered to active training duty. Such military leave shall be in addition to sick leave and shall not involve any loss of privileges or pay. During the period of military leave, the employee shall receive their normal pay.

- A. During a period of military conflict, an employee who is the spouse of a member of the Armed Forces of the United States, National Guard, or Reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to a total of fifteen (15) days of unpaid leave per deployment.
- B. An employee who seeks to take leave under this provision must provide the employer with notice within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment of the employee's intention to take leave. All other terms under RCW 49.77.030 shall apply.

- C. Employees whose District employment is interrupted by up to five (5) years of service in a uniformed service are entitled to re-employment by the District following their discharge.
- D. Seniority and pay status and other rights or benefits accrued shall be reinstated as per the time of previous employment within the District, provided seniority and longevity for pay and/or benefit purposes shall not accrue.

SECTION 4.10 – WORKERS COMPENSATION

The District is self-insured through the ESD 113 Workers Compensation Trust for the purpose of providing industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust has been approved by the Washington State Department of Labor and Industries to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the State of Washington. Employees are protected in the following ways:

- A. Medical Costs resulting from job-related injuries or diseases are paid under the claim.
- B. Injured employees are paid a partial wage replacement while off work due to a job-related injury or disease under the claim when certified off work by their medical provider.
- C. When an Paraeducator is injured on the job and is unable to perform work related duties as a result of the on-the-job injury or occupational disease and certified off work by a medical provider, the employee may elect to use leave as follows:
 - 1. Choose unpaid leave thus receiving only the entitled temporary total disability benefits, or
 - 2. Elect to use a full day of accumulated leave in addition to their entitled temporary total disability benefit, or
 - 3. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.
- D. When injured on the job by a student, the District will fully restore sick leave used to recover from the injury up to five (5) days upon approval of a Worker's Compensation claim.
- E. The Superintendent or designee will develop procedures to assure the legal administration of workers compensation benefits.

SECTION 4.11 – SHARED LEAVE

Paraeducators shall be permitted to participate in shared leave per Washington State Law RCW 28A.400.380 and Board Policy 5406, 5406P.

Shared leave requests shall be made through Human Resources.

SECTION 4.12 – SICK LEAVE CASH OUT

1. Consistent with WAC 392-136-015, 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 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 day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. Cash out may not exceed the limits established in state law.
2. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive compensation 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.

SECTION 4.13 – VOLUNTARY EMPLOYEE'S BENEFICIARY ASSOCIATION (VEBA)

- A. If selected in the annual election by the Association, the District agrees to make contributions, through an employee's leave cash out pursuant to law, to the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to law. The following procedures shall govern the VEBA process.
 1. The Association shall hold an annual election to determine whether the membership shall participate in VEBA for the current school year.
 2. The VEBA election form shall be completed by the Association and submitted to payroll stating the agreement of the bargaining unit members.
 3. The District shall process VEBA contributions in accordance with the VEBA election form.
 4. Bargaining unit members must complete a yearly contribution form in order to participate.

ARTICLE V - SALARY AND BENEFITS

SECTION 5.1 - SALARIES AND SALARY PAYMENT

Salaries shall be paid on the last District workday of the month in twelve (12) equal amounts based upon the annualized hourly rate provided. All employees scheduled to work less than sixty (60) days during the school year, regardless of scheduled hours, shall be paid on a monthly basis as reported on time slips. Salaries shall be paid as submitted by the employee and verified by the supervisor within District approved procedures and timelines.

- A. Substantial errors of underpayment will be corrected as soon as possible. Errors of underpayment made by the District and reported by the employee within three (3) business days shall be paid within five (5) business days. Errors of underpayment reported after three (3) business days shall be paid in the succeeding month's paycheck.
- B. Errors of overpayment shall be reported to the Association and the employee as soon as it is recognized. Overpayment shall be reimbursed to the District during the pay period following notification to the employee and Association. Overpayment errors which may create a financial hardship for the employee may be divided over multiple pay periods if requested by the employee. When mutually agreed upon between the employee and the District, it may be possible for the employee to make up the time necessary to reimburse overpayment.
- C. Health Room Assistants will work one (1) additional day (181) at their regular rate of pay for their regularly assigned time prior to the first student day of the year for health room preparation. This additional day will be paid as part of the Health Room Assistants' annual pay.
- D. Should the legislature authorize any additional funds specifically for Paraeducator employee salary increases, in addition to any negotiated salary increase related to IPD (Implicit Price Deflator) or state funded inflationary adjustment, the additional funds shall be passed through to Bargaining Unit Members.

SECTION 5.2 - LONGEVITY

Longevity shall be defined as continuous years of service with the District as of the employee's first day of work, regardless of prior union affiliation, and shall be used for salary placement only. Employees hired before February 1st of a school year will be granted a year's experience effective September 1st of the following school year, minus any unpaid leave(s) of absence or other breaks in service. Those hired after February 1st will

be granted a year's experience on September 1st of the second school year, minus any unpaid leave(s) of absence or other breaks in service.

- A. Military leave and unpaid leaves of absence in which the employee receives worker's compensation benefits shall be exceptions to this clause and shall not be considered breaks in service.
- B. Employees who move from another NTPS employee group to this unit shall retain their in-District experience for the purposes of qualifying for longevity pay.
- C. New employees hired from another school district who have similar occupational status may be placed on the salary schedule with credit for prior service.

SECTION 5.3 – OUT-OF-CLASSIFICATION PAY

In the event the District assigns an employee to perform services for a shift regularly performed by an employee with a classification within the bargaining unit having a higher rate of pay, the assigned employee shall be paid at Step One plus longevity of the higher classification while performing the work of said classification.

Employees who are requested to substitute for an employee from another NTPS bargaining unit will be paid at the substitute pay rate for that unit or at their regular rate of pay, whichever is higher.

Paraeducators may say no when asked and will not be required to substitute for another employee and will only substitute for certificated personnel in the case of an emergency. Those Paraeducators who have received District support to obtain emergency substitute certification may be directed to serve as a substitute teacher when no regular substitute is available. If a Paraeducator substitutes for another employee, a substitute will be requested for the Paraeducator's position in a timely manner.

SECTION 5.4 – SALARY

Salary Placement

Employees covered under this agreement shall be paid appropriate to their placement on Salary Schedule A or B. (Appendix A)

- A. Those employees whose positions are presently established on the salary schedule shall maintain their longevity and present educational level except, as the change in salary schedule might delete or add steps, placement would then be established in accordance with the new conditions. (*See Note in Appendix A).
- B. New employees who have met standard by documenting an AA, ATA, BA, higher degree, or successfully completing the ETS State Assessment will be allowed to

utilize qualifying credits and/or in-service hours taken after the date in which the standard was met for post standard placement.

- C. All new employees must have appropriate documentation of all coursework, training hours, and experience registered in the Human Resources Department within ninety (90) calendar days of their first day of work in order for the training/education and/or experience to be applicable to the current year salary. Documentation received after the cutoff date will be applicable for the following school year.

Salary Advancement

College credit or in-service hours to be applied toward advancement on the salary schedule, but not offered by the District, must receive prior approval. Employees shall submit to the Human Resources Department an application for approval of the course offering prior to taking the course. (Appendix B).

- A. Courses offered by the District and/or directly related to the employee's job will be the criteria used in evaluating eligible in-service hours.
- B. No advancement on the salary schedule shall be made until the appropriate documentation (original certificate of completion, official transcripts, verification of experience) is registered by the Human Resources Department no later than September 30 of the fiscal year.
- C. Any returning employee planning on advancement for the ensuing school year must adhere to the following:
 - 1. Have all necessary course work or experience completed prior to September 1 of the ensuing school year; and
 - 2. Have appropriate documentation on file on or before September 30th each year for advancement credit for that school year. Salary advancement shall not be credited any later than September 30th of the fiscal year. Documentation received after the cutoff date will be applicable for the following school year.

SECTION 5.5 - INSURANCE AND FRINGE BENEFITS

The District shall provide benefits through the School Employee Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Employees will qualify for benefits offered by SEBB when the District anticipates that the employee will work at least 630 hours during the given school year.

SECTION 5.6 - TRAVEL REIMBURSEMENT

Employees required to use their own vehicles for District business shall be compensated at the IRS rate for such travel consistent with current District policy, provided such usage has

prior authorization by the District. At no time will an employee be directed to transport a student in their private vehicle.

SECTION 5.7 - IN-SERVICE PAY

Employees who attend required in-services shall receive pay for such attendance at their rate of pay in effect at that time. Required in-services that fall beyond the employee's normal shift or on weekends shall be paid per Section 3.5.C.

- A. The District values the participation of employees in meetings occurring prior to school starting for the purpose of communicating, collaborating, and coordinating with classified and certificated staff of a building. Employees may be required by the principal or supervisor to attend staff meetings or in-services prior to the start of the school year. Employees so required will be paid their regular hourly rate of pay for attendance at such meetings.
- B. Employees who are required by their supervisor to participate in IEP conferences before or after their normal shift shall receive their normal rate of pay for the actual time spent from the end of their normal shift to the end of the conference.
- C. Any fees/registration costs for required in-services shall be paid by the District. Required activities that fall beyond the employee's normal shift or on weekends shall be paid per Section 3.5.C.

SECTION 5.8 - PROFESSIONAL DEVELOPMENT

To ensure relevant and specialized training that best allows for the improvement of professional knowledge, competence, and effectiveness of attaining the best instructional practices, professional development program(s) shall be developed collaboratively between the District and Association. To ensure this effort, the District shall allocate a minimum of \$25,000 per year towards professional development of NTPA Bargaining Unit members.

- A. The Professional Development Program shall be developed and evaluated annually by the District and Association representatives. Each party will have the right to select their representatives to the development and evaluation teams.
- B. Any funds left over in the professional development fund shall be carried over annually, and be supplemented, into the next school year's professional development fund. District required training offered outside the regular workday may not be funded through the Professional Development fund. The District shall provide an annual accounting of these funds to the Association no later than May 1 or when requested by the Association.
- C. Professional development programs may not be operative during any year the District is forced to implement a reduction in force, which may impact the bargaining unit due to a significant drop in State funding, and/or double Levy failure. In the event it should become necessary to limit Professional Development

Program(s), the District and the Association development and evaluation team shall convene and evaluate any potential impact(s) on the professional development program(s) and collectively assess how to best proceed, taking into account both the District's and NTPA members' mutual interests.

- D. Training in the Fundamental Course of Study (FCS) or Professional Educator Standards Board (PESB) Paraeducator Certificate Courses (PCC) will be offered, and Paraeducators will have the opportunity to complete training during years that the FCS and/or PCC are funded. The District will offer additional training hours, based on guidelines and funding for FCS/PCC, to be scheduled a minimum of three (3) times per year outside regular work hours. This training will be compensated for the number of hours outlined in the PESB guidelines at the Paraeducators' regular rate of pay on the pay warrant following confirmed completion of the full number of hours. Training opportunities will be available before the school year, at the conclusion of the school year, and twice during the school year on dates mutually determined with the Association. Saturday trainings will not result in overtime compensation except to the extent the employees' hours exceed forty (40) hours in the week. (Saturday training under this section will not be subject to Saturday provisions of section 3.5.C).

The District will also offer FCS/PCC training during conference week. Paraeducators choosing to complete FCS/PCC during conference week will receive compensation for hours beyond their normal contract time for these FCS/PCC trainings only. Such compensation shall not exceed the number of FCC/PCC hours provided by the state for the school year.

The District and Association will work together to offer additional opportunities for Paraeducators to receive FCS/PCC training through outside sources, such as WEA and the ESD. Paraeducators who are permitted to attend these approved trainings will receive compensation as otherwise provided in this section. Paraeducators will not receive compensation or credit for trainings not approved by the District.

1. Fundamental Course of Study: upon verified completion of the Fundamental Course of Study, Paraprofessionals will receive an additional \$0.25 per hour.
2. Starting in the 2025-2026 school year, upon verified completion of the General Paraprofessional Certificate, Paraprofessionals will receive an additional \$0.60 per hour.

- E. Paraeducators will be allowed to decide whether they work in their building or participate in professional development during conference week.

The District will offer equity training (inclusive of FCS training) to Paraeducators at least four (4) times per year.

- A. Paraeducators will attend four (4) hours of the two (2) building Learning Improvement Days (LID) for their school at the beginning of each year. These four (4) hours will be paid at their regular rate of pay. The school

administrator will determine which four (4) hours the paraeducator will attend. Paraeducators may be invited to attend additional time during the Learning Improvement Days at the discretion of their administrator. These additional hours will be paid at their regular rate of pay or may be trade time.

- B. The attendance capacity for paraeducator-exclusive Professional Development shall be reserved for bargaining unit members until 24 hours prior to the class start time when, if space allows, registration will be opened up for Paraeducator substitutes. Registration by substitutes will be given on a voluntary and non-paid basis.
- C. In order to retain qualified, support professionals, SLPA/COTA, LPN, Brailist, and Lifeguards shall receive \$100 per year to maintain required professional certification/licensure.

SECTION 5.9 - HEALTH SERVICES

Employees whose job descriptions include health/medical services will be provided training, as required by law and at least annually, prior to providing the services. All Washington Administrative Code requirements will be followed in providing these services. This training shall be compensated at the employee's regular rate of pay.

In accordance with District policies, Paraeducators will not be required to perform invasive procedures unless it is part of their job description or they volunteer with signed off, written consent and are trained at the District's direction.

Diapering/Hygiene of students will only be performed by Paraeducators whose job descriptions specify and detail those job duties in the job posting or if they volunteer and the parent has provided written consent or, in case of an emergency, verbal consent. When Paraeducators are diapering or doing hygiene related care of a student, two (2) adults should be present.

ARTICLE VI - GRIEVANCE PROCEDURE

Definition of Grievance - A grievance is defined as a claim filed by a grievant alleging that the District violated, misinterpreted, misapplied, unfairly applied, or did not apply provisions of this agreement.

Definition of Grievant - A grievant is defined as an employee, group of employees, and/or the Association with a grievance.

Contents of the Grievance - During each step where a grievance is reduced to writing, the written statement shall clearly specify:

1. The specific Agreement section allegedly violated.

2. When this alleged violation occurred.
3. In what way there has been a violation, misinterpretation, or misapplication of the Agreement.
4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
5. The name of the aggrieved person, the manner in which the grievant has been injured, and the proposed remedy or remedies for resolution of the grievance.

Days - Days shall mean workdays, except as specified herein.

Alternate Procedures for Special Situations - Provided the grievant and the immediate administrative supervisor agree, and the section grieved is not within the purview of the supervisor, Step One and/or Step Two of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Required Filing Procedure - Standard District forms shall be used for the filing of grievances and reporting the findings of investigations. (Appendix C)

Class Grievances - A single grievance claim may be initiated at Step Three in the interest of a group of grievant having a common complaint.

Cooperation - The administration and the grievant(s) will cooperate with each other in the investigation of any grievance, and further, will furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

Procedures - A grievance must be commenced at Step One within twenty (20) days of the action that gave rise to it. Grievance claims shall be processed as rapidly as possible, and the time limits provided shall be strictly observed.

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.

Step One

As it is most desirable for an affected employee or Association and the administrator whose actions prompted the perceived contract violation to resolve problems through free and informal communication, the employee and administrator shall attempt to do so. However, should such informal process fail to satisfy the claimant, then a grievance may be processed through the following steps:

Step Two

If the grievant is not satisfied with the disposition of the grievance at Step One, a formal written grievance may be filed with the administrative supervisor (see sample Appendix C). Such filing must be within (10) days of the Step One meeting. Copies will be transmitted to the superintendent or designee. A hearing, to be conducted within ten (10) days after receipt of the grievance, will be scheduled by the grievant and the supervisor.

Either one or both parties may request assistance from other staff members in resolution of the grievance. Within ten (10) days after the Step Two hearing, the administrator shall provide the grievant and the superintendent with a written answer to the grievance.

Step Three

If the grievance is not resolved at Step Two, the grievant may appeal the grievance to the superintendent or official designee within ten (10) days after receipt of the Step Two decision. A Step Three hearing shall be held within ten (10) days of the receipt of the appeal. At the Step Three hearing 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 designee will provide, within ten (10) days, the written decision to the grievant and the grieving's supervisor.

Step Four

If the grievance is not resolved at Step Three, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within ten (10) days of receipt of the Step Three response. The arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.

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 the inquiry and decision to the specific area of the contract as cited in the grievance form.

Arbitration Procedure - Hearings shall be conducted in accordance with the rules of the agency that was selected. The arbitrator's fees and expenses shall be borne equally by the parties. All other costs will be paid by the party incurring them.

The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending the action.

Grievance Procedure - No reprisals of any kind will be taken by the Board or the school administration against any employee because of their participation in this grievance procedure.

ARTICLE VII - MANAGEMENT RIGHTS

SECTION 7.1 - AUTHORITY

It is agreed that the statutory as well as the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. It is agreed that the District retains the right to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules and Human Resources policies

relating to the duties and responsibilities of classified employees and their working conditions and the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

ARTICLE VIII - HOLIDAYS AND VACATIONS

SECTION 8.1 - HOLIDAYS

All employees shall receive the following paid holidays which fall within their work year: Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President' Day, Memorial Day, and Juneteenth.

SECTION 8.2 - UNWORKED HOLIDAYS

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either the last shift preceding the holiday or the scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if the employee is absent on compensated leave either of such shifts.

SECTION 8.3 - WORKED HOLIDAYS

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday plus one and one-half (1 ½) times their base rate for all hours worked on such holidays.

ARTICLE IX - DURATION

This Agreement shall become effective September 1, 2024 and shall continue in effect until the 31st day of August 2027. This Agreement shall not be extended orally, and it is expressly understood it shall expire on the date indicated. This provision is not a waiver of rights under RCW 41.56.123. The District and Association shall meet prior to the expiration of this agreement to negotiate a successor agreement.

By mutual agreement, any or all parts of this Agreement may be reopened for collaborative negotiations at any time.

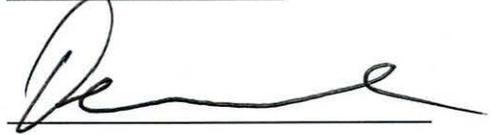
For the Association:



Janice Kennish

NTPA President

For the District:



Derrick Pete

Executive Director of Human
Resources

1/29/25

Date

Appendix A – SALARY SCHEDULES

Salary Increase

First year (24/25) Retroactive to September 1, 2024: Schedule B: Salary schedule longevity changes to include pay increases every 2 years up to year 10. \$1.33 was applied to the steps in the column labeled “State Standard Met” at 5-6, 11, 16, 21, and 25 years which then flowed into other lanes. Year 25 is a legacy position applicable only to Paraeducators employed at year 25 in the 24/25 school year. Once current Paraeducators in this step have left the district will be removed from the salary schedule. **Schedule A:** 3.7% increase.

This agreement reflects every member receiving a minimum of IPD of 3.7%.

Second year (25/26): IPD + 2%

Third year (26/27): IPD or 4% whichever is greater

Third year (26/27): IPD or 4% whichever is greater.

FINAL 2024-2025

North Thurston Paraeducators Association				
Salary Schedule B				
Years	State Standard Not Met	State Standard Met (State Test Only)	AA or Standard +35 (350 Clock hours) **	AA +30, BA, MA, or Standard +110 (1100 Clock hours) ***
1-2	\$23.15	\$25.28	\$25.98	\$26.98
3-4	\$23.15	\$25.80	\$26.50	\$27.50
5-6	\$23.66	\$26.08	\$26.78	\$27.78
7-8	\$23.66	\$26.23	\$26.93	\$27.93
9-10	\$23.66	\$26.40	\$27.10	\$28.10
11-15	\$24.14	\$26.60	\$27.30	\$28.30
16-20	\$24.63	\$27.12	\$27.82	\$28.82
21+	\$25.16	\$27.62	\$28.32	\$29.32
Sub Rate (90%)		\$22.75		

** Standard +35 rate equals State Standard Met rate plus \$0.70.

*** AA +30, BA, MA, or Standard +110 rate equals Standard +35 rate plus \$1.00.

**** Only Schedule B paraeducators with 25 years at time of ratification.

North Thurston Paraeducators Association Salary		
Schedule A		
Years	SLPA/COTA/ Behavior Associate/ LPN/Homeless Liaison	SUBSTITUTE RATE
1-5	\$33.22	\$29.89
6-10	\$33.88	
11-15	\$34.57	
16-20	\$35.25	
21-25	\$35.96	
26+	\$36.70	

*All Paraeducators currently on Schedule A at the time of ratification will remain on Schedule A for the remainder of their employment. Newly hired Career Center Specialists, Braillists, and Home Visitors will be placed on salary schedule B.

*Schedule A	BASE 1-5	6-10 YEAR	11-15 YEAR	16-20 YEAR	21-25 YEAR	26+ YEAR
Career Center Specialist	\$26.88	\$27.38	\$27.95	\$28.50	\$29.08	\$29.63
Home Visitors	\$27.48	\$28.02	\$28.29	\$29.16	\$29.73	\$30.28
Braillist	\$28.04	\$28.62	\$29.20	\$29.79	\$30.46	\$31.01

APPENDIX C - SEVEN STEPS of JUST CAUSE

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