

**PORT ANGELES
PARAEDUCATOR ASSOCIATION**

AND

PORT ANGELES SCHOOL DISTRICT #121

PORT ANGELES SCHOOL DISTRICT

Collective Bargaining Agreement 2025-2027

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Contract Agreement Between the
Port Angeles Paraeducator Association
and the
Port Angeles School District No. 121

Preamble

In order to effectuate the provisions of RCW 41.56, the Public Paraeducators Collective Bargaining Action, and to promote the continued improvement of the relationship between the school district and the Paraeducators of said district, this Agreement is made and entered into on this 1st day of September 2023 by and between the District and the Association and shall continue in effect until August 31, 2025.

ARTICLE I: ADMINISTRATION

Section 1 – Recognition

- 1.1.1 The District hereby recognizes the Port Angeles Paraeducator Association as the exclusive bargaining representative for all classified Paraeducators in the bargaining unit described in Section 1.1.2 excluding any person, pursuant to RCW 41.56, whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the executive head or Board of Directors.
- 1.1.2 The bargaining unit to which this Agreement is applicable is all Paraeducators with the general generic job classification title of Paraeducators; Substitute Paraeducators who have worked twenty (20) consecutive days in the same position or thirty (30) non-consecutive days in the last twelve (12) months will also be part of the bargaining unit, provided however that the only provision of this agreement that will apply to such substitutes is the wage rate for substitute Paraeducators found on Appendix A – Paraeducators Salary Schedule.
- 1.1.3 The term "Paraeducator" when used hereinafter in the Agreement shall refer to all Port Angeles Paraeducators as defined in Section 1.1.2, except substitutes.
- 1.1.4 The term "WEA" or "PAPEA" or "Association" when used hereinafter in the Agreement shall refer to the Paraeducators.
- 1.1.5 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and the feminine; and words denoting number shall include both the singular and plural.

Section 2 – Status of the Agreement

- 1.2.1 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.
- 1.2.2 Any individual contracts that may be issued shall be consistent with the terms of the Agreement. Such contracts shall state that they are subject to the terms and conditions of this Agreement.
- 1.2.3 This Agreement may be reopened on any item(s) during the term of this Agreement by mutual consent of the parties.

Section 3 – Conformity to Law

- 1.3.1 If any provision of this Agreement or any application of this Agreement to any Paraeducator or groups of Paraeducators covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of the Agreement shall continue in full force and effect. In the event a provision(s) is determined to be contrary to law, such provision shall be renegotiated.

Section 4 – Distribution of Agreement

- 1.4.1 The style and format shall be agreed on by the Association and the District.
- 1.4.2 There shall be two (2) official signed copies of the final agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.
- 1.4.3 Within thirty (30) days following ratification and signing of this Agreement, the employer shall post the Agreement on the District website.

Section 5 – Agreement/Administration/Interpretation

- 1.5.1 Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to the interpretation or compliance with this Collective Bargaining Agreement or other problems. When a request is made, the meeting shall be held within a reasonable amount of time.

ARTICLE II: BUSINESS

Section 1 – Dues, Deductions and Representation Fees

2.1.1 Membership

Each Paraeducator subject to this agreement on the effective date of this agreement, is eligible to become a member of the association. Association representative will give each new hire or non-member the opportunity to sign a membership form at any time. Such authorization shall continue in effect, year to year, unless the employee provides a signed and dated letter of resignation of membership directly to Washington Education Association. The association will forward the names of the employees who have submitted letters of resignation from the association to the district in a timely manner.

2.1.2 Hold Harmless

The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

2.1.3 Check off

The District shall deduct dues or service charges from the pay of any Paraeducator who authorizes such deductions in writing, by signing a membership form or using “ejoin”, pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the WEA on a monthly basis. Annual dues will be transmitted to the local PAPEA Treasurer in October.

Section 2 – Rights of the Association

2.2.1 Bargaining in Good Faith

The District shall furnish such information required to fulfill its obligation to bargain in good faith with Paraeducators and to handle grievances, provided that such information does not include items that may be privileged unless furnishing such information is otherwise authorized.

2.2.2 Bargaining Unit Work

All Paraeducator duties are considered bargaining unit work. Bargaining unit work is defined as duties performed by Paraeducators as part of their regular job assignment. This covers any duties added by a building administrator not included on the Job Description, but within a Paraeducators scope of work. No bargaining unit work will be performed or contracted out to organizations or agencies outside of Port Angeles School District. This includes, but is not limited to groups such as AmeriCorps, or any privately-operated agency.

Any Contracted out “work” or worker shall not:

1. Displace a Paraeducator or a position, including partial displacement such as reduction in hours, wages, or benefits.
2. Perform any services, duties or engage in any activities that would otherwise be performed by a Paraeducator as part of the assigned duties.
3. Supplant the hiring of Paraeducators.
4. Take the place of duties performed by a recently re-assigned, transferred, retired, resigned, or terminated Paraeducator.
5. Replace a Paraeducator on any type of leave (i.e. sick day) or absence.
6. Perform work which needs to be “subbed” out.
7. Limit a Paraeducators recall rights due to a Reduction in Force or Displacement.

2.2.3 Paraeducator Listing & New Hire Notification

The District shall furnish the Association a seniority list and a listing by name of all Paraeducators, date of hire, hours of employment, and their work location by October 1 and March 1 of each year. Additionally, the District shall furnish the Association the full name, phone number, address, work location, and position with hours of all new Paraeducators at the time of hire.

The Association shall notify the District within ten (10) working days of any corrections that need to be made on the seniority list.

2.2.4 Mutually Scheduled Meetings

Whenever any representative of the Association or any Paraeducator is mutually scheduled by the parties to participate during working hours in labor management meetings, negotiations, grievance proceedings or other such meetings, they shall suffer no loss in pay.

2.2.5 Use of Facilities

During the work day, duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that the representative first notifies the building principal of his or her presence and such business does not disrupt the educational process of the District.

School facilities can be used for Association meetings at reasonable times during non-duty hours provided that such use is approved by the building administrator. The Association representative shall check with the building administrator to assure there is no conflict because of a previously scheduled meeting. The Association agrees upon request to reimburse the District for any extra direct costs resulting from Association use of District facilities.

2.2.6 Use of School Equipment

The Association can use school equipment including computers, photocopiers, and other equipment normally available to Paraeducators after school hours, provided that such equipment shall not be removed from school property. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal and that: a) the use is strictly to service the legitimate business of the local Association such as records, notices, correspondence, etc., b) the purpose is for internal business use of the Association and is not for public distribution, c) supplies, in connection with such equipment use, will be furnished or paid for by the Association.

2.2.7 Interschool Mail, Bulletin Boards and District Email

Dedicated space will be provided to each member for the retrieval of interschool mail. Interschool mail facilities can be used by the Association provided that materials are labeled as Association business and contain the name of the authorized Association representative distributing such materials.

Every effort will be made to assure for Association access to bulletin board space at each work site.

Members may use district email to communicate Association business, provided that all regular district internet and email use policies and guidelines are followed.

2.2.8 Site Centered Decisions

As the District plans for the future and restructures, the District will involve the Association in discussions about involvement in site-centered decision making. The Association may participate in all activities within the parameters set by the District and site-centered decision making team. The Association's participation may include individual site team participation, District level site-centered decision making committees, and any District level

management/governance group established to facilitate the implementation and functions of site-centered decision making.

2.2.9 Association Access to New Hires

It is understood the Association has access to newly hired Paraeducators for the purpose of presenting information about the Association. The presentation may occur at a time mutually agreed to by the District and the Association. This access will occur within 90 days of the employee's start date for no less than 30 minutes. The District may agree to longer and more frequent new employee access. Access will occur during the employee's regular work hours at the employee's regular worksite, unless another time and place is mutually agreed to by the District and Association. This access may be provided during the new employee orientation. Employees may not be mandated to attend the meetings or presentations.

Section 3 – Management Rights

2.3.1 Rights, Duties and Prerogatives of Management

All rights, duties, and prerogatives of management including the right to use volunteers shall remain exclusively within the control of the District except as limited by this Agreement and the statutes of the State of Washington.

ARTICLE III: PERSONNEL

Section 1 – Employment Procedures

3.1.1 Certification (Fundamental Course of Study and General Certificate)

The District will provide a total of twenty-eight (28) hours of paid time to access appropriate trainings each year for all members. All paraeducators hired before the first day of classes will be provided with training necessary to complete the Fundamental Course of Study (FCS) requirements. After completion of the FCS, paraeducators must complete the General Paraeducator Certificate within the timeline set by the State.

A joint staff development and training committee will be created and tasked with identifying training opportunities that will provide input into annual training. The committee shall meet a minimum of two (2) times per year during regular school hours and include two (2) paraeducator members selected by the Association.

If a Paraeducator misses District provided training, they may use another state approved provider. The District will also support the use of Professional Growth Plans (PGP) as allowed by OSPI.

All paraeducators who complete the FCS will be paid a \$400 completion stipend.

In the event of a change in state funding or requirement for paraeducator certification the parties will bargain modifications to the CBA or to District practice that these changes may necessitate.

3.1.2 Seniority

The seniority of a Paraeducator shall be established as of the first work date as a regular Paraeducator in the District. Paraeducators that are hired in a leave replacement, a one year only, or a remainder of the year position, shall not accrue seniority in the bargaining unit, except that an Paraeducator working more than 135 consecutive days and hired within the first thirty (30) working days of the subsequent school year, shall have established as their seniority date the first day of the prior year's leave replacement assignment

3.1.3 Resignation

A Paraeducator who is resigning shall give fourteen (14) calendar days' notice. A resigning Paraeducator shall be entitled to all accrued benefits, unless proper notice has not been given.

3.1.4 Orientation

All Paraeducators new to the District shall meet with a building administrator for the purpose of receiving orientation specific to their job assignment, within their first five (5) working days. This meeting will last no more than two (2) hours. (See Appendix B – Paraeducator Building Orientation Checklist) A checklist verifying completion of the general and building level orientation will be filed at the district office in the Paraeducator's personnel file. Employees new to a work site will be provided one (1) full day to shadow staff members whose responsibilities and job duties pertain to their new job assignment.

For those Paraeducators assigned to work with students requiring special health care support, additional training will be provided to meet student needs. No Paraeducator is allowed to dispense or administer medication unless trained by a school nurse and authorized to do so. This training will be provided by licensed or certificated staff prior to the Paraeducator performing these procedures. (See Appendix B-1 – Paraeducator Specialized Orientation & Training Checklist.)

All transferred Paraeducators will be provided one (1) full day to shadow staff members before working with students.

3.1.5 Classroom Coverage

When a para educator who has an emergency teaching certificate provides classroom coverage, they shall be paid their regular rate of pay plus an additional \$10/hour. The pay is based upon 15-minute increments, with a minimum of 15 minutes' compensation. This coverage shall not be regularly scheduled or assigned in the para educators contracted day.

If a para educator without an emergency teaching certificate is covering a classroom, the coverage will not exceed 1 hour, and shall be paid at their regular rate of pay.

3.1.6 Probationary Paraeducator

All Paraeducators new to the District shall be probationary Paraeducators for a period of ninety (90) working days, and this section shall cover probationary Paraeducators during the probationary period.

A new Paraeducator shall not be permitted to apply for a separate position during the initial 30 working day period, or during the full 90 working day period of probation when performance deficiencies have been identified.

The immediate supervisor will, during the first days of employment, clearly define the duties and responsibilities of the position and will provide constructive performance review during the first ten (10) working days of new employment.

If the new Paraeducator's job performance is not acceptable, no later than the end of the first sixty (60) working days, the immediate supervisor shall, in private conference, discuss the new Paraeducator's deficiencies and outline, in writing, performance standards that must be met within the next thirty (30) working days, with suggestions to improve performance.

If by the conclusion of the thirty (30) working day period, these performance standards are not met, the immediate supervisor will inform the Paraeducator of the recommendation to be made to the Superintendent that said Paraeducator's services are to be terminated.

During the period of probation, the supervisor shall have the right to accelerate the process in order to address instances of more serious deficiency.

3.1.7 Assignment of Additional Permanent Time

In the interest of maintaining program consistency, the building or program administrator may assign up to 60 minutes per day of additional permanent time (annually) to an existing Paraeducator. Additional time in increments exceeding 60 minutes will be posted. However, a Paraeducator or building principal/district administrator may not negotiate a reduction of the total assigned number of permanent hours of a Paraeducator.

If the administrator determines not to make such assignment on the basis of program consistency (e.g. working with the same student(s), same teacher or job responsibility), the time will be offered at the building site beginning with the Paraeducator with the highest seniority. If the time cannot be filled at the site, it will be posted District-wide. In the event additional hours are available during the summer months, the same procedures apply.

3.1.8 Reasonable Assurance and Probable Assignment Letters

Paraeducators shall receive, in writing, a letter of employment status ("Reasonable Assurance") on or before May 15th. A letter of probable assignment for the following school year will be mailed no later than five (5) working days before the Paraeducators' first scheduled work day. The Paraeducator work calendar will be provided with the Reasonable Assurance letter.

Section 2 – Due Process and Just Cause

3.2.1 Paraeducator Disciplinary Rights

Any written or verbal complaint made against a Paraeducator must be called to the attention of the Paraeducator within ten (10) working days of the time the complaint was made. Any complaint made against an Paraeducator or derogatory material not called to the attention of the Paraeducator within ten (10) working days after receipt, composition or investigation

will not be allowed as evidence in any grievance, unfavorable evaluation or in any disciplinary action against such Paraeducator. The notification to the Paraeducator must include the issue that generated the complaint and the date and time of the alleged incident. At the time of notification, the Paraeducator will be given specific details of the allegations as known to the district. If to do so would in the District's judgment impair the investigation of the complaint, the District may request to discuss with the Association a waiver of the provision to provide specific details.

3.2.2 Paraeducator Right to Representation

Prior to any conference in which the Paraeducator reasonably believes may result in disciplinary action, the Administrator shall advise the Paraeducator that he or she, may have a representative of the Association present. If the Paraeducator declines representation, the administrator will have the Paraeducator sign a waiver to verify the declination (see Appendix E - Form to Decline Association Representation). A copy of Appendix E will be provided to the Association President no later than five (5) days after declination. Anytime during a conference, the Paraeducator may request representation.

3.2.3 Progressive Discipline

No Paraeducator will be disciplined without just cause. Verbal warning and Letter of Direction shall be non-disciplinary. The level of disciplinary action taken against a Paraeducator (including, but not limited to written reprimand, suspension, or discharge) shall generally be progressive, and appropriate to the behavior which precipitates such action.

1. Prior to issuing discipline, non-disciplinary Letters of Direction may be issued. The Letter of Direction shall guide and advise the employee on future conduct, be non-disciplinary in nature, contain no determination of wrong-doing on the part of the employee, and will not include a suggestion that future acts of a similar nature will be disciplinary.
2. The District will advise the employee that they may have Association representation when receiving a Letter of Direction.
3. The District will consider removing a Letter of Direction from an employee's file if a request is received from the employee after one (1) calendar year from the date of the applicable occurrence. The District will remove a Letter of Direction from an employee's file if a request is received from the employee after two (2) years from the date of the applicable occurrence.
4. Letters of Direction are not subject to the collective bargaining agreement's grievance procedures provided that they meet all of the above criteria.

Section 3 – Layoff and Recall

3.3.1 Term

The term "layoff" as used herein refers to action by the Board reducing the number of Paraeducators and shall mean termination from employment for other than disciplinary reasons.

3.3.2 Layoff Notice

In the event of layoff, the Board shall provide thirty (30) calendar days written notice to all affected Paraeducators, and the association leadership, before layoff occurs. Notice of layoff may not be given during summer vacation.

3.3.3 Initiation of Layoff

The layoff (RIF) process will be initiated by the District.

3.3.4 Layoff Process

Any layoff of Paraeducators shall be accomplished using overall district seniority, regardless of funding category/source. Staffing adjustments resulting from the layoff of Paraeducators will be based on district seniority. The process will assure that the senior Paraeducator maintains access to their existing hour total either within the building to the number of hours reduced from their schedule, or, access to a single position of equivalent hours within the district.

Should the process provide access to a position that results in more than one hour daily in excess of the total number of existing hours of the impacted senior Paraeducator, that position will be first opened to all members of the bargaining unit not currently on the RIF list.

In the event of more than one individual Paraeducator having the same ranking, the Paraeducator with the earlier hire date as a Paraeducator shall be retained. If ties exist, all Paraeducators so affected shall participate in a drawing by lot to determine position on the seniority list. Such drawing shall be done openly and in the presence of the affected Paraeducators.

3.3.5 Recall

Following notice of layoff, the Paraeducator shall be placed into the re-employment pool in order of seniority for a period of eighteen (18) months from the last day worked. A Paraeducator on the recall list more than 12 months after the last day worked will not accrue seniority.

It is the responsibility of the Paraeducator to provide up-to-date contact information to the district for notification purposes.

Available positions will be filled in order of seniority. A Paraeducator may choose to decline any position that is less than their previous number of hours and retain their seniority standing in the pool. A Paraeducator may decline a position that is equal to or more than their previous number of hours two (2) times and retain their seniority standing in the pool. However, if the Paraeducator declines a position a third time that is equal to or more than their previous number of hours, the Paraeducator's name will be removed from the re-employment list. No new Paraeducators shall be employed to fill existing or new assignments until the position has been declined by each Paraeducator in the pool.

3.3.6 Benefits During Layoff

Any Paraeducator laid off shall retain accrued benefits if the Paraeducator is rehired by the District. During the period required by COBRA laws after a Paraeducator is laid off, they shall have the right to maintain health insurance coverage at no cost to the District. Payment by the laid off Paraeducator shall be made directly to the carrier.

Section 4 – Paraeducator Rights

3.4.1 Right to Membership in Association

Pursuant to the rights, duties and remedies of the Washington Public Paraeducators Collective Bargaining Act, RCW 41.56, hereinafter referred to as the "Act," the District hereby agrees that every Paraeducator as herein defined shall have the right to freely organize, join, and support the Association. Both the Association and the District agree that they will not discriminate against any Paraeducator because of membership or non-membership in the Association.

3.4.2 Right to Privacy

The private and personal life of any Paraeducator is not within the appropriate concern or attention of the District unless it affects the performance of duties.

3.4.3 Right to Non-discrimination

The District shall not discriminate against employee on the basis of race or ethnicity, creed, color, sex, sexual orientation, gender expression or identity, national origin, age (over forty [40]), marital status, religion, life-threatening illness, the presence of any sensory, mental or physical disability, use of a trained dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, reliance on public assistance, status as a disabled or Vietnam-era veteran, honorably discharged veteran or military status, or political opinions, affiliations, or activities, unless based upon a bona fide occupational qualification, in the administration or application of the terms of this Agreement. The parties recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions insofar as there is no conflict with other provisions of this Agreement.

3.4.4 Health and Safety Concerns

The District shall continue to minimize the risk of injury to Paraeducators from any student who engages in potentially dangerous behaviors by (1) sharing relevant information with Paraeducators regarding these students to the extent permitted by law; (2) the Paraeducator will file an incident report when a student engages in dangerous behaviors that lead to an injury, and (3) providing timely training to Paraeducators serving students who engage in potentially dangerous behaviors.

When health and safety concerns arise, the Paraeducator will first work out such concerns with the teacher or the principal/designee. If the concern is not resolved at the building level, it is the Paraeducator's responsibility to contact the Association President.

Worker's Compensation – Worker's Compensation is an insurance program which covers job-related injuries and occupational diseases. The employee is protected in two ways:

- A. Medical costs resulting from job injuries are paid; and
- B. Injured employees are paid a partial wage while off work because of job injury or illness due to on-the-job causes.

When an employee is injured on the job with time loss, the District will grant full sick leave for the first three (3) days provided the employee has accumulated sick leave to cover the absence. For each day covered by Worker's Compensation, the employee may use accumulated sick leave to make up the difference between Worker's Compensation payments and the employee's regular salary. In such instances, total pay shall not exceed the employee's regular pay.

3.4.5 Right to Association Representation

A Paraeducator may request to have an Association representative at any investigatory conference with a building or district administrator that the Paraeducator reasonably believes may result in disciplinary action.

3.4.6 Instructional Planning

Paraeducators are employees who work under the direct supervision of a certificated teacher and/or a certified ESA (Educational Staff Associate).

- (1) The teacher prepares the lesson and plans the instructional support activities; and
- (2) The paraeducator works in close and frequent proximity with the teacher.

The teacher must make sure that the Paraeducator follows direction and the lesson plan carries out their instructional support duties based on the learning goals set for each unit of study. Paraeducators do not provide curriculum or lesson plans for student instruction.

Section 5 – Personnel Files

3.5.1 Review of Personnel File

Paraeducators shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, any documents contained therein shall be afforded the Paraeducator at his cost. No secret personnel file shall be kept anywhere in the District. Both Association and District representatives may be present in any review of personnel files. Upon request by the Paraeducator or the District, contents of the personnel file shall be certified by the signature of the Paraeducator.

3.5.2 Notification of Derogatory Material

No evaluation, correspondence, written disciplinary action or other material making derogatory reference to a Paraeducator's character or manner shall be kept or placed in the personnel file without the Paraeducator's knowledge and opportunity to attach his own comments.

3.5.3 Removal of Materials from Personnel File

It is understood that evaluation reports will be maintained in the personnel file. An incident that may form the basis for any written reprimand, disciplinary action, or adverse effects may be documented in the personnel file. A Paraeducator may request the removal of derogatory material after such material has been in the personnel folder for two (2) years, but the District reserves the right to deny such requests.

3.5.4 Educational Advancements

Evidence of educational advancements shall be included in the Paraeducator's personnel file at the request of the Paraeducator.

Section 6 – Paraeducator Evaluation

3.6.1 Performance Evaluation

Monitoring or observation of the work performance of a Paraeducator shall be conducted openly and the Paraeducator shall be given knowledge of observation prior to such observation. The evaluator is encouraged to consult with the Paraeducator's supervising staff member(s) for the purpose of collecting information applicable to job performance. Appendix C – Performance Evaluation is not to be used for the purpose of collecting this information. Behavior detrimental to performance which is observed by means other than through formal observations may be included in an evaluation. A Paraeducator shall be given a copy of any observation report or evaluation report prepared by their evaluators at least one day before any conference to discuss it. No such report shall be placed in the Paraeducator's file without prior conference with the Paraeducator. See attached evaluation form to be used, Appendix C. This performance evaluation form shall be completed by administrative staff.

3.6.2 Evaluation Procedure

1. Evaluation reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations made.
2. Such reports shall be addressed to the Paraeducator.
3. Such reports shall include, when pertinent:
 - a. Strengths of the Paraeducator;
 - b. Weaknesses of the Paraeducator;
 - c. Specific suggestions as to measures which the Paraeducator might take to improve his performance in each of the areas wherein weaknesses have been indicated.
4. Each Paraeducator shall be evaluated with an evaluation conference at least once per year. Such reports and evaluation conferences shall be completed and presented to the Paraeducator by June 1st. At any time during the school year an informal or formal evaluation may occur.
5. In the event a Paraeducator is evaluated and does not meet job performance expectations, a condition which could ultimately lead to dismissal, the district will provide the Paraeducator a written plan of improvement (See Appendix D-Paraeducator Plan of Improvement). The Paraeducator will be given a reasonable amount of time, not to exceed sixty (60) working days, to meet job performance expectations. During the improvement period, feedback will

be provided based on scheduled and unscheduled observations. A minimum of three scheduled evaluation meetings shall be provided. During the period of time that the plan of improvement is in effect, the Paraeducator shall not be entitled to apply for an alternate position.

Section 7 – Vacancies, Transfers, Displaced Paraeducators and Temporary Time

3.7.1 Vacancies

The District reserves the right to assign a substitute for a position expected to last less than sixty (60) working days during the current school year rather than post such position. If the position is continued into the next school year, it will be posted as regular time.

Any vacant positions, including those resulting from resignation, layoff, or a new position will be opened to members of the entire bargaining unit. Paraeducators who desire to apply for an open position may file a written or electronic statement of such desire with Human Resources. All positions will consist of consecutive working hours; there will be no split shifts.

It is understood there will be circumstances where a position is posted as a leave replacement, a one year only, or a remainder of the year position Paraeducators hired for these positions will become Association members to the extent they are covered by Section 1.1.2 and Section 3.1.2.

It is understood that there may be technical requirements specific to a particular position. If more than one Paraeducator has applied for a position, the Paraeducator with the highest seniority shall be assigned to the open position. In the event the District believes the most senior Paraeducator is not qualified for the position based on the job posting, a meeting will be held between the District and the Association President within five (5) working days to discuss the matter. The hiring decision will be placed on hold until this meeting occurs. If the senior employee is not selected for the position, the employee will receive written notice of the decision and rationale. A Paraeducator moving to a new position shall have up to two (2) working days to decline the assignment and return to their previous position.

Notice of all vacancies shall be posted in and out of District, with the understanding that only current Paraeducators or Paraeducators in the re-employment pool who apply for the position within the first five (5) days of posting will be considered, in order of seniority. If a position is not filled in the first five (5) days, a current Paraeducator may apply for a position which is advertised for a longer period of time; however, the current Paraeducator is not guaranteed an interview or the position. Vacancies will be posted on the PASD website.

It is the responsibility of the Paraeducator to access this information, in person, by phone, by email or by proxy from the District office.

A posted notice shall include the minimum qualifications, a description of the specific position, location and hours of the job opening, and the application deadline. It is understood if a job posting is incomplete, the Association will request the job be reposted with complete information per this section.

While the District does not normally post any positions as being “one-on-one student specific support”, if a Paraeducator accepts a position listed as such, they will follow the student as they moves through grades and the school system.

3.7.2 Transfers

A. Voluntary Transfer/Internal Transfer

1. The internal transfer of Paraeducators to a new assignment within the District shall occur when the position has been filled by the selection of a current Paraeducator or a Paraeducator from the re-employment pool.
2. If the District believes there is a fair and reasonable explanation to delay a transfer, then they shall meet with the Association to try to reach a consensus on any possible change in the start date. If a consensus cannot be reached, then the transfer shall occur no later than three (3) work days after the selection if a current Paraeducator or a Paraeducator in the re-employment pool.

B. Involuntary Transfers

Prior to an involuntary transfer decision being made, the Association President will be contacted. A conference shall then be held with the Paraeducator(s), Association President, and supervisor for the purpose of discussing reasons prior to the transfer.

C. All transferred Paraeducators will be provided one (1) full day to shadow staff members per section 3.1.4 of the Orientation process.

3.7.3 Displaced

A Paraeducator displaced as a result of reduced or eliminated hours can apply for an open position. If an open position does not exist, the layoff (RIF) process will be initiated by the District in accordance with the procedures outlined in section 3.3.4 of this agreement.

3.7.4 Temporary Time

The building administrator will determine whether to offer temporary time on the basis of program consistency (e.g., working with the same student(s), same teacher or job responsibility) or by offering at the building site beginning with the Paraeducator with the highest seniority. If the time cannot be filled at the site, it will be offered District-wide. The District may fill the time with a substitute for the five (5) days while advertising District-wide or after it has been offered to all members of the bargaining unit and none apply. Temporary hours are recorded on a timesheet, are considered temporary and may or may not last until the end of the school year. Temporary time is only offered to substitute Paraeducators after it has been offered to all members of the bargaining unit and none apply.

A. Temporary Transportation Time

In addition, up to one hour of daily time may be assigned on a temporary basis for the purpose of attending to the transportation needs of a student with special needs.

B. Classroom Overload Temporary Time

Additional time assigned for the purpose of supporting classroom overload will be considered temporary based upon enrollment status. If it is not possible to assign overload time to existing Paraeducator staff in the building, the time shall be posted. If the actual building hours exceed the generated basic allocation, the existing Paraeducators' schedule for the building may be adjusted.

All temporary additional time is not permanent and may or may not last until the end of the school year. All temporary time will be recorded on a timesheet.

If the administrator determines not to make such assignment on the basis of program consistency (e.g. working with the same student(s), same teacher or job responsibility), the time will be offered at the building site beginning with the Paraeducator with the highest seniority. If the time cannot be filled at the site, it will be posted District-wide.

Section 8 – Annual Days, Hours of Work and Overtime

3.8.1 Annual Work Calendar

The annual Paraeducator work calendar for will include 184 workdays, other than those Paraeducators on individual work calendars. These days include student instructional days and four (4) training days. Two of the days will be funded by the District, and the other two are to be funded by the State. In the event that the State withholds funding, those training days will be cancelled, and the contract will revert to 182 days.

3.8.2 Schedule

The regular work week shall be Monday through Friday.

Work schedules showing the Paraeducator's shifts, workdays, contracted assignment, and hours shall be made available to the Building Representative.

Paraeducator's schedules within each building shall include a reasonable transition time between assignments and/or duties to allow for travel and/or prep work.

A Paraeducator or building principal/district administrator may not negotiate a reduction of the total assigned number of permanent hours of a Paraeducator.

3.8.3 Email Communication

Whereas email is a primary tool for intra-district communication, each Paraeducator may request a minimum of ten (10) minutes to access district email each day. Time will be scheduled by mutual agreement between the Paraeducator and building administrator for this

purpose. Each building administrator will ensure that there is at least one computer with printing capabilities available for Paraeducators.

3.8.4 Breaks and Lunch Periods

Each shift of five hours or more per day shall be allowed a thirty (30) minute, uninterrupted, unpaid lunch period, when the Paraeducator is free to leave the worksite. Each Paraeducator working more than three (3) consecutive hours shall receive a fifteen (15) minute rest period scheduled near the midpoint of the work period, if practical. Only Paraeducators working 8 hours per day will receive two fifteen (15) minute rest periods.

3.8.5 Extra Time

In the assignment of extra time, the District shall provide the Paraeducator notice twenty-four (24) hours prior to the extra time assignment, if possible. All extra time worked in excess of forty (40) hours per week shall be paid at one and one-half times the Paraeducator's hourly rate.

Paraeducators will be paid for all assigned hours.

3.8.6 Extra-curricular Work

Extra-curricular hours initiated by the Paraeducator will be paid at the extra-curricular supervision rate on the Classified Salary Schedule. It is the Paraeducator's responsibility to ensure that the addition of these hours does not cause the Paraeducator to exceed a forty hour work week. In an emergency, the Building Administrator/Athletics Director may authorize hours in excess of forty. Extra-curricular duties may include ticket sales, supervision, and basketball shot clocks. Paraeducators may submit their letter of interest for extra-curricular hours to the administrator in charge of game management/activities.

3.8.7 Emergency School Closure/Late Start

When the District closes school all day due to an emergency, Paraeducators do not work. Paraeducators will make up the lost work day(s) on any student days added to the school year for lost instructional days. Paraeducators will not lose any paid work days out of their annual calendar.

On days when the District calls a school delay with a Late Start schedule due to an emergency, the District and the Association believe it is in the best interest of Paraeducators to report to work as close to their normal start time as it is safe to travel. It is assumed Paraeducators will check in with their supervisor upon arrival and make up any lost time or take appropriate leave.

Emergency Closure: Paraeducators who show up in building before schools has been canceled for the day (ex. Snow Day) shall be allowed to flex that time with their supervisor's approval. However, no employee shall be entitled to any such compensation in the event that they have actually been notified by the District of the closure at least thirty (30) minutes before the employee's start time.

Section 9 – Holidays and Vacations

3.9.1 Paid Holidays

Paraeducators are eligible and will receive the following paid holidays imbedded in the pay scale in Appendix A. Paraeducators who are required to work on the holidays listed below, shall receive the pay due them for all hours worked on such holidays plus holiday pay (already imbedded in the wage scale in Appendix A). * If a Paraeducator works the day prior or the day after Independence Day, they will receive holiday pay.

1. New Year's Day
2. President's Day
3. Memorial Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Day before Christmas
9. Christmas Day
10. Independence Day*
11. Day before New Year's Day
12. Martin Luther King Jr. Day

3.9.2 Vacation Allowance

The regularly scheduled vacation allowance was embedded into the wage scale in 2018 based on the following schedule:

Steps	In-District Experience	Amount
1	0-3 years	12 Days
2	4-9 years	16 days
3	10-14 years	18 days
4	15+ years	22 days

3.9.3 School Calendar Committee

Annually, a joint School Calendar Committee will be appointed which includes a PAPEA representative(s). The Association will be given time to obtain input from the membership, if needed, regarding calendar options. Should there be legislative changes that impact the school calendar or should the District need to alter the work year to meet emergencies, the District agrees to meet with the Association to discuss the impact in a labor/management meeting or through negotiations.

The Association and the District recognize that to permit staff, students, and parents to make plans for their own work and vacation schedules, they shall mutually establish the traditional school calendar.

Using the following criteria the school calendar will be implemented as follows:

1. In years when Labor Day falls on September 1, 2, 3 or 4, school will commence on the first Tuesday following Labor Day. In years when Labor Day falls on September 5, 6, or 7, school will commence on the Thursday preceding Labor Day.
2. The winter break will be two (2) consecutive weeks scheduled in December and early January.
3. The spring break will be one (1) week, scheduled the first full week of April.
4. School closure make-up days will be recommended by the District Calendar Committee, with a preference that they be scheduled after the last student day.

It is agreed that the District and Association will meet annually to review the traditional calendar.

Section 10 – Salaries and Salary Payment

3.10.1 Salary, Increments, Pay Dates

Salaries for Paraeducators subject to this Agreement during the term of the agreement are contained in Appendix A and attached hereto and by this reference incorporated herein.

Increment steps shall take effect on the anniversary date of hire as a regular Paraeducator.

Monthly paychecks shall be issued on the last payroll department work day of the month.

For the purpose of placement on the salary schedule, employees shall receive credit for a full year provided the employee is on the payroll prior to February 1st of that school-year. All anniversary dates will be defined as September 1st.

3.10.2 Travel Reimbursement

When assigned to travel from one building site to another in their own private vehicle during working hours, a Paraeducator shall be reimbursed for such travel at the federal mileage rate.

3.10.3 Insurance Benefits

Employees who work or are anticipated to work 630 hours or more in a work year shall be eligible for insurance under the School Employee Benefits Board (SEBB). Employees will receive insurance benefits as provided for by SEBB program and state law, with funding, employee contributions, and administration terms and conditions as determined by that program and state law. Disputes concerning SEBB benefits are subject to administrative appeal procedures governed by state law and are not subject to the contractual grievance procedure.

3.10.4 Attending Training Courses

Paraeducators attending training courses or seminars as required by the District, or approved by the District upon request of the Paraeducator, will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for a training course, fees and tuition will be paid as approved by the District.

3.10.5 Required First Aid Training

Paraeducators who have on-going responsibilities relative to student health concerns shall be offered First Aid training if the District requires the training or if otherwise approved by the building supervisor. The District shall pay all fees and time in attendance at the Paraeducator's regular rate of pay.

3.10.6 General Requirements

- A. All Paraeducators will be placed on the salary schedule according to their experience as they apply to these regulations.
- B. Verification of paraeducator experience from former employers must reach the Human Resources office within six (6) weeks of the employee's starting date to be applied to salary placement for the year. Any documentation that is received by the District after this six (6) week period will be applied to the following year's placement on the salary schedule.

Section 11 – Leaves

3.11.1 Sick Leave

At the beginning of each work year, each Paraeducator shall be credited with an advanced sick leave allowance of twelve (12) days with full pay for absence caused by disability or illness. Two of these days may be used as emergency leave. Unused sick leave shall accumulate in accordance with and as limited by State law. The District may require verification of illness or ability to work at any time absence exceeds five (5) consecutive days in any one school year.

A Paraeducator's accumulated sick leave allowance may be used consistent with State family care laws. Specifically, the law provides for paid sick leave to care for a child under the age of 18 in need of treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, grandparent, grandchild (ren) or adult child who has a serious condition or emergency condition. The applicable guidelines for use of such leave are set forth in RCW 49.12.265 through RCW 49.12.295 and implementing regulations.

The District shall allow leave sharing pursuant to District Policy No. 5406. A Paraeducator may request to transfer to or request sick leave from another District Paraeducator authorized to transfer or receive leave.

3.11.2 Compassion Leave:

An additional five (5) days of paid leave per year will be granted at the District's discretion for serious health events that result in hospitalization, emergency room admission, or long-term illnesses such as cancer or stroke, of the spouse, domestic partner, child, grandchild, mother, father, sister or brother, corresponding in-laws, foster child, stepfather or stepmother, grandparents, or for persons who are living in the immediate household. Sick leave will be used for all other leaves under the family care guidelines. Such leave shall not accumulate and shall not be subtracted from the sick leave accumulation.

Paraeducators will be advised of their options for accessing non-paid leave, for the purpose of attending to the medical needs of self or other applicable parties, under the provisions of the Family Medical Leave Act (FMLA).

The District shall provide all Paraeducators with the attendance incentive (sick leave buy-back) program as required by law.

3.11.3 Leave of Absence

A leave of absence for up to one year may be granted at the discretion of the District. The District reserves the discretion to limit the number of leaves which may be granted, subject to the requirement to grant leaves of absence required by State or Federal law.

Leave of absence requests for the entire school year should be sent to Human Resources before June 15. Notification of acceptance or rejection of a leave of absence request will be made in writing by the District within 15 working days. Paraeducators on a leave of absence will notify Human Resources of their intent to return by April 1. In the event that the Paraeducator does not notify Human Resources of his or her intent to return by April 1, the District may treat the position as vacant.

A leave of absence will not be granted to a Paraeducator seeking alternate employment without the mutual approval of the District and the Association. Paraeducators granted a full year's leave of absence will retain seniority rights at the level accrued prior to initiation of the leave, and will retain previously accumulated sick leave for the duration of the leave of absence. The vacant position created by the Paraeducator on leave will be the position posted and filled in accordance with 3.7.1 if necessary.

Paraeducators returning from a leave of absence will be re-employed in their previous position. If their position is no longer available, the Paraeducator will be subject to the layoff and recall provisions of this Agreement.

3.11.4 Disability Leave

A Paraeducator requesting disability leave (including maternity/paternity leave) shall give written notice to the District's Human Resources department at least 14 calendar days prior to commencement of said leave. The written request for disability leave shall include a statement as to the expected date of return to employment and advance notice of the actual date of return to employment as soon as possible. In the event sick leave is exhausted, then the Paraeducator shall, if requested in writing, be granted a leave of absence without

pay for the period of disability. Such leave shall not continue beyond the duration of the current school year, unless a leave of absence is granted, consistent with the provisions of 3.11.2.

During such disability leave, a Paraeducator shall not lose seniority but shall not accumulate leave. Paraeducators returning from a leave of absence will be re-employed in their previous position. If their position is no longer available, the Paraeducator will be subject to the layoff and recall provisions of this Agreement.

Whenever an Paraeducator is absent from employment and unable to perform his duties as a result of personal injury sustained in the course of his employment, they will be paid accrued sick leave less the amount of any workman's compensation award made for disability due to said injury.

3.11.5 Bereavement Leave

Three (3) days of Bereavement leave will be granted per occurrence for the death of a spouse, domestic partner, child, grandchild, mother, father, sister or brother, corresponding in-laws, foster child, stepfather or stepmother, grandparents, or for persons who are living in the immediate household. Additional Bereavement leave will consist of up to an additional two (2) days, at the District's discretion, per occurrence. Such leave shall not accumulate and shall not be subtracted from the sick leave accumulation. After the third (3rd) request for Bereavement leave, within a school year, the district will initiate a meeting to discuss the need for additional leave.

For the purpose of attending to the death of an individual with whom the Paraeducator has a close personal connection, up to one day annually of such leave may be granted at the discretion of the District for compassion leave not otherwise authorized above.

3.11.6 Court Directed Leaves

The District agrees to allow Paraeducators to serve as jurors with no loss of pay. The amount of any remuneration received by a Paraeducator for jury duty will be deducted from the Paraeducator's salary. Any mileage, meals, or hotel reimbursement will be retained by the Paraeducator.

Compensation for subpoena leave shall also be likewise granted under the following conditions:

1. The action for which the subpoena is issued shall not involve the District as an adverse party, or
2. If the District is an adverse party, then such leave shall not be granted to any party except on behalf of the District or expect when an employee is subpoenaed solely for the purpose of testifying to acts done necessarily in the scope of their employment.

3.11.7 Military Leave

Paraeducators shall be granted military leaves of absence when required by law. While on leave, the Paraeducator shall retain all benefits as defined by state law. Paraeducators

returning from a leave of absence will be re-employed in their previous position. If their position is no longer available, the Paraeducator will be subject to the layoff and recall provisions of this agreement.

3.11.8 Association Leave

The District shall grant a maximum of twenty (20) total days Association leave with pay for the purpose of improving employer-Paraeducator relations as approved by the District or for the purpose of attending Association meetings/conferences. The Association shall reimburse the District for the cost of substitutes, if needed. The Association president shall authorize the use of Association leave.

3.11.9 Emergency Leave

Two days of accrued sick leave may be used for emergency leave each work year. Such leave shall be granted when the following conditions exist:

1. The problem must have been suddenly precipitated and be of such nature that preplanning is not possible or could not relieve the necessity for the Paraeducator's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature.
3. Emergency leave shall not be granted if other leaves apply to the situation.
4. Emergency leave will not be granted for reasons associated with earning extra compensation.

A written application for emergency leave must be returned to the District Office before the end of the pay period in which the leave is requested.

3.11.10 Adoption Leave/Child Rearing

A Paraeducator legally adopting a child or wishing to take unpaid leave for the purpose of child rearing, shall notify the District in writing of the intent to take such leave stating the expected date of commencement of leave and return to employment. Such leave shall be granted for a period not to exceed one year. Paraeducators returning from a leave of absence will be re-employed in their previous position. If their position is no longer available, the Paraeducator will be subject to the layoff and recall provisions of this agreement.

3.11.11 Discretionary Days

Two (2) paid discretionary days shall be provided annually for each Paraeducator. Paraeducators must provide at least five (5) working days advance notice if taking one (1) day or two (2) consecutive days leave, and ten (10) days' notice if taking three (3) or four (4) consecutive days leave, provided that;

1. No more than three (3) Paraeducators can use such leave on the same day, and;
2. Up to two (2) additional Paraeducators may use such leave contingent upon projected substitute availability; and

3. Such day(s) may not be used to extend three day weekends, holidays or vacation periods; and
4. A Paraeducator may not use such leaves in the first ten (10) days or the last ten (10) days of their work calendar.

Exceptions will only be granted due to extenuating circumstances and must be approved, in advance.

Paraeducators may carry over a maximum of two (2) days annually, such that when two (2) additional days are added, they have four (4) days. Paraeducators may never have more than four (4) days at the start of the school year. Additionally, paraeducators may cash out up to two (2) days annually at the substitute rate.

3.11.12

Washington State Paid Family and Medical Leave (PFML)

Commencing January 1, 2020 employees shall be eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family Medical Leave and Insurance Act. To be eligible for this leave, employees 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 entitlements however, employees on maternity leave do not have to exhaust all of their sick leave time before using PFML. The district will pay its requirement amount, currently 37% of the premium, and the employee will be responsible for the remaining amount. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

Section 12 Professional Development

3.12.1 Paraeducator Development Needs

The Association shall periodically survey Paraeducators to determine Paraeducator development needs. The Association shall advise the District of the results of the survey in a meeting between Association officials and District administrators.

3.12.2 Professional Development Hours

The District agrees to provide the equivalency of 6.5 hrs. of compensation per Paraeducator, for the purpose of engaging in professional development activities, the content of which will be determined through District, Association, Paraeducator and supervisor collaboration. It is in the District's and Association's interests that professional development is planned and offered for certificated and Paraeducator staff who work together with students in similar assignments.

3.12.3 Optional CPR/First Aid

Optional CPR/First Aid provided by the district will be available to up to 25% of paras per building each year. Registration fees will be paid by the district. Paraeducators will notify the building principal of their interest by October 1.

ARTICLE IV: GRIEVANCE PROCEDURE

A grievance is an alleged violation of terms and/or provisions of the Agreement.

A grievant shall mean an individual, a group of individuals and/or the Association.

Nothing contained herein shall be construed as limiting the right of any Paraeducator having a complaint to discuss the matter informally with any appropriate member of the administration.

Unless mutually waived by the parties, timelines must be observed by the parties.

Procedure For Processing Grievances

1. Immediate Supervisor

The grievant and the Association representative or the Association shall verbally present a grievance to the immediate supervisor. If the grievance is not settled, a written statement of grievance shall be presented to the immediate supervisor within fifteen (15) working days after the occurrence of the grievance or within fifteen (15) working days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The written response by the immediate supervisor shall include the specific reasons upon which the decision was based, within ten (10) working days of receiving the grievance, and shall concurrently send a copy of the grievance, along with their decision to the grievant(s), Association representative and the Superintendent.

2. Superintendent

If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent, or designated representative, within ten (10) working days of receipt of the decision rendered in Step 1.

The Superintendent or designated representative shall arrange for a grievance meeting with the grievant(s) and Association representative and such meeting shall be scheduled within ten (10) working days of the receipt of the Step 2 Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or designated representative shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within ten (10) working days from the conclusion of the meeting.

3. Arbitration

If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal the final decision of the Employer to the American Arbitration Association (AAA), or Federal Mediation and Conciliation Services (FMCS) for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration.

The Arbitrator shall hold a hearing within twenty (20) working days of their appointment, or at the earliest opportunity thereafter the hearing can be scheduled. Ten (10) working days' notice shall be given to both parties regarding the time and place of the hearing. The arbitrator will issue their decision within twenty (20) working days, or as soon thereafter as the arbitrator can render a decision, from the date final written briefs have been submitted or, if agreed upon by both parties, twenty (20) working days after the completion of the hearing.

The Arbitrator's decision will be in writing and will set forth their findings to fact, reasoning, and conclusions on the issues submitted to them. The decision of the Arbitrator shall be final and binding upon the District, the Association and the grievant(s).

4. Jurisdiction of the Arbitrator

The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

5. Contract Construction

This Agreement shall be construed such that no contractual rights are intended that would impact any of the following:

- Any evaluation judgment, determination of qualifications of an applicant or Paraeducator.
- The termination of services of any probationary Paraeducator.
- Any decision or course of conduct for which there is another administrative remedial procedure, such as PERC or HRC, established by law.

6. Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure. Any grievance not advanced by the grievant within the time limits of that step shall be deemed resolved by the District's answer at the previous step.

7. Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances involving more than one building will be lodged at Step II of this procedure.

8. Reprisals

No reprisal of any kind will be taken by the Employer against any Paraeducator because of their participation in any grievance. No grievance documents shall be placed in any employee personnel or building working file.

9. Costs

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE V: DURATION

5.1.1 Effective Date of Agreement

This Agreement shall be in effect from the date of Board ratification through August 31, 2027. The parties agree to reopen this Agreement no later than March 1st to commence bargaining on a new Agreement prior to the expiration date as stated above.

5.1.2 Salary Enhancements:

2025-2026: Increase each cell on the salary schedule by the IPD rate of 2.5%.

2026-2027: Open for bargaining.

Paraeducators working in R2 programs and in 1:1 assignments will be paid an additional \$0.50/hour more for the time worked in these roles. Any paraeducator temporarily reassigned to an R2 or 1-1 assignment shall receive the \$0.50 differential for all hours worked in that assignment, paid via timesheet.

5.1.3 Longevity:

Longevity shall be paid in a lump sum on the payroll warrant immediately following the Anniversary date of hire at the beginning of a Paraeducators 20th year and thereafter, following the schedule below:

- 20-24 years of experience will receive an additional \$250 annually
- 25+ years of experience will receive an additional \$625 annually

5.1.4 Reopeners:

Either party may request to re-open this Agreement on changes made by the legislature which may affect this Agreement.

Each party may identify no more than three (3) sections to be bargained before April 15, 2026.

Automatic reopeners:

1. Any changes to the contract with the implementation of a state-based benefits plan (i.e. SEBB)
2. Any changes to the contract or working conditions with the implementation of a state-based certification process



For the District

9-29-2025

Date



For the Association

9/30/2025

Date

Appendix A – Salary Schedule

2025-2026 (184 Days)

Years	Wage
1	\$23.10
2	\$23.44
3	\$23.80
4	\$24.99
5	\$25.37
6	\$25.74
7	\$26.08
8	\$26.39
9	\$26.66
10	\$27.01
11	\$27.36
12 – 15 (Longevity 1%)	\$27.63
16 – 19 (Longevity 5.5%)	\$28.86
20+ (Longevity 10%)	\$30.09

All Para Educators shall be placed on the step commensurate with their like para educator experience in accordance with Section 3.10.6. Employees who are brand new employees and those with one year of experience shall be placed on Step 1 of the salary schedule.

Appendix B - Paraeducator Building Orientation Checklist

3.1.4: New Employees - prior to starting work in the assignment. A minimum of one hour and no more than two hours will be paid by timesheet for building orientation. Orientation for transferred Paraeducators will occur within five working days within their regular work hours.

Paraeducator Name _____ Date Hired _____

General Working Environment:

Principal Check Off

Paraeducator Initial

- Regular duties and responsibilities _____
- Review Individual Work Assignment & daily schedule _____
- Break and lunch schedule and guidelines _____
- Logistical information (restrooms, cafeteria, secure space for personal items) _____
- Location of phone available for private calls _____
- Location of computer for private access of email _____
- Mailboxes for interschool mail _____
- Instructions/Codes for Copier _____
- Playground supervision guidelines (if applicable) _____
- Cell phone etiquette _____
- Introduction to fellow staff & Association Building Representative _____
- Building meeting schedule for Paraeducators _____
- Student confidentiality guidelines _____
- Building Norms _____
- Campus boundaries/tour _____
- Building training/professional development _____

Safety Information:

- Staff Handbook and review of key contents _____
- Emergency Preparedness Overview _____
- Students discipline code and expectations _____
- The IEP/Behavior Intervention Plan explanation _____
- Student Handbook _____
- CPS Notification Procedures _____
- Keys to building if appropriate _____
- Incident Reporting _____

* Does this Paraeducator need the **Specialized** Orientation? Yes _____ No _____

Employee's Signature _____ Date _____

Building Administrator's Signature _____ Date _____

** As soon as completed, send one checklist to the Human Resources Department @CSB and one copy to the Association President/Co-Presidents.*

Appendix B-1 - Specialized Paraeducator Orientation and Training Checklist

3.1.4: For Paraeducators assigned to work with students requiring special health care support a training period will be defined specific to the individual student's documented needs. This training will be provided by licensed or certificated staff prior to the Paraeducator performing these procedures. (Administrator check that training is scheduled)

Paraeducator Name _____ Date Hired _____

Checklist for Paraeducators performing Health and Personal Hygiene Procedures for students requiring special health care support.

Health Procedures – Check all that apply to the Paraeducators position

<u>Principal Check Off</u>	<u>Paraeducator Initial when complete</u>
<input type="checkbox"/> Diapering & personal hygiene procedures	_____
<input type="checkbox"/> Administering oral medications	_____
<input type="checkbox"/> Gastric tube feeding steps and procedure	_____
<input type="checkbox"/> Proper lifting and transfer of students	_____
<input type="checkbox"/> Hoyer lift uses and procedure	_____
<input type="checkbox"/> Clean intermittent catheterization (not usually necessary- Paraeducator may opt out)	_____

Employee's Signature _____ Date _____

Building Administrator's Signature _____ Date _____

**** As soon as completed, send one checklist to the Human Resources Department @CSB and one copy to the Association President/Co-Presidents.***

Appendix C
Port Angeles School District No. 121
Performance Evaluation
PARAEDUCATOR

Employee: _____ Title: _____

School: _____ Location: _____ Evaluator: _____

Date of Evaluation: _____

Directions: Complete the evaluation after consultation with each person who supervised the work of the employee. Check the appropriate boxes next to the descriptors and then determine the rating for each category. **In the event an area is marked other than "Meets Expectation," a comment is required to justify the rating.**

1. Job Performance

	Exemplary	Proficient	Needs Improvement	N/A
* Observes entire area of responsibility and moves around the area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Interacts frequently and positively with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Resolves student discipline problems effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Is collected and objective under stress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Uses a variety of appropriate strategies to effect student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Assists co-workers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Performs other duties as assigned	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Rating for Job Performance: Meets Expectations Does Not Meet Expectations

Comments:

2. Job Knowledge

	Exemplary	Proficient	Needs Improvement	N/A
* Understands responsibilities of job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Successfully completes recommended training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Understands & provides for student differences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Rating for Job Performance: Meets Expectations Does Not Meet Expectations

Comments:

3. Instructional Skills

	Exemplary	Proficient	Needs Improvement	N/A
* Demonstrates the ability to effectively instruct students as directed by the teacher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Understand and implements appropriate instruction for individual learning styles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
◆ Rating for Job Performance:	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Does Not Meet Expectations		

Comments:

4. Behavior Management

	Exemplary	Proficient	Needs Improvement	N/A
* Demonstrates patience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Implements behavior plans as designed by certified staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Models appropriate behavior for students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Remains calm in stressful situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
◆ Rating for Job Performance:	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Does Not Meet Expectations		

Comments:

5. Communications

	Exemplary	Proficient	Needs Improvement	N/A
* Communicates clearly and effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Maintains confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
◆ Rating for Job Performance:	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Does Not Meet Expectations		

Comments:

6. Human Relations

	Exemplary	Proficient	Needs Improvement	N/A
* Meets the community in a positive manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Works collaboratively with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
* Treats students, staff and community with respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
◆ Rating for Job Performance:	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Does Not Meet Expectations		

Comments:

7. Understanding of Student

Differences

Exemplary Proficient Needs Improvement N/A

* Demonstrates an understanding of human differences and individual needs

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

◆ Rating for Job Performance:

Meets Expectations

Does Not Meet Expectations

Comments:

8. Work Attitude

Exemplary Proficient Needs Improvement N/A

* Communicates positively with supervisors, employees, parents and community

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

* Displays flexibility

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

* Exhibits a "service oriented" approach

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

* Understands and supports departmental goals as well as the strategies used to attain goals

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

◆ Rating for Job Performance:

Meets Expectations

Does Not Meet Expectations

Comments:

9. Initiative and Judgment

Exemplary Proficient Needs Improvement N/A

* Displays self-motivation to achieve job expectations

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

* Exhibits problem solving and creative thinking skills

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

* Makes decisions appropriate to situation

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

◆ Rating for Job Performance:

Meets Expectations

Does Not Meet Expectations

Comments:

10. Attendance and Punctuality

Exemplary Proficient Needs Improvement N/A

* Arrives ready for work at the assigned time

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

* Is punctual for meetings, etc.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

* Attendance is appropriate

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

◆ Rating for Job Performance:

Meets Expectations

Does Not Meet Expectations

Comments:

11. Dress and Grooming

Exemplary Proficient Needs Improvement N/A

* Appropriate to work assignment

Rating for Job Performance: Meets Expectations Does Not Meet

Comments:

OVERALL EVALUATION RATING

MEETS EXPECTATIONS DOES NOT MEET

EXPECTATIONS Additional comments of Evaluator:

Evaluator Signature

Date

Employee's comments:

Employee Signature

Date

The signature of the employee above does not necessarily imply that the employee agrees with the preceding report, but only that they have seen and discussed the evaluation with the evaluator.

Your performance during that time has been: Meets expectations / Does not meet expectations

Supervisor _____

Date _____

Signature

Paraeducator Comments:

Paraeducator _____

Date _____

Signature (Indicates Receipt of Copy)

APPENDIX E

Form to Decline Association Representation

I (Paraeducator name) _____ do decline Association Representation
at a meeting which could lead to discipline, held this day (date) _____
at (location) _____.

Signed by Administrator _____
_____ Date _____

Signed by Paraeducator _____
_____ Date _____

Administrator: Please keep this form in the Paraeducator's working file.

APPENDIX E

Form to Decline Association Representation

I (Paraeducator name) _____ do decline Association Representation
at a meeting which could lead to discipline, held this day (date) _____
at (location) _____.

Signed by Administrator _____
_____ Date _____

Signed by Paraeducator _____
_____ Date _____

Administrator: Please keep this form in the Paraeducator's working file.

