LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU 1948, RICHLAND PARAEDUCATORS CHAPTER AND THE RICHLAND SCHOOL DISTRICT #400 PURSUANT TO ARTICLE XX, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree to the following changes to accommodate schools who are not in session the day before Thanksgiving.

Section 8.1.2. Day Before Thanksgiving Holiday.

A. On the early release day prior to Thanksgiving, Paraeducators shall be released one-half (½) hour after students have been released without loss of pay or benefits. Those employees who take leave (full shift) on that day will have designated leave banks, deducted by their normal daily hours.

B. For schools not in session the Day before Thanksgiving, Paraeducators with approval from administration may choose to work extra hours on Monday and Tuesday, so they do not have to work on Wednesday. Those who do not work extra hours on Monday and/or Tuesday shall be released 3 (three) hours early on Wednesday or shall have the right to use Personal Leave for the full shift on Wednesday.

This Letter of Agreement shall be effective September 1, 2024, shall remain in effect until August 31, 2026, and shall be attached to the collective bargaining agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND PARAEDUCATORS CHAPTER

BY: Annmarie Carlson (Oct 16, 2024 16:32 PDT)
Annie Carlson, Chapter President

DATE: 10/16/24

RICHLAND SCHOOL DISTRICT #400

BY: Tim Praino (Oct 16, 2024 12:50 PDT)
Tim Praino
Executive Director of Human Resources

DATE: 10/16/24

Paraeducators 2025–26

Longevity (years completed)

1.025	Step 1	Step 2	Step 3	7 Years	10 Years	15 Years	20 Years	25 Years
	0–3 Years	4–6 Years	7+ Years	2%	5%	8%	11%	14%
Level 1	$20.13	$21.55	$22.19	$22.64	$23.30	$23.97	$24.63	$25.30
Level 2	$20.77	$22.22	$22.89	$23.35	$24.03	$24.72	$25.41	$26.09
Level 3	$21.46	$22.96	$23.65	$24.12	$24.83	$25.54	$26.25	$26.96
Level 4	$22.80	$24.40	$25.13	$25.63	$26.38	$27.14	$27.89	$28.64
Level 5	$37.70	$42.19	$43.45	$44.32	$45.63	$46.93	$48.23	$49.54

Level 1

General Education Paraeducators
RR Paraeducators

Level 2

ECEAP

Level 3

BESST, Life Skills, ERR, Structured
DD Preschool
Health Room Paraeducator
1:1 Paraeducator
Supplemental Support Paraeducator
Community Based Transition Center
Certified Occupational Therapist Assistant (COTA)
Physical Therapy Assistant (PTA)

Level 4

Registered Behavioral Technicians with Certification
ELL Bilingual Required
Hearing Interpreter with no certifications
Hearing Interpreters (with appropriate credentials)
Home Health Advocate
Braillist without State certificate

Level 5

Speech Language Pathologist Assistant (SLPA)
Masters in Social Work (MSW) (or commensurate title for Prevention/Interventionist)
Certified Interpreter of the Deaf, National Certification for Braille with augmented rate for national certification for Nemeth.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, RICHLAND PARAEDUCATORS CHAPTER AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO ARTICLE X, SECTION 10.5 AND ARTICLE XIX, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The purpose of his Memorandum of Understanding between Richland Paraeducators, represented by Public School Employees (PSE) of Washington / SEIU Local 1948, and the Richland School District (District) is to establish a more orderly and fair process for addressing employees who wish to bid on vacant positions arising between the 2023-24 and 2024-25 school years.

For the 2024 process for the 2024-2025 school year, the parties hereby agree as follows:

The District and PSE acknowledge that there is no anticipated need to implement layoffs or reductions in employee hours in the bargaining unit for the 2024-2025 school year due to any District-wide financial conditions, and the District hereby agrees not to implement any such reductions, in exchange for the following agreements.

A modified Bid Fair procedure will be conducted in May 2024 in place of the procedure described in Appendix A - Bid Fair Procedures:

PARAEDUCATOR BID FAIR 2024

TIMELINE
See Round One (1) and Round Two (2) timelines below.

RULES:

1) Any paraeducator with a seniority date may bid during Bid Fair.

2) Paraeducators who apply for multiple positions during same round must email Joy.Ham@rsd.edu with a ranking of the positions they applied for in order of preference. If a paraeducator is unreachable by phone or email and does not return principal contact within twenty-four (24) hours of first contact attempt, they will be skipped and forfeit their rights to the position.

3) Paraeducator must contact principal with their decision no later than twenty-four (24) hours after position offer or forfeit their rights to the position.

4) Due to the short timeline between Round One (1) and Round Two (2), if any Round One (1) position is undetermined by Round One (1) Personnel Action Form (PAF) due date, then any subsequent, approved job opening created will post with external postings on or around June 10th.

5) A paraeducator may accept a new position once during Round One (1) and may also accept a different new position once during Round Two (2).

6) RSD will provide a list of all applicants and placements to the PSE at the end of each round to assist in communication to employees.

2024 SUMMER POSTINGS

JUNE - After the conclusion of Bid Fair, remaining approved, unfilled positions will be posted for all candidates (internal and external) beginning on/around June 10th. Postings will post for five (5) workdays. If paraeducator applicant is not reachable (by phone or email) and does not return initial contact attempt within **twenty-four (24) hours**, they may be skipped. Paraeducators who apply for more than one (1) position at a time must email Joy.Ham@rsd.edu with a ranking of the positions they applied for in order of preference to expedite screening to administrators.

JULY - Unfilled, approved postings will post for a minimum of five (5) workdays. If paraeducator applicant is not reachable (by phone or email) and does not return initial contact attempt within **seventy-two (72) hours**, they may be skipped. Paraeducators who apply for more than one (1) position at a time must email Joy.Ham@rsd.edu with a ranking of the positions they applied for in order of preference to expedite screening to administrators.

AUGUST - Unfilled, approved postings will post for five (5) workdays. If paraeducator applicant is not reachable (by phone or email) and does not return initial contact attempt within **twenty-four (24) hours**, they may be skipped. Paraeducators who apply for more than one (1) position at a time must email Joy.Ham@rsd.edu with a ranking of the positions they applied for in order of preference to expedite screening to administrators.

This Memorandum of Understanding shall become effective upon signature, shall remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND PARAEDUCATORS CHAPTER

BY: Annie Carlson (Apr 9, 2024 14:58 PDT)
Annie Carlson, Chapter President

DATE: 04/09/24

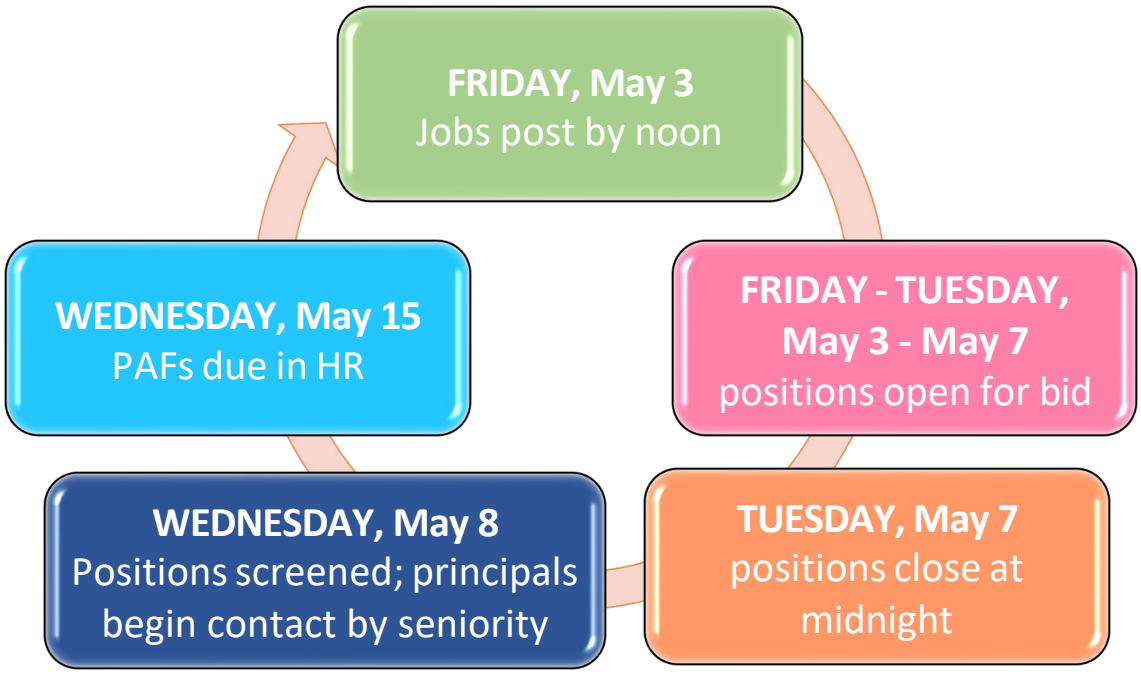
RICHLAND SCHOOL DISTRICT #400

BY: Tim Praino (Apr 11, 2024 20:43 PDT)
Tim Praino,
Executive Director of Human Resources

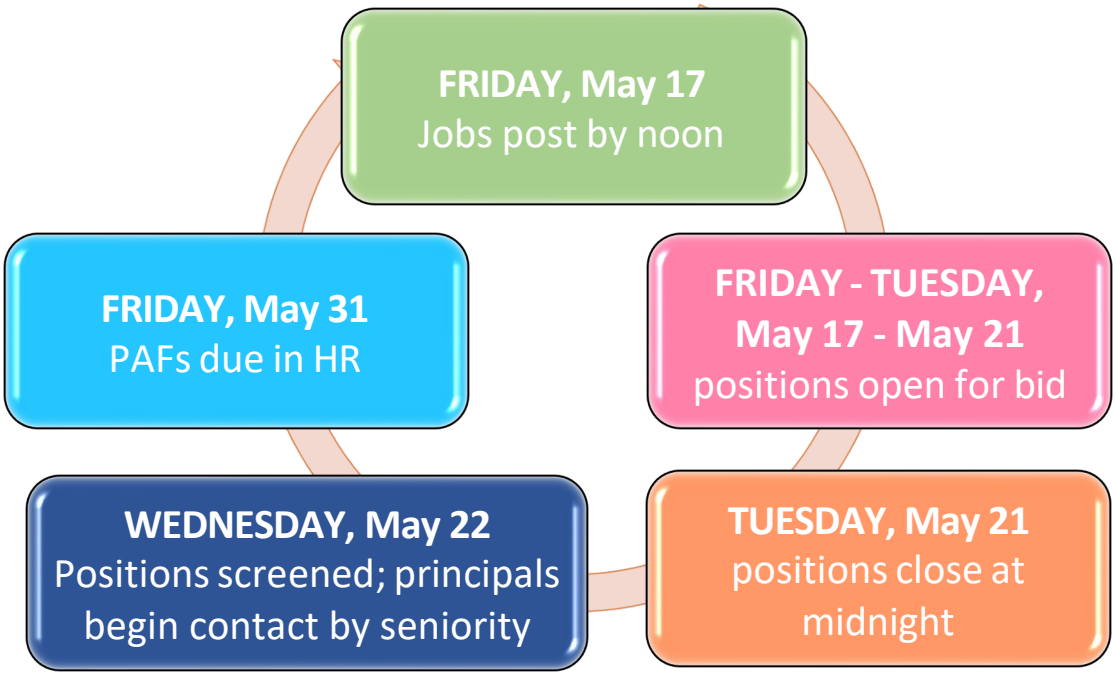
DATE: 04/11/24

PARAEDUCATOR BID FAIR 2024

Round 1 May 3 – May 15



Round 2 May 17 – May 31



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, RICHLAND PARAEDUCATORS CHAPTER AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO ARTICLE XXI, SECTION 21.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties met and reviewed the working environment and job responsibilities of the Occupational Therapist (OT) and Physical Therapist (PT) Paraeducator positions.

The Parties agree that the OT and PT Paraeducator responsibilities and work environment align more closely with a Special Education Level 3 Paraeducator position.

The Parties agree to reclassify OT and PT Paraeducators from Level 1 to Special Education Level 3 Paraeducator on Schedule A beginning March 1, 2024.

This Memorandum of Understanding shall be in effect on March 1, 2024, and shall remain in effect until August 31, 2026.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND PARAEDUCATORS CHAPTER

BY: Annie Carlson (Feb 27, 2024 19:24 PST)
Annie Carlson, Chapter President

DATE: 27/02/2024

RICHLAND SCHOOL DISTRICT #400

BY: Tim Praino (Feb 27, 2024 16:33 PST)
Tim Praino,
Executive Director of Human Resources

DATE: 27/02/2024

COLLECTIVE BARGAINING AGREEMENT BETWEEN

RICHLAND SCHOOL DISTRICT #400

AND

RICHLAND PARAEDUCATORS

SEPTEMBER 1, 2023 – AUGUST 31, 2026

Public School Employees of Washington / SEIU Local 1948
P.O. Box 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.org

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PREAMBLE

This Agreement is made and entered into by and between the Public School Employees of Washington/SEIU Local 1948, Richland Association of Paraeducators Chapter and the Richland School District #400, hereinafter referred to as the "Association" and the "District", together referred to as the "Parties".

The parties affirm that the public purposes to which the District is dedicated can be advanced through understanding and cooperation achieved through collective bargaining and informal resolution, as allowed hereinafter. The provisions of the Contract shall be administered and interpreted in a manner consistent with the requirements for an effective and efficient labor relationship.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.
The District hereby recognizes the Association as the exclusive bargaining representative of all employees in the bargaining unit as described in Section 1.2 and 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Bargaining Unit Certification.
The Richland Association of Paraeducators shall be comprised of those employees designated as Paraeducators, and in accordance with Schedule A. Specifically excluded are supervisors, including Administrative Assistants. The District and the Association agree to meet and negotiate wages for any specialized positions that require advanced training, certification, or degrees.

Section 1.3. Volunteer Use.
The parties agree that the use of volunteers can be beneficial in the educational system. Therefore, the parties agree that the District may utilize volunteers or work program participants, funded from non-District sources, so long as the volunteer or work program participant does not displace a funded bargaining unit position, violate the parties Collective Bargaining Agreement, or modify the working conditions of current Paraeducators.

Section 1.4. Definitions.
Workdays - defines the days included in the contract year for Paraeducators, including summer.

Calendar Days - defines the universally recognized calendar of months and days.

Business Days - defines the days the RSD Administrative Offices are open for business.

Paraeducator - is any classified employee within the bargaining unit who works directly with or for any teacher, therapist, or student. Exclusions: Supervisors, any member of any other classified bargaining unit while performing those bargaining unit hours.

- Full-time Paraeducator - is one who works on a twelve (12) month per year schedule.

- Regular Paraeducator - is one who fills a position requiring from nine (9) months up to but not including twelve (12) months service per year.

Replacement Employee - is an employee who fills a position created by an employee on an approved leave of absence.

- These positions shall be discussed with the Association Leadership prior to posting.

- All replacement positions shall be posted and identified as a replacement position. Employees in replacement positions shall be titled replacement employee.

- Current employees who would not realize an increase in pay but seek a replacement position for training opportunities or professional growth may be granted the position by seniority unless the District determines their movement creates a hardship in backfilling their position. This hardship should be related to the District's ability to identify a trained, competent, and available temporary worker needed to replace the current employee seeking the replacement position.

- Newly hired replacement employees will have seniority applied on their ninety-first cumulative workday retroactive to day one (1).

- Current employees in replacement positions will not be allowed to transfer during the duration of their time as a replacement employee.

- Newly hired replacement employees have the ability to apply for and accept open permanent positions only.

Casual Substitute Employee - is one who is employed sporadically to fill a position due to the occasional absence of a full time or regular Paraeducator. and to replace employees on an educational related Leave of Absence up to sixteen (16) weeks. Casual substitute employees shall only be entitled to salary as defined on Schedule A and shall be entitled to no other benefits. Casual substitute employees who become eligible for SEBB Benefits (School Employee Benefits Board), will receive a District contribution for their selected insurance benefits per Section 15.1 of the CBA. This is currently six hundred thirty (630) hours for the school year unless otherwise changed by SEBB.

New Position - any position newly created within the bargaining unit and projected to be ninety-one (91) schooldays or more. All new positions must be posted.

Open Position/Job - any bargaining unit position/job vacated for more than ten (10) workdays.

Temporary Position –

- Temporary Positions shall be discussed with the Association Leadership prior to posting.

- Temporary positions shall be posted and identified as temporary.

- If a non-current employee works in a temporary position beyond ninety (90) workdays, it shall be considered a continuing position and the employee shall be credited with seniority and all

rights and benefits beginning on the ninety-first cumulative workday, retroactive to the first day of employment.

- Non-current employees taking a temporary position shall be paid at Step 1.

- Temporary positions fill a specific need that is projected to be at least thirty (30) workdays and continue up to one (1) school year.

Retired Classified Employee working as a Substitute - is an employee hired back by the District to perform in a substitute capacity. These employees shall be paid the Step rate earned prior to their retirement. This rate will not include longevity or salary enhancements.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in the District and its representatives. Included in these rights in accordance with and subject to applicable laws, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge with just cause, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District retains all rights to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Right of Association.
It is agreed that the employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The District and the Association will not, directly, or indirectly, interfere with, restrain, coerce, or discriminate against any employee in the exercise of these rights.

Section 3.2. Right to Address Concerns.
Each employee shall have the right to bring matters of concern of the membership to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3. EEO / Non Discrimination.
Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others. Refer to District Policy and Procedures #8900 (https://app.eduportal.com/documents/view/717196) for specifics.

Section 3.3.1. Harassment Free Workplace.
The District and the Association is committed to providing a work environment free from unlawful harassment. The District will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.

Section 3.4. Job Descriptions.
The District and the Association agree to meet in accordance with Section 5.3 to develop and implement job descriptions for all Paraeducator position within ninety (90) calendar days of ratification of this Agreement. The parties agree that there shall be no modifications to job descriptions without consultation and discussion with the Association Leadership.

Section 3.5. Safety Procedures.
Safety equipment, including a mode of communication, must be available for all outside positions, in good repair and provided to the employee by the District. This equipment will include vest, fanny pack, flags, and whistles, as appropriate to the position. An extra equipment pack shall be designated for each site for use by substitutes.

Section 3.6. Shared Student Response Plans.
Building administrators or their designee will meet with Paraeducators at least once every month during PLC time to communicate the following updated information to Paraeducators for the safety of staff and students' success. This meeting should also be used for Paraeducators to share their concerns about student success strategies.

- No contact orders.
- Medical alerts.
- Threatening or violent behavior concerning students, parents, or the public as soon as it is known by the District.
- Issues involving weapons, or any items that may be considered weapons.
- Issues involving suspensions or expulsion when the reason for the action is due to violent, threatening actions or issues involving weapons.
- Student success strategies.

Section 3.7. Evaluation.
The Principal, Vice Principal, Program Manager, or designee shall**,** with teacher input, evaluate each employee subject to this Agreement, on their job performance for the school year, between May 1 and May 31 of each year. The designee shall be an RSD Administrator, Dean of Students, Administrative Assistant (that work in the schools only) or Intern. Such evaluation shall be made utilizing the employee evaluation sheet attached hereto and by this reference incorporated herein. Additionally, the evaluator shall write an analysis of the employee's job performance during the past school year. Concerns that are not addressed to the employee within a reasonable and timely manner before the evaluation period should not become part of the evaluation.

Section 3.7.1. Mid-Year Observation.
Each Paraeducator to include probationary employees will receive a mid-year observation worksheet from their evaluator to be completed no later than the end of the 90th instructional day of the school year. This observation worksheet will be part of the evaluator's working file and may be used to support the annual summative evaluation that is placed in each Paraeducator's personnel file. It is agreed that the evaluator will solicit feedback from certificated staff who work directly with the Paraeducator.

An observation/evaluation worksheet (Appendix D) may be conducted anytime during the year if the evaluator has concerns about the employee's job performance. A plan of improvement will be developed by the evaluator and the employee, if warranted.

Section 3.7.2. Evaluation Signatures.
The evaluation form will be signed by the Teacher/Therapist or Administrative Assistant and the Site Supervisor (Principal, Vice Principal or Program Manager or designee). The designee shall be an RSD Administrator, Dean of Students, or Intern.

Section 3.8. Changes to Evaluation Form.
The parties shall meet as needed to address any future modifications, additions, or deletions to the Paraeducator Evaluation Form.

Section 3.9. Personnel Files.
Each employee reserves the right to see all material placed in their personnel file and to review the entire file upon request, provided the request is made at the District Human Resource Office during regular work hours. Employees shall be notified prior to any derogatory material being placed in their personnel file. Any material placed in the file as a result of disciplinary action, will be removed, if so requested in writing, from the employees file two years after its initial placement, provided that there is no further disciplinary action for related issues during the two (2) year period.

Personnel records, including records of employee sexual misconduct, verbal, or physical abuse, will be retained pursuant to Washington State records retention schedules as provided by law. RCW 28A.400.301

Any existing supervisory files and/or working files shall be purged at least annually, in conjunction with the annual performance review. Supervisory files shall only be passed on to an official or maintained beyond one (1) year in the case of on-going investigatory issues. Upon the termination or resignation of a supervisor, existing supervisory files may be reviewed with the employee. Employees shall be informed of the existence of supervisory working files. There shall be only one (1) immediate supervisor working file.

Section 3.10. Comments to Items in Personnel File.
An employee may attach written comments to any material placed in their personnel file including evaluations**.** These comments must be signed and dated and will remain in the file for the same duration as the material being addressed.

Section 3. 11. Administration of Medication.
The administering of medication and ongoing basic health intervention to students shall be the responsibility only of employees trained for that purpose. Employees may not be involuntarily

assigned to perform medical procedures on a continuing basis. An employee who does not feel capable of performing a medical procedure shall notify their site supervisor in writing prior to training of their reasons for not accepting any such assignment. Employees shall respond to emergency situations and accidents as best they can until professional help arrives. Employees providing health care as provided in this section shall be held harmless from liability for any actions arising from the act or failure to act of the employee. All regular employees exposed to hazardous or infectious situations within the scope of their employment, or who would reasonably be expected to be exposed to hazardous or infectious situations by the nature of their job description, shall be provided, at the employees' request, immunization, or other reasonable protection at District expense, e.g., hepatitis shots. Employees accepting the responsibility for supervision of students shall be informed of medical problems of any student for which they are responsible to protect the health and safety of the student and employee.

Section 3.12. Confrontational Situations.

Employees are expected to use reasonable measures in a situation involving physical threats or abuse from a student. Such reasonable measures may include seeking assistance from another staff member and/or site supervisor. Law enforcement officers will be contacted as necessary. In keeping with the foregoing, employees may use reasonable measures with a student as necessary to protect themselves, a fellow employee, or another student from attack, physical abuse, or injury, or to prevent damage to District or personal property. The District will protect and hold harmless any employee from financial loss and expense arising out of any claim, demand, lawsuit, or judgment by reasons of alleged negligence or accidental damage to or destruction of property in or out of the school building, provided such employee was acting in a proper manner in the discharge of their duties within the scope of employment.

Section 3. 13. Safe Working Environment.

In the event the employee is assigned to a position where in their physical safety is in jeopardy due to documented student behavioral issues, the District will take any necessary steps to reduce the risk of injury. If the employee completes and submits the attached Unsafe Environment form, the employee has the right to refuse to continue to be placed in the dangerous situation until a written plan is in place to reduce the risk of injury. The written plan will be provided to the employees who are affected by that plan. Refusal in such cases will not subject the employee to discipline.

Section 3. 13.1. Health and Safety Committee.

Health and safety protocols will be clearly communicated and provided in writing to all employees at each site. Each worksite will have a Health and Safety committee that includes representative(s) from the Paraeducator bargaining unit. Committee members will be voluntary and chosen by seniority. Notice to employees of the committee will be sent through work email by September 30. The Association will be notified who is on these committees. Meetings may be conducted on work time or outside work time. Time outside the workday for meetings will be paid.

Section 3.14. Inter-District Mail Boxes.

Paraeducators shall be provided a designated, personal mail receptacle to receive interschool mail.

Section 3.15. ECEAP Requirements.

Staff who do not meet the minimum program requirements but wish to work in ECEAP positions will be required to sign a written professional development plan outlining a schedule for completing the educational requirements.

1. The District will make an adequate number and type of workshops available for staff to comply with their professional development plan.

2. Employees will be responsible to obtain any required college credits identified in their professional development plan.

Section 3.16. Outdoor Working Conditions.
Paraeducators will not be scheduled to work more than forty-five (45) minutes of consecutive time outdoors without having thirty (30) minutes of consecutive time indoors.

Section 3.17 One-on-One Paraeducators.
A Paraeducator who did not accept a position designated in the posting as a one-on-one position may volunteer but cannot be permanently assigned to that role for more than five (5) consecutive work days.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Rights and Responsibilities.
The Association has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern, and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit. The Association shall be consulted with respect to the manner and method of any reduction in force because of lack of work or other legitimate reasons.

Section 4.1.1. Notification of Discipline / Grievance.
The Association shall be promptly notified by the District of any grievances or disciplinary action of any employee in the unit in accordance with the provisions of Discharge and Grievance procedure Articles contained herein. The Association is entitled to have observers at hearings and discussions conducted by any District official or body arising out of grievance and make known the Associations views concerning the case.

Section 4.1.2. Delegation of Duties.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948.

Section 4.1.3. Equipment Use.
The Association shall be entitled to use, when available, the following District equipment for Association Business: copiers, email, and computers. The Association shall pay the cost of any consumable materials. Paraeducators may submit a request for a District email account to their immediate supervisor. Every effort will be made to accommodate the requests based on availability.

Section 4.2. Release Time for Union Business

The President of the Association and their designated representatives will be provided time off without loss of pay to attend meetings which the Administration judges to be in the best interest of the District.

Section 4.3. New Employees.

The District shall provide each new employee with an electronic copy of this Agreement.

Section 4.3.1. Orientations.

A. The format and content of the District orientation is up to the District.

B. Orientations can be conducted onsite or virtually at the discretion of the District.

C. The District will provide a PSE representative no less than thirty (30) minutes, separate from the District's orientation time, to make a presentation to new employees. District representatives shall not be present during the Association presentation.

D. In case there is no scheduled orientation, the District shall provide the Association a paid thirty (30) minute meeting for all new hires during the bargaining unit employees' work time within one (1) week of their hire date.

E. The Union President or designee shall be granted paid release time to conduct this meeting; this time shall not count towards the release time outlined in Article IV, Sections 4.2 and 4.5.

Section 4.4. Employee Information.

During the first week of each month of an employee's hire date or change/transfer in position and two (2) times annually November 1 and March 1 thereafter, for all employees covered under PSE collective bargaining unit, the employer will provide an .XLSX digital file format to the Association President or designee and membership@pseofwa.org for all employee information retained in the employers records to the Union.

The information will include:

- The employee's name and date of hire and if a change in position the new position start date.
- The employee's contact information, including:
  - Cellular, home, and work telephone numbers.
  - Work and personal email addresses.
  - Home address or personal mailing address.
  - The employee's job title Employee ID or unique identifier.

- Annual salary for contracted work performed under the Collective Bargaining Agreement.
  - Rate of pay for contracted work performed under Collective Bargaining Agreement.
  - Enhancements or stipends received by the employee.
  - Contracted days for work performed under Collective Bargaining Agreement.
  - Continuing position "yes or no"
  - Primary work site location or duty station.

Personnel Action list will be sent electronically to the Association President and membership@pseofwa.org after each meeting of the Board of Directors

Section 4.5. PSE State Union Business.
Association Business: The District shall grant absence, not to exceed five (5) days or thirty-five (35) hours a school year, with pay, to officers or representatives of the Association to participate in Association business, when in the best interest of the District.

Release time for Richland Paraeducators elected to the State Board of the Public School Employees of Washington/SEIU Local 1948 state organization may be granted to the employee. All costs associated with the employee's absence will be reimbursed by PSE of Washington. Request for release time will be handled by the Director of Labor Relations. Additional release time beyond the maximums in this section may be jointly agreed to by the parties on a case-by-case basis through the labor management process.

Section 4.6. Bulletin Boards.
The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. The Association official responsible for its posting shall sign each bulletin. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided. This provision does not prohibit the Association's continued use of inter-school mail.

Section 4.7.
The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1. Worksite Visits.
Visitation rights may be granted to the designated representative of the Public School Employees of Washington / SEIU Local 1948 (PSE) to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general and legal information. The visiting delegate shall notify the School District of their arrival and shall arrange their meetings so as not to interfere with the District's business or the employees' assigned work.

Section 5.2. Release Time for Grievances.
Time, whenever possible during the workday, will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

Section 5.3. Matters for Consultation and Negotiations.
Appropriate matters for consultation and negotiation are grievance procedures, wages, hours and working conditions. Time during work hours, whenever possible, will be allowed Association representatives for attendance at meetings with the District.

Section 5.4. Union Representation.
Employees shall be entitled to Union representation, at their option, if engaged by superiors in pre-disciplinary discussions.

Section 5.5. Labor Management Committee.
The Labor/Management committee shall consist of the Association President and three (3) Association members, Human Resource Executive Director, and three (3) representatives from the District. Additional members may be asked to attend based upon specific topics. The committee shall meet at mutually agreed dates and times not less than quarterly at a District-supplied space. If outside of their normal work time, employees will be paid up to a maximum of one (1) hour of their regular pay rate. The purpose of the meetings is to discuss issues arising in the day-to-day operation of the department. These meetings shall not change or otherwise impact the Collective Bargaining Agreement or take the place of negotiations.

Section 5.5.1. Cultural Competency on Equity, Diversity, and Inclusion.
The Labor Management Committee, as defined in the CBA, is committed to discussing cultural competency, equity, diversity, and inclusion during the term of this Agreement. The LM Committee may mutually agree to participate in workshops on this topic and/or provide training and information to bargaining unit members and managers. Any workshops, planning work, training, or discussions specific to this topic that are outside of paid time will be paid at the employee's hourly rate. (E.g., labor management meetings are already paid).

ARTICLE VI

HOURS OF WORK

Section 6.1. Definition – Contracted Year.
Paraeducators shall begin their contract year one (1) day prior to the start of school. This day is to be used for in-service training or classroom set up at the discretion of the site supervisor.

Section 6.2. Definition – Work Week.
The workweek shall consist of five (5) consecutive days, up to a forty (40) hour week as assigned, followed by two (2) consecutive days of rest.

Section 6.3. Shift Assignment.
Each employee shall be assigned in advance to a definite shift with designated times of beginning and ending. Employees shall be provided a written schedule, including lunch and break times, by September 30 of each school year, or within thirty (30) workdays of hire. Each Paraeducator shall be provided a duplicate copy of the written schedule as provided to HR. The Paraeducator shall sign and return to the principal. The principal shall sign and provide copies of the signed document to pertinent teachers and the Paraeducator.

In the event an employee's schedule is to be changed, the employee will be given at least a ten (10) workday notice prior to the change going into effect, however, an employee may waive their right in writing to a ten (10) workday notice. This section will not apply to an emergency situation.

Section 6.3.1. Recording Additional Hours Worked.
In the event that an employee is consistently time sheeting extra hours, those times shall be incorporated into the shift in accordance with Section 6.10. Paraeducators shall be provided copies of all timesheets once necessary signatures are obtained. Paraeducators will be advised to use the attached "Increase/Decrease" form when requesting modifications in time. (Appendix "E")

Section 6.4. Breaks and Lunch Periods.
Each Employee who works more than three (3) continuous hours shall be provided breaks and lunch periods as follows:

- 3.25 to 4.75 hours – one (1) fifteen (15) minute paid rest period.
- 5 to 6.75 hours – one (1) fifteen (15) minute paid rest period and one (1) thirty (30) minute uninterrupted unpaid lunch period.
- 7 hours or more – two (2) fifteen (15) minute paid rest periods, one (1) in the morning and one (1) in the afternoon; and one (1) thirty (30) minute uninterrupted unpaid lunch period.

Employees required to work through their regular lunch period will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period or a portion of, the employee shall be compensated for the foregone lunch period.

The program supervisor/administrator will not modify the above without discussion and agreement with the Paraeducator.

Breaks shall be scheduled as near the middle of the shift as possible, unless decided otherwise between the employee and the site supervisor. Breaks shall not be combined with lunch unless supervisor and employee agree.

Section 6.5. Additional Hours.
Additional hours of work beyond the contract day must be pre-approved by the site supervisor, (principal, assistant principal, administrative assistant) and will be paid at the Employee's hourly rate of pay, from a school/department budget, in the month after the time is earned. Teachers do not have the authority to approve additional hours of work. (Refer to Appendix D)

Section 6.6. Working through Lunch Periods
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and their site supervisor. In the event the District requires an employee to forego their lunch period and the employee works their entire shift, including the lunch period, they shall be compensated for the foregone lunch period.

Section 6.7. Notification of School Closure.
In the event of an unusual school closure, the District shall employ whatever customary means are available to notify employees to refrain from coming to work.

Section 6.8. Emergency Closure.
In the event that it becomes necessary to close schools because of weather or other emergency situations, employees will be notified through local radio stations, when possible, by 6:30 a.m. If

school has begun for the day and early dismissal is required, employees shall be dismissed immediately following the departure of students. No employee shall be required to report for work on a day when student attendance in the building has been suspended for emergency reasons.

Section 6.8.1. Delayed Start.
If the employee's regular starting time is affected by a delayed start, employees shall report to work thirty (30) minutes prior to the planned arrival of students (at the employee's building site). If the employee's starting time is after the time of thirty (30) minutes prior to the arrival of students; the employee would report at their regular assigned time.

Section 6.9. Hours not Worked Due to School Closure.
No employee shall be subjected to loss of pay or benefits due to non-attendance on days when the schools have been closed for emergency reasons, as long as the employee makes up the time on approved snow make-up days when applicable.

Section 6.10. Time Posted Within Building.
All Paraeducator time up to one (1) hour, [sixty (60)] minutes per day will be posted within that building and shall include beginning and ending times, length of time and duties, and shall be awarded based on seniority and availability, of those who sign up for the time. Any manipulation of existing schedules to accommodate available time of less than sixty (60) minutes will begin the process over and must be offered to all.

All Paraeducator time of more than one (1) hour [sixty-one (61) minutes plus] per day shall be posted for all employee consideration. The Association President shall be notified of all available Paraeducator time.

Section 6.11. Continuous Time.
Shifts will generally be continuous. If the District determines that a shift requires unpaid time, the job posting will explicitly say "this position contains unpaid time" so it is clearly evident to applicants. The District will notify Association Leadership of such postings.

Lunches and breaks in Section 6.4 are exempt.

Section 6.12. SPED Instructional Support.
Paraeducators required to provide individual instructional support for special needs students within a Time Out setting will be compensated

ARTICLE VII

OVERTIME

Section 7.1. Overtime Rate.
All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate. All paid holidays shall count toward hours worked for the purposes of overtime accrual.

Section 7.2. Call Back Pay.
Employees called back by the employee's site supervisor on a regular workday shall receive no less than two (2) hours pay at the appropriate rate. Time worked in excess of two (2) hours under such conditions shall be rounded to the next one-quarter (¼) hour. A callback shall be defined as any work other than the normal shift and workday, noncontiguous with the normal work shift or workday.

Section 7.3. Required Attendance for Trainings and Meetings.
All employees subject to this Agreement, who are required to attend classes, programs, meetings, etc., will be compensated for time spent at these functions at the employee's hourly rate of pay.

Section 7.4. Compensatory Time.
Compensatory time off, if elected at employee option, shall be used before the end of the pay period following that in which it was earned. Compensatory time shall be administered in accordance with current Fair Labor Standards Act rules and regulations.

ARTICLE VIII

HOLIDAYS

Section 8.1.
All employees shall receive the following paid holidays that fall within their work month:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day before or day after Christmas
12. Christmas Day or first working day before or after Christmas

Section 8.1.1. Eligibility for Holidays.
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Except for employees who work the workdays immediately before and after Juneteenth and Independence Day, no employee shall receive pay for that holiday. To be eligible for holiday pay, employees must work their assigned shifts immediately preceding and succeeding the holiday or be on approved leave time (personal leave, sick leave, bereavement leave or jury leave, etc.). Employees on a long-term unpaid leave of five (5) workdays or more will not be eligible for holiday pay.

Section 8.1.2. Day Before Thanksgiving Holiday.
On the early release day prior to Thanksgiving, Paraeducators shall be released one-half (½) hour after students have been released without loss of pay or benefits. Those employees who take leave (full shift) on that day will have designated leave banks, deducted by their normal daily hours.

Section 8.2. Holidays that Fall on Weekends
When any of the designated holidays fall on either a Saturday or a Sunday, the employee will be granted an equivalent working day off duty without reduction in pay, either the Friday immediately preceding the

holiday, or the Monday immediately following the holiday as designated by the School District, provided the classes are not in session on said equivalent working day. If classes are in session on the equivalent working day, or if for any other reason the need of the District requires the employee to be on duty on the designated equivalent day, a day during the fiscal year will be taken off determined by mutual agreement between the employee and the District.

Section 8.3. Worked Holidays.
Employees who are required to work on the above-described holidays shall receive double (2) times pay for the holiday.

ARTICLE IX

LEAVES

Section 9.1. Intent.
Employees in the District have access to a variety of leave options based on their personal circumstance. The intent of this Article is to provide general guidelines for each leave option. The District will follow current legal guidance for any State or Federal leave option and the Human Resources Department is committed to an interactive process with employees to support their needs. Employees are required to work with the District's Human Resources Office to coordinate leave options, start and end dates of leave, and concurrent or consecutive use of leave as allowed by statute.

Section 9.2. Table of Contents.

Type of Leave	Section	Status of Leave
Sick Leave	9.3.	Paid until exhausted
Family Sick Leave	9.4.	Paid until exhausted
Family Medical Leave Act (FMLA)	9.5.	Unpaid
Paid Family and Medical Leave (PFML)	9.6.	State Wage Replacement Benefit
Personal Leave	9.7.	Paid until exhausted
Emergency Personal Leave	9.8.	Paid
Bereavement	9.9.	Paid
Jury/Subpoena Leave	9.10.	Paid
Parental Leave (Maternity, Paternity, Adoption, Foster)	9.11.	Paid within limits
Unpaid Medical Leave	9.12.	Unpaid
Unpaid Personal Leave	9.13.	Unpaid
Attendance Cash-out Incentive Program	9.14.	N/A
Worker's Compensation	9.15.	State
Attendance Counseling	9.16.	N/A

Section 9.3. Sick Leave.

1. Each employee shall accumulate one (1) day of sick leave for each calendar month worked.

2. Newly hired employees will receive a prorated amount of sick time for the month hired based on the number of days worked for that month and the number of hours worked per day.

3. Sick leave shall be vested when earned and shall be accumulated up to an employee's work year pursuant to State law.

4. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year.

5. Employees shall be entitled to the use of the accumulated sick leave days as set forth above. When possible, employees shall provide thirty (30) calendar days of notice for pre-planned sick leave usage.

6. In the event that an employee terminates employment with the District while having taken sick leave days projected, but not earned, a deduction shall be made from the last paycheck in the amount of the cost of salary and benefits for those days (or fractions thereof). Such deduction is to cover the cost of extending this leave in advance.

7. No employee working at least a minimum of one-hundred eighty-one (181) day school year shall receive credit for less than ten (10) sick leave days to be placed in their sick leave account.

8. Employees shall be entitled to sick leave sharing in accordance with all applicable State laws (28A.400.380). Current statute requires one (1) year of employment history to be eligible for shared leave. Employees may receive sick leave donations from any Richland District employee. No employee is obligated to donate; however, employees may request donations from any RSD employee group through the appropriate procedures.

Section 9.4. Family Sick Leave.

1. An employee is authorized to utilize sick leave for the following reasons (reference RCW 49.46.210):

    a. Care for a family member with mental or physical illness, injury, or health condition

    b. Care of a family member who needs a medical diagnosis

    c. Care of treatment of a mental or physical illness, injury, or health conditions

    d. Care for a family member who needs preventative medical care

2. Family means any of the following:

    a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

    b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

    c. A spouse

d. A registered domestic partner

e. A grandparent

f. A grandchild

g. A sibling

Section 9.5. Family and Medical Leave (FMLA).

1. In addition to any other leave provided for elsewhere in this Agreement, eligible employees can take up to twelve (12) weeks of unpaid, job-protected leave for qualifying reasons under the federal Family and Medical Leave Act (FMLA). Qualifying reasons include:

    a. Birth of a child or placement of a child for adoption or foster care.

    b. To bond with a child (leave must be taken within one (1) year of the child's birth or placement).

    c. To care for the employee's spouse, child, or parent who has a qualifying serious health condition.

    d. For the employee's own qualifying serious health condition that makes the employee unable to perform their job.

    e. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

2. When possible, employees must provide at least thirty (30) calendar days written notice for foreseeable leaves for parental leave and planned medical treatment.

3. Employees may use accrued sick or personal leave during FMLA leave or apply for wage replacement benefits from the Washington State Paid Family and Medical Leave program (see Section 9.6 and Section 9.11).

4. During this leave, the District will continue to pay the same portion of insurance premiums as when the employee was working and will maintain the employee's coverage under the health plan.

5. Employee's returning from FMLA leave will be returned to their previous position, or one with equivalent pay and benefits.

6. FMLA-protected leave eligibility for bargaining unit members

    a. Employee must have been employed with the District for at least twelve (12) months; and

b. Employee must have worked one-thousand eighty (1080) ours or more in the previous twelve (12) months.

Section 9.6. Paid Family and Medical Leave Act (PFML).

1. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their discretion and any award is subject to the State's eligibility rules, not the employer's. Any PFML leave awarded shall be used concurrently with FMLA eligibility unless regulations specify otherwise. Employees will coordinate the duration of paid and/or unpaid leaves (e.g., PFML, Sick Leave, Personal Leave, etc.) with the Human Resources Department.

2. When possible, employees must provide at least thirty (30) calendar days written notice for foreseeable leaves for parental leave and planned medical treatment.

3. The District does not offer supplemental benefits in conjunction with the partial wage replacement provided through PFML benefits.

Section 9.7. Personal Leave.

1. Each employee will be allocated three (3) days of personal leave each year, available in September.

2. Employees hired after September will be allocated a prorated number of days.

3. Employees who terminate employment prior to the end of the school year and who have used their unearned personal days will have those unearned days deducted from their last check.

4. Personal leave may be denied due to building needs or lack of substitutes or if the employee is out of personal leave (e.g., requesting four days of personal leave when they only have three days available).

5. The employee taking this leave shall submit a written request at least two (2) workdays in advance, or three (3) weeks in advance for leaves of three (3) consecutive days or more except in the case of emergencies.

6. This leave will be granted on a first-come, first-served basis. All denials of leave shall be in writing. The employees shall be given the opportunity to take the day at another time.

7. Three (3) days of leave in any one (1) year will be cumulative.

8. The employee may bank seven (7) days at the end of June to have a maximum of ten (10) days available in the next September.

9. No more than ten (10) days may be used in the next year. If fully accrued up to three (3) days may be cashed out at one hundred (100%) percent during the fiscal year or upon termination of employment.

10. Payment for personal days may not be claimed under more than one (1) District policy for any day of absence.

Section 9.8. Emergency Personal Leave.

1. In those cases where the employee's personal presence is required outside of work, an additional three (3) paid workdays in any one (1) contract year will be granted for serious illness or serious accident in the employee's immediate family.

2. These additional three (3) days are not cumulative.

3. The District may require verification of the use of these days.

Section 9.9. Bereavement.

1. The leave provided in this paragraph for the purpose of bereavement shall be limited to a **maximum of five (5) days** of leave with pay within a twenty (20) day period for each cause of absence caused by death in the immediate family. Immediate family is defined as:

    a. Spouse
    b. Parents, Stepparents, Guardians
    c. Grandparents
    d. Brothers, Sisters, Stepbrothers, Stepsisters
    e. Children, Stepchildren, Grandchildren
    f. In-Laws (Mother, Father, Brother, Sister, Daughter, Son)
    g. Domestic Partner

2. Bereavement leave shall be allowed for absence occasioned by the death in the classified employee's extended family provided that said leave shall be limited to a **maximum of three (3) days** of leave with pay within a twenty (20) day period for each cause of absence caused by death in the extended family. Extended family is defined as:

    a. Aunts
    b. Uncles
    c. Nieces
    d. Nephews
    e. (note: covered in #1E and #1F above)

3. Bereavement leave limited to **one (1) day** of leave with pay is hereby provided in case of absence caused by death of:

    a. A close friend
    b. A relative not included in the "immediate family" or "extended family" definition.
    c. The single-day bereavement leave provided in this paragraph is limited to three (3) occasions per year.
    d. The employee shall submit, in writing, to Human Resources, justification for the number of days needed prior to taking leave. However, this justification can be submitted upon return in emergency circumstances.

4. Bereavement leave shall be taken in hourly increments, half day or whole day increments.

5. Bereavement leave shall not be cumulative.

Extensions with respect to this section may be granted on a case-by-case basis by a Human Resources Administrator and will not set a precedent.

Section 9.10. Jury/Subpoena Leave.

1. In the event an employee subject to this Agreement is summoned to serve as a juror, or subpoenaed to appear as a witness in court, or is named as a co-defendant with the School District, they shall receive their normal days' pay for each day they are required in court.

2. Any expense reimbursement received for such service shall be retained by the employee.

3. In the event that an employee is a party in a court action, such employee may request unpaid leave see Section 9.13.

Section 9.11. Parental Leaves (Maternity, Paternity, Adoption, Foster).

1. Absence from work due to pregnancy is to be treated as if the employee were sick or otherwise temporarily disabled.

2. Parental leave shall commence at the designation of the employee and the employee's personal physician. Employees may apply for Washington Paid Family and Medical Leave (PFML) at their discretion and any award is subject to the State's eligibility rules, not the employer's. Any PFML leave awarded shall be used concurrently unless regulations specify otherwise. Employees will coordinate the duration of paid and/or unpaid leaves (e.g., PFML, Sick Leave, Personal Leave, etc.) with the Human Resources Department.

3. Parental Leave shall not exceed twelve (12) weeks. Leaves beyond twelve (12) weeks will be considered a leave of absence and follow the process defined in Section 9.12 and 9.13.

4. The employee shall notify the District at least ten (10) workdays prior to the date upon which the employee intends to return to work following parental leave.

5. Employees returning from parental leave shall be placed in their former position in the District. Should their parental leave extend into an unpaid personal leave, their total hours at the time of their leave are protected but not any specific school or job placement.

6. For additional guidance on PFML and the state PFML go to the benefit guide at https://paidleave.wa.gov/?s=Benefit+guide

7. This section shall comply with State and Federal Statutes related to parental leave.

Section 9.12. Unpaid Medical Leaves.

1. If an employee has exhausted their personal leave, a request for unpaid leave may be advanced to the Human Resources Department and will be addressed on a case-by-case basis dependent upon circumstances.

2. This leave is not guaranteed, and the granting or denial of unpaid leave shall be at the discretion of a Human Resources Administrator.

3. Any employee, after probationary status and within the first two (2) years of employment who faces or is recovering from a life-threatening illness, documented by a doctor's note, shall be eligible for an unpaid Medical Leave of Absence on a case-by-case basis.

    a. If the unpaid leave is approved by a Human Resources Administrator, a temporary posting will be posted, and the employee will have the right to return to their position when released back to work consistent with the terms of this CBA.

    b. If a Human Resources Administrator denies a Medical Leave of Absence request, the District will submit in writing to the employee and the Association's President their reasoning for denying the medical leave.

4. An unpaid medical leave may be extended to a maximum of two (2) consecutive contract years or portions thereof with appropriate medical documentation.

Section 9.13. Unpaid Personal Leaves of Absence.

1. An employee must have at least two (2) continuous school years of employment with the District to be eligible for an unpaid leave of absence.

2. An unpaid leave of absence of more than forty-five (45) workdays and **up to one (1) contract year** may be granted by the District upon written request of the employee to the Human Resources Department.
    a. Such leave requires approval by a Human Resources Administrator

    b. Seniority shall not be lost during an unpaid leave of absence

    c. Seniority will not accrue during an unpaid leave of absence

    d. A request for an unpaid leave of absence must be submitted to Human Resources no later than thirty (30) calendar days before the starting date of the unpaid leave of absence.

    e. The written request must specify the length of leave requested.

    f. Unpaid personal leaves of absences may not cross into the subsequent contract year. Leaves of Absence are not guaranteed.

3. Employees requesting an unpaid leave of absence to student teach or leave the bargaining unit to work in another bargaining unit within the School District for one (1) year shall be returned to their prior positions with seniority, salary step and sick leave held at the time of the leave of absence.

4. Positions shall be filled with a Replacement Employee as defined in Section 1.4 during the leave.

Section 9.14. Sick Leave Attendance Cash Out.

1. Cash Out Incentive:

a. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, employees may exercise an option to receive remuneration for unused leave in accordance with applicable RCW's and WAC's.

b. As of the start of this contract, the remuneration rate is one (1) day's monetary compensation for each four (4) days of accrued leave which shall be deducted from accrued leave time in excess of sixty (60) days.

c. Should state law change #2 above, the District will automatically adjust to the new ratio.

Section 9.15. Workers Comp.

1. Any employee covered by Workman's Compensation and State Industrial Insurance, may upon request and upon loss of time due to a job-related injury or illness be paid sick leave in the amount of the difference between their regular pay and compensation received from the State Department of Labor and Industries.

2. The full amount of sick leave may, upon request, be paid for the first three (3) days of the workplace injury. This is charged to the employee's sick leave bank.

3. Should an employee be absent from work due to a workplace injury fourteen (14) days or longer and later receive time loss compensation for the first three (3) days of absence, sick leave may be re-credited to the employee's sick leave as a buy-back option.

Section 9.16. Attendance Counseling.

1. When an employee has expended all leave and requests additional time-off, a supervisor may request the employee to provide a summary of reasons for all leave taken within the current year.

2. Prior to initiating the disciplinary process with an employee with excessive unpaid leave, the Supervisor will have a leave counseling session with the employee which may include written attendance expectations.

3. Progressive Discipline (consistent with RSD Policy #5275 and due process rights in Article XII, Section 13.1 of this CBA) may be administered after written attendance expectations have been issued to the employee.

4. Excessive unpaid absences may result in termination of employment.

ARTICLE X

SENIORITY

Section 10.1. Definition – Hire Date.

The seniority of an employee within Richland Association of Paraeducators bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter referred to as "hire date") within the Paraeducators Bargaining Unit unless such seniority shall be lost

as hereinafter provided. In the event of a tie in seniority dates, the application date shall be the governing date. All employees with the same application date will have seniority determined by drawing lots.

Section 10.2. Loss of Seniority.

An employee shall lose seniority for any of the following reasons:

A. Resignation.
B. Discharge.
C. Retirement.
D. Layoff without recall for a period of twenty-four (24) months.
E. Failure to report following a recall or completion of a leave of absence.

Section 10.3. Seniority Retention.

Seniority rights shall not be lost or accrued for the following reasons, without limitation:

A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
B. Time spent on other authorized leaves.
C. When an employee leaves the bargaining unit to work in another bargaining unit within the School District for up to one (1) year.

Section 10.4. Seniority Rights.

The employee with the greatest seniority shall receive first consideration for assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with the junior employee or other applicant(s). Seniority applies to layoffs consistent with Sections 10.5 and 11.2 If the District determines that the seniority rights should not govern because the junior employee or other applicant(s) possesses ability or performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association President, its reasons why the senior employee or employees have been bypassed. An observation for feedback per Section 3.7.1shall be performed on all employees who transfer into a new position (i.e., crossing guard to life skills) near the end of their first twentieth workday. This is not considered a probationary period for employees who have previously passed probation.

Section 10.4.1. School Year Position.

Paraeducators must remain in the position they start the school year in for the duration of that school year unless a new or open position offers monetary gain, such as an increase in hours, in which case they may apply. However, in the event extenuating circumstances exist, the employee will notify HR at the time of application and the District will consider the situation on a case-by-case basis. All employees bypassed due to this section will receive a written notification justification of the bypass and reason of the denial. A copy of the notification will be provided to the union's designee(s).

Section 10.4.2. Trial Period.

Paraeducators who bid on and are awarded a position outside their current position within the Paraeducator Bargaining Unit (i.e., crossing guard to Life skills) shall be considered to be in a trial period not to exceed forty (40) workdays, with the right to return to their previous position. During this trial period the employee will be trained in the skills and requirements of the new position, and will be provided a written observation, using the observation form.

An employee in a trial period may voluntarily request to return to their previous position, during the trial period, or may be returned to their former position if found to be deficient in the skills of the position during the trial period. Any decision to return an employee to their former position will be made by the thirtieth (30th) workday. Former positions shall be filled temporarily during the trial period. Trial periods do not apply to Paraeducators who transfer to a new position during the annual Paraeducator Bid Fair.

Section 10.4.3. Not Eligible for Transfer.
Employees whose most recent evaluation noted unsatisfactory performance will not be eligible for transfer without the approval of the Executive Director of Human Resource. Exceptions may be considered on a case-by-case basis and are not precedent setting.

Section 10.5. Seniority and Bid Fair.
Seniority rights shall not be lost during any bid fair processes as contained in this contract. However, in consideration of those employees who are awarded positions, in compliance with the bid fair provisions, the following applies:

A. Employees who fail to adhere to the bid fair provisions will not be given preferential rights to displace a junior employee in a position that was awarded at the bid fair. Bid Fair Procedures are attached hereto and incorporated herein as "Appendix A".

B. Transfer of Program -
Complete transfers of program or classroom from one (1) building to another may result in the transfer of the Paraeducators, on a seniority basis, when there is no impact to wages, hours or working conditions of employees, or any segment of their position. The Program Director, Human Resources and the President of the Association will meet to determine the appropriateness of such transfer.

C. Transfer of One-on-One Students -
Transfers of Paraeducators when a one-on-one student is transferred or discontinued shall be accomplished on a case-by-case basis. The Employee will be given ten (10) day notice of change of assignment and schedule for the remainder of the contract year. The Employee shall be kept "whole" in wages and hours.

Section 10.5.1. Reduction of Hours / Layoff.
For the purposes of reduction of hours/layoff only the following processes shall apply: (Reduction of hours is the elimination of any portion of a position. Layoffs are defined as the complete elimination of employees based on seniority position and can be due to the need to reduce total hours of the unit).

1. Management shall identify total Paraeducator hours to be reduced.

2. Reduced hours will not include temporary hours, or overload hours. However, these hours shall be identified during the processes defined in this section.

3. The District shall lay off the least senior employees up to the total number of hours identified in No. 1.

4. Specific hours, reductions/budget cuts shall be identified, and reductions made by building and program seniority.

5. Should hours that were originally reduced become available within eighteen (18) consecutive months and the same employee is in the position, those lost hours shall be restored to the original job, without having to post the additional hours. Shall the employee select to forgive those hours, they shall be posted.

Section 10.5.2. Reduction of Hours / Layoff – Process.

Recognizing the uniqueness of the Paraeducator unit, and the difficult budgetary considerations, the following process shall be strictly adhered to in the event of any and all reduction of hours or layoff. Seniority shall be the guiding factor in all decisions impacting the Paraeducators Association.

Management shall reduce to writing the manner and method of any reduction in force or layoff and include this in the initial notification to the Association.

The District shall notify the Association of the intent to reduce hours and/or lay-off that may occur in the upcoming school year prior to May 15 of the current school year. In the event of significant staffing reductions (i.e., school closure or program elimination) the parties agree to meet and discuss the process for assigning all remaining positions. This process may include displacement (bumping) to support retention of overall time according to seniority.

The District shall provide a list of all known reduction of hours and any resulting layoffs to the Association no later than June. Reduced hours will not include temporary hours, or overload hours. However, these hours shall be identified during the processes defined in this section. Additional reductions or layoffs due to budget, program changes or negotiated agreements shall be provided to the Association as soon as possible, but no later than ten (10) workdays prior to the bid fair.

Any new or open positions, resulting from this procedure, shall be contained on a separate list that contains the following:

1. Position title
2. Location
3. Number of Hours
4. Shift times

Section 10.5.3. Association Review of Reductions / Layoffs.

The Association shall have fifteen (15) workdays once the June 1st lists are received to note any discrepancies and provide those to management.

Section 10.5.4. Restoration of Hours / Positions.

Any layoffs (complete elimination of positions) shall be accomplished in strict accordance with the seniority provisions and the processes as defined in this section.

All effort will be made to restore hours lost to employees impacted that could not recapture their hours. Restoration of hours shall be accomplished with strict compliance to Sections 6.10 and 6.11.

Those employees, who remain on layoff, after completion of the bid fair, shall have preferential rights to new and open positions over junior employees or outside hires.

Section 10.5.5. Reduction of Hours / Layoff – Bid Fair Conclusion.
At the conclusion of the bid fair, management shall provide a list of all employees who did not re-capture cut hours and/or those who remain on layoff, and the reason for the non-recapture and/or layoff. Management shall provide an updated list to the Association President on a quarterly basis.

Section 10.5.6. Additional Reduction of Hours / Layoffs After Bid Fair.
Any further reductions/layoffs that may occur after the conclusion of the bid fair process shall require notification to the Association and the opportunity to bargain prior to implementation.

Section 10.5.7. Changes to Certificated CBA Impacting Paraeducators.
Any change to the Certificated Contract, through negotiations, that may impact the Paraeducator Association, shall require bargaining between the parties.

Section 10.5.8. Restrictions on Bidding.
As per Section 12.4.2., Paraeducators with unsatisfactory ratings on evaluations may be restricted from bidding.

Section 10.5.9. Consultation Required.
Any deviation from this process shall require consultation with the Association prior to implementation.

Section 10.6. Notification and Posting of Open Positions.
The District shall notify the Association President of open positions as soon as possible after the District is apprised of the opening. The position will be advertised for a minimum of five (5) workdays before selection is made. Should positions come available after April 1 with the exception of summer school, the position will be held until the Layoff/Reduction/Displacement process (Aka Bid Fair) has been negotiated for the upcoming school year.

All positions (new, open, vacated, temporary or replacement) shall be posted within five (5) workdays after the District is apprised of the opening and shall include the beginning and ending date, number of hours and number of days; using the attached template and should follow the same guidelines as above. Notification of the posting will be sent simultaneously to the Association President or designee.

Section 10.7. Distribution of Vacated Hours.
If the District determines that an existing, vacated position should be divided or have its hours distributed and if the total position to be divided or distributed had generated benefits, those benefits shall not be lost to the unit and shall be retained or gained by positions affected by the division or distribution. All decisions to divide or distribute existing positions shall be in writing, discussed and resolution attempted with the Association before implementation.

Section 10.8. Probationary Period.
Each new employee shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. Probationary employees are subject to discharge without review through the grievance procedure. Employees will only incur one (1) probationary period.

Section 10.8.1. Probationary Period Observations.
Each probationary employee shall have an observation completed (Observation Worksheet, Appendix C) in accordance with Section 3.7.1 on or before the forty-fifth workday (halfway point). Probationary employees shall be informed, prior to their formal evaluation (ninety workday period), of any deficiencies and given an opportunity to improve, if applicable.

Section 10.8.2. Probationary Period –Remain in Position.
Each probationary employee shall be required to remain in their original position of hire for the entire probationary period. However, probationary employees may apply for any additional hours at their worksite, if available and that can be incorporated into their original hours, in accordance with the seniority provisions of the Collective Bargaining Agreement. In the event a probationary employee's hours are significantly reduced, that employee may request the option to bid on any open position to finish out their probationary term.

Section 10.8.3. Notification to Probationary Employees.
The Human Resources Office shall be responsible for communicating the terms of the probationary requirements to all new hires at orientation. The attached form shall be provided to all new hires and their signature will indicate acknowledgement of the probationary terms of the Collective Bargaining Agreement. The signed form shall be maintained in the employee's personnel file and copies shall be provided to the Association President.

Section 10.9. Seniority Lists.
Seniority Lists shall be updated December 1, March 1, and May 1 of each school year. The list shall be provided to the Association ten (10) workdays prior to distribution. A copy of the lists shall be provided to all Association members. Corrections that may be needed during the year will be discussed between the District and the Association prior to corrections being made.

ARTICLE XI

DISCHARGE, DISCIPLINE AND LAYOFF OF EMPLOYEES

Section 11.1. Discharge and Discipline.
The District shall have the right to discipline or discharge an employee for just cause. An employee who is discharged or disciplined shall have the right to review through the grievance procedure. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The following progression of employee discipline shall be generally followed: oral warning, written reprimand, suspension, termination.

Section 11.2. Layoff.
Should the District decide to discharge any non-annual employee, the employee shall be notified in writing prior to the expiration of the school year. Should the District decide to layoff any employee, notice

of layoff will be given to the employee as soon as practicable after the need for layoff becomes known to the employer. Copies of these letters shall be sent to the Association President and shall contain the layoff procedures as stated below.

Section 11.2.1. Layoff Procedures.
In the event of layoff, employees so affected are to be placed on a reemployment list, maintained by the District according to seniority ranking. Senior employees who have been laid off are to have absolute priority over junior employees on layoff status or new hires, in filling openings. Names shall remain on the reemployment list for twenty-four (24) months.

The District will provide the Association with advance notice and reasonable opportunity to bargain layoffs and/or reductions in hours. In emergent situations, as currently provided by law, the District will negotiate these matters with the Association as soon after implementation as is possible. It is the responsibility of those in layoff status to apply for available new or open positions. Employees on layoff status shall file their address, phone number and email address (if applicable) in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. The District shall send a certified letter to the last address on file for the employee or obtain the signature and date of an employee being offered reemployment.

An employee shall forfeit rights to reemployment if the employee does not comply with the requirements of this CBA, or if the employee does not respond to the offer of comparable reemployment within ten (10) workdays. An employee on layoff status who rejects an offer of employment similar in wages, hours and working conditions will be removed from layoff status.

Section 11.3. Representation.
Employees required to engage in pre-disciplinary discussions with supervisors shall be entitled to union representation in those discussions.

Section 11.4. Investigatory Interviews/Disciplinary Actions.
In the event formal investigatory interviews are to be conducted, each employee has the right to the following information prior to such interview:

1. Written notice twenty-four (24) hours, one (1) workday, prior to any meeting, unless waived, in writing, by the employee and Association Representative.

2. Written notice informing the employee that they have the right to have representatives of their choosing.

In all disciplinary actions where formal, written charges are to be given an employee, the District will give the following notice:

1. Minimum notice of twenty-four (24) hours, one (1) workday, prior to the meeting time.

2. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to the meeting time.

Inform the employee that they have the right to have representatives of their choosing at the meeting.

ARTICLE XII

TRANSFER OF PREVIOUS EXPERIENCE

Section 12.1. Transfer of Previous Similar Work Experience.
New employees within the jurisdiction of this Agreement will be employed at the salary schedule mutually agreed upon within this contract at the appropriate step. Up to a maximum of one (1) year of comparable and applicable work experience received elsewhere other than with a Washington State School District may be credited to an employee in determining placement step on the salary schedule. In any case, no new employee to the District from other than a Washington State School District may be placed higher than Step 2 on the salary schedule. To be credited, such work experience must be equivalent to, or comparable to, the work performed in the position being filled. This experience must have been received within the five (5) years immediately preceding the date of employment with the School District.

An employee who desires such credit shall submit an application not later than six (6) months after date of employment, supplying all necessary details. This application will be considered, and the experience evaluated by the District. The employee shall receive notice of the results of their application within ten (10) workdays from the date of submission to Human Resources. If the District cannot meet this time period, the employee will be given notice and reason for delay plus an estimated time of determination. Upon approval of experience, salary will be adjusted according to placement step established by prior experience, retroactive to date of employment with the School District.

Section 12.2. Transfer of Washington State School District Experience.
Employees who leave any school District within the State of Washington and commence employment or reemployment within a seven (7) year period with the Richland School District shall retain the same longevity, leave benefits, and other benefits (including years of experience on the salary schedule and vacation credit but excluding seniority) that the employee had in their previous position unless the District's system for computing such benefits differs from that of the previous school District, in which event the transferring-in employee shall be granted the same longevity, leave benefits, and other benefits (including years of experience on the salary schedule and vacation credit, but excluding seniority) as an employee in the Richland School District who has similar occupational status and total years of service.

If a transferring-in employee is hired into a classification different than the classification held at the previous school District, the transferring-in employee shall be granted the same longevity, leave benefits and other benefits (including years of experience on the salary schedule and vacation credit, but excluding seniority) as an employee in the Richland School District who made a change in classification.

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1. SEBB Insurance.
Unless modified by the Legislature, employees projected to be working six hundred thirty (630) hours or more shall be eligible to receive a District contribution for their selected insurance benefits. All paid leaves shall count toward hours worked for SEBB purposes as defined by SEBB. The six hundred thirty (630) hour eligibility threshold is defined by SEBB and is subject to change at the State level. (e.g., If 630 changes, the parties agree to change to the new state eligibility threshold.)

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 13.2. SEBB – Open Enrollment.
The open enrollment period and regulations shall be defined by State Law and the School Employees Benefits Board (SEBB). Once open enrollment is completed, no insurance options may be added or deleted during the contract year except for reasons associated with family status changes. Employee(s) filling new positions and hired after September 1 may elect insurance coverages from the plans available during timelines set by SEBB. New (current year) employees shall receive the state benefit allocation to apply towards their SEBB selections. Employees who use the State appeal process to appeal eligibility or coverage decisions made by SEBB are bound to the decision of the State hearing officer. There is not a CBA grievance recourse to challenge decisions made by the State.

Section 13.3. SEBB – New Employees.
Coverage for new employees shall begin after the first full calendar month of employment unless otherwise defined differently by SEBB and shall continue for each month thereafter.

Section 13.4. SEBB – Leaving Employment.
Any employee terminating employment shall be entitled to continue receiving the District insurance contribution as defined by SEBB guidelines.

Section 13.5. SEBB – Benefits.
Mandatory participation for the benefit program shall consist of the following benefits:

1. Basic Life and Accidental Death and Dismemberment (AD&D)
2. Basic Long-Term Disability
3. Dental
4. Vision

Optional participation for the following benefits shall consist of:

1. Medical

2. Supplemental Life and Accidental Death and Dismemberment (AD&D)- additional coverage may be purchased by employees at their discretion.

3. Supplemental Long-Term Disability – additional coverage may be purchased by the employees at their discretion.

It is the responsibility of the employee to enroll into these plans and insurances. All benefits offered will follow SEBB guidelines.

Section 13.6. Liability Coverage.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 13.7. Workers Compensation.
The District shall cover employees with State Industrial Insurance. Payment of premiums will be shared by the District and the employee in accordance with State regulations.

Section 13.8. Retirement Contribution.
The employee contribution to the State Public Employees Retirement System shall be tax deferred in accordance with applicable State Laws.

Section 13.9. Employees Seeking Legal Redress.
The District shall support any employee in seeking legal redress for violations of the law committed by students, or members of the public who verbally or physically abused that employee while they are performing contracted duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the County Prosecutor for purposes of prosecuting the case. The District expects that employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

A. The District agrees to provide reimbursement to staff of loss of personal property or damage thereto when damages or loss occurs when the property is located on the grounds or buildings of the school District for purposed related directly to job-related responsibilities. Such property shall be registered with the Site Supervisor upon entry and notification shall be given to the office when personal property is removed from the employee's assigned area of work. Such obligations shall be limited to a maximum claim of one thousand dollars ($1,000.00) per employee in any school year or five hundred dollars ($500.00) per incident.

    1. The District agrees only to pay losses to personal vehicles under the deductible clause of the employee's personal vehicle insurance up to two hundred fifty dollars ($250.00). This coverage will exist for personal vehicles while they are located on school property while the employee is involved in school activities or school business.

    2. Other items of personal property will be covered as stated in paragraph B only after they have been listed and registered, giving a reasonable replacement cost, with the Site Supervisor. In the event that the Site Supervisor determines that the District should not be responsible for damage or loss of certain personal items, they shall so notify the employee. Effective upon delivery of such notice, the District shall assume no responsibility with respect to any such item. Employees are encouraged to seek approval of the site supervisor prior to bringing personal property to school.

3. If any damaged or lost item is insured under personal insurance policies, the District shall be responsible for that portion of reimbursement not obtained from such carriers up to the limits of coverage set forth in this Section. In no case will the District accept liability for lost cash, checks, money orders, or jewelry.

B. The employee must report the theft, vandalism, or assault to the appropriate police officials within seventy-two (72) hours of knowledge of the incident.

C. The Board will maintain a public liability insurance policy which will provide coverage for classified employee of the District for liability incurred by the classified employee while acting as an agent of the District within the scope of employment.

D. Whenever a classified employee is absent from employment and unable to perform their duties as a result of personal injury sustained in the course of their employment, they will be paid their full salary for the period of their absence to the limit of their accumulated sick leave less the amount of any workmen's compensation award made for disability due to said injury. Such absence will be charged to the employee's annual or accumulated sick leave in a pro-rated amount as workmen's compensation bears to the employee's daily sick leave.

ARTICLE XIV

PROFESSIONAL DEVLOPMENT AND CERTIFICATION REQUIREMENTS

Section 14.1. Professional Development Committee.
It is mutually agreed that the Association and the District will cooperate in developing in-service programs needed by the District and Association members. The District and the Association agree to establish a joint professional development committee. Professional development programs will be provided to allow Paraeducators the opportunity to gain skills and further training. Employees will be paid to attend professional development activities that are required by the District as part of their current position. Other training activities will be provided by the district, at no cost to the employee, but the employee will not be paid or required to attend. When appropriate, teachers may be asked by the joint committee to provide recommendations for Paraeducator training needs. However, training required by the Employer shall be paid by the employer.

The Labor Management committee will establish a list of professional development in-service programs and review it annually.

Section 14.2. Mandatory Trainings.
Mandatory trainings will be offered during an employee's normal work hours. The District will designate the two (2) weeks before school starts for this mandatory training and make a concerted effort to limit trainings to this time period. Employees new to positions may be required to attend training outside of their normal work hours for required training that is indicated on the job posting. Employees will be notified before the last day of school for the dates and times of trainings occurring before the start of the next school year.

Section 14.3. Paraeducator Certificates.

The State of Washington and the Paraeducator Standards Board (PESB) determined that all Paraeducators must begin a formal certification. This applies to classified public school or school District employees who work under the supervision of a certificated or licensed staff member, from grades Kindergarten to Grade 12, to support and assist in providing instructional and other services to students and their families. All Paraeducators in the bargaining unit are subject to this certification process. The District and the Union support this program as it continues to change as directed by the state.

District Responsibilities:

1. Provide training that meets the requirements of PESB in the Fundamental Course of Study (FCS)/General Paraeducator Certificate (GPC) as required by the State.

2. Provide training multiple times throughout the school year to include but not limited to upon hire, early release days, professional days, and during conferences.

3. Assume all associated costs in obtaining these certificates such as but not limited to a PD enroller software and ESD clock hour costs.

4. Maintain clock hour records.

5. Develop a training calendar with opportunities for make-up sessions.

6. Clearly communicate to Paraeducators when trainings will be offered.

Paraeducator Responsibilities:

1. Register for and participate in courses provided by the District.

2. Maintain records of training including course completion certificates.

3. Use the e-certification system to enter the completion of the Paraeducator Certificates. (No information is entered into e-cert until the FCS is completed, i.e., all twenty-eight [28] hours.)

4. Complete fourteen (14) hours of District provided training each year towards the Paraeducator Certificates.

5. The District will make every effort to provide multiple opportunities for training but acknowledge extenuating circumstances might limit a Paraeducator's ability to attend training. The District and PSE will address these issues on a case-by-case basis.

6. Paraeducators who do not complete the training required by the state may be subject to layoff provisions. The District and PSE will address these issues on a case-by-case basis.

If there are any legislature impacts to the Paraeducator training or the completion of the Paraeducator Certificates, the District and PSE agree to bargain the legislative impact. Should

the State discontinue funding for Paraeducator certification, this section of the CBA is null and void.

Section 14.3.1. Course Offerings.
The District will provide two (2) additional contracted days (7 hours per day) for FCS and GPC trainings. Employees must register for and time sheet these additional hours to receive compensation. Throughout the year, the District will contract ESD for course offerings for Paraeducators to meet the Paraeducator certificate trainings.

Section 14.4. Registered Behavior Technician.
Positions will be posted as RBT preferred. Employees without RBT Certification must be willing to commit to completing certification within six (6) months of their hire date. Employees will be responsible for the hours and fees related to getting their certification. RSD will work to accommodate any unforeseen delays in the certification process.

Employees who do not acquire their RBT Certification within six (6) months of hire shall be notified by the District Human Resources department that their contract will not be renewed the following year if they do not acquire the certification by the last workday of the school year. They will be given the opportunity to apply for positions immediately if they choose and will be given the opportunity attend the annual para bid fair.

Section 14.5. ECEAP Certification.
Staff who do not meet the minimum program requirements but wish to work in ECEAP positions will be required to sign a written professional development plan outlining a schedule for completing the educational requirements.

1. The District will make an adequate number and type of workshops available for staff to comply with their professional development plan.

2. Employees will be responsible to obtain any required college credits identified in their professional development plan.

Section 14.6. ELL Paraeducators.
ELL bilingual required Paraeducators that are required to be bilingual and biliterate are required to translate documents or interpret between two (2) or more individuals (students, Teachers, families, office) who speak different languages (during or outside their contracted workday) shall be compensated at the appropriate rate on Schedule A.

a. ELL bilingual required Paraeducators must pass a competency level assessment for both bilingual and biliteral skills to qualify for the position and be eligible for the pay enhancement.

b. ELL bilingual required Paraeducators can also translate written or electronic emails or documents for students or staff. They will not be required to do newsletters or other schoolwide communications.

c. The District shall provide instruction, when necessary, for employees utilized in this capacity.

d. Employees shall be expected to maintain strict confidentiality when acting as interpreters.

The District assumes full responsibility for the good faith actions of any employee willing to perform such duties.

ARTICLE XV

DUES DEDUCTION

Section 15.1. Membership.
(Reference RCW 41.56.110) The Association which is the legally recognized Exclusive Bargaining Representative of the classified staff as described in the recognition clause of this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written, electronic, or recorded voice authorization form), an amount equal to the fees and dues required for membership in the Association.

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restraint, retaliate, coerce, or interfere against any employee in that process.

Section 15.1.1. Classified Employee Report to The Union.
The Employer agrees to submit an electronically a monthly report to membership@pseofwa.org and the Chapter President along with its remittance of dues containing every bargaining unit employee's: employee number, classification, job title, work location, personal phone number, address, hourly rate of pay, hours worked, gross pay, union dues paid, and language preference.

The Employer agrees to provide the names of all classified employees who are not having dues withheld to the Union on October 1 and March 1 of each year of this Agreement.

Section 15.1.2. Authorizations.
The District agrees to accept dues authorizations via written, voice authorization or by E-signature in accordance with "E-SIGN". Public School Employees of Washington / SEIU Local 1948 (PSE) will provide a list of those members who have agreed to Union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

Section 15.2. Authorization Remains in Effect.
The dues deduction and authorization form shall remain in effect from year to year and shall be irrevocable unless revoked within the terms and conditions of the authorization. The dues deduction forms must be delivered to the Business Office within thirty (30) workdays of an individual's beginning date of employment.

Section 15.3. Political Action Committee.
The District shall, upon receipt of an authorization that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses

for deduction for political purposes and shall transmit the same to the Union on the Union dues transmittal check. The employee may revoke the request at any time.

Section 15.4. Hold Harmless.
The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District as a result of the District's acceptance of authorizations for payroll deduction of dues and/or PSE's representations regarding the existence of a valid membership authorization or voluntary political contributions.

Section 15.5. Operational Fees.
In addition to the above fees, the Association has voted to assess a seventy-five cents ($0.75) per pay period fee to be used for local Chapter operations. Such dues shall be deducted from each member's monthly paycheck and forwarded to the Association President. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the representation fee deduction.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1. Definition – Grievance.
Grievance or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 16.1.1. Grievances That May Be Initiated at Superintendent Level.
Grievances related to the interpretation and/or application of this Agreement when filed in the name of the Association, or when filed by an individual when resolution can only be obtained through the Superintendent or their designee, may be initiated at the Superintendent's level as provided hereinafter.

Section 16.1.2. Step I – Informal Meeting with Site Supervisor.
Employees shall first discuss the grievance with their site supervisor. If employees so wish, an Association representative may accompany them at such discussion. All grievances not brought to the attention of the site supervisor, in accordance with the preceding sentence, within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 16.1.3. Step II – Reduce to Writing – Site Supervisor.
If the grievance is not resolved to the employee's satisfaction, in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

1. The facts on which the grievance is based.

2. A reference to the provisions of this Agreement, which has allegedly been violated/misinterpreted/misapplied.

3. The remedy sought.

The employee or the Association shall submit the written statement of grievance to the Site Supervisor for reconsideration within five (5) workdays of the Step I informal meeting. The Site Supervisor will have five (5) workdays from submission of the written statement of the grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 16.1.4. Step III – Superintendent or Their Designee.
If no settlement has been reached within the five (5) workdays referred to in the preceding subsection, and the Association believes the grievance to be valid, it shall be submitted within fifteen (15) workdays to the District Superintendent or their designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 16.1.5. Step IV – School Board Level.
If no settlement has been reached or the Superintendent or their designee has been non-responsive, within the ten (10) workdays referred to in the preceding paragraph, a written statement of the grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. The Board will meet and render their decision within twenty (20) workdays.

Section 16.1.6. Step V – Arbitration.
If the Association is not satisfied with the disposition of the grievance by the Board within five (5) workdays of the same, or if no disposition has been made within the period above provided, the grievance may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within five (5) workdays receipt of the written disposition of the Board.

Section 16.1.7. Arbitration Costs.
Each party shall bear its own costs of arbitration except that, the parties shall, equally share fees and charges of the arbitrator, if any.

Section 16.1.8. Time Limits Strictly Observed.
The time limits provided in this Article shall be strictly observed. Failure of the grievant to proceed with their grievance within the time herein before provided shall result in the dismissal of the grievance. Failure of the District or its representatives to take required action within the time provided shall entitle Public School Employees of Washington / SEIU Local 1948 to proceed to the next step on the grievance procedure. Timelines may be held in abeyance on all grievance steps shall both parties agree.

Section 16.2. Grievances Held During Work Hours.
The grievance or arbitration discussions shall take place whenever possible on school time. The Employer shall not discriminate against any individual employee or the Association for taking action under this Article.

ARTICLE XVII

SALARIES

Section 17.1. Definition Wages.
Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 17.2. Retroactive Wages.
Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 17.3. Retroactive Payments.
Retroactive payment shall be made to all bargaining unit employees as soon as possible and in a single payment.

Section 17.4. Annual Employee Status Sheets.
Status sheets shall be provided to each employee no later than November 1 of each year, and/or within ten (10) workdays of any change in shift, hours, or wages, showing salary computation by an hourly basis.

Section 17.5. Wage Increments Effective Date.
Increments shall take effect on the employee's anniversary date. For those employees hired within the first fifteen (15) days of the month, the effective date is the first of that month. For those employees hired after the fifteenth, their anniversary date is the first of the next month.

Section 17.6. Wage / Benefit Increases.
During the 2024-25, and 2025-26 contract years, the District will increase wages on Schedule A by the same percentage as the state-funded inflationary adjustment, if any, applied by the state to the classified allocation for school employees, with the following minimum increases applied to Schedule A wages.

A. 2023-24 Revised Schedule a includes IPD - 3.7% increase from base rates of the 2022-2023 schedule A. 2022-2023 Enhancements added to Level 2, Level 3, and Level 4 after IPD Increase.

B. 2024-25 minimum 4% for all Levels on Schedule A

C. 2025-26 minimum 2% for all levels on schedule A. and add a Step 3 starting at the beginning of year seven (7) at 3% above Step 2.

Section 17.7. Rounding of Hours Worked.
For purposes of calculating total daily hours, time worked shall be rounded up to the next quarter (¼) hour.

ARTICLE XVIII

SEPARABILITY OF PROVISIONS

Section 18.1. Severability.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 18.2. Conflicts with State or Federal Law.
Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations.

ARTICLE XIX

TERM

Section 19.1. Term of Agreement.
The term of this Agreement shall be September 1, 2023, to August 31, 2026.

Section 19.2. Agreement Applicability.
All provisions of this Agreement shall be applicable to the entire term of this Agreement, except as provided in the following section.

Section 19.3. Reopening Agreement.
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; this Agreement shall be reopened, as necessary, to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 19.3.1.
The Association shall have the right to open the contract any time to deal with Health Insurance issues related to compliance with state or federal law.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

RICHLAND PARAEDUCATORS CHAPTER

BY: Annie Carlson (Sep 29, 2023 09:04 PDT)
Annie Carlson, Chapter President

DATE: Sep 29, 2023

RICHLAND SCHOOL DISTRICT #400

BY: Tim Praino (Oct 4, 2023 15:09 PDT)
Tim Praino,
Executive Director of Human Resources

DATE: Oct 4, 2023

RSD Paraeducators - Schedule A 2023-2024

YEAR OF SERVICE		YEAR 1 - 3	YEAR 4+
Level 1		$18.88	$20.21
General Education Paraeducators	Longevity-7y +2%	$19.26	$20.61
RR Paraeducators	Longevity-10y +3%	$19.83	$21.22
	Longevity-15y +3%	$20.39	$21.83
	Longevity-20y +3%	$20.96	$22.43
	Longevity-25y +3%	$21.53	$23.04
Level 2 (Includes $.60 Enhancement)		$19.48	$20.85
ECEAP	Longevity-7y +2%	$19.86	$21.27
	Longevity-10y +3%	$20.43	$21.89
	Longevity-15y +3%	$20.99	$22.52
	Longevity-20y +3%	$21.56	$23.14
	Longevity-25y +3%	$22.13	$23.77
Level 3 (Includes $1.25 Enhancement)		$20.13	$21.54
BESST, Life Skills, ERR, Structured	Longevity-7y +2%	$20.51	$21.97
DD Preschool, Community Based Transition Center	Longevity-10y +3%	$21.08	$22.62
Health Room Paraeducator	Longevity-15y +3%	$21.64	$23.26
1:1 Paraeducator	Longevity-20y +3%	$22.21	$23.91
Supplemental Support Paraeducator	Longevity-25y +3%	$22.78	$24.56
Level 4 (Includes $2.50 Enhancement)		$21.38	$22.88
Registered Behavioral Technicians	Longevity-7y +2%	$21.76	$23.34
ELL Bilingual Required	Longevity-10y +3%	$22.33	$24.02
Hearing Interpreter with no certifications	Longevity-15y +3%	$22.89	$24.71
Hearing Interpreters (with appropriate credentials)	Longevity-20y +3%	$23.46	$25.40
Home Health Advocate	Longevity-25y +3%	$24.03	$26.08
Braillist without State certificate			
Level 5		$35.37	$39.58
Certified Occupational Therapist Assistant (COTA)	Longevity-7y +2%	$36.08	$40.37
Physical Therapy Assistant (PTA)	Longevity-10y +3%	$37.14	$41.56
Speech Language Pathologist Assistant (SLPA)	Longevity-15y +3%	$38.20	$42.75
Masters in Social Work (MSW)	Longevity-20y +3%	$39.26	$43.93
(or commensurate title for Prevention/Interventionist)	Longevity-25y +3%	$40.32	$45.12
Certified Interpreter of the Deaf, National Certification for Braille with augmented rate for national certification for Nemeth.			

Substitute Rate 90% of Level 1	**$17.00**
Step = Start of year	
Longevity Placements = Years of service completed	

SCHEDULE A - SALARY ENHANCEMENTS
RICHLAND SCHOOL DISTRICT #400 PARAEDUCATORS

1) Legacy Enhancement - Additional twenty-five cents ($0.25) per hour for Special Education Paraeducators after the completion of all fourteen (14) Core Competencies.

2) Employees are to be paid for the following occasional extra duties when assigned by a supervisor. To be time sheeted as approved.

   a. Trainers - Paraeducators who are designated as "trainers" shall receive an additional one dollar ($1.00) applied to their base wage, or the wage designated by management, whichever is greater.

   b. Personal care or hygiene - additional twenty-five cents ($0.25) per hour for Level 1 Paraeducators who perform student personal or hygiene care (toileting, feeding tubes, etc.) pursuant to an approved plan.

   c. Translation - Level 1, Level 2, and Level 3 Paraeducators asked/approved to translate or interpret in meeting/conferences/phone calls/emails shall also be compensated the $2.50 per hour for a minimum of one hour for each cumulative hour of translation during a school day and to be entered on their timecard. (Example 3 -15 minute occurrences = 1 hour, 5-15 minute occurrences = 1 hour 15 minutes) (follow the health room precedent)

3) **Qualifying Paraeducators shall earn the stipend from this table:**

45 credits	$0.30/hour
AA/90 credits	$0.55/hour
BA/180 credits	$0.80/hour
Master's or Doctoral Degree	$0.85/hour

Paraeducators may be required to provide proof of certificates or college credits.
*Level V is exempt from this enhancement.

Appendix "A" – Bid Fair Procedures

1. Notice to all employees will be mailed, at least two (2) weeks prior to the bid fair. The list of new positions employees may bid for on "DATE" from 9:00 a.m. to 5:00 p.m. will be posted on "DATE" at the Administration Building. Your personal seniority date is listed in the packet of information. Impacted employees will receive notification of any reductions of hours or loss of position and/or duty changes or any other significant change that may impact your working conditions.

2. The District will restrict the areas where individuals not directly involved in the bid fair are allowed to be present at the bid fair. The District will consult with the Association President prior to the Bid Fair regarding the location of these areas.

3. You should notify the Human Resources Office, in writing of your intent to bid, prior to 9 a.m. on "DATE" (a form will be provided in your information packet-this form is only intended to serve as notice of your intent to bid). All Paraeducators are eligible to attend and bid at the bid fair, regardless of impact.

PLEASE NOTE: *Failure to notify the Human Resources Office of your intent to bid does not negate your right to bid.* All positions shall be assigned by seniority and qualifications at the bid fair and are final at the time of assignment. Any Seniority bypasses shall be done in strict accordance with the Collective Bargaining Agreement.

ACCEPTABLE NOTIFICATIONS:

1. Notify the District, in writing, using the enclosed form, of your intent to bid.

2. Employees who cannot attend the Bid Fair should notify the District of their intent to bid by proxy. (Paraeducators can send a representative in their place with written consent.)

In the event that an employee fails to participate as described herein, management shall use their discretion in addressing the situation. However, no employee who fails to follow the process shall be placed in a position before employees who have completed the process.

Date:

1. All positions, including those vacated at the Bid Fair will be posted in ONE centralized location. Human Resources will control the removal of any assigned positions once they become filled.

Date:

1. Bidding begins "DATE" at 9:00 a.m. for positions listed in this mailing.

2. At 9:00 a.m., based upon seniority and the seniority appointment schedule, each employee will be given ten (10) minutes to bid for any open position. Principals, or their designees, will be present to answer any questions about positions. The Bidding Fair will follow Article XII of the CBA.

Date:
If needed, we will continue the process until completed.

Date:
Any positions not filled by the Bidding Fair will be filled in the customary manner as prescribed by the Collective Bargaining Agreement with the Paraeducators.

Appendix "B" – Paraeducator New-Hire Checklist

Name: _____ **Worksite:**_____

— I received a Paraeducator Collective Bargaining Agreement.
— I received a PSE New Employee Packet.
— It was explained to me that I am on a District-wide seniority list and that if any Paraeducator hours are cut, they will be cut from the bottom up of that District-wide seniority list.
— I understand that for the first ninety (90) workdays, I will be on Probation. The following probation restrictions were explained to me:
  — Probation lasts for ninety (90) workdays;
  — There will be a Probation evaluation towards the middle of that ninety (90) workdays;
  — I am required to remain in my original Paraeducator position during this probation;
  — I may, however, apply for additional hours of work at my building site, if available and that can be incorporated into my schedule.

I acknowledge that by my initials above and my signature below that I have received the above information.

Signed this _____ day of _____, 20_____

By: _____

By: _____

Distribution:

Association President
Employee
Personnel File

Appendix "C" – Re-Letter, Observation /Evaluation Form

RICHLAND SCHOOL DISTRICT #400
PARA-EDUCATOR OBSERVATION/EVALUATION FORM

EMPLOYEE NAME		WF ☐	45 Day Observation Worksheet
JOB SITE	SELECT FROM MENU	WF ☐	90 Day Mid-Year Observation Worksheet
POSITION		WF ☐	Other Observation Worksheet
RATING PERIOD			
EVALUATOR'S NAME		PF ☐	90 Day Summative Evaluation (new hires)
DATE OF EVALUATION		PF ☐	Annual Summative Evaluation (all paras)

S = Satisfactory, NI = Needs Improvement, U = Unsatisfactory

	Evaluative Criteria	S	NI	U	Comments ("NI" and "U" ratings require comments); attach additional pages if needed
1	Quality of Work	☐	☐	☐	
2	Quantity of Work	☐	☐	☐	
3	Maintains Student Confidentiality	☐	☐	☐	
4	Dependability	☐	☐	☐	
5	Efficiency	☐	☐	☐	
6	Working With Students	☐	☐	☐	
7	Working With Other Employees	☐	☐	☐	
8	Initiative	☐	☐	☐	

General Evaluator Comments	

	Date	Signature
Teacher/Supervisor		
Site Supervisor (If Necessary)		
Evaluator		
Employee (*)		

(*) The employee's signature does not necessarily indicate that s/he agrees with the above evalution. The employees signature indicates that s/he has reviewed it. The employee may provide a written rebuttal to this evaluation.

Last Revised March 2012

Appendix "D" – Time Adjustment Request / Notification Form

Richland Paraeducators

TOP SECTION TO BE COMPLETED BY PARAEDUCATOR

I, _____, submit this notice to my immediate supervisor in accordance with the Collective Bargaining Agreement, Article VI, §6.3.1.

Increase/decrease in time calculated as follows:

____ Minutes and/or hours per day X number of days per week = _____
(Total Weekly Increase)

EXAMPLE: 15 minutes every Monday and Wednesday
15 minutes X 2 days per week = 30 minutes per week.

The reason for this increase/decrease is (list all applicable reasons):

_____

_____

_____ I have attached a log of my time for the past two weeks (CBA requires consistent tracking for at least two weeks).

I understand I will receive a decision, in writing, within five (5) business days as to the disposition of this notice.

Date Submitted: _____

Employee Signature: _____

NOTE: Once you've completed the form – make a copy for your records and for the President of the PSE Paraeducator Association – before turning in for review.

THIS SECTION TO BE COMPLETED BY MANAGEMENT OFFICIAL

Decision (rendered after discussion with employee and Association)
Management agrees to the following:

_____ Increase time based on above calculations
_____ Increase time based on other calculations (attach "other" calculations information)
_____ Further review warranted

Date: _____

Management Signature: _____

Final Distribution after decision rendered
____ Employee
____ Supervisor
____ Human Resources

Appendix "E" – Request for Review of Unsafe Work Environment

TOP SECTION TO BE COMPLETED BY PARAEDUCATOR

I, _____, submit this notice to my immediate supervisor in accordance with the Collective Bargaining Agreement. I have provided a copy of this form, and supporting documents to the Association President, the Executive Director of Human Resources, and the District Safety Coordinator.

I request that the following issues/situation/area be reviewed for safety concerns:

_____

_____

I provide the following potential solutions

_____

_____

I understand I will receive a decision, in writing, within five (5) business days as to the disposition of this notice.
Date Submitted: _____
Employee Signature: _____

TO BE COMPLETED BY MANAGEMENT OFFICIAL

Decision (rendered after discussion with employee and Association)

Management agrees to the following:
Date: _____
Management Signature:_____

NOTE: Once you've completed the form – make a copy for your records before turning in for review.

Final Distribution after decision rendered
____ Employee
____ Supervisor
____ Human Resources

Appendix "F" – Memorandum of Intent

Paraeducator Defined:

Assists the certificated teacher in maintaining and supporting classroom activities. Monitors and assists student progress in classroom and school activities. Maintains records and files. Proctors tests, drills and quizzes.

- Paraeducators paramount duty is assisting in the education of students.
- They are employed to assist certificated teachers in maintaining classroom activities
- Paraeducators embrace the concept of a helping hand attitude and will pitch in when needed; however
- Paraeducators are not responsible for duties that are outside the bargaining unit duties.

Special Education Paraeducator:

Assists the certificated special education teacher by working directly with students needing specialized assistance individually or in groups.

Crosswalk:

- All crosswalks will be equipped with a sign that says "Guard on Duty" when in fact a guard is on duty.
- Crosswalk workers are not expected to stand idle in inclement weather (such as freezing, raining, extreme heat or windy conditions) and may retreat to their vehicles as long as no children are present.
- Crosswalk workers shall be entitled to use a stool, chair, box, stone, padded blanket to sit on when there are no children present.
- Crosswalk workers shall be provided training on traffic control and safety intended to prepare them.

Playground:

- The District will strive to staff at 1:75 ratio but never less than two (2) adults on playground at all times.

Schedules:

- Time to complete tasks supporting their assignments, timesheets, and other mandatory paperwork will be considered when preparing Paraeducators schedules.