

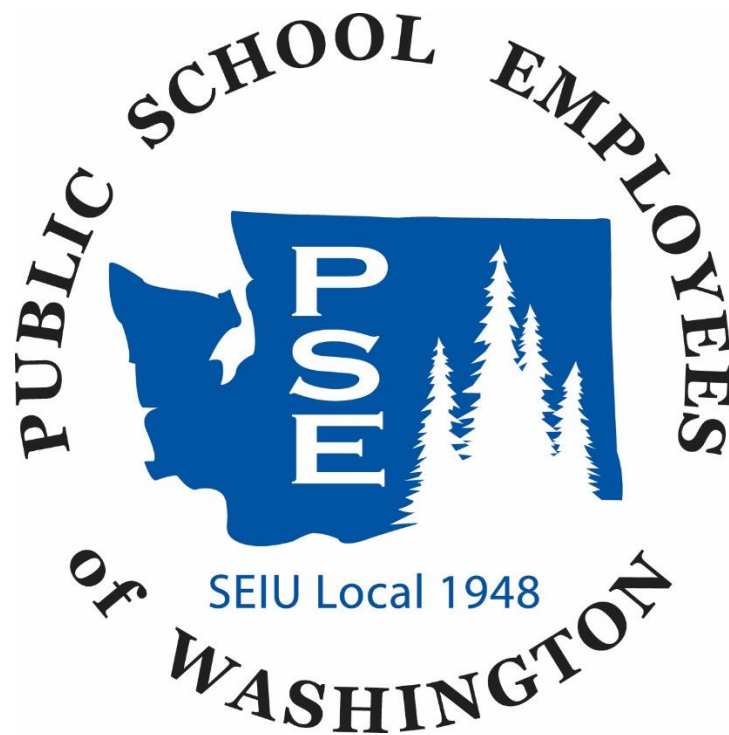
COLLECTIVE BARGAINING AGREEMENT BETWEEN

DEER PARK SCHOOL DISTRICT #414

AND

**PUBLIC SCHOOL EMPLOYEES OF
DEER PARK PARAEDUCATORS**

SEPTEMBER 1, 2022 - AUGUST 31, 2024



Public School Employees of Washington / SEIU Local 1948

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1 **P R E A M B L E**

2
3 This Agreement is made and entered into between Deer Park School District #414 (hereinafter referred
4 to as "District") and the Public School Employees of Deer Park (as listed in Schedule A), an affiliate of
5 Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties
9 agree as follows:
10
11

12 **A R T I C L E I**

13 **RECOGNITION AND COVERAGE OF AGREEMENT**

14
15
16
17 **Section 1.1.**

18 The District hereby recognizes the Association as the exclusive representative of all employees in the
19 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of
20 representing the interests of all such employees.
21

22 **Section 1.2.**

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
24 as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the
25 Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).
26

27 **Section 1.3.**

28 The bargaining unit to which this Agreement is applicable is as follows: All employees performing
29 work as a Paraeducator, a Supervisory Assistant, and ECEAP Personnel which is defined as a
30 classified employee who works in the District for the education and/or benefit of the students.
31

32 **Section 1.3.1.**

33 Temporary positions and leave replacement positions shall be posted with specific beginning
34 and end dates. Employees hired to fill temporary positions and leave replacement positions will
35 be hired for a specific period of time, during which they shall be subject to all provisions of this
36 Agreement, with the exception of Section 11.5.1. Reduction of Workforce/Layoff. Temporary
37 employees are entitled to the appropriate rate on Schedule A, including longevity.
38

39 **Section 1.4. Temporary Positions.**

40 A 'temporary position' is one that is a new or an existing position that is filled for a limited period of
41 time. All time worked in a temporary position will be credited for seniority should the employee
42 become a regular employee in that position. Should that period of time exceed thirty (30) workdays in
43 a sixty (60) calendar day period, then that position must be considered a permanent regular position.
44 As a permanent regular position, it will be posted for bid, and subject to all terms of the contract.
45

46 Substituting for a regular employee on an approved leave (i.e., medical) does not qualify for temporary
47 status.
48

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.

Employees of the units subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4. Evaluations.

The purpose of observations and evaluation is not only to observe the quality and quantity of the work of the employee but shall be used to evaluate and guide the employee in the performance of the

employee's duties in a helpful manner. Employees will have the opportunity to discuss the results of the evaluated observations with their immediate supervisor or designee.

Evaluation will be completed by the administrator who oversees the employee by May 1 of each year. The administrator will solicit input from certificated staff member(s) who work more closely with the employee and will include the input, if provided. The employee may attach a rebuttal to the evaluation that will be included in the Personnel File. Issues contained in the formal evaluation which reflect substandard job performance by the employee will be issues that have been previously discussed with that employee by the supervisor. To allow the employee sufficient time to improve performance, it is expected that job performance concerns will be discussed with the employee at the earliest possible time but no later than twenty-five (25) workdays after the time when it first becomes a concern of the supervisor.

Section 3.5.

Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for service rendered to appropriate officials of the Association.

Section 3.6.

Neither the District nor the Association shall discriminate against any employee on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability, the use of a trained guide dog or service animal by a person with a disability, or any other basis prohibited by law.

Section 3.7. Personnel File.

There shall be only one (1) official personnel file for each employee, which shall be kept in the District office. Each employee shall have the right to review the contents and add rebuttals to evaluations or derogatory material that has been included in the file. Derogatory material shall be included only after the employee has been given a copy of the material no less than five (5) days prior to the insertion of the material into the file. Derogatory material shall be removed from the file, upon the request of the employee, no later than two (2) years after the date of its insertion. Derogatory material not brought to the attention of the employee or copied to the employee in accordance with this Section, may not be used for any purpose adverse to the employee's interests.

Section 3.7.1.

If an employee is required to be inoculated (Hepatitis B), the District shall provide any required time for the employee to go to a local physician or other healthcare provider approved by the District, and the cost of the inoculation(s).

Section 3.8. Conduct of Union Personnel.

District personnel and Association members and staff shall at all times conduct themselves with dignity and respect toward the other party. In their relationships, every effort shall be made to avoid words and actions which may be interpreted as ridicule or disrespect.

Section 3.9. Employee's Right to Safe Work Environment.

In the event the employee is assigned to a position wherein his/her physical safety is in jeopardy, due to the tendencies of a student to whom the employee is assigned, the District will take reasonable steps to reduce the risk of injury. The employee has the right to refuse to continue to be placed in a

1 potentially dangerous situation until a written plan is in place to reduce the risk of injury and the
2 employee has participated in the development of the plan. The written plan will be provided to the
3 employees who are affected by that plan. If the employee does not choose to work after reasonable
4 accommodations have been made, the District is under no obligation to find other work for the
5 employee.

6
7 **Section 3.9.1.**

8 Any case of assault upon an employee shall be promptly reported to their supervisor and if the
9 employee deems it necessary, the appropriate law enforcement agency.

10
11 **Section 3.9.2.**

12 In the event the Spokane Regional Health District (SRHD) determine employees are facing
13 medical exclusions due to contagious disease, the district and association will meet to discuss
14 the impact.

15
16 **Section 3.10. Transfer of Previous Experience. (RCW 28A.400.300)**

17 When an employee leaves one school district within the State of Washington and commences
18 employment with another school district within the state, the employee shall retain the same longevity,
19 leave benefits and other benefits that the employee had in his/her previous position. Employees who
20 transfer between districts shall not retain any seniority rights other than longevity when leaving one
21 school district and beginning employment with another within the State of Washington. If the school
22 district to which the person transfers, has a different system for computing leave benefits and other
23 benefits, the employee shall be granted the same longevity, leave benefits and other benefits as a
24 person in the new district who has similar occupational status and total years of service.

25
26
27
28 **ARTICLE IV**

29
30 **RIGHTS OF THE ASSOCIATION**

31
32 **Section 4.1.**

33 The Association has the right and responsibility to represent the interests of all employees in the
34 bargaining unit; to present their views to the District on matters of concern, either orally or in writing;
35 and to enter collective negotiations with the object of reaching an agreement applicable to all
36 employees within the bargaining unit.

37
38 **Section 4.2.**

39 The Association shall promptly be notified by the District of any disciplinary actions of any employee
40 in the unit in accordance with the provisions of Article XII and XIX. The Association is entitled to
41 have an observer at hearings conducted by any District official or body arising out of grievance and to
42 make known the Association's views concerning the case.

43
44 **Section 4.3.**

45 The names, addresses, phone numbers, work assignments, and salary information of employees in the
46 respective classifications will be provided annually on approximately December 1 to the President of
47 the Chapter. Also, the same information will be transmitted electronically to the Spokane Regional
48 PSE office on the same date.

1
2 **Section 4.3.1. New Hires.**

3 The District will provide PSE reasonable access to new employees of the bargaining unit for the
4 purposes of presenting information about PSE to the new employee. "Reasonable Access" for
5 the purposes of this section means the access to the new employee occurs within ninety (90) days
6 of the employees start date within the bargaining unit; the access is for no less than thirty (30)
7 minutes; and the access occurs during the new employee's regular work hours at the employee's
8 regular worksite, or at a location/time mutually agreed to by the District and PSE as per RCW
9 41.56.037.
10

11 **Section 4.4.**

12 The Association reserves and retains the right to delegate any right or duty contained herein, exclusive
13 of compensation for services rendered to appropriate officials of the Public School Employees of
14 Washington/SEIU Local 1948 organization.
15

16 **Section 4.5.**

17 The President of the Association and his/her designated representatives will be provided time off
18 without loss of pay to a maximum of fifteen (15) days per year to attend regional or state meetings
19 when the purpose of those meetings is in the best interests of the District as determined by the District
20 Administration. Leave requests will be submitted to the Superintendent. Additional days may be
21 granted with the Superintendent's approval. Cost of replacement substitutes, if one is typically hired
22 for the absent employee's position, will be borne by Public School Employees of Washington/SEIU
23 Local 1948 organization.
24

25 **Section 4.5.1.**

26 Additionally, release time for Para Educator PSE members, other than the Association
27 President and/or his/her designated representative as provided for in Section 4.5., requested by
28 the Public School Employees of Washington/SEIU Local 1948 organization may be granted by
29 District Administration. Leave requests may be submitted to the Superintendent. The cost of
30 the employee's salary and benefits for the duration of the employee's release time will be borne
31 by Public School Employees of Washington/SEIU Local 1948 organization.
32

33 **Section 4.6.**

34 The local Association members identified to participate on the Labor/Management Committee will be
35 released with pay from their regular shift (1/2 day per month) to attend and conduct business with the
36 District in Labor/Management meeting and to conduct other association business. This release time
37 will be in addition to any other release time found in this agreement.
38

39 If this schedule does not allow PSE to meet with new employees in a timely manner, it can be
40 discussed in Labor/Management.
41

42 **Section 4.7. School Facilities.**

43 The Association shall have the right to use school facilities at reasonable times upon prior notice to the
44 District, depending upon availability.
45

1 **Section 4.8. Bulletin Boards and Intra-District Mail.**

2 The District shall make available bulletin board space in each work area for the use of the Association.
3 The Association shall be allowed to use intra-district mail including electronic mail for the purpose of
4 communicating Association notices. Copies of all notices will be provided to the site administrator.
5
6
7

8 **ARTICLE V**

9
10 **LABOR MANAGEMENT MEETINGS**
11

12 **Section 5.1.**

13 It is agreed and understood that matters appropriate for consultation and negotiation between the
14 District and the Association are policies, programs, and procedures relating to or affecting general
15 working conditions of employees in the units subject to this Agreement, including, but not limited to
16 such matters as safety, training, employee-management cooperation, employee services, methods of
17 adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-
18 force practices, and hours of work. It is the intention of the Deer Park School District and the PSE of
19 Deer Park Paraeducators to meet and confer in collaborative bargaining sessions in order to accomplish
20 the intent of this Article.
21

22 **Section 5.2.**

23 It is further agreed and understood that the District will consult with the Association, and meet with the
24 Association upon its request, in the formulation of any changes being considered in existing benefits,
25 policies, practices and procedures.
26

27 **Section 5.3.**

28 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
29 the other party to advise, discuss or consult regarding matters concerning working conditions not
30 covered by this Agreement.
31

32 **Section 5.4.**

33 The Association will, from time to time, as appropriate, be advised of current and predicted workload
34 information in a timely fashion.
35
36
37

38 **ARTICLE VI**

39
40 **ASSOCIATION REPRESENTATION**
41

42 **Section 6.1.**

43 The Association representatives shall represent the Association and employees in meeting with
44 officials of the District to discuss appropriate matters of mutual interest. An employee is encouraged to
45 first notify his/her supervisor or the Superintendent if he/she believes this collective bargaining
46 agreement has been violated. However, the Association may receive and investigate to conclusion
47 complaints or grievances of employees on District time and thereafter advise employees of rights and
48 procedures outlined in this Agreement and applicable regulations or directives for resolving the

grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.2.

Reasonable time during working hours will be allowed for duly authorized Association representatives to attend meetings with the District. Reasonable time will also be allowed for duly authorized Association and PSE representatives to discuss with the employees' grievances and appropriate matters directly related to work situations in their area/building. Such representatives shall notify the appropriate supervisor of the reason for their presence and do not in any way interfere with the performance or duties assigned to the employees or use excess time in the handling of such matters.

ARTICLE VII

HOURS OF WORK

Section 7.1.

Each employee shall be assigned to a regular shift with designated times of beginning and ending, which shall not be changed without prior notice to the employee of one (1) calendar week. Exceptions to this assignment procedure may be made under emergency or abnormal circumstances.

ECEAP schedule will be established at the start of the school year in a meeting with the Building Supervisor, Director of Special Services, and the ECEAP Employee and will be reviewed on an as needed basis. It is understood that the hours worked over forty (40) will be paid at the overtime rate.

The District recognizes the importance of a stable environment for both students and staff and will make every effort to have beginning of the year assignments determined within thirty (30) days of the start of school.

Section 7.1.1.

Time will be provided to the employee to complete all of the assigned tasks during the regular shift.

Section 7.2. Workweek.

All employees covered by this Agreement shall be assigned a workweek consisting of up to five (5) days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday.

Section 7.2.1. Lunch and Rest Breaks.

Employee break and lunch periods will be provided as follows:

Employees shall be allowed a rest period of not less than ten minutes, on the employer's time, for each four hours of working time (the break must be scheduled within the first three hours of the four-hour shift) per WAC 296-126-092.

After 4 up to 5 hours

59 minutes worked - fifteen (15) minute break, thirty (30) minute unpaid, uninterrupted lunch (duty-free)

After 6 to 8 hours

- fifteen (15) minute break in each half shift and a thirty (30) minute unpaid, uninterrupted lunch (duty-free)

All Breaks and Lunch will be job duty free, allowing the employee the time allotted for breaks and lunch as required by law.

Section 7.3. Rescheduled 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 his/her supervisor. In the event the District requires an employee to forego his/her lunch period and the employee works his/her entire shift including his/her lunch period, he/she shall be compensated for his/her lunch period at the appropriate overtime rates.

Section 7.4. School Closure.

In cases of school closure or shortened school day due to inclement weather or plant inoperation, the employees will be notified by the District in one of several venues; radio announcement, television announcement or telephone. In the event that there is a school closure or unscheduled shortened school day directed by the District for which the District does not suffer a loss of funding, the Paraeducators will be given an opportunity to make up for lost hours. Paraeducators may choose to forgo hourly compensation for hours not worked under this circumstance. Applicable leave as described in sections 9.3.(Annual Leave), 9.1.4.(Unforeseen Circumstances) or 7.7.(Compensatory Time) can be used. In extreme cases, when deemed applicable by the Superintendent and an emergency closure waiver is approved, emergency leave without loss of pay may be granted when severe inclement weather conditions or other natural disasters prevent employees from reporting for scheduled work when a school(s) is closed.

Section 7.4.1. District Shut Down (Long Term).

In the event of an unusual school closure due to a pandemic, epidemic, or the like, where any government official is requiring immediate closure, the district will make every effort to notify affected employees utilizing the procedures listed in Section 7.4. The parties will communicate throughout the period the district is shut down regarding the processes and impacts to employees.

Section 7.5. Out-of-Classification Pay.

A classified employee substituting in a classification within the bargaining unit or in a non-represented position with the approval of the principal which has a higher rate of pay will be paid the wage of that classification or one (1) additional dollar per hour for each hour worked in the higher-paid classification, whichever is greater. The additional wage will be paid for the duration of the assignment(s).

Section 7.6. Overtime.

All employees subject to this Agreement shall receive the following overtime consideration: All hours worked in excess of forty (40) hours weekly shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate. If an employee is offered compensatory time, the employee may

1 choose compensatory time at the rate of time and a half which may be taken in accordance with the
2 Fair Labor Standards Act.

3
4 **Section 7.7. Compensatory Time.**

5 When an employee is requested to work additional time beyond their regular shift, the employee may
6 choose to accrue compensatory time rather than compensation. All compensatory time must be
7 redeemed by the end of the next pay period or mutually agreed upon date by supervisor and employee.
8 The use of compensatory time will be requested by the employee to the immediate supervisor. If the
9 request is denied, the employee may choose to cash-out the time on a one-for-one basis or convert the
10 time to annual leave or sick leave.

11
12 A request to work additional time beyond an employee's regular shift maybe made by the employee or
13 a teacher working with an employee, subject to this agreement, to an employee's immediate
14 supervisor.

15
16 **Section 7.8. Orientation Day.**

17 Employees will work the Orientation Day and will be paid their regular daily wage.

18
19 **Section 7.9. Work Year.**

20 In 2008, the District applied for and received a waiver to the 180-day school year. Employees hired
21 prior to October 8, 2009, were assumed to work a 180-day school year and are grandfathered as such.
22 These grandfathered employees will be offered an opportunity to make-up days missed when an
23 academic year has less than 180 student days. The work year for employees hired on or after October
24 8, 2009, is the actual number of student days in the academic calendar. Positions may be posted in
25 programs which are less than the normal academic year.

26
27 **Section 7.10. Collaborative Time.**

28 Paraeducators and ECEAP staff who work directly with certificated staff, will be provided the
29 opportunity to meet with that staff on a regularly scheduled collaboration day fifteen (15) times per
30 school year. These meetings are one-half (.5) hour in length, thus providing each qualifying
31 Paraeducator the opportunity to earn seven and one-half (7.5) hours of pay per school year at their
32 regular hourly rate. With Principal or Supervisor permission, collaborative time may be used outside
33 the regular collaboration schedule including for the purpose of meeting with the certificated staff and
34 parents and/or IEP team as appropriate, and in increments no smaller than fifteen (15) minutes. This
35 time is funded through levy collections and will be dependent upon passage of the local levy.

36
37 **Section 7.11.**

38 The District recognizes that some positions, including assignments in designated life skill classrooms,
39 behavior intervention classrooms, and preschool come with additional duties and should be financially
40 recognized above the Para II pay on Schedule A. The District will identify Life Skills Designated,
41 Behavior Intervention Designated, and Pre-School positions to receive a stipend of seven hundred fifty
42 dollars (\$750.00) for these additional duties. Stipends will be awarded for this work and prorated based
43 on time of the school day in the position.

44
45 The District will provide a list to the Association of the positions that receive the stipend by October 1
46 of each year.

Section 7.12. Preparation/Meeting Time.

Preparation time in the amount of five and one-half (5 ½) hours will be provided to each instructional paraeducator. Some examples of the types of things this time may be used for are: learn/prepare new curriculum, copy reproducible materials, gather manipulatives or other materials needed to deliver instruction to individual students or small groups of students with whom paraeducators work directly, or participation on a building leadership team.

Section 7.13. Flex Time for Modified Schedules.

On non-student days, late start days and early release days, shift times may change by mutual agreement between the employee and their immediate supervisor.

ARTICLE VIII

HOLIDAYS

Section 8.1.

Employees shall receive the following paid holidays:

- | | |
|---------------------------|---------------------------|
| 1. New Year's Day | 6. Veterans Day |
| 2. Martin Luther King Day | 7. Thanksgiving Day |
| 3. Presidents' Day | 8. Day after Thanksgiving |
| 4. Memorial Day | 9. Christmas Day |
| 5. Labor Day | |

Section 8.2. Holiday Pay.

Eligible employees shall receive pay equal to their normal work shift at their rate in effect at the time the holiday occurs. Employees working less than one-hundred and eighty (180) days will receive holiday pay prorated based on the number of hours worked as a percentage of 1,440 hours.

ARTICLE IX

LEAVES

Section 9.1. Employee and Family Sick Leave.

Each employee shall accrue up to twelve (12) days of sick leave per school year, prorated per FTE. For the purposes of determining allocation, a full-time equivalency shall be defined as 1440 hours of work. Sick leave shall be vested when earned and may be accumulated to the maximum amounts permitted by statute. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated hours the employee is to work during that year. The employee shall be entitled to the projected number of hours of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of regular hourly rate applicable to the employee's normal daily work shift. Provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of hours of sick leave, sick leave benefits will be paid in

1 accordance with the employee's normal daily work shift at the time the sick leave is taken, and the
2 accumulated benefits will be expended on an hourly rather than a daily basis. Absences for doctor or
3 dentist appointments shall be credited as sick leave.

4
5 **Section 9.1.1. Sick Leave for Family Members.**

6 The employee may use sick leave to care for family members who are ill at home or are in need
7 of medical service. Family is defined for purposes of this section as spouse, legal registered
8 state domestic partner, child, parent or parent surrogate, grandparent, grandchild and those of
9 corresponding relationship with the spouse or legal registered state domestic partner and
10 anyone living in the employee's household. The employee's supervisor may authorize use of
11 this policy for other than immediate family members.

12
13 Use of sick leave for family members of an extended period of time in excess of ten (10)
14 workdays will be considered on an individual basis and approved by the Superintendent. All
15 sick leaves will be deducted from sick leave.

16
17 **Section 9.1.2. Washington State PFML.**

18 Commencing September 1, 2020, employees shall be eligible to receive Paid Family and Medical
19 Leave as per the Washington State Family and Medical Leave and Insurance Act. Employees
20 must have worked a minimum of 820 hours during the qualifying period in order to be eligible
21 for this leave.

22
23 **Section 9.1.3. Sick Leave Attendance Incentive Program.**

24 In January of the year following any year in which a minimum of sixty (60) days (480 hours) of
25 leave for illness or injury is accrued, and each January thereafter, any eligible employee may
26 exercise an option to receive remuneration for unused leave for illness or injury accumulated in
27 the previous year at a rate equal to one (1) day's (8 hours) monetary compensation of the
28 employee for each four (4) full days (32 hours) of accrued leave for illness or injury in excess
29 of sixty (60) days. Leave for illness or injury for which compensation has been received shall
30 be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1)
31 day's monetary compensation.

32
33 **Section 9.1.4.**

34 At the time of separation from school district employment due to retirement or death, an
35 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
36 day's current monetary compensation for each four (4) full day's accrued leave for illness or
37 injury.

38
39 **Section 9.1.5.**

40 Time to attend to unforeseen circumstances requiring time away from work will be allowed and
41 deducted from sick leave, provided, that the use of sick leave for this purpose shall be limited
42 to a maximum of two (2) days in the employee's work year. If additional time is necessary, a
43 request may be made to the superintendent. Use of sick leave for this purpose will be dependent
44 upon principal approval to ensure adequate coverage.

45
46 **Section 9.2. Bereavement Leave.**

47 The District shall allow for each staff member a maximum of ten (10) days leave upon the death of the
48 immediate family (defined as spouse, sibling(s), children, parents, parents-in-law, and grandparents.

1 The length of the absence is to be agreed upon by the employee and building administrator or
2 supervisor. Under extenuating circumstances of multiple deaths in one year, the leave may be extended
3 beyond the ten (10) day limit with the authorization of the Superintendent. Additional leave beyond the
4 ten (10) day limit will be requested in writing prior to the extension.

5
6 A maximum of five (5) days leave shall be allowed upon the death of a son-in-law, daughter-in-law,
7 brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. The deaths of more than one family
8 member resulting from a common occurrence shall be treated as a single death with respect to the
9 length of the leave granted. Additional leave may be granted by the Superintendent and will be
10 requested in writing prior to the extension.

11 **Section 9.3. Personal Leave.**

12 Each classified employee shall earn three (3) days of personal leave per year. Such leave is not
13 cumulative and shall not be deducted from sick leave. Subject leave should be requested from the
14 immediate supervisor at least four (4) days in advance except in emergency circumstances. personal
15 leave is not to be taken during the first two (2) weeks of the school year without the Superintendent's
16 permission. Two (2) days of personal leave may be carried over from one year to the next. In no case
17 shall the employee have more than five (5) days of personal leave available in any school year. If an
18 employee uses 6 or fewer sick days in a school year, an additional personal day will be added to their
19 allocation for the following school year.

20
21
22 Up to one (1) day of available personal leave, based on an average weekly workday, may be converted
23 in hourly increments to sick leave (1 for 1).

24 **Section 9.4. Shared Leave.**

25 Shared sick leave will be administered according to applicable Washington state law and administrative
26 code. (RCW 41.04.665 - WAC 392-126-004)

27
28
29 Leave sharing is allowed between employee groups within the District.

30 **Section 9.5. Maternity Leave.**

31 **Section 9.5.1. Notification.**

32 An employee shall notify the Director of Human Resources, in writing, the expected date of birth
33 of the child at least four (4) months before that date.

34 **Section 9.5.2. Request for Leave of Absence.**

35 An employee, upon request, shall be granted a leave of absence from her position, without pay,
36 after all other applicable leave has been exhausted, prior to the birth of the child; the exact date
37 to be determined between the employee, on the advice of her physician, and the District.

38 **Section 9.5.3.**

39 An employee may return to work from a maternity leave at any time after the birth of the child,
40 provided she has a release from her physician; the exact date to be determined between the
41 employee and the District.

1 **Section 9.5.4.**

2 The provisions of the Agreement relative to personal illness or injury will apply to pregnancy,
3 except: (1) accumulated sick leave may be used for only that period the employee is unable to
4 work due to her pregnancy; (2) to be eligible for sick leave, the employee's attending physician
5 must certify that her pregnancy prevents her from working for a specified time; and (3) sick
6 leave shall be based on the length of time certified by the physician, not the entire time of the
7 maternity leave.

8
9 **Section 9.6. Paternity Leave.**

10 A male employee, upon request, may be granted up to three (3) days leave, on or about the date of the
11 birth/adoption of his child. Such leave shall be deducted from that accumulated pursuant to Section
12 9.1.1. (Sick Leave for Family Members).

13
14 **Section 9.7. Faith or Conscience Leave.**

15 Each employee covered by this Agreement is entitled to unpaid leave each year as allowed by law for a
16 reason of faith or conscience or an organized activity conducted under the auspices of a religious
17 denomination, church, or religious organization unless such leave will pose an undue hardship to the
18 District. The parties agree to incorporate the definition of undue hardship as set forth in the WAC that
19 will be promulgated by OFM.

20
21
22
23 **ARTICLE X**
24
25 **LEAVE OF ABSENCE**
26

27 **Section 10.1.**

28 Upon recommendation of the immediate supervisor through administrative channels to the
29 Superintendent, and upon approval of the Board of Directors, an employee, if ill, may be granted an
30 extended leave of absence for a period not to exceed two (2) years. Other leave may be granted
31 according to Board Policy 5409. When a leave is granted, the employee will be provided a letter
32 detailing the duration of the leave.

33
34 **Section 10.2.**

35 The returning employee will be assigned to the position occupied before the leave of absence, or if the
36 position has been eliminated in the District to a comparable position. As in Section 11.5.1. (Reduction
37 of Workforce/Layoff) a position is comparable if it is the same or fewer hours (within thirty [30]
38 minutes per day or two and one-half (2-1/2) hours per week). Except that positions that negatively
39 affect benefit status are not considered comparable.

40
41 Employees hired to fill positions of employees on leave of absence will be informed of this provision
42 by the District. Temporary employees will be subject to the provisions of 1.3.1. In the event that a
43 regular employee moves up to take the leave of absence position or temporary position, the existing
44 position thus vacated, shall remain available to the regular employee to reclaim at the return of the
45 leave of absence employee.

1 **Section 10.3.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
3 of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is
4 on leave of absence. If such leave is approved for extended illness or injury, including industrial
5 accident or industrial illness, seniority shall accrue to a maximum of two (2) additional years.
6
7
8

9 **ARTICLE XI**

10 **SENIORITY**

11 **Section 11.1.**

12 The seniority of an employee in the bargaining unit shall be established as of the most recent date of
13 hire, accruing from the day the employee begins continuous employment.
14
15
16

17 **Section 11.2.**

18 The seniority rights of an employee shall be lost for the following reasons:

- 19 1. Resignation.
 - 20 2. Discharge for justifiable cause.
 - 21 3. Retirement.
- 22

23 **Section 11.3.**

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

- 25 1. Time lost by reason of industrial accident, industrial illness, or jury duty, except as may be
26 modified in this agreement.
 - 27 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
28 States.
 - 29 3. Time spent on other authorized leaves of absence.
- 30

31 **Section 11.4.**

32 Seniority rights shall be effective within the general job classification, as used in this agreement.
33 (Article I, Section 1.3)
34

35 **Section 11.5. Regular Seniority List.**

36 The employee with the earliest hire date shall have absolute preferential rights regarding layoff. The
37 employee with the earliest hire date shall have preferential rights regarding promotions and assignment
38 to new or open jobs or positions when ability and performance are substantially equal with those junior
39 to him/her.
40

41 When changes are necessary, the supervisor will meet with those who may be affected before making
42 changes.
43

44 If the District determines that seniority rights should not be given because a junior employee possesses
45 abilities, skills and/or performance more appropriate to the position than a senior employee or senior
46 employees, the District shall set forth in writing within ten (10) workdays of its hiring decision(s), its
47 reasons why the senior employee or employees have been bypassed. The document shall be sent to the
48 senior employee or employees and the local Chapter President or his/her designee.

Due to budgetary consideration, the District reserves the right to post and fill positions that may not be combined with other positions.

Reassignment is defined as movement within a building where a para educator's base hourly rate is maintained and average hours per day are within 30 minutes.

The district reserves the right to reassign employees. In the event an employee is reassigned or denied a reassignment, the principal or program manager will meet with the employee at their request and discuss the rationale.

Section 11.5.1. Reduction of Workforce/Layoff.

In the event of a necessary reduction of staff, the employees covered under this Agreement will be reduced as follows:

1. Notice will be posted to allow staff to volunteer for reduction or layoff.
2. In the event of a layoff, if a senior employee is in a position that will be eliminated or has been bumped from their position by a more senior employee, they will be considered "displaced".
3. The displaced employee must move to an open comparable position for which they are qualified, if one exists. A position is comparable if it is the same or fewer hours (within thirty (30) minutes per day or two and one-half (2 ½) hours per week), except that open positions that negatively affect benefit status are not considered comparable.
4. If the employee chooses to move to a less comparable open position, the hours of the new position will become their new base.
5. If there are no comparable open positions, the employee may exercise his/her seniority rights by bumping the least senior employee in a comparable position for which they are qualified. If the employee chooses to bump into a less comparable position, the hours of the new position become their base.
6. If by reason of seniority, there are no remaining positions for which they are eligible, the employee will be placed on layoff status.

Laid off employees shall remain on the recall list for two (2) years from the date of layoff.

Section 11.5.1.1. Recall from Layoff.

It is a priority to provide employment opportunities for employees on the layoff list.

After first being offered to still-employed bargaining unit members who desire a transfer, remaining positions are offered to laid-off employees by order of seniority provided the laid-off employee, has provided the District with a current mailing address and telephone number or contact. Employees in layoff status, who cannot be reached via telephone, will receive notification of open positions via certified letter and will have five (5) workdays to respond.

An employee on layoff status who rejects an offer of reemployment or fails to respond, provided that such employee is offered a position substantially equal (within thirty [30] minutes per day or two and one-half (2 ½) hours per week) to the position held at the time of layoff, shall be considered to have voluntarily resigned and shall forfeit seniority and all other accrued benefits.

Once an employee on the layoff list accepts a position, it becomes their new condition of employment with no further link to their previously held position or to the layoff list. However, employees on the layoff list may accept substitute opportunities and remain on the layoff list.

Positions that are posted and are not accepted by employees on the layoff list, may be offered as substitute opportunities to employees on the layoff list before being posted for outside applicants or for consideration of current employees desiring an increase in hours (when possible).

Section 11.5.2. Seniority Lists.

The District shall provide current seniority lists by January 1 of the school year. Where employees have been hired on the same day, seniority will be determined by casting lots. The District and Union will be mutually responsible for conducting this procedure.

Section 11.6. Job Posting.

The District shall post notice of the availability of new or open positions within five (5) workdays of determining the necessity of filling the vacancy or opening.

If a substitute that has been filling the vacant position during the above time frame is hired for the vacant position, he/she shall be paid the appropriate rate retroactively to the first day of employment in that position.

Section 11.6.1. Special Requirements on Posting.

Positions shall be posted with all necessary qualifications listed in the posting.

Section 11.6.2. Summer Positions.

Bargaining unit work that is available in the summer months shall be posted on the District's website.

Section 11.6.3.

Positions may be increased by up to sixty (60) minutes without posting in accordance with Section 11.6. No more than sixty (60) minutes of unposted time may be added to an individual's day per year.

Section 11.7. Trial Period in New Position.

In the event an employee changes positions/classification within the bargaining unit, the employee may, at the discretion of either the District or employee, have the option to return to their former position within twenty (20) workdays. The employee's vacated position will remain on temporary status and be available to the employee for this period of time.

The immediate supervisor may inquire as to the employee's satisfaction with the new position within twenty (20) workdays. At this time, the employee may waive the right to return to the former position.

Section 11.8. Probationary Period.

Each new hire shall remain in a probationary status for a period of seventy-five (75) workdays following the most recent date of hire. During this probationary period, the District may discharge the

employee. An employee who has been terminated during this probationary period shall not have recourse through the grievance procedure.

Section 11.8.1.

At the end of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to his/her hire date.

Section 11.9.

Employees changing from one classification to another as listed on Schedule A shall retain their longevity steps on Schedule A, except for ECEAP F.S.C., ECEAP Lead Teacher, COTA, OIA, and ELL. Employees changing to ECEAP FSC, ECEAP Lead Teacher, COTA, OIA, and ELL positions shall be granted years of experience in the new position on Schedule A.

ARTICLE XII

DISCIPLINE & DISCHARGE OF EMPLOYEES

Section 12.1.

When disciplining an employee, the following progressive discipline model will apply:

- 1) Verbal Notice of Concern
- 2) Oral Warning - written record to supervisor's file only
- 3) Letter of Warning - sent to employee's personnel file. A Written Plan for Improvement will be included, if deemed appropriate by supervisor or requested by employee.
- 4) Letter of Reprimand
- 5) Suspension
- 6) Termination

Steps in this model may be skipped depending on the severity of the infraction.

The District may discharge any employee subject to this Agreement for justifiable cause.

Section 12.2.

The issue of justifiable cause shall be resolved in accordance with the Grievance Procedure of this Agreement.

Section 12.3. Notification to Non-Annual Employees.

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months' work per year.

Section 12.3.1.

Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 12.3.2.

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

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ARTICLE XIII

RETIREMENT

Section 13.1.

In determining whether an employee subject to this Agreement is eligible for participation in a Washington State Public Employees Retirement System (PERS or SERS), the District shall report all hours compensated, whether straight time, overtime, or otherwise.

Section 13.2.

On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary and, if applicable, direct the County Auditor to make appropriate disbursements to the plan in like manner with other deductions authorized by this Agreement.

ARTICLE XIV

INSURANCE

Section 14.1. School Employee Benefits Board (SEBB).

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all eligible bargaining unit members and their dependents as required by state law, the State Operating Budget, and the School Employees Benefits Board (SEBB). The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

Section 14.2.

The District shall provide liability coverage for all employees, for acts taken during the course of their employment, subject to this Agreement.

Section 14.3.

Subject to pending and future legislation, the District shall make whatever contributions mandated by the Washington State Legislature toward the Washington State Unemployment Compensation Fund, or other Unemployment funds, such as the ESD 101 Unemployment Compensation Pool, requisite to providing unemployment benefits for all employees subject to this Agreement.

ARTICLE XV

VOCATIONAL TRAINING

Section 15.1.

Employees required by the School District to attend workshops that will be of mutual benefit to both the employee and School District will receive their regular wage while attending the workshops/training, unless these workshops are required as a precondition to employment with the District.

Each employee shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed.

Section 15.2. Professional Development.

The District will set aside a pool of four thousand dollars (\$4,000.00) to be used for conference tuition, substitutes while attending training, stipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the PSE Paraeducator Professional Development Committee or the chapter Executive Board for approval.

Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00).

The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request.

Section 15.2.1. Tuition Reimbursement.

Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications.

The following procedure will be used when applying for tuition reimbursement:

- a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval.
- b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval.

No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds.

Section 15.3. Paraeducator Training.

The District and employees agree to follow all Paraeducator training requirements as mandated by the Professional Educator Standards Board (PESB) and the State Legislature.

ARTICLE XVI

POSITION DESCRIPTIONS

Section 16.1.

The District will provide the Association with job descriptions as well as job specifications for all positions covered by this Agreement.

1 **Section 16.2.**

2 The District will provide the Association with such amendments, changes, and additions to job
3 descriptions and job specifications as they occur from time to time.
4
5

6
7 **ARTICLE XVII**

8
9 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
10

11 **Section 17.1.**

12 Each employee subject to this Agreement who, on the effective date of this Agreement, is a member of
13 the Association in good standing shall, as a condition of employment, maintain membership in the
14 Association in good standing during the period of this Agreement.
15

16 **Section 17.1. Association Membership.**

17 Each employee subject to this agreement has the right to voluntarily join the Association as a
18 member in good standing by paying monthly dues. Maintaining membership with the
19 Association entitles the employee to additional benefits of union membership. The Association
20 shall be the custodian of record regarding employee's Association membership.
21

22 **Section 17.2.**

23 The District will notify the Association of all new hires within ten (10) workdays of the hire date. At
24 the time of hire, the District will inform the new hire of the terms and conditions of this Article.
25

26 **Section 17.3. Checkoff.**

27 The District shall deduct PSE dues or service charges, and voluntary political contributions from the
28 pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The
29 District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
30 Washington/SEIU Local 1948 on a monthly basis.
31

32 **Section 17.4. Political Action Committee.**

33 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
34 deduct from the pay of such bargaining unit employee the amount of contribution the employee
35 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
36 check separate from the Union dues transmittal check. Section 17.5. of the Collective Bargaining
37 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
38 annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.
39

40 **Section 17.5. Hold Harmless.**

41 The Association agrees to defend, indemnify, and hold the District harmless against any claims, suits,
42 orders or judgments brought or issued against the District as a result of actions taken by the District's
43 implementation of the provisions of this Article that pertain to "Association Membership and
44 Checkoff".
45

46 The District agrees that the Association shall be authorized to defend such suit through an attorney of
47 the Association's choosing; provided, however, that in the event the District chooses to be represented
48 solely by its own counsel, the District agrees that the Association will be discharged from any liability

hereunder. The District agrees to cooperate with the Association in defending any suit which may be brought against it as a result of this hold harmless agreement.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 18.1.

Failure of either party to conform to the time limits herein set forth will resolve the grievance based on the last answer provided (in the case of default by the grievant) or the relief last requested (in the case of default by the District).

The grievant shall initiate the grievance within twenty (20) workdays of the date the grievant was aware of the alleged violation. Any grievance not initiated within this limit shall be null and void, and subject to no further action. Any grievance may be initiated by either a verbal or written request for the meeting in Grievance process Step 1.

Section 18.2.

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

1. The specific sections of the Agreement allegedly violated and the manner in which the Agreement has been violated.
2. How and when the alleged violation occurred.
3. The results of the previous step(s), if appropriate, and why the results were unsatisfactory.
4. The name of the grievant(s), and the proposed remedy being sought for the resolution of the grievance.

Section 18.2.1.

Step 1: Informal Discussion.

The grievant(s) shall discuss the grievance first with the site administrator and/or immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner.

Step 2: Written Grievance to Supervisor.

In the event the grievant(s) is not satisfied with the disposition of the grievance through the informal discussion, it shall be reduced to writing and within five (5) workdays of the end of the informal discussion shall be presented to the site administrator, or immediate supervisor.

The site administrator or immediate supervisor shall, within five (5) workdays, provide the grievant(s) with a written response to the grievance.

Step 3: Written Grievance to Superintendent.

In the event that the grievant(s) is not satisfied with the disposition of his/her grievance at Step 2, and the Association believes the grievance to be valid, he/she shall submit the grievance, in written form, to the Superintendent within twenty (20) workdays from the date of receipt of the response from Step 2.

1 The Superintendent shall, within ten (10) workdays of receipt of the request, meet with the
2 grievant, and if requested, a representative of the grievant's choice, in an effort to arrive at an
3 equitable solution.
4

5 If the grievance is resolved at this step, the Superintendent shall provide the grievant(s) with a
6 written disposition of the grievance within five (5) workdays after this meeting.
7

8 **Step 4: Mediation.**

9 In the event that the grievant(s) is not satisfied with the disposition of the grievance at step 3,
10 the District and the Association may agree to submit a grievance to mediation in accordance
11 with the following:
12

13 If the grievant is not satisfied with the disposition of the grievance at Step 3 of the grievance
14 procedure, or if no written decision has been received from the District within the time limits
15 prescribed in Step 3, the Association must notify the District in writing within five (5)
16 workdays of the conclusion of Step 3 of the grievant's desire to refer the grievance to
17 mediation. The District shall respond to the Association whether or not it agrees to the
18 mediation of the grievance no later than five (5) workdays of the request.
19

20 Within five (5) workdays following the agreement of the District and the Association to
21 mediate the grievance, both parties shall agree upon and notify the appropriate mediation
22 association and schedule a mediation conference at the earliest possible date.
23

24 The mediator shall determine the process and procedures to be followed during the mediation
25 conference.
26

27 Failure to agree does not limit a resolution to be sought through other legal means, including
28 binding arbitration.
29

30 **Step 5. Binding Arbitration.**

31 Grievances not resolved in the preceding step may, within twenty (20) workdays, be submitted
32 to binding arbitration. The parties shall meet and confer within twenty (20) workdays to select
33 an arbitrator. If a selection cannot be mutually agreed to, the Public Employment Relations
34 Commission (PERC) will be requested to submit a list of five (5) names from which the parties
35 will select an arbitrator. The first side to strike a name shall be determined by a coin toss. The
36 striking of names shall continue in an alternate fashion until one (1) name remains. This named
37 individual shall function as the arbitrator. The actual arbitration process shall be as determined
38 by the arbitrator.
39

40 The arbitrator shall conduct a hearing promptly and provide his/her findings of fact, reasoning
41 and conclusions on the issues submitted, including his/her basis of law, if any. The arbitrator
42 will be without power or authority to make any decision which goes beyond the terms and
43 conditions of this Agreement or requires the commission of an act prohibited by law. The
44 decision of the arbitrator will be submitted to the Board and the Association and will be final
45 and binding upon all parties.
46

47 Expenses for the arbitrator's services, including per diem expenses, if any, his/her travel and
48 subsistence expenses and the cost of any hearing room shall be borne equally by the District

1 and the Association. Each party shall be responsible for compensating its own representatives
2 or witnesses. If either party desires a verbatim record of the proceedings, it may cause such a
3 record to be made at its own expense (copies of such a record may be available to the other side
4 at the cost of copying).

5
6 **Section 18.3. Time Frame.**

7 The time frames found in the Grievance Procedure may be extended by mutual agreement.
8
9

10
11 **ARTICLE XIX**

12
13 **SALARIES**

14
15 **Section 19.1.**

16 Salaries contained in Schedule A shall be subject to renegotiation for each school year upon the request
17 of either party. Should the date of execution of this Agreement be subsequent to the effective date,
18 salaries, including overtime, shall be retroactive to the effective date.
19

20 **Section 19.2.**

21 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
22 Agreement or, in the case of retroactive pay resulting from negotiations pursuant to Section 22.3, on
23 the first regular payday following agreement on such schedule.
24

25 **Section 19.3.**

26 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
27 this Agreement. Employees who are hired after March 1 of the school year shall remain on the first
28 step of the salary schedule until they have worked one (1) year at which time they will be eligible for a
29 step increase on the next September 1.
30
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33

34 **ARTICLE XX**

35
36 **USE OF PERSONAL VEHICLES / MILEAGE**

37
38 **Section 20.1.**

39 Employees shall utilize their personal vehicles in performance of official District business only upon
40 specific written authorization by the District, except that prior verbal authorization by the District may
41 be given in emergency situations. This authorization shall present documentation as to actual usage of
42 personal vehicles in a form and manner approved by the District. Upon approval, the cost per mile
43 reimbursement shall be that amount established by the Board of Directors for all school employees or
44 the IRS rate whichever is greater.
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48

ARTICLE XXI
SEPARABILITY OF PROVISIONS

Section 21.1.

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. Salaries contained in Schedule A shall be subject to renegotiation for each school year upon the request of either party. 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 21.2.

Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 21.3.

In the event either of the foregoing sections is determined to apply to any provision of this Agreement, such provisions shall be renegotiated pursuant to Section 22.3.

ARTICLE XXII

TERM

Section 22.1.

The term of this Agreement shall be September 1, 2022 to August 31, 2024.

Section 22.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date except as provided in the following section.

Section 22.3.

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 annually to renegotiate Schedule A and insurance benefits herein.

This Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or created authority to alter personnel practices in public employment.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

DEER PARK PARAEDUCATORS CHAPTER

DEER PARK SCHOOL DISTRICT #414

BY: Paula Wiltse
Paula Wiltse, Chapter President

BY: Travis W. Hanson
Travis Hanson, Superintendent

DATE: 9-14-22

DATE: 9-14-22



PARAEDUCATOR SCHEDULE A
DEER PARK SCHOOL DISTRICT #414
SEPTEMBER 1, 2022 – AUGUST 31, 2023

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
<u>PARAEDUCATORS</u>										
Supervisory Assistants (hired before 7/1/2019)	\$15.00	\$15.52	\$16.28	\$16.73	\$17.18	\$17.58	\$17.97	\$18.40	\$18.80	\$19.15
Supervisory Assistants	Minimum Wage									
Paraeducator (SpEd, Behavior, Instruction)	\$15.64	\$16.16	\$16.94	\$17.39	\$17.84	\$18.27	\$18.65	\$19.10	\$19.50	\$19.86
<u>OIA, ELL</u>	\$16.89	\$17.33	\$18.69	\$19.12	\$19.61	\$20.03	\$20.42	\$20.92	\$21.32	\$21.67
<u>COTA</u>	\$20.28	\$21.11	\$21.71	\$22.29	\$22.93	\$24.06	\$24.44	\$25.04	\$25.43	\$25.79
<u>ECEAP</u>										
Family Support Specialist	\$20.28	\$21.11	\$21.71	\$22.29	\$22.93	\$24.06	\$24.44	\$25.04	\$25.43	\$25.79
Classified Lead Teacher	\$20.28	\$21.11	\$21.71	\$22.29	\$22.93	\$24.06	\$24.44	\$25.04	\$25.43	\$25.79
Classified Associate Teacher	\$15.85	\$16.28	\$17.63	\$18.07	\$18.53	\$18.96	\$19.35	\$19.81	\$20.20	\$20.54

PARAEDUCATOR SCHEDULE A
DEER PARK SCHOOL DISTRICT #414
SEPTEMBER 1, 2023 – AUGUST 31, 2024

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
<u>PARAEDUCATORS</u>										
Supervisory Assistants (hired before 7/1/2019)	\$15.60	\$16.14	\$16.93	\$17.40	\$17.87	\$18.28	\$18.69	\$19.14	\$19.55	\$19.91
Supervisory Assistants	Minimum Wage									
Paraeducator (SpEd, Behavior, Instruction)	\$16.27	\$16.81	\$17.62	\$18.08	\$18.55	\$19.00	\$19.40	\$19.87	\$20.29	\$20.66
<u>OIA, ELL</u>	\$17.56	\$18.02	\$19.44	\$19.88	\$20.40	\$20.84	\$21.24	\$21.76	\$22.17	\$22.53
<u>COTA</u>	\$21.09	\$21.95	\$22.58	\$23.19	\$23.85	\$25.02	\$25.41	\$26.04	\$26.45	\$26.82
<u>ECEAP</u>										
Family Support Specialist	\$21.09	\$21.95	\$22.58	\$23.19	\$23.85	\$25.02	\$25.41	\$26.04	\$26.45	\$26.82
Classified Lead Teacher	\$21.09	\$21.95	\$22.58	\$23.19	\$23.85	\$25.02	\$25.41	\$26.04	\$26.45	\$26.82
Classified Associate Teacher	\$16.48	\$16.93	\$18.34	\$18.79	\$19.27	\$19.72	\$20.13	\$20.60	\$21.00	\$21.36

_____ ☐ Satisfactory _____ ☐ Requires Action _____ ☐ Unsatisfactory

Paraeducator demonstrates reliability and dependability in performance of responsibilities:

- ✓ Reports to assignment(s) on time
- ✓ Stays for entire duration of assignment(s)
- ✓ Records absences in AESOP and/or notifies supervisor in a timely manner
- ✓ Respects duration and scheduling of breaks and lunch
- ✓ Avoids absences beyond leave allocation
- ✓ Follows safety and security policies and procedures

<input type="radio"/> Satisfactory	<input type="radio"/> Requires Action	<input type="radio"/> Unsatisfactory
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Paraeducator respects district policies and expectations for confidentiality:

- ✓ Secures records per policy
- ✓ Logs off computer when not in use
- ✓ Ensures private setting when needing to discuss students with teacher or administrator
- ✓ Knows and follows FERPA and HIPAA guidelines

<input type="radio"/> Satisfactory	<input type="radio"/> Requires Action	<input type="radio"/> Unsatisfactory
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Paraeducator establishes and maintains professional relationships with co-workers and supervisors:

- ✓ Practices and follows building norms for resolving issues or concerns
- ✓ Exhibits willingness to assist others and demonstrates flexibility when available
- ✓ Exhibits willingness to accept feedback and focuses on improvement opportunities
- ✓ Follows and demonstrates civility policy in all interactions

<input type="radio"/> Satisfactory	<input type="radio"/> Requires Action	<input type="radio"/> Unsatisfactory
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Specific expectations for Intervention Paraeducators:

☐ NA

- ✓ Demonstrates ability to instruct students effectively in content areas
- ✓ Follows classroom/teacher plans and curriculum
- ✓ Provides appropriate feedback to teacher
- ✓ Demonstrates ability to collect/present data (academic and behavioral)

<input type="radio"/> Satisfactory	<input type="radio"/> Requires Action	<input type="radio"/> Unsatisfactory
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Additional expectation for Behavioral and Life Skills(combined with Intervention) Paraeducators:

☐ NA

- ✓ Demonstrates ability to follow para educator role in implementing IEP's and accommodation plans

<input type="radio"/> Satisfactory	<input type="radio"/> Requires Action	<input type="radio"/> Unsatisfactory
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RESPONSE or COMMENT by PARAEDUCATOR:

(Goals / Coursework / Professional Development) –

Employee signature:*

Principal/Supervisor signature:

Date:

Date:

**my signature indicates only that I have read and discussed this evaluation with the evaluator, not that I necessarily agree or disagree with its content or conclusions; if desired, I may choose to attach additional comments to this evaluation.*
