

COLLECTIVE BARGAINING AGREEMENT BETWEEN

COLVILLE SCHOOL DISTRICT #115

AND

PUBLIC SCHOOL EMPLOYEES OF COLVILLE
PARAEDUCATORS & NUTRITION SPECIALISTS

SEPTEMBER 1, 2022 – AUGUST 31, 2025



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DECLARATION OF PRINCIPLES

- A. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
- B. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
- C. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
- D. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This Agreement is made and entered into between Colville School District Number 115 (hereinafter "District") and Public School Employees of Colville Paraeducators and Nutrition Specialists, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Association Recognition.

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

Section 1.2. Bargaining Unit.

The bargaining unit to which this Agreement is applicable will consist of all classified employees in the following general job classifications: Paraeducators and Nutrition Specialists.

Section 1.2.1. Exempt Positions.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District. Exempt positions include the Nutrition Service Supervisor.

1 **Section 1.3. Definitions.**

2 New Position: A position newly created where the hours did not previously exist within the District.

3
4 Open/Vacant Position: A position determined by the Superintendent as vacant, needing to be filled.

5
6 Substitute Employees: A regular substitute is any employee who does not hold a regular position with
7 the District but has completed the required training to be eligible to work as a paraeducator or nutrition
8 services employee. Substitutes will be included within the bargaining unit. The only provisions of the
9 Agreement applicable to substitute employees shall be Article VII, Section 7.3. and 7.4. and Schedule A.

10
11 Long Term Substitute: A long term substitute position is any substitute working in the same position for
12 20 consecutive days. On day 21 of the long-term sub assignment, they will be placed on the salary
13 schedule. Long term substitutes will be included within the bargaining unit. The only provisions of the
14 Agreement applicable to substitute employees shall be Article VII, Section 7.3. and 7.4. and Schedule A.

15
16 Temporary/Interim Position: A temporary/interim position is one where an opening is created by a
17 leave of absence, a short-term staffing need which does not warrant the posting of a permanent
18 position, or when extraordinary needs require a temporary appointment. Temporary positions shall be
19 posted with specific beginning and ending dates, or likely length of employment specified on the job
20 posting. New employees to the district who are hired to fill temporary positions shall be subject to all
21 provision of this Agreement.

22
23 Temporary/Interim positions that are determined continuing for the following year will be posted and
24 filled per Section 10.8.

25
26 Transfer: Transfer means moving an existing position from one building to another because of student
27 or program needs as determined by the District. If the district determines there is a need to move
28 existing hours to another site, seniority rights will be recognized when a transfer is initiated. The
29 District will notify the Association President when transfers are necessary.

30
31
32
33 **ARTICLE II**

34
35 **RIGHTS OF THE EMPLOYER**

36
37 **Section 2.1.**

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

42
43 **Section 2.2.**

44 It is agreed that the customary and usual rights, powers, functions, and authority of management are
45 vested in management officials of the District. Included in these rights in accordance with and subject
46 to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force,
47 the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend,
48 discharge, demote, or take other disciplinary action against employees for justifiable cause; and the

1 right to release employees from duties because of lack of work. The District will retain the right to
2 maintain efficiency of the District operation by determining the methods and the means by which
3 operations undertaken by the employees in the unit are to be conducted.
4
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7 **ARTICLE III**

8 **RIGHTS OF EMPLOYEES**

9 **Section 3.1. Right to Join.**

10
11 It is agreed that all employees subject to this Agreement will have and will be protected in the exercise
12 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The
13 freedom of such employees to assist the Association will be recognized as extending to participation in
14 the management of the Association, including presentation of the views of the Association to the Board
15 of Directors of the District or any other governmental body, group, or individual. The District will take
16 whatever action required or refrain from such action in order to assure employees that no interference,
17 restraint, coercion, or discrimination is allowed within the District to encourage or discourage
18 membership in any employee organization.
19

20 **Section 3.1.1.**

21 Article XIII defines the rights and obligations of the parties regarding membership,
22 representation and information of all employees represented under this Agreement.
23
24

25 **Section 3.2. Matters of Personal Concerns.**

26 Each employee will have the right to bring matters of personal concern to the attention of appropriate
27 Association representatives and/or appropriate officials of the District.
28

29 **Section 3.3. Association Representation.**

30 Employees subject to this Agreement have the right to have Association representatives or other
31 persons present at discussions between themselves and supervisors or other representatives of the
32 District.
33

34 **Section 3.4. Delegation.**

35 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
36 exclusive of compensation for services rendered to appropriate officials of the Association.
37

38 **Section 3.5. Employee Discrimination.**

39 Neither the District, nor the Association, will discriminate against any employee subject to this
40 Agreement on the basis of race, creed, color, sex, religion, age, marital status, honorably discharged
41 veteran, military status, sexual orientation, the presence of any sensory, mental, or physical disability
42 or the use of a trained dog guide or service animal by a person with a disability that is recognized as
43 and declared to be a civil right, the duties of which may be performed efficiently by an individual
44 without danger to the health or safety of the handicapped person or others.
45

46 **Section 3.6. Personnel File.**

47 The employee will be provided a copy of any material placed in his or her personnel file within ten
48 (10) days of its insertion and the employee may review and copy the entire file upon request. Any

disciplinary material contained in the file may be removed at the end of two (2) years of date of placement in the file upon agreement of the employee, the building administrator, the superintendent or his designee. An employee may attach comments to any material that is a part of the personnel file. If the employee feels the material is unfounded and/or inappropriate, an appeal to the Superintendent will be pursued. If the employee so requests, they may have a PSE representative or another person present.

Section 3.7. Evaluations.

All evaluations will be done by the building administrator or his/her designee. Newly hired employees will be evaluated twice during the first year of employment, the first of which will be within the employee's first ninety (90) workdays. Thereafter, employees will be evaluated in writing, once during the school year. Paraeducators and Nutrition Specialists will be evaluated not later than ten (10) workdays prior to the end of the instructional year.

The evaluation will be performance related and must be based on observed criteria. Such criteria will be agreed upon in advance of the observation period. If the supervisor feels there is a necessity for further evaluations, an additional evaluation and a Performance Improvement Plan will be used in an attempt to remediate the lower standard of performance. The evaluation tool may be opened up annually for edit and review.

Section 3.7.1. Employee Comments on Evaluation.

Employees will have the right to attach a written response to the evaluation provided such attachment is submitted within ten (10) workdays of receipt of the evaluation copy.

Section 3.7.2. Evaluation Form.

Evaluations contained in Appendix A will be for the entire term of this agreement, subject to the terms and conditions of Article III, Section 3.7.

Section 3.8. Respect.

Supervisors and Employees will at all times conduct themselves with dignity and respect for employee's rights, duties and privileges. In their relationships with each employee, every effort will be made to avoid words or actions which ridicule, slander or abuse and will conform to non-harassment standards, laws and District harassment and bullying policies.

Section 3.9. Right of Refusal.

Employees who are not licensed nurses and whose job descriptions do not include performing catheterizations or work with students with diabetes, may file a written statement of refusal to perform catheterization and diabetes assistance. Refusal will not adversely affect the employee's job status or be grounds for dismissal. Employees who are authorized to provide for catheterization or diabetes assistance will receive training from a registered nurse consistent with the rules of the state board of nursing.

Section 3.10. E-mail Communication.

Emails are an official communication tool of the District, therefore, employees are responsible to check their emails with regularity at appropriate times during the course of each day. Employees will be afforded the opportunity within their workday to access their district email. Association communications are limited to bargaining unit members and administration.

1 Employees shall be responsible to ensure that their email communications are appropriate. Emails
2 should only be directed to individuals who “need to know” and “all staff” or large group emails are
3 likely inappropriate and discouraged.
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7 **ARTICLE IV**

8 **RIGHTS OF THE ASSOCIATION**

9 **Section 4.1. Representation.**

10 The Association has the right and responsibility to represent the interests of all employees in the unit,
11 to present its views to the District on matters of concern either orally or in writing; to consult or to be
12 consulted with respect to the formulation, development, and implementation of industrial relations
13 matters and practices which are within the authority of the District; and to enter collective negotiations
14 with the object of reaching an agreement applicable to all employees within the bargaining unit.
15
16

17 **Section 4.2. Notification of Disciplinary Actions.**

18 The Association will promptly be notified by the District of any grievances or disciplinary actions of
19 any employee in the unit in accordance with the provisions of the Discipline and Discharge and
20 Grievance Procedure Articles contained herein. The Association is entitled to have an observer at
21 hearings conducted by any District official or body arising out of grievance if the grievant so directs
22 and to make known the Association’s views concerning the case.
23
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25 **Section 4.3. Building Visits.**

26 The District, as part of the general orientation of each new employee within the unit subject to this
27 Agreement, will describe the employee’s rights under the Public School Employees Collective
28 Bargaining Agreement and subsequent amendments thereto, and will provide such employee with a
29 copy of this Agreement to be furnished the District by the Association.
30

31 **Section 4.4. Bulletin Boards.**

32 Representatives of the Association, upon making their presence known to the District, and with the
33 District’s expressed permission for each occasion, will have access to the District premises during
34 business hours, provided, that no conferences or meeting between employees and Association
35 representatives will in any way hamper or obstruct the normal flow of work. Student contract hours are
36 not to be interrupted unless in an emergency, and then only with the permission of the Superintendent
37 or his/her designee.
38

39 **Section 4.5. Use of Inter-District Communication.**

40 The District will provide a bulletin board space at each work site for the use of the Association. The
41 Association will have the right to post notices of activities and matters of Association concern on these
42 bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the
43 Association. Each bulletin will be signed by the Association official responsible for its posting.
44 Unsigned notices or bulletins may not be posted. There will be no distribution or posting of
45 information, pamphlets or advertisements for or against federal, state or local political matters on
46 District property.
47

Section 4.6. Use of District Facilities and Equipment.

The Association will have the right to use District Facilities and equipment when such equipment or facilities are not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. District facilities may be used for meetings and to transact official business, except if the business relates to issues defined as work stoppage.

Section 4.6.1.

The Association will have the right to use District facilities and equipment when such equipment or facilities are not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. District facilities may be used for meetings and to transact official business, except if the business relates to issues defined as work stoppage.

Section 4.7. Delegation to PSE.

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 State Organization.

Section 4.8. Job Descriptions.

The District shall provide the Association with current job descriptions on request. If the job description is changed, a copy of the changes will be given to the Association President. The creation of a new position or major modification of an existing position shall require opening of this Agreement for negotiations of an appropriate wage rate. Employees may petition the District for a position reclassification.

Section 4.9. Release Time for Association Business.

The President of the Association and designated representatives will be provided time off without loss of pay to a maximum of ten (10) total days per year to attend regional or State meeting or to attend to Association business.

Section 4.9.1. Use of Release Time.

Time during working hours will be allowed designated Association members for attendance at meetings with the District. Time 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.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Hours, Wages and Working Conditions.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

1 **Section 5.2. Insurance and Benefits.**

2 The District will include the Association in the formulation of any changes being considered in
3 existing or proposed insurance benefits. The District will consult with the Association and meet, upon
4 request, in the formulation of any changes being considered in existing policies, practices and
5 procedures where insurance/benefits are concerned.
6

7 **Section 5.3. Consultation.**

8 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
9 the other party to advise, discuss or consult regarding matters concerning working conditions not
10 covered by this Agreement.
11

12 **Section 5.4. School Calendar.**

13 The parties agree that PSE will be given the opportunity to review the school calendar prior to board
14 approval.
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18 **ARTICLE VI**

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20 **LABOR MANAGEMENT MEETINGS**
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22 **Section 6.1. Labor/Management.**

23 The Association will designate a Labor/Management team of three (3) members who will meet with
24 the Superintendent or his/her designee, on a mutually agreeable regular basis, to discuss appropriate
25 matters. These meetings will not take the place of negotiations.
26

27 **Section 6.2. Purpose.**

28 The Association representatives will represent the Association and employees in meeting with officials
29 of the District to discuss appropriate matters of mutual interest. They may receive and investigate to
30 conclusion complaints or grievances of employees on District time and thereafter advise employees of
31 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
32 the grievances or complaints. This does not, however, preclude the Association's right to pursue the
33 matter to conclusion. They may consult with the District on complaints without a grievance being
34 made by an individual employee.
35

36 **Section 6.2.1. Supervisor Work Release.**

37 Association representatives, when leaving their work, will first obtain permission from their
38 immediate supervisor. The supervisor's permission in these instances will normally be granted.
39 The employees will report their return to work to their supervisors. Any such meetings will be
40 scheduled to minimize impact to student learning.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek.

The workweek will be consistent with the issued instructional calendar where students are present, typically consisting of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday.

Section 7.2. Shift Modification Notice.

Each employee will be assigned to a definite and regular shift and workweek, which will not be changed without prior notice to the employee of five (5) workdays, unless in case of emergency in which a minimum of forty-eight (48) hours notification will be provided. Such timeframe of changes may be waived by agreement of the district and employee.

Section 7.3. Defined Schedule.

Each employee will be given a beginning and ending work date and hours of their work year and day, respectively.

Section 7.4.

Any shift over seven (7) hours, will receive an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shifts as is practicable. The employee will also receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods will occur as near the middle of each half shift as is practicable.

Any shift over five (5) up to seven (7) hours will receive an unpaid thirty (30) minute uninterrupted lunch period and one (1) fifteen (15) minute rest period.

Any shift of four (4) up to five (5) hours, will receive one (1) fifteen (15) minute rest period.

Employees working less than four (4) hours will receive no rest period.

Section 7.5.

Employees required to work through their regular lunch periods 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 and the employee works the entire shift, including the lunch period, the employee will be compensated for the foregone lunch period.

Section 7.6. Assignments and Transfers.

Only employees, employed regularly as classified employees, will be used to fulfill all job assignments for which compensation is paid, within their respective job classifications, unless no qualified employee is available.

Section 7.6.1. Responsibility.

The Superintendent is responsible for all positions and transfers and will discuss them with Association leadership prior to such changes if possible. In the determination of assignments and transfers, the Superintendent shall consider the employee's seniority, credentials, training,

personal preference, subject or grade experience, years of in-District experience, and what is in the best interest of the District, provided Section 10.7 is followed.

Section 7.6.2. Voluntary Transfers.

Posting: All openings shall be communicated to employees via district email and the Colville School District web page.

Association Notification: Written notice of every opening shall be emailed to the PSE president at the same time it is posted.

Postings: Current employees shall be given the opportunity to fill openings according to qualifications and certification of endorsement.

1. **In-Building Vacancy:** When a vacancy occurs within a building, the administrator will communicate that vacancy to his/her entire staff. This must be done in an email and interested employees will notify their principal within three (3) school days of the announcement. The principal retains the final decision in assigning staff to the vacancy, following the seniority provisions in Section 10.7.
2. **In-District Vacancy:** When a vacancy has not been filled within a building, the opening will be communicated to all bargaining unit staff via District email. Interested employees will notify the District within five (5) school days of the announcement.
3. If two or more qualified unit Employees are interested, applicants with the appropriate credentials will be interviewed, and seniority rights will be followed per section 10.7.

Section 7.6.3. Involuntary Transfers.

If it becomes necessary to involuntarily transfer an employee from his/her assignment, the following procedures shall be followed:

1. In the event the District determines that there is an opening, the position shall be held open for at least five (5) days prior to voluntary and involuntary transfers being designated.
2. In the event two (2) or more potential transferees are equal, the least senior employee under consideration shall be involuntarily transferred.
3. Each involuntary transfer will be considered on its own merits and every attempt will be made to minimize disruption to the instructional program.
4. The Superintendent/designee shall notify the person to be involuntarily transferred in writing and shall give a written explanation of the reasons for the involuntary transfer. Such notification shall be provided at least ten (10) days before the involuntary transfer is to be implemented unless waived by the employee or the Association if possible.
5. The employee who is involuntarily transferred shall have the right to meet with the Superintendent or designee to discuss his/her involuntary transfer.
6. Employees who have been involuntarily transferred and who notify the District of their desire to return will be transferred back to the last assignment held if or when that former assignment becomes available. This consideration shall expire two (2) years from the date of the involuntary transfer.

Section 7.7. Work Beyond Regularly Scheduled Hours.

Employees approved by their supervisor to work additional hours beyond their regularly scheduled workday, but less than forty (40) hours total in the workweek, will be compensated the extra time on the following month's regular payroll cycle via an approved timesheet using established District procedures. Alternatively, with supervisor approval, an employee may be granted the opportunity to flex their schedule for the workweek and adjust starting and ending times to maintain the regularly scheduled number of hours per week.

Section 7.7.1. Overtime Payment.

Overtime payment will be in accordance with the Fair Labor Standards Act and Colville District Policy #5231. Employees approved by their supervisor to work additional hours beyond forty (40) hours in a workweek will be compensated at time and one-half their regular rate of pay on the following month's regular payroll cycle.

Section 7.7.2. Compensatory Time in Lieu of Overtime Payment.

Compensatory time will be in accordance with the Fair Labor Standards Act and Colville District Policy #5231. Employees approved by their supervisor to work additional hours beyond forty (40) in a workweek may voluntarily elect to receive compensatory time off in lieu of overtime payment. To exercise the option of compensatory time in lieu of overtime payment, an employee must have signed the Colville School District Compensatory Time Consent Form before overtime occurs. Compensatory time is awarded at the rate of one and one-half (1-1/2) hours for every overtime hour worked beyond forty (40) hours per week.

A balance of compensatory time in excess of two hundred forty (240) hour will be paid in the month the excess accumulation is reported. Unused compensatory time remaining on August 31 will be paid in the September paycheck at the pay rate in effect on August 31.

Section 7.8. Paraeducator Classification.

General Paraeducators work with students in classrooms or with small groups outside the classroom under the direction of a certificated employee, or in other duties as assigned per job description.

There are four (4) specific Paraeducator levels in Colville School District:

- Level I Instructional Assistant and Supervision Paraeducator
- Level II Behavioral Instruction (BI) /Designed Instruction (DI), Signer (with ASL completion)
- Level III Behavior/Truancy/Security; Brailist; Occupational Therapy Assistant (OTA); Speech Language Pathology Assistant (SLPA); Parent Designated Adult (PDA); Health Assistant
- Level IV Transition Specialist, Educational Interpreter (passed EIPA or NIC)

Section 7.8.1. Change in Paraeducator Shift.

Paraeducator schedules will be determined by administration. If student needs dictate a change in staffing, administration is responsible for notifying employees regarding the necessary Paraeducator shift (begin and end times) changes. A minimum of forty-eight (48) hours notification is required prior to duty/schedules being changed in these instances unless the employee agrees to an earlier change.

Section 7.8.2. Paraeducator Requirements.

Paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other

services to students and their families must meet the following minimum requirements:

- Be at least eighteen (18) years of age.
- Provide proof of High School diploma or equivalent.
- Complete and pass the ETS ParaPro Praxis Assessment as published by Professional Education Standards Board (PESB) by date of hire. (The ETS ParaPro assesses knowledge and skills in reading, writing, math, and assisting classroom instruction.) Colville School District will lead the incumbent through the testing process; however, a passing score must be achieved before incumbent may begin in position.
- Maintain current First Aid/CPR Card or ability to obtain one within six (6) months. First Aid training will be provided by the district.
- HIV/Hepatitis Bloodborne Pathogen trained or willingness to be promptly.
- Satisfy the Fundamental Course of Study (FCS) per the Professional Education Standards Board (PESB).

Section 7.8.3. Paraeducator Training Requirements.

Paraeducators are required to complete the Professional Educator Standards Board (PESB) Fundamental Course of Study (FCS). The District will provide twenty-eight (28) hours of paid training in the first twelve months of employment and cover associated costs on the state standards of practice for all newly hired paraeducators provided they have not already met those qualifications. The District will provide access to computers and other technology needed for paraeducators to be successful in obtaining the required training as funded by the state. The district is to determine which courses will be required for their district and what will be provided in person versus electronically.

Once twenty-eight (28) FSC hours have been earned, paraeducators are then eligible for additional training and certification. Further information can be found at

<https://www.pesb.wa.gov/paraeducator-certificate-program> .

Completed coursework must be purchased by the employee as clock hours and recorded through the Educational Data Systems (EDS) “e-cert”, an online tool to track the completion of clock hours.

Section 7.9. Nutrition Specialists.

Nutrition Specialists will be contracted for one hundred seventy-eight (178) days per year which will include:

- One (1) District Training Day that occurs the week before school starts.
- One (1) Fall Kitchen Prep Day that occurs the week before school starts.

(Each employee will work the number of hours they are normally scheduled in a day.)

All nutrition specialists will be paid additional time to take up to ten (10) hours of mandatory training (online) as required by the Office of the Superintendent of Public Instruction (OSPI), United States Department of Agriculture (USDA) and Professional Standards for School Nutrition Programs. Such training may take place during the two (2) Fall conference days and will be completed not later than November 30 each year.

Nutrition employees may complete the School Nutrition Association (SNA) Certificate Program for additional compensation. Additional information can be obtained at <https://schoolnutrition.org/certificate>.

1 In the event that a school district nutrition facility and staff are being used on a non-student scheduled
2 day(s) or non-student hours and therefore at times beyond the normal workday/week/year for Nutrition
3 Specialists, the bargaining unit employees of the Nutrition Department may be hired on a voluntary
4 basis depending on the need and staff skill level.

5 6 7 8 **ARTICLE VIII** 9 10 **HOLIDAYS AND VACATIONS** 11

12 **Section 8.1.**

13 No paid holidays have been granted to Nutrition Specialists or Paraeducators.
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17 **ARTICLE IX** 18 19 **LEAVES** 20

21 **Section 9.1. Sick Leave.**

22 Each employee will accumulate one (1) day of sick leave for each calendar month worked; provided,
23 however, that no employee will accumulate less than ten (10) days of sick leave per school year. An
24 employee who works eleven (11) workdays in any calendar month will be given credit for the full
25 calendar month. Sick leave will be vested when earned and may be accumulated for one hundred
26 eighty (180) days or the employee's highest work year, whichever is greater. The District will project
27 the number of annual days of sick leave at the beginning of the school year according to the estimated
28 calendar months the employee is to work during that year. The employee will be entitled to the
29 projected number of days of sick leave at the beginning of the school year. Sick leave benefits will be
30 paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided,
31 however, that should an employee's normal daily work shift increase or decrease subsequent to an
32 accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's
33 normal daily work shift at the time the sick leave is taken and the accumulated benefits will be
34 expended on an hourly rather than a daily basis.
35

36 **Section 9.1.1. Use of Sick Leave.**

37 Employees may use their accrued, unused paid sick leave to care for the health needs of the
38 employee's self; an employee's "family member" health needs; when the employee's place of
39 business, or the employee's child's school or place of care has been closed by order of a public
40 official for any health-related reason; absences that qualify for leave under the Domestic Violence
41 Leave Act; and additional purposes allowed by the employer.
42

43 A "family member" includes the employee's child (including stepchild or foster child), a parent, a
44 spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.
45

46 The district may require a doctor's note for sick leave of five days or more, per District Policy
47 5401.

1 **Section 9.2. On-the-Job Injury and Leave.**

2 The employee will file an application for Workers' Compensation benefits in accordance with state
3 law due to injury or occupational disease resulting from Colville School District (CSD) employment.
4 Should an employee receive Workers' Compensation time-loss benefits, he/she has the option of using
5 paid sick leave and keeping the time-loss benefits. Similarly, an employee has the option of using time-
6 loss benefits.

7
8 Should an employee use sick leave for a particular injury, he/she has the option to subsequently buy
9 back the sick leave using the related time loss benefit. Should any employee apply for Workers'
10 Compensation and the claim is later denied, sick leave and other leave may be used or the absence.

11
12 **Section 9.3. Other WA State District Sick Leave.**

13 Employees who have accrued sick leave while employed by another public school district in the State
14 of Washington will be given credit for such accrued sick leave upon employment by the District.

15
16 **Section 9.4. Sick Leave Buy-Back.**

17 The leave and attendance incentive provisions of RCW 28A.400.210 (sick leave buy-back provision)
18 as currently in effect, and rules and regulations promulgated pursuant thereto, are by this reference
19 incorporated herein.

20
21 **Section 9.4.1. Sick Leave Cash-Out at Separation.**

22 At the time of separation from school district employment, an eligible employee or the
23 employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary
24 compensation for each four (4) full day's accrued leave for illness or injury. An eligible
25 employee per the Department of Retirement Systems (DRS) may include but is not limited to:

- 26
27 A. Employees who are eligible for retirement per DRS who separate from
28 employment due to retirement or death.
29 B. Employees who separate from employment and who are at least age fifty-five
30 (55) and have at least ten (10) years of service in SERS 3.
31 C. Employees who separate from employment and who are at least fifty-five (55)
32 and have at least fifteen (15) years of service in SERS 2.

33
34 **Section 9.5. Bereavement Leave.**

35 Each employee will be entitled up to five (5) days leave with pay per occurrence for absence caused by
36 death to an employee's child, spouse, parent, step-parent, grandchild, sibling, or parent-in-law or such
37 person with whom an equivalent relationship exists. Such leave is noncumulative and will not be
38 deducted from sick leave. In the case of excessive travel distance needs, additional leave beyond the
39 five (5) days may be granted by the Superintendent or his/her designee, but may be deducted from
40 personal leave, sick leave or revert to non-paid for the balance.

41
42 **Section 9.6. Judicial Leave.**

43 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
44 as a codefendant with the District, such employee will receive a normal day's pay for each day of
45 required presence in court. In the event that an employee is a party in a court action, such employee
46 may request a leave of absence.

1 **Section 9.7. Leave of Absence.**

2 Upon recommendation of the immediate supervisor through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
4 absence for a period not to exceed one (1) year; however, extensions may be given if requested and
5 granted.

6
7 **Section 9.7.1.**

8 The returning employee will be assigned to the same or equivalent position occupied before the
9 leave of absence, provided there is an open position for which the employee is qualified. If
10 there is not an open position the employee will be placed by seniority, on a reemployment list
11 and rehired according to the provisions of Article X. Employees on the reemployment list must
12 notify the District by April 15 of each year of their intent to remain on the reemployment list.

13
14 **Section 9.7.2.**

15 The employee will retain accrued sick leave, vested vacation rights, and seniority while on
16 leave of absence. However, vacation credits, sick leave, and seniority will not accrue while the
17 employee is on a leave of absence. If the leave is approved for extended illness or injury,
18 including industrial accident or industrial illness, seniority will accrue to a maximum of one
19 additional year.

20
21 **Section 9.8. Personal Leave.**

22 Each employee will be granted three (3) days of personal leave per year with prior approval of the
23 building administrator/supervisor. Up to two (2) days of personal leave may be carried over from one
24 school year to the next, not to exceed five (5) days at any one time. Employees who do not use any or
25 part of their personal leave may request to cash-out up to three (3) days at the employee's regular rate
26 of pay. The employee must notify the district payroll department in June (by the last day of school) of
27 his/her decision to either save (accumulate) unused personal days over five (5) days or cash out
28 (convert) them at his/her hourly rate of pay.

29
30 Personal leave may not be used during the ten (10) days preceding the start of school, immediately
31 preceding or following a school holiday or break period, or during the last ten (10) student days except
32 at the discretion of the superintendent. This leave may be taken in hourly increments.

33
34 Requests for this leave for three (3) days or less must be submitted at least forty-eight (48) hours prior
35 to the date for which such leave is requested for building administrator/ supervisor approval. Requests
36 for this leave exceeding three (3) consecutive days must be submitted as soon as possible but no less
37 than ten (10) workdays in advance of the dates requested.

38
39 **Section 9.9. Family and Medical Leave (FMLA).**

40 The District shall provide Family and Medical Leave for the employee pursuant to Federal Law
41 (Family and Medical Leave Act of 1993), State Law (Washington Family Care Act) and District policy
42 #5404. This leave guarantees eligible employees up to twelve (12) weeks of job-protected leave.

43
44 Employees who have worked for the District for a period of twelve (12) months and have accrued one-
45 thousand two-hundred and fifty (1,250) hours of service during that twelve (12) month period are
46 eligible for this leave.

1 **Section 9.9.1. Maternity Leave (For Employees Not Qualifying for FMLA).**

2 To be entitled to maternity leave, an employee will inform the District at least one (1) month in
3 advance of her intention to take leave. The exact beginning and ending dates of maternity leave
4 will be determined by the employee's physician. The leave is to be deducted from sick leave.
5 Seniority will accrue during this leave. This leave may also be used in the case of adoption or
6 placement of a child in the home for foster care. This leave will be executed in conjunction
7 with federal and state law as applicable.

8
9 **Section 9.9.2. Paternity Leave (For Employees Not Qualifying for FMLA).**

10 A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about
11 the date of his child's birth. Such leave is deducted from sick leave. An employee may request
12 additional days by submitting a written application to the Superintendent or designee. This
13 leave may also be used in the case of adoption or placement of a child in the home for foster
14 care. This leave will be executed in conjunction with federal and state law as applicable.

15
16 **Section 9.10. Employee Leave Sharing.**

17 The District will establish and administer a leave sharing plan in which eligible employees may donate
18 excess sick leave for use by a staff member who is suffering from an extraordinary or severe illness,
19 injury, impairment or physical or mental condition. The value of leave transferred is based upon the
20 current salary rate of the person receiving the leave. The employee sharing their leave must retain
21 twenty-two (22) days of sick leave.

22
23 All voluntary leave sharing will be in strict compliance with current state and federal law. The district
24 will make available the published RCW on voluntary leave sharing and provide to employees upon
25 request.

26
27 **Section 9.11. Domestic Violence Leave.**

28 The District will provide leave in accordance with state law which allows victims of domestic
29 violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
30 obtain health care. Such leave will be with (provided leave is available) or without pay at the
31 employee's discretion. Employees may also take reasonable leave to help a family member obtain
32 needed treatment or services. For this section, family members include a child, spouse, parent, parent-
33 in-law, grandparent, or a person whom the employee is dating.

34
35 **Section 9.12. Faith or Conscience Leave.**

36 Each employee covered by this Agreement is entitled to two (2) unpaid days per year for a reason of
37 faith or conscience or an organized activity conducted under the auspices of a religious denomination,
38 church, or religious organization unless such leave will pose an undue hardship as set forth in the
39 WAC that will be promulgated by OFM.

40
41 **Section 9.13. Unpaid Leave/Leave Without Pay (LWOP).**

42 In the event that all other forms of leave have been exhausted, the District may authorize leave without
43 pay for special circumstances. If an employee uses leave when he/she does not have available leave or
44 permission, this may result in disciplinary action. Unpaid leave may not be used for other employment
45 opportunities.

1 **Section 9.13.1. Seniority.**

2 Seniority rights will be proportionately lost for the use of unprotected, unpaid leave beyond
3 twenty-one (21) hours per school year. The employee's seniority date will be amended, and
4 notification will be given to the employee and the Chapter President in writing.

5
6 **Section 9.13.2. Forfeiture of Position.**

7 In the event the employee's unpaid leave exceeds five (5) consecutive days, the employee will
8 be moved to substitute status and the employer will fill the position.

9
10
11
12 **A R T I C L E X**

13
14 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

15
16 **Section 10.1. Seniority.**

17 The seniority of an employee within the bargaining unit will begin as of the date on which the
18 employee began continuous, permanent, non-substitute daily employment (hereinafter "hire date")
19 unless such seniority will be lost as hereinafter provided. For those hired on the same day, lots will be
20 drawn to determine seniority and that position on the seniority list will remain constant, with respect to
21 the other employees involved in that drawing, as long as the employee is with the District.

22
23 **Section 10.2. Probation.**

24 Each new hire including temporary/interim positions will remain in a probationary status for a period
25 of not more than ninety (90) workdays following the hire date. During this probationary period the
26 District may discharge such employee at its discretion.

27
28 **Section 10.3. Temporary Positions Filled by a Regular Employee.**

29 Non-probationary employees who are assigned temporary positions will retain their regular position
30 from which they were moved and will accrue seniority. If after one (1) year, the temporary position is
31 no longer provided, the regular employee will return to the former position. Any employee hired to fill
32 in the former regular position will be informed that position is temporary.

33
34 **Section 10.4.**

35 Seniority rights will not be lost and will accrue for the following reasons, without limitation:

- 36 A. Time lost by reason of judicial leave.
37 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
38 United States.
39 C. Time spent on other authorized leaves, except Leave of Absence.
40 D. Time spent in layoff status as hereinafter provided.

41
42 **Section 10.5.**

43 Seniority rights will be lost for the following reasons:

- 44 A. Resignation.
45 B. Discharge for just cause.
46 C. Retirement.
47 D. Employees in layoff status in excess of two (2) years.
48 E. Unpaid Leave in excess of twenty-one (21) hours not covered by a protected leave of absence.

1 **Section 10.6. General Job Classification.**

2 Seniority rights will be effective within the general job classification. As used in this agreement,
3 general job classifications are those set forth in Article I, Section 1.2 of this Agreement.

4
5 **Section 10.6.1. Change of Job Classification.**

6 Employees who change job classifications within the District shall retain their hire date in the
7 previous classification for a period of one (1) year, notwithstanding that they have acquired a
8 new hire date and a new classification.

9
10 **Section 10.7. Preferential Rights.**

11 Seniority will be the first consideration in all matters of job promoting, assignments to new or open
12 positions, shift selection, layoff and recall from layoff, addition or reduction in hours, and special
13 assignments provided the employee meets the qualifications. The district will not move Paraeducators
14 across experience areas without justification.

15
16 If the District determines that seniority should not govern because a junior or outside applicant has
17 demonstrated ability, performance and/or qualifications related to the job description and/or posting,
18 substantially greater than a senior employee, the District will set forth in writing to the employee or
19 employees its reasons why the senior employee or employees were bypassed. The District will also
20 notify the Association President in writing of the bypass.

21
22 **Section 10.7.1. Additional Time.**

23 When additional hours become available, said hours will be offered by the administration on a
24 seniority basis, in the building, with consideration given to skills, experience and the
25 employee's schedule. In no case will the additional non-posted hours total more than one (1)
26 hour per day of additional time per employee per year. Said hours are not subject to the
27 publication requirement stated in Section 10.8 of the current agreement.

28
29 **Section 10.8. Posting of New or Open Positions.**

30 The District will publicize within the bargaining unit for five (5) workdays the availability of new or
31 open job positions as soon as possible after the District is apprised of the opening. Said notice of staff
32 vacancy or new position will clearly set forth the qualifications for the position and procedures for
33 applying.

34
35 A copy of the job posting will be emailed to the President of the Association, all staff and will be
36 added to the District website. Employees will submit a Letter of Intent through the district website.

37
38 **Section 10.9. Layoff.**

39 When it is necessary to lay off employees after modification or reduction of programs for financial
40 reasons, the following procedure will be followed:

- 41 1. The District office will make available a current seniority list of all classified employees in the
42 bargaining unit.
- 43 2. The District and the Association will meet and confer regarding the process to be used
44 dependent on the circumstances for reduction in force.
- 45 3. All affected employees will be placed on a re-employment list maintained by the District
46 according to layoff ranking. Such employees are to have priority over new applicants with the
47 exception of current employees in filling an opening in the classification held immediately prior to
48 layoff. Names shall remain on the re-employment list for two (2) years from last day of regular

employment, provided said employee notifies the District by April 15 of their intention to remain on the reemployment list.

4. The District will provide each employee to be laid-off, a written notice of such action no later than fifteen (15) workdays of the effective date or before the close of the school year. Those employees on layoff will be notified of vacant and open positions according to the current/collective bargaining contract. The most senior employee who meets the qualifications in the general job classification will have the preferential rights regarding reduction in hours, layoff and recall from layoff per Section 10.6.

Section 10.10. Forfeit of Rights to Reemployment.

An employee will forfeit rights to reemployment if the employee does not comply with the requirements of Section 10.9. Layoff or if the employee does not respond to the offer of or interview for reemployment within five (5) workdays.

Section 10.11. Current Address.

Employees on layoff status will file their addresses in writing with the personnel office of the District /Association and will thereafter promptly advise the District in writing of any change of address.

Section 10.12. Rejection of Offer or Interview.

An employee on layoff status who rejects an offer of or interview for reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff. Unavailability due to vacation or travel does not constitute rejection of an offer.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. Just Cause.

The District will have the right to discipline or discharge an employee for just cause. The justification for discipline or discharge will be given to the employee in writing. The issue of just cause as it pertains to this Article will be resolved in accordance with the grievance procedure contained herein.

If the District has reason to reprimand an employee, it will be done in a manner which does not embarrass the employee before the public or other employees.

When disciplining an employee, the following progressive discipline model will include: 1) Notice of Concern/Counseling; 2) Oral Warning – written record to supervisor’s file only; 3) Letter of Warning – sent to employee’s personnel file; 4) Letter of Reprimand; 5) Suspension; 6) Termination.

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

Section 11.2. Letter of Reasonable Assurance.

The District will notify employees annually of its intent for continued employment for the next school year, prior to the employee’s last workday of the current school year. The employee will respond to the District of their intention to accept continued employment within ten (10) days of receiving the letter of reasonable assurance from the District.

ARTICLE XII

SALARY, INSURANCE, AND RETIREMENT

Section 12.1. Insurance Benefits.

- A. 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.
- B. The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.
- C. The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work unless other circumstances apply per SEBB rules.
- D. Basic benefits include medical, dental, vision, long-term disability, and group life insurance. Employees may select optional benefits at their own expense. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent Care Assistance Program (DCAP).
- E. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e., the end of the school/work year), benefit coverage will continue through August of that year, unless affected by retirement date.
- F. In the event that any unforeseen changes, that are subject to bargaining, regarding SEBB occur during the duration of this Agreement, the parties agree to bargain the impact.
- G. Should any contract language be found not to be allowed under State Law and/or SEBB rules, State Law and SEBB rules shall govern.

Section 12.2. State Industrial Insurance.

The District will make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

Section 12.3. State Unemployment Contribution.

The District will make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement.

Section 12.4. WA Paid Family & Medical Leave (PFML).

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:

- The District shall annually notify employees about the benefits available under PFML.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- Employees will be required to contact the Employment Security Guidelines to determine the amount leave available.
- To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employee's eligibility and benefit.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.

Section 12.5. Retirement.

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

Section 12.6. Tort Liability.

The District will provide tort liability coverage for all employees subject to this Agreement.

Section 12.7. VEBA.

The District will make available a VEBA plan for sick leave conversion and/or monthly contributions. VEBA details are voted on by the PSE membership on an annual basis for their bargaining unit.

ARTICLE XIII

ASSOCIATION MEMBERSHIP, NEW HIRE NOTIFICATION AND CHECKOFF

Section 13.1. Association Membership.

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce, or interfere against any employee in that process. Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. The Association shall be the custodian of records in terms of employee Association Membership.

Section 13.2. New Hire Notification.

The District will provide the PSE Chapter President and Membership Officer electronic notification of the name, address, phone number, classification, job title, work location, and work email address of all newly hired bargaining unit employees upon hire. PSE officers will forward the information to PSE membership and copy the Field Representative.

Section 13.2.1. New Hire Orientation.

When orientation is provided to new hires subject to this agreement the Association shall be allowed to attend to meet with new hires and provide such employee with a copy of his

Agreement and the Dues Authorization form. In cases where New Employee Orientations do not take place at a time/place that allows the Association to participate, the employer will provide PSE release time to visit each site to provide a paid onsite orientation.

Section 13.2.2. Access to New Employees of the Bargaining Unit.

The District will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. "Reasonable access" for the purposes of this section means the access to the new employee occurs within one (1) week of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite or at a location mutually agreed to by the District and PSE.

Section 13.3. Dues 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.

The Employer agrees to accept dues authorizations as per RCW 41.80.100.

Section 13.3.1. Authorization and Revocations.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

Upon receiving notice of the employee's authorization from Public School Employees of Washington/SEIU Local 1948 (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 13.4. Regular Dues Checkoff.

The District shall deduct PSE dues, assessments, and any/all voluntary contributions to the Association from the pay of any employee who authorizes such deductions in writing in accordance with applicable law (RCW41.56.110). The District shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington/SEIU Local 1948 on a monthly basis. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. A dues remittance form needs to accompany the payment every month and include membership status changes.

1 **Section 13.5. Local Chapter Dues.**

2 The District agrees to deduct local membership dues from all dues paying members on a monthly basis
3 and remit to the Treasurer of the Public School Employees of Colville Paraeducators and Nutrition
4 Specialists. The Association will inform the district as to the amount of local dues to be collected.
5

6 **Section 13.6. Represented Employee Lists.**

7 Upon request, the District shall provide electronically to PSE information on all bargaining unit
8 employees for audit purposes. Information will include all represented bargaining unit employees,
9 including non-dues paying employees, with the employee's name, position, primary work location, work
10 email, home email, address, phone, hire date, hourly rate of pay, current pay status (on leave of absence or
11 active employee), number of contracted workdays and work hours per day, and FTE equivalent. This
12 report will be provided to PSE Membership (membership@pseofwa.org), the Field Representative and the
13 Chapter President.
14
15
16

17 **ARTICLE XIV**

18 **GRIEVANCE PROCEDURE**
19
20

21 **Section 14.1.**

22 Grievances or complaints arising between the District and its employees within the bargaining unit
23 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
24 Terms and Conditions of this Agreement will be resolved in strict compliance with this Article.
25

26 **Section 14.2. Grievance Steps.**

27
28 **Section 14.2.1. Step 1. Discussion with Supervisor.**

29 Employees will first discuss the grievance or complaint with their immediate supervisor and the
30 employee will document the date of the discussion. If employee wishes, they may be
31 accompanied by an Association representative at this discussion. All grievances not brought to
32 the immediate supervisor in accordance with the preceding sentence within twenty (20)
33 workdays of the occurrence will be invalid and subject to no further processing. The Supervisor
34 will have twenty (20) workdays to resolve the grievance.
35

36 **Section 14.2.2. Step 2. Written to Supervisor.**

37 If the grievance is not resolved to the employee's satisfaction within twenty (20) workdays of
38 the discussion at Step 1, the employee will, within ten (10) workdays reduce to writing a
39 statement of the grievance containing the following:

- 40 A. The facts on which the grievance is based.
41 B. A reference to the provisions in this Agreement which have been allegedly violated.
42 C. The remedy sought.
43

44 The employee will submit the written statement of grievance to the immediate supervisor for
45 reconsideration and will submit a copy to the official in the Administration responsible for
46 personnel. The parties will have fifteen (15) workdays from submission of the written statement
47 of grievance to resolve it by indicating on the statement of grievance the disposition. If an
48 agreeable disposition is made, all parties to the grievance will sign it.

1 **Section 14.2.3. Step 3. District Superintendent.**

2 If no settlement has been reached within the fifteen (15) days referred to in the preceding
3 subsection, and the Association believes the grievance to be valid, a written statement of
4 grievance will be submitted within fifteen (15) workdays to the District Superintendent or the
5 Superintendent's designee. After such submission, the parties will have fifteen (15) workdays
6 from submission of the written statement of grievance to resolve it by indicating on the
7 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
8 grievance will sign it. If the Superintendent's designee has already been party to the grievance
9 procedure in Section 14.2.2 or 14.2.3, then the grievance will be submitted to the District Board
10 of Directors according to Section 14.2.4.

11
12 **Section 14.2.4. Step 4. Board of Directors.**

13 If no settlement has been reached within the fifteen (15) days referred to in the preceding
14 subsection, and the Association believes the grievance to be valid, a written statement of
15 grievance will be submitted within fifteen (15) workdays to the District Board of Directors.
16 After such submission, the parties will have thirty (30) workdays from submission of the
17 written statement of grievance to resolve it by indicating on the statement of grievance the
18 disposition. If an agreeable disposition is made, all parties to the grievance will sign it. The
19 District Board of Directors reserves the right to summon the employee for an oral statement of
20 the grievance. The employee reserves the right to appear before the District Board of Directors
21 to explain the grievance. At any appearance before the District Board of Directors, the
22 employee may be accompanied by an Association representative or designee.

23
24 **Section 14.2.5. Step 5. Arbitration.**

25 If no settlement has been reached within the thirty (30) days referred to in the preceding
26 subsection, and the Association believes the grievance to be valid, the employee may demand
27 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
28 interpretation, or the application of this Agreement will then be submitted to arbitration to the
29 Public Employment Relations Commission. The parties further agree to accept the arbitrator's
30 award as final and binding upon them. The parties will equally share the costs associated with
31 the services of the arbitrator but will assume full liability for their own costs.

32
33 **Section 14.3.**

34 The grievance or arbitration discussions will take place whenever possible on school time. The
35 employer will not discriminate against any individual employee or the Association for taking action
36 under this Article.

37
38
39 **ARTICLE XV**

40
41 **TRANSFER OF PREVIOUS EXPERIENCE**

42
43 **Section 15.1.**

44 A new hire leaving one school district within the State of Washington, or a Colville School District
45 rehire who commence employment with the Colville School District will receive credit for experience
46 in a like position for the purpose of placement on the applicable salary schedule and will retain sick
47 leave credit that he/she had in the previous district, subject to terms and conditions of this Agreement.
48 It is the new/re-hire's responsibility to provide leave and experience information to the business office.

1 **Section 15.2.**

2 Any new hire previously employed outside the State of Washington or outside the Colville School
3 District (i.e., Idaho Public Schools, private schools, or nursing homes for Nutrition services) may
4 receive experiential credit pursuant to the terms of the Colville District Policy # 5310.
5
6
7

8 **ARTICLE XVI**

9
10 **SALARIES AND EMPLOYEE COMPENSATION**
11

12 **Section 16.1.**

13 Employees will be compensated in accordance with the provisions of this Agreement for all hours
14 worked. Each employee will receive a full accounting and itemization of authorized deductions, hours
15 worked, and rates paid by the last day of October. The employee's estimated yearly earnings
16 (September 1 through August 31) will be calculated and paid in twelve equal payments.
17

18 **Section 16.2.**

19 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
20 Schedule A attached hereto and by this reference incorporated herein.
21

22 **Section 16.2.1.**

23 Salaries contained in Schedule A will be for the entire term of this Agreement, subject to the
24 terms and conditions of Article XVII, Section 17.3. Should the date of execution of this
25 Agreement be subsequent to the effective date, salaries, including overtime, will be retroactive
26 to the effective date.
27

28 **Section 16.2.2.**

29 Retroactive pay, where applicable, will be paid on the first regular payday following execution
30 of this Agreement, if possible and in any case not later than the second regular payday. In the
31 case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.3, such
32 retroactive pay will be paid on the first regular payday following agreement on such schedule,
33 if possible and in any case not later than the second regular payday.
34

35 **Section 16.3. Food Handlers Permit.**

36 The District will reimburse the fee for Nutrition Service employee's Food Handler's Permits, after the
37 employee has maintained employment within the district's nutrition services program for a minimum
38 of 6 months upon submission of a receipt.
39

40 **Section 16.4. Planning/Prep Time.**

41 It is expected that coordination between Paraeducators and their supervising teacher will be done on duty
42 time not during lunch or rest periods.
43

44 **Section 16.5. Emergency Substitute Teacher Certification.**

45 This provision is to be used for emergency substitute teach shortages or when extenuating
46 circumstances warrant placing a classified employee in this certificated substitute role. The use of this
47 provision is at supervisor discretion. Employees who possess an emergency substitute or teaching
48 certificate may substitute within their building only when directed by their supervisor.

1 Employees requested by their supervisor to work as a substitute teacher for half-day or full-day
2 assignments will receive the district's customary substitute compensation rate and will be paid in
3 accordance with Policy 5610. Unpaid Leave from the employee's regular classified assignment shall
4 be taken during the substitute assignment and noted on the employee's timesheet. However, said
5 Unpaid Leave shall not be deducted from seniority calculations due to the nature of such circumstances
6 being a supervisory and/or district request.

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.

The term of this Agreement will be September 1, 2022 to August 31, 2025.

Section 17.2.

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

Section 17.3.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement will be reopened annually to renegotiate Schedule A, Article VIII, and Article XII herein; and Appendix A, except if specifically waived in this Article.

This Agreement will 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 subject to bargaining, herein or creates authority to alter personnel practices in public employment.

Section 17.4.

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

Section 17.5.

Neither party will be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the effective date of this Agreement.

Section 17.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provisions will be renegotiated pursuant to Section 17.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

COLVILLE PARAEDUCATORS
AND NUTRITION SPECIALISTS

COLVILLE SCHOOL DISTRICT #115

BY: _____
Kim Kimminau, Chapter President

BY: _____
Kevin Knight, Superintendent

DATE: _____

DATE: _____

SCHEDULE A
COLVILLE SCHOOL DISTRICT
PARAEDUCATORS AND NUTRITION SPECIALISTS
September 1, 2022 – August 31, 2025

PARAEDUCATORS								LONGEVITY			
			Year 1-2	Year 3	Year 4	Year 5	Year 6-10	Year 11	Year 16	Year 21	Year 26
2022-23	Level I	Paraeducator (Instructional Assistant and Supervision)	\$16.04	\$16.56	\$17.09	\$17.62	\$18.15	\$18.65	\$19.15	\$19.65	\$20.15
2023-24			\$16.36	\$16.89	\$17.43	\$17.97	\$18.51	\$19.01	\$19.51	\$20.01	\$20.51
2024-25			\$16.70	\$17.25	\$17.80	\$18.35	\$18.90	\$19.40	\$19.90	\$20.40	\$20.90
2022-23	Level II	Designed Instruction (DI), Behavior Instruction (BI), Signer (ASL Completion)	\$17.09	\$17.62	\$18.15	\$18.67	\$19.20	\$19.70	\$20.20	\$20.70	\$21.20
2023-24			\$17.43	\$17.97	\$18.51	\$19.05	\$19.59	\$20.09	\$20.59	\$21.09	\$21.59
2024-25			\$17.80	\$18.35	\$18.90	\$19.45	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00
2022-23	Level III	Behavior/Truancy/Security, Health Assistant, Brailist, OTA, SLPA, PDA	\$19.20	\$19.73	\$20.26	\$20.78	\$21.31	\$21.81	\$22.31	\$22.81	\$23.31
2023-24			\$19.59	\$20.12	\$20.66	\$21.20	\$21.74	\$22.24	\$22.74	\$23.24	\$23.74
2024-25			\$20.00	\$20.55	\$21.10	\$21.64	\$22.19	\$22.69	\$23.19	\$23.69	\$24.19
2022-23	Level IV	Transition Specialist, Educational Interpreter (Pass EIPA or NIC)	\$21.31	\$21.84	\$22.37	\$22.89	\$23.42	\$23.92	\$24.42	\$24.92	\$25.42
2023-24			\$21.74	\$22.28	\$22.81	\$23.35	\$23.89	\$24.39	\$24.89	\$25.39	\$25.89
2024-25			\$22.19	\$22.74	\$23.29	\$23.84	\$24.39	\$24.89	\$25.39	\$25.89	\$26.39
NUTRITION SPECIALISTS								LONGEVITY			
			Year 1-2	Year 3	Year 4	Year 5	Year 6-10	Year 11	Year 16	Year 21	Year 26
2022-23	Nutrition Specialist		\$16.04	\$16.56	\$17.09	\$17.62	\$18.15	\$18.65	\$19.15	\$19.65	\$20.15
2023-24			\$16.36	\$16.89	\$17.43	\$17.97	\$18.51	\$19.01	\$19.51	\$20.01	\$20.51
2024-25			\$16.70	\$17.25	\$17.80	\$18.35	\$18.90	\$19.40	\$19.90	\$20.40	\$20.90
2022-23	Lead Nutrition Specialist		\$17.09	\$17.62	\$18.15	\$18.67	\$19.20	\$19.70	\$20.20	\$20.70	\$21.20
2023-24			\$17.43	\$17.97	\$18.51	\$19.05	\$19.59	\$20.09	\$20.59	\$21.09	\$21.59
2024-25			\$17.80	\$18.35	\$18.90	\$19.45	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00

Substitutes \$15.50/hr.

Additional pay for Paraeducator Employee education:

- 1) Paraeducators are required to complete the 28 hours to achieve the FCS (Fundamental Course of Study) per OSPI and PESB within the first year of hire for new hires. All others need to complete the FCS by the end of the 2022-23 School Year.
- 2) An additional seventy (70) clock hours are required to reach the General Paraeducator Certificate. A fifty cent (\$0.50) hourly stipend will be added to the hourly rate of pay for paras when this certificate has been achieved and provided to the district and ESD.
- 3) After achieving the General Paraeducator Certificate, another 75 clock hours can be earned to achieve the Advanced Paraeducator Certificate. A one dollar and fifty cent (\$1.50) hourly stipend will be added to the hourly rate of pay for paras when this certificate has been achieved and provided to the district.

Additional pay for Nutrition Employee education:

Employees in Nutrition Services may acquire the School Nutrition Services (SNA) Certificate. A twenty-five cent (\$0.25) hourly stipend will be added to the hourly rate of pay for nutrition employees for each of the 4 levels completed. The employee is responsible to report the completion of each level of this certificate when it has been achieved to the district. A maximum of one dollar (\$1.00) in additional is available for this certificate.

Longevity

A fifty cent (\$.50) hourly longevity stipend will be added (starting September 1) to the employee's hourly rate of pay following the completion of the employee's 10th, 15th, 20th and 25th year of service to the district. To be eligible for this stipend the employee will have completed 10 1/2, 15 1/2, 20 1/2 and 25 1/2 years.

*Retired Colville School District employees who return to substitute in his/her previous classification will receive pay equal to Year 4.

APPENDIX A
COLVILLE SCHOOL DISTRICT #115
Paraeducator Evaluation Form

Name _____ Job Title _____

Program _____ School _____

Years of Experience to Date _____ Period of Evaluation _____ to _____

Immediate Supervisor _____ Date _____

INSTRUCTIONS

Rate on a scale of 0-5 with 5 indicating the highest level of STRENGTH AREA range, 3 indicating the highest level of GROWTH AREA range, 1 the level of NEEDS IMPROVEMENT, and 0 indicating UNACCEPTABLE PERFORMANCE level. Check the "Focus" box if the subheading question is the primary role and function of the employee and "N/A" if the area does not pertain.

I. KNOWLEDGE OF STUDENTS

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. learning styles (i.e. Visual, kinesthetic, auditory)				
		b. academic needs (growth areas targeted)				
		c. rapport				
		d. environment and external variables				

Comments: _____

II. MANAGEMENT SKILLS

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. establishes positive learning climate in which all students are valued and respected (encourage success)				
		b. prepared when students arrive				
		c. establishes prompts, positive behavior interventions				
		d. demonstrates self-directed time management skills				
		e. degree of excellence in performing various job functions				

Comments: _____

APPENDIX A
COLVILLE SCHOOL DISTRICT #115
Paraeducator Evaluation Form

III. JOB KNOWLEDGE & INSTRUCTIONAL DELIVERY SKILLS

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. knowledgeable of tasks that need to be done				
		b. knowledgeable of how to perform necessary tasks				
		c. demonstrates a variety of strategies to motivate all students to want to learn and be successful				
		d. clear objectives are met through communication with instructional district staff				
		e. appropriate use of directed instruction curriculum strategies				

Comments: _____

IV. PROFESSIONAL CHARACTERISTICS

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. demonstrates willingness to be flexible				
		b. demonstrates a cooperative and professional attitude in working with students, parents, staff and other professionals				
		c. demonstrates positive use of non-directed discretionary time				
		d. shows concern for safety of students and others				
		e. demonstrates good judgment and common sense				
		f. is dependable, regular in attendance and punctual				
		g. maintains daily preparation and record keeping as required				

Comments: _____

V. VERSATILITY

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. ability to learn and perform new or changed tasks				
		b. shows initiative to help others when needed				

Comments: _____

APPENDIX A
COLVILLE SCHOOL DISTRICT #115
Paraeducator Evaluation Form

VI. DEPENDABILITY & COOPERATION OF EMPLOYEE

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. reliable and conscientious				
		b. reports to work on time				
		c. calls in to report absences before scheduled work shift				
		d. follows instructions as given				
		e. carries out instruction in a timely manner				

Comments: _____

VII. TRAINING/INSERVICE RECEIVED THIS EVALUATION PERIOD

a. clock hours received	(none offered)
b. credits received	(none offered)
c. list of training:	

VIII. OVERALL EVALUATION

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. comparison between job description and performance level				

Comments: _____

APPENDIX A
COLVILLE SCHOOL DISTRICT #115
Paraeducator Evaluation Form

IX. PROGRAM/STUDENT EXPERIENCES ACQUIRED THIS EVALUATION PERIOD
(Including subbing)

Narrative: _____

SUPERVISOR'S COMMENTS: _____

EMPLOYEE'S COMMENTS: _____

Supervisor's Signature: _____ **Date:** _____

Administrator's Signature: _____ **Date:** _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may attach a written statement to this form.

Employee's Signature: _____ **Date:** _____

APPENDIX B
COLVILLE SCHOOL DISTRICT #115
Nutrition Specialist Evaluation Form

Name _____ Job Title _____

Program _____ School _____

Years of Experience to Date _____ Period of Evaluation _____ to _____

Immediate Supervisor _____ Date _____

INSTRUCTIONS

*Rate on a scale of 0-5 with 5 indicating the highest level of **STRENGTH AREA** range, 3 indicating the highest level of **GROWTH AREA** range, 1 the level of **NEEDS IMPROVEMENT**, and 0 indicating **UNACCEPTABLE PERFORMANCE** level. Check the "Focus" box if the subheading question is the primary role and function of the employee and "N/A" if the area does not pertain.*

I. JOB KNOWLEDGE

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		b. knowledge of tasks that need to be performed				
		c. knowledge of how to perform necessary tasks				
		d. knowledge of safety measures to run and clean equipment				

Comments: _____

II. QUALITY OF WORK

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. degree of excellence in performing various job functions				
		b. demonstrates knowledge of portion control				
		c. demonstrates ability to extrapolate recipes if needed				
		d. accomplishes work on schedule				
		e. demonstrates good judgment and ability to complete assignments				

Comments: _____

APPENDIX B
COLVILLE SCHOOL DISTRICT #115
Nutrition Specialist Evaluation Form

III.COOPERATION OF EMPLOYEE

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. follows instructions as given				
		b. makes a positive acknowledgment of instructions				
		c. may suggest an alternative way to do a task				
		d. carries out instruction in a timely manner				

Comments: _____

IV.PERSONAL APPEARANCE

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. dresses appropriately for the job				
		b. displays cleanliness, hair is clean and secured if needed				
		c. hands and nails are kept clean				

Comments: _____

V. HUMAN RELATIONS

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. employee is cooperative and considerate to others				
		b. expresses self clearly				
		c. keeps busy with little or no supervisions				
		d. works effectively under stress & responds to various needs				
		e. maintains confidentiality				

Comments: _____

APPENDIX B
COLVILLE SCHOOL DISTRICT #115
Nutrition Specialist Evaluation Form

VI. VERSITILITY

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. ability to learn and perform new or changed tasks				
		b. moves up to higher position when needed.				
		c. shows initiative to help others when needed				

Comments: _____

VII. DEPENDABILITY

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. reliable and conscientious				
		b. reports to work on time.				
		c. calls in to report absences before scheduled work shift				

VIII. OVERALL EVALUATION

Focus	N/A		Strength Area 5 4	Growth Area 3 2	Needs Improvement 1	Unacceptable Performance 0
		a. comparison between job description and performance level				

Comments: _____

APPENDIX B
COLVILLE SCHOOL DISTRICT #115
Nutrition Specialist Evaluation Form

EVALUATORS COMMENTS: _____

EMPLOYEE'S COMMENTS: _____

Evaluator's Signature: _____ **Date:** _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may attach a written statement to this form.

Employee's Signature: _____ **Date:** _____