

AGREEMENT

between the

**Board of Directors
Tacoma School District No. 10**

and the

**Tacoma Federation of
ParaEducators
Local 461, AFT/AFL-CIO**

September 1, 2010- August 31, 2013

AGREEMENT

Tacoma, Washington

TACOMA SCHOOL DISTRICT #10

BOARD OF DIRECTORS

Debbie Winskill, President
Kurt Miller, Vice President
James Dugan
Kim Golding
Catherine Ushka-Hall

SUPERINTENDENT

Arthur O. Jarvis, Ed.D.

**Tacoma Federation of ParaEducators,
Local 461, AFT/AFL-CIO
3049 South 36th
Tacoma, WA 98409
(253) 473-2033**

**Tacoma School District No. 10
P. O. Box 1357
Tacoma, WA 98401-1357
(253) 571-1000**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	
DEFINITIONS AND RECOGNITION.....	1
Section 1. Definitions.....	1
Section 2. Recognition, Unit Designation and Labor Management Meetings	1
ARTICLE II	
RIGHTS OF THE BOARD	2
Section 3. Rights of the Board	2
ARTICLE III	
GRIEVANCE PROCEDURE.....	2
Section 4. Guidelines	2
Section 5. Steps.....	3
ARTICLE IV	
GENERAL AGREEMENT PROVISIONS.....	5
Section 6. Negotiation Procedures.....	5
Section 7. Staff Diversity Plan.....	5
Section 8. Equitable Treatment.....	5
Section 9. Rights of the Federation.....	5
ARTICLE V	
WAGES AND BENEFITS	7
Section 10. Wages.....	7
Section 11. Professional Development	9
Section 12. Hours.....	11
Section 13. School Year.....	12
Section 14. Summer School.....	12
Section 15. Insurance Benefits.....	12
Section 16. Travel Allowance.....	13
ARTICLE VI	
GENERAL CONDITIONS	13
Section 17. Program Procedures	13
Section 18. Seniority.....	17
Section 19. Assignments and Transfers	17
Section 20. 420 Hour Employees.....	20
Section 21. Administrative Transfer	20
Section 22. Classification.....	21
Section 23. Layoff and Recall.....	22
Section 24. Employee Performance.....	24
Section 25. Probation.....	27

Section 26. Leaves.....	28
Section 27. Damage to Car/Damage or Loss to Personal Property.....	33
ARTICLE VII	
DISCIPLINE AND DISCHARGE	34
Section 28. Guidelines	34
Section 29. Progressive Discipline	35
ARTICLE VIII	
FURTHER PROVISIONS.....	36
Section 30. Agreement Clause.....	36
Section 31. Savings Clause.....	36
Section 32. Amendment Clause.....	36
Section 33. Copies of Agreement Clause	37
Section 34. Duration Clause	37
AGREEMENT.....	37
Hiring Memorandum of Understanding.....	38
APPENDIX I - Salary Schedule	39
APPENDIX II – 2010-2011 School Calendar	40
APPENDIX III -2010-2011 182 Day Work Schedule.....	41
APPENDIX IV – 2010-2011 Performance Evaluation Form.....	42
APPENDIX V – 2010-2011 Personal Professional Growth Plan.....	44
APPENDIX VI - Request for Compensation for Covering a Class Form.....	47
APPENDIX VII - ParaEducator Pre-approved Compensatory Time/Additional Hours Form	48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

PREAMBLE

The following articles of this Agreement constitute the full and complete agreement by and between the Board of Directors of Tacoma School District No. 10 and the Tacoma Federation of ParaEducators, Local No. 461, AFT/AFL CIO.

The parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RECOGNITION**

Section 1. Definitions

1. **Board:** Board of Directors of Tacoma School District No. 10.
2. **District:** Tacoma School District No. 10.
3. **Employee:** Any employee of the District covered by this Agreement.
4. **Regular Employee:** An employee scheduled to work the equivalent of at least four (4) hours per day for the school year or any employee who works in an extra help assignment exceeding 420 hours in the same assignment during the school year.
5. **Seniority:** Consists of continuous service of employee as a ParaEducator within the District.
6. **Short-hour employee:** An employee scheduled to work less than four (4) hours per day and fifteen (15) hours per week for the student school year. Said employee shall receive the hourly rate of pay only and no other contractual benefits. A short-hour employee must work no more than 540 hours in a school year.
7. **Substitute Employee:** An employee hired for an extra help assignment of 420 hours or less in the same assignment during the school year, or hired to replace an absent employee, or hired to temporarily fill a vacancy. Said employee shall receive the substitute rate of pay only and no other contractual benefits.
8. **Superintendent:** Superintendent of Schools of Tacoma School District No. 10.
9. **Federation:** Tacoma Federation of ParaEducators, Local #461, AFT/AFL CIO.

Section 2. Recognition, Unit Designation, and Labor-Management Meetings

1. **Recognition:** The Board recognizes that the Federation is the exclusive representative of all employees in the bargaining unit described in subsection 2 of this section with respect to grievance procedures and collective negotiations on personnel

1 matters, including wages, hours and working conditions, which may be peculiar to the
2 bargaining unit.

- 3
- 4 2. **Bargaining unit:** The bargaining unit to which this Agreement is applicable is
5 composed of all ParaEducators employed by the District in a budgeted position at
6 least four (4) hours a day.
- 7
- 8 3. **Labor-Management:** At least quarterly, or at the written request of the District or
9 the Federation, labor-management meetings shall be held to discuss issues of mutual
10 interest to the parties; to resolve concerns regarding the interpretation and
11 implementation of the collective bargaining agreement and to provide an opportunity
12 for the Federation to provide feedback on District operations and direction. The
13 principles of interest-based decision-making will be used to organize discussions at
14 labor-management meetings.

15

16 In no event can agreements reached in labor-management meetings abridge, add to, or
17 subtract from the collective bargaining agreement, provided however, that such
18 agreements may be made subject to ratification by the Federation and the Tacoma
19 School District No. 10 Board of Directors.

20

21 The Federation may include up to three (3) employee representatives, inclusive of the
22 President. The Assistant Superintendent for Human Resources and up to two (2)
23 additional members shall represent the District. Other resource personnel shall be
24 available upon request by either party.

25

26 **ARTICLE II**
27 **RIGHTS OF THE BOARD**

28

29 **Section 3. Rights of the Board**

30

31 The Board retains and reserves all powers, rights, authority, duties and responsibilities
32 conferred upon and vested in it by the laws and the Constitution of the state of
33 Washington and of the United States for the management and operation of the District,
34 subject to the provisions of this Agreement.

35

36 **ARTICLE III**
37 **GRIEVANCE PROCEDURES**

38

39 **Section 4. Guidelines**

- 40
- 41 1. A grievance is a claim based upon an alleged violation or misapplication of the
42 provisions of this agreement.
- 43
- 44 2. The intent of a grievance procedure is to provide a fair and respectful way to resolve
45 disputes between the Federation and the District. Every effort should be made by
46 both parties to resolve and settle these differences at the lowest possible level.

- 1 3. Any reference to "days" in this Article shall be understood to mean work days.
- 2
- 3 4. Any member of the bargaining unit filing a grievance shall have the right to
- 4 Federation representation at any and all levels of the proceedings.
- 5
- 6 5. Any individual involved in grievance proceedings as a grievant, a witness, a
- 7 representative, or otherwise, shall not suffer any restraint, interference,
- 8 discrimination, coercion, or reprisal as a result of his or her reasonable participation
- 9 in the process.
- 10
- 11 6. Grievances may be settled at any step, and nothing in this agreement shall preclude an
- 12 informal settlement, agreed upon by both parties, at any step contained in this
- 13 process.
- 14
- 15 7. Timelines within this process shall be strictly adhered to, unless extended by mutual
- 16 agreement.
- 17
- 18 8. If the grievance is not filed within forty-five (45) days of the act or the creation of the
- 19 condition on which the grievance is based, then the grievance shall be waived.
- 20
- 21 9. The Federation shall be the sole and exclusive bargaining representative in the
- 22 processing of all grievances.
- 23
- 24 10. Any individual within the bargaining unit may file a grievance and carry it through
- 25 Step II. Pursuing a grievance beyond Step II requires that the Federation assume full
- 26 and complete control of such an action. In pursuing a grievance through Step II, an
- 27 employee may opt for alternative or self-representation. Any agreements or
- 28 settlements made under such circumstances shall not alter, disregard, or modify the
- 29 Collective Bargaining Agreement.
- 30
- 31 11. A grievance may be filed by the Federation if it impacts several employees or is an
- 32 alleged contract violation not involving discipline. At the Federation's discretion
- 33 such grievances may be filed at Level II and processed as if the Federation were an
- 34 employee. If no employee is named in the grievance, the Federation must provide
- 35 sufficient information to permit the District to investigate, resolve or adjudicate the
- 36 grievance.
- 37

38 **Section 5. Steps**

- 39
- 40 1. **Level I – Informal:** Any dispute or alleged agreement violation shall be submitted in
- 41 writing, on an Official Grievance Form, to the employee's supervisor. Within ten
- 42 (10) days of its receipt, the supervisor shall hold a meeting with the affected parties.
- 43 A representative from Human Resources or designee may attend the meeting at the
- 44 request of either party. The supervisor shall send the employee and the Federation a
- 45 written summary of the outcome of the meeting within five (5) days of the meeting.
- 46

- 1 2. **Level II – Formal:** If no resolution has been reached, the aggrieved party is not
2 satisfied with said resolution, or no decision has been made within five (5) days of the
3 Level I meeting, the grievance may be submitted to the Assistant Superintendent for
4 Human Resources. Within five (5) days of receipt a meeting with the affected parties
5 or a hearing with the Superintendent or designee shall be scheduled. Ten (10) days
6 after the meeting or hearing the District’s decision on the disposition of the grievance
7 shall be rendered. Any settlement of the grievance shall be implemented in a timely
8 manner within the technical ability of the District.
9
- 10 3. **Level III - Alternative Dispute Resolution:** If the Federation is not satisfied with
11 the District’s decision they shall have five (5) days to submit the grievance, along
12 with a written request for Alternative Dispute Resolution (ADR), to the
13 Superintendent. Within five (5) days of receipt, the Superintendent, or designee, and
14 the Federation shall mutually agree to one of the following, or other mutually
15 acceptable, forms of ADR in an attempt to resolve the matter:
16
- 17 a. Settlement between the parties
 - 18
 - 19 b. Mediation utilizing the services of either the Public Employment Relations
20 Commission (PERC) or the Federal Mediation and Conciliation Services (FMCS)
21
 - 22 c. Mediation, with the mediator acting in a fact-finding capacity, from either PERC
23 or FMCS
24
- 25 4. **Level IV - Binding Arbitration:** If no resolution is reached in Level III, the
26 Federation shall have five (5) days to opt for binding arbitration by informing the
27 Superintendent in writing and requesting a list of at least five (5) arbitrators from the
28 American Arbitration Association. Within five (5) days of receiving the list,
29 representatives from the Federation and the District shall meet to mutually decide
30 upon an arbitrator.
31

32 The arbitrator's findings will be submitted in writing as soon as possible to the
33 Federation and the District, and shall set forth findings of fact, reasoning and
34 conclusions on the issues submitted. The arbitrator's decision shall be consistent with
35 existing statutes and shall be binding on both parties.
36

37 The fees and expenses of the arbitrator shall be shared equally by the Federation and
38 the District. All other incidental costs, such as filing fees or requests for stenographic
39 records, shall be borne by the requesting party. Each party will bear its own costs of
40 arbitration, including attorney fees.
41
42
43
44
45
46

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE IV
GENERAL AGREEMENT PROVISIONS

Section 6. Negotiation Procedures

1. The parties shall initiate collective bargaining at least ninety (90) days prior to the expiration date of the Agreement. The Federation and District negotiating teams shall be trained in interest-based negotiations prior to the expiration date of the Agreement and shall decide if such a negotiations process shall be utilized in bargaining the successor agreement.
2. It is agreed that authorized representatives of the Board and the Federation will meet to discuss job classification and wage rates before the annual District budget is adopted.
3. Negotiations shall be conducted at mutually agreeable times. Up to five (5) negotiators for the Federation will be released from school during the school year without loss of pay when negotiation sessions are scheduled during the student school day.
4. Every effort will be made to complete negotiations by the termination date of this Agreement, except when extended by mutual consent of the parties.
5. Agreements reached between the parties to this Agreement shall become effective only when signed by authorized representatives of the Board and the Federation after ratification.

Section 7. Staff Diversity Plan

The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal and state law. Recommendations for changes in the Plan may be made by the Federation. Copies of the Staff Diversity Plan shall be kept on file in each school and shall be available to employees upon request from the Human Resources Office.

Section 8. Equitable Treatment

The District will not illegally discriminate in applying the provisions of this Agreement.

The Board agrees that it will not discriminate against employees because of their membership or nonmembership in employee organizations.

Section 9. Rights of the Federation

1. **Representation Fee:** No employee will be required to join the Federation; however, those employees who are not Federation members but are members of the bargaining unit will have deducted from their salaries a representation fee. The District is

1 authorized to deduct the required amount from each monthly paycheck. The amount
2 of the representation fee will be determined by the Federation and communicated to
3 the Business Office in writing. The representation fee shall not include a political
4 contribution. The representation fee shall be regarded as fair compensation and
5 reimbursement to the Federation for fulfilling its legal obligation to represent all
6 members of the bargaining unit.

7
8 In the event that the representation fee is regarded by an employee as a violation of
9 his/her right to nonassociation, such bonafide objections will be resolved according to
10 the provisions of RCW 41.56.122 and the appropriate WAC.

11
12 The Federation agrees to defend, indemnify, and hold the District harmless (suits by
13 the District excepted) against any and all claims, suits, orders, or judgments brought
14 or issued against the District pursuant to proper implementation of this section
15 contingent upon the District's agreement that the Federation shall be authorized to
16 defend such suit through an attorney of the Federation's own choosing.

- 17
18 2. **Bulletin Boards:** The Federation may post notices of its activities and matters of
19 organizational concern on the staff bulletin board(s) in accordance with District
20 regulations and rules of each school.

21
22 The Federation agrees not to post information which is libelous, slanderous, not in
23 good taste, or in support of any political cause or candidate. The Federation is
24 responsible for the prompt removal of any notices or bulletins that have become
25 outdated.

- 26
27 3. **Building Use:** The Federation may use District facilities for meetings in accordance
28 with District policies for use of school facilities provided that such meetings will not
29 interfere with nor interrupt the normal operation of the school.

- 30
31 4. **Delivery Service:** The Federation may use the intra district delivery service provided
32 said use does not violate federal or state statute and does not require added costs for
33 the District. The Federation shall indemnify and hold the District harmless for all
34 actions and costs that may result from such use of the District mail service by the
35 Federation.

- 36
37 5. **Communications:** The Federation shall have the sole and exclusive right to
38 communicate with employees represented by the Federation through use of District
39 mailboxes in the building and use of staff bulletin boards, except as provided by law.
40 In implementing this section the only requirement of the District is to notify each
41 competing organization that the Federation has the aforementioned sole and exclusive
42 right.

- 43
44 6. **School Visitation:** The President of the Federation, or a designee, may visit schools
45 after prior notifications to the building principal provided that this will not interfere

1 with nor interrupt normal operation of the school. Said person will check in through
2 the school's office.

- 3
4 7. **Released Time:** The District will provide, at District expense, eighteen (18) days of
5 released time per year for the Federation President or designee. In addition, the
6 Federation President or his/her designee shall be allowed six (6) days per month to
7 accumulate annually to a maximum of sixty (60) days leave with pay. The Federation
8 shall reimburse the District for the cost of the substitute. The leave shall not be
9 granted if the purpose violates Ch. 41.56 RCW.

10
11 The Federation will notify the District of its intention to use such leaves in advance
12 and in accordance with the District procedures. The purpose of the leave shall be
13 clearly stated.

- 14
15 8. **Employee List:** The District will provide the Federation with the following
16 employee information on a monthly basis from September to June: Name, address,
17 position, location code and salary schedule code.

18
19 **ARTICLE V**
20 **WAGES AND BENEFITS**

21
22 **Section 10. Wages**

- 23
24 1. **Wages:** For each year of the agreement wages shall be increased by an amount equal
25 to state pass through percentage for classified employees in addition to earned service
26 increments as appended herein. In the 2010-11 school year the District will provide
27 an additional 1.5% increase; 0% in the 2011-12 school year and .7% in the 2012-13
28 school year.

- 29
30 2. **Work Outside the Normal Workday:** ParaEducators required to work outside the
31 normal work day by the building principal or immediate administrative supervisor
32 shall be compensated at her/his normal hourly rate of pay in compliance with
33 applicable FLSA regulations. At the employee's request, with supervisory approval,
34 compensatory time may be granted, see Section 12 (3).

35
36 ParaEducators are encouraged to participate in District committees and on Site
37 Centered Decision Making (SCDM) teams within their assigned school and shall be
38 compensated consistent with funding sources and as determined by the SCDM
39 process and the Fair Labor Standards Act.

- 40
41 3. **Service Increments:** To qualify for a service increment, an employee must have had
42 a minimum of ninety (90) days worked and/or paid days of leave within the
43 authorized work year in a permanent position as a regularly employed ParaEducator
44 with the District.

1 4. **Pay Rate Following New Classification:** When a ParaEducator's position is
2 reclassified to a higher position, or when a ParaEducator transfers to a position with a
3 higher classification, the ParaEducator will be placed in the salary schedule column
4 of the new classification that is closest to the ParaEducator's current rate of pay, plus
5 at least \$.25 per hour.
6

7 5. **Credit for Previous Service:** A former ParaEducator employee who returns to a
8 ParaEducator position with the District within five (5) years of date of separation will
9 be reappointed on the same step on the salary schedule and will be credited for years
10 of service, and all accumulated sick leave the employee had at the time employment
11 ended. However, sick leave may not be reinstated if the sick leave days have been
12 used while employed by another employer or paid pursuant to the attendance
13 incentive program (sick leave buy-back).
14

15 6. **Payment of Wages**

16
17 a. A ParaEducator will be paid in twenty four (24) equal installments in accordance
18 with the District's payroll procedures, payable not later than the 5th and 20th of
19 each month, normally beginning September 20.
20

21 Exception: When program funding guidelines dictate that monies must be
22 expended within a specific period of time or revert back to the funding source,
23 affected ParaEducators may be paid the balance of their earned compensation on
24 or before June 30.
25

26 ParaEducators hired after March 8 will be paid in equal installments for each pay
27 period between their date of hire and the last pay period for the year.
28

29 b. All bargaining unit employees will have their pay warrants deposited by
30 automatic payroll deposit to an institution(s) of their choice.
31

32 c. Upon the employee's written authorization, the District will deduct an employee's
33 monthly Federation dues and contributions to the AFT-COPE in accordance with
34 District procedures.
35

36 d. The district will deduct from the employee's salary the authorized voluntary
37 and/or mandated remittances to the designated financial institutions.
38

39 7. **Compensation for Overnight Student Activities:** ParaEducators authorized to
40 participate in an overnight activity shall receive six (6) hours of compensation at
41 their regular hourly rate of pay, calculated at time and one-half if applicable when
42 supervising students in addition to authorized hours worked for each night.
43

44 8. **Pay Rate/Extra Pay:** ParaEducators employed for extra pay for extra work outside
45 of their regular assignment will be paid at their regular hourly rate of pay, calculated
46 at time and one-half if applicable.

1 9. **Pay Rate/Summer School:** Regular employees who work for a summer school
2 program will be paid their regular rate of pay. Non regular employees will be paid
3 the substitute rate of pay.
4

5 10. **Substitute Rights:** The District will pay ParaEducator substitutes the hourly rate
6 equivalent to PA-2, Step B of the current ParaEducator Salary Schedule. The District
7 may, at its discretion, pay a rate differential to substitute ParaEducators in licensed
8 and/or specialized assignments, including but not limited to, designated programs in
9 Special Education.
10

11 In addition, a pay differential for retirees may also be established. Substitute
12 ParaEducators shall receive only hourly compensation and no other benefits or
13 contractual rights unless otherwise provided for in the Agreement.
14

15 **11. Holidays**

16
17 a. All employees shall receive the following paid District observed holidays:
18

Veterans' Day	Thanksgiving Day	Day after Thanksgiving
December 24	December 25	January 1
Martin Luther King, Jr. Day	Presidents' Day	Memorial Day
Labor Day (In such school years when Labor day is included in school year.)		

19
20 b. Employees will be paid for District observed holidays that fall within their
21 assigned work year provided they work the regular work day before and the
22 regular work day after the holiday, or the employee is on an authorized absence
23 with pay.
24

25 Eligible employees shall receive pay equal to their regular hourly rate.
26

27 c. Employees who are required to work on the above described holidays shall
28 receive the pay due them for the holiday in addition to their regular rate of pay for
29 all hours worked on such holidays.
30

31 **Section 11. Professional Development**

32
33 1. **Staff Development/Optional Hours:** ParaEducators working twenty (20) or more
34 hours weekly may participate in District-authorized workshops and shall be
35 compensated at their regular pay rate for inservice attendance in Section 11 (7).
36

37 The number of in-service hours available to a ParaEducator shall be allocated on a
38 pro-rata basis determined by the number of hours worked by the employee per week,

1 i.e., 20 hours worked per week results in an available allocation of 20 in-service
2 hours.

3
4 The ParaEducators may choose:

- 5
6 a. To use their allocated in-service hours during nonwork hours for approved
7 professional development activities, or
8
9 b. To attend workshops, job exchanges or classes without a loss of pay during their
10 regular work day and the District will provide a substitute in lieu of in-service
11 pay. Requests for a substitute for such attendance must be made ten (10) work
12 days prior to their attendance.
13
14 c. To pay the registration fee for a District-authorized workshop.
15
16 d. A combination of the above a., band c. (Not to exceed the in-service allocation).
17

18 ParaEducators, at their individual request may have documentation of their in-service
19 training included in their personnel file. Professional development activities must be
20 approved in advance by the assigned supervisor. Requests will not be arbitrarily
21 denied.
22

- 23 2. **District Option Inservice/Training:** The District, at its option may require
24 participation of up to fifteen (15) hours of inservice annually to be provided during
25 the work day or shall be compensated at the employee's regular rate of pay or the
26 applicable presenter's rate established by the District. The District shall notify the
27 Federation no later than September 30 of each year regarding the District's intent to
28 require such participation. No disciplinary action shall be taken by the District in the
29 event that an employee is unable to attend such inservice provided that an authorized
30 absence has been approved.
31
32 3. **Unused Funds:** Allocation of unused monies from one year to another will be made
33 to an inservice pool to support the 15 hours of required training. The parties agree
34 that such training may take place on waiver days if appropriate.
35
36 4. **Professional Excellence Program (PEP):** ParaEducators who have earned
37 Excellence Program Awards for participation and demonstrated competency in the
38 Professional Excellence Program shall receive an award of \$400. Successful
39 completion of thirty (30) hours of course work in a program component entitles each
40 ParaEducator to a PEP award. A maximum of two (2) PEP awards may be earned
41 between September 1 and August 31 of each year. Thirty hours of college level class
42 work as part of a degree program may be submitted to the PEP Advisory Committee
43 for consideration for a PEP award stipend (limited to one per year). The parties will
44 conduct a review of Professional Excellence Program awards during this contract
45 period.

- 1 5. **Advisory Committee:** In order to provide ParaEducator input in defining the in-
 2 service needs of ParaEducator staff three members selected by the Federation and
 3 three representatives selected by the Superintendent shall be appointed to an advisory
 4 committee.
 5
- 6 6. **Pay Rate/Inservice Attendance:** An employee who is authorized to attend a District
 7 workshop, inservice or curriculum development day for pay shall be compensated at
 8 The employee's regular rate of pay, calculated at time and one-half if appropriate.
 9
- 10 7. **Pay Rate/Presenter:** A ParaEducator who is an authorized presenter at a District
 11 sponsored workshop will be compensated at the same rate as other presenters for the
 12 workshop.
 13

14 **Section 12. Hours**

15
 16 1. **Lunch/Breaks**

- 17
- 18 a. All employees who work five (5) or more hours per day will be entitled to a one
 19 half hour non paid duty free lunch period.
 20
- 21 b. Seven (7) and eight (8) hour employees shall be entitled to two (2) paid fifteen
 22 (15) minute breaks during the work day.
 23
- 24 c. Employees who work at least four (4) hours but less than seven (7) hours shall be
 25 entitled to one (1) fifteen (15) minute break during the work day.
 26

- 27 2. Employee schedules, including breaks and lunch periods, shall be posted at each work
 28 site.
 29

- 30 3. **Additional Hours and/or Compensatory Time:** An employee may not work
 31 additional work hours unless authorized in writing by the employee's immediate
 32 supervisor (school principal or program administrator, not a teacher).
 33

34 With authorization an employee may work flex time (moving hours of work from one
 35 day within one week to another day within the same week, but not exceeding the total
 36 hours of work authorized for that week) or additional hours beyond the employee's
 37 usual work week. Additional hours worked will be documented in writing and
 38 certified by the employee and immediate supervisor. Additional hours over forty (40)
 39 hours per week shall be at the time and one half rate to be paid or taken as
 40 compensatory time at employee's discretion with supervisory approval.
 41

42 Compensatory time earned must be used prior to the end of the current school year.
 43 Unused compensatory time will be cashed out at the end of the current fiscal year
 44 (August 31). In the event that an emergency precludes the use of scheduled
 45 compensatory time, the employee may request compensation or may reschedule

1 compensatory time use with the immediate supervisor. Compensatory time accruals
2 shall not exceed forty (40) hours at the time and one-half rate.
3

4 All compensatory time, optional hours, or extra pay for extra work shall be authorized
5 by the principal/supervisor prior to the overtime on a form which shall be mutually
6 agreed upon by the District and the Federation. See Appendix VII ParaEducator Pre-
7 approved Compensatory Time/Additional Hours Form. Both the employee and the
8 supervisor shall maintain a copy of the authorization documentation. In the event that
9 compensatory time is the choice of the employee in lieu of pay, use will be pre-
10 established and agreed upon by the employee and the principal/supervisor.
11

12 **Section 13. School Year**

13
14 The school year as it pertains to this Agreement is defined as 182 days except as the
15 school year may be modified by the Board. ParaEducators will be provided with work or
16 staff development opportunities equal to their regular daily shift on each of the student
17 waiver days that the District implements. ParaEducators, in consultation with their
18 supervisors, should prioritize building or program-based activities, training required for
19 the ParaEducator's specific position, work related to the ParaEducator's normal
20 assignments and then District-offered staff development in choosing activities for student
21 waiver days.
22

23 **Section 14. Summer School**

24
25 Summer school includes all programs operating during the period after a regular school
26 year and before the ensuing regular school year.
27

28 **Section 15. Insurance Benefits**

- 29
- 30 1. All insurance programs shall be offered to the employees through the Sound
31 Partnership (hereinafter "TRUST"), unless otherwise expressly provided for the term
32 of this Agreement.
33
 - 34 2. In keeping with the powers and responsibilities as described in the TRUST document,
35 the trustees shall determine the benefits to be provided and the contributions required
36 of eligible full-time and eligible part-time plan participants. The TRUST shall offer
37 Long-Term Disability, Group Term Life, Vision, Dental and Health insurances.
38
 - 39 3. The District shall provide an insurance benefit contribution to the TRUST of the State
40 allocation amount per month designated for current employees, per eligible FTE.
41
 - 42 4. **Eligibility:** An employee is eligible for insurance benefits if the employee's regular
43 working assignment is for at least four (4) hours per day. An employee whose
44 working assignment is for at least four (4) hours per day or more but not full time
45 shall be eligible for a prorated payment for insurance benefits as follows: Employees
46 with an assignment of seven (7) or more hours per day will have full insurance

1 benefits, employees with an assignment of between six (6) and seven (7) hours per
2 day will have benefits pro-rated on the basis of seven (7) hours equaling one (1.0)
3 full-time equivalent, and employees with an assignment of between four (4) and six
4 (6) hours per day will have benefits pro-rated on the basis of eight (8) hours equaling
5 one (1.0) full-time equivalent.
6

7 In the event of a qualified change in family or employment status, an employee will
8 be allowed thirty (30) days in which to enroll in the health insurance plan.

9 There will be insurance benefit adjustments made twice a year for regular bus
10 monitors. One such adjustment will be at the conclusion of the first semester of
11 school and the second adjustment will be at the end of the school year. Each
12 adjustment will be based on the average number of hours worked for the preceding
13 period. The computation will be driven from the number of regular, authorized work
14 days (182), excluding "extra work days," i.e., Saturdays, summer schedule, etc.
15 There will be no adjustment made in leave accruals or usage. Retirement
16 contributions are automatically taken based on the number of hours paid. A summary
17 of the calculations will be provided to the staff for their reference upon request.
18

- 19 5. The insurance benefit contributions and provisions contained in this section shall
20 remain in full force and effect for the duration of the agreement and may be reopened
21 for negotiations only in the following events unless otherwise provided for in this
22 agreement:
23
24 a. Legislation is passed which requires fringe benefit coverage from another source;
25
26 b. Any provision of this section does not comply with the law; or
27
28 c. The TRUST is dissolved or considers dissolving.
29

30 **Section 16. Travel Allowance**

- 31
32 1. Employees approved by the Superintendent or designee to use their private vehicles
33 to travel on school business or school related functions, as approved by the immediate
34 administrator, shall be compensated at the IRS established rate.
35
36 2. Travel from home to work and from work or last place of call to home is not
37 reimbursable.
38

39 **ARTICLE VI** 40 **GENERAL CONDITIONS**

41 42 **Section 17. Program Procedures**

- 43
44 1. On the first staff day of the school year, all staff including bus monitors shall receive
45 instruction on their duties and responsibilities. Bus monitors shall receive first aid
46 instruction and instruction on other related topics. A bus monitor may participate in

1 District-authorized workshops/in-services, including transportation department
2 inservice which would enhance the employee's job skills as a part of the negotiated
3 workshop hours and is consistent with the development of the ParaEducator's
4 Professional Growth Plan.

- 5
- 6 2. The principal and/or program coordinator will meet with regular employees within
7 the first month of school to acquaint them with their job assignment. It is understood
8 that job assignments are not delimiting but are stated in general terms, and do not
9 preclude other appropriate assignments or responsibilities; provided, however, no
10 employee shall be required to perform errands and tasks of a personal nature for other
11 members of the staff. The principal will inform building staff of the employee's
12 scheduled work hours, and the requirement to scheduled duty-free lunch and rest
13 breaks, consistent with Section 12 (1 and 2).

14

15 The principal or program coordinator or their designee will meet with newly hired or
16 transferring employees within five (5) work days of their arrival for the purpose of
17 orientation. Such orientation should include, but will not be limited to, instructions
18 regarding school rules, applicable District policies, program procedures, attendance
19 requirements including work hours and breaks, job duties and responsibilities, a tour
20 of the school or program facilities.

- 21
- 22 3. An employee working with students who have established medical care requirements
23 (non-emergency), will be advised of any specific District policies pertaining to the
24 employees responsibilities in such care before they are required to provide such care.

25

26 Any job assignment where the employee is given the responsibility of providing any
27 care relative to established medical requirements, the employee will be provided with
28 appropriate training before they are required to provide such care.

- 29
- 30 4. Every employee shall work to maximum efficiency.

- 31
- 32 5. The class is assigned to a teacher, not a ParaEducator. The teacher, not the
33 ParaEducator, is responsible for the class.

34

35 In programs where a classroom is assigned to an ECEAP/Head Start Associate
36 ParaEducator and a designated program ParaEducator is assigned to work with the
37 Associate, the Associate ParaEducator is responsible for the class.

- 38
- 39 6. The teacher may not abdicate his or her professional duties or responsibilities to a
40 ParaEducator.

- 41
- 42 7. ParaEducators shall be compensated in compliance with the Fair Labor Standards Act
43 (FLSA) for required tasks performed at the direction of the principal/supervisor which
44 are beyond their work hours

- 45
- 46 8. An employee who works outside the regularly scheduled 182 day work year shall

1 receive no additional benefits other than hourly wage unless that employee is
2 considered a twelve (12) month employee.

- 3
4 9. An employee may be required to cover a class only in case of an emergency.

5
6 An emergency is understood to mean a sudden condition or state of affairs calling for
7 immediate action or when arrangements for a regular substitute cannot be made,
8 either because of a time factor or the unavailability of a qualified substitute.

9
10 If it is evident that the emergency will extend beyond one (1) hour and if time will
11 permit a qualified certified substitute to cover at least two (2) hours of the school day,
12 he/she/they will be immediately called. If a qualified certified substitute is not
13 available, a qualified certified teacher within the building will be sought to cover the
14 class prior to requesting a ParaEducator to cover the classroom.

15
16 In the absence of the regularly assigned teacher, a District-provided certificated
17 substitute shall be responsible for the class. If the ParaEducator has concerns
18 regarding the substitute's readiness to address the needs of this assignment, the
19 ParaEducator shall notify his/her immediate supervisor of the concerns as soon as
20 possible.

21
22 In the event a certificated substitute or a certificated teacher is not provided or is
23 provided but not present in the classroom at all times within one-half (1/2) hour of the
24 onset of an emergency, a ParaEducator who is providing substitute coverage shall
25 receive regular pay and \$10 per hour for each occurrence:

26
27 The additional compensation will commence from the time the employee begins the
28 classroom coverage. The ParaEducator will be provided a Compensation for
29 Covering a Class form. The form shall be completed by the ParaEducator and shall
30 be certified and submitted by the supervisor within three (3) work days of the receipt
31 of the form.

32
33 In the situation where more than one (1) ParaEducator is assigned to the classroom,
34 the immediate supervisor must designate a ParaEducator as the authorized substitute
35 to take responsibility and receive the stipend.

36
37 In programs (such as Head Start and ECEAP) when the Associate ParaEducator is
38 absent, the designated program ParaEducator assigned to the program may be given
39 the assignment to take over the Associate's duties; and a substitute will be called to
40 assist the Educational Assistant ParaEducator. In this situation, the ParaEducator
41 shall receive their regular pay and \$2.75 per hour.

- 42
43 10. An employee will not be required to move heavy boxes, furniture, desks or cabinets.
44

- 1 11. An employee will not be required to use his or her private vehicle to transport
2 themselves, students, or other members of the public on a field trip, sports event or
3 for any other reason unless so stated in the job description.
4
- 5 12. No employee shall be required to work alone in any building before or after school
6 hours unless appropriate safety measures have been taken.
7
- 8 13. Whenever a regular bus monitor is available to work in the absence of another bus
9 monitor, or when a vacancy occurs which provides for additional hours, the most
10 senior qualified monitor available shall be offered the run/position. If that monitor
11 declines the run/position, then the next most senior available monitor will be offered
12 the run/position. Only if no qualified regular bus monitor is available will a substitute
13 be utilized. For purposes of this agreement, qualifications may include experience
14 and capability in working with the behavioral and physical characteristics of students
15 served on the run. In addition, the personal safety of staff and students may serve as a
16 qualifying factor in selection.
17

18 14. Student Discipline
19

- 20 a. School employees and administrators should work together in a mutually
21 supportive manner to maintain proper student conduct.
22
- 23 b. When a student's behavior causes serious disruption or violates the Student's
24 Rights and Responsibilities and Regulations in the classroom or any other school
25 location, the employee shall report it to the principal/supervising teacher.
26

27 The ParaEducator shall be given effective support and such authority in student
28 discipline situations only as deemed appropriate by the principal or his/her
29 designee. Such support and authority shall be consistent with the law, the
30 Student's Rights and Responsibilities and Regulations and the policies/procedures
31 of the District.
32

33 ParaEducators who are assigned supervisory duties will have immediate access to
34 certificated personnel during the supervisory period.
35

36 An employee may use such reasonable force as is necessary and lawful to protect
37 him or herself from attack or to prevent injury to another employee or student.
38

39 Any assault upon an employee shall be promptly reported to the Principal or
40 his/her designee. The Principal shall in turn report the assault to the
41 Superintendent and shall notify the ParaEducator of disciplinary action taken.
42

43 A student who commits assault on an employee in the performance of his/her
44 duties, including extra-curricular duties, shall be disciplined immediately
45 according to procedures established for this purpose.
46

1 **Section 18. Seniority**

2
3 Seniority, according to this Agreement, shall consist of continuous service of the
4 employee as a ParaEducator with the District. Seniority among employees with the same
5 amount of seniority shall be determined by lot. Seniority will be restored for employees
6 who return to the District pursuant to Section 10 (5).
7

8 **Section 19. Assignments and Transfers**

- 9
- 10 1. It shall be the policy of the District to staff positions with the best qualified person,
11 provided, however, agreed upon hiring, assignment and transfer procedures are
12 followed.
13
 - 14 2. All transfers shall be made by the Human Resources Department.
15
 - 16 3. ParaEducator employees shall not be precluded from applying and being considered
17 for any position vacancy in the District for which the employee is qualified.
18
 - 19 4. Placement in any position is subject to program eligibility guidelines where and when
20 applicable
21
 - 22 5. ParaEducators are placed on the salary schedule according to classification.
23
 - 24 6. The District and the Federation may jointly choose to designate some positions as
25 "hard to fill". A signing bonus of \$500 will be awarded for these positions.
26
 - 27 7. A regular employee is eligible for transfer after completion of three (3) months
28 probationary period and an acceptable evaluation. If an evaluation rating less than
29 acceptable is given to an employee, it must be reviewed with the employee on or
30 before the end of the third month. The employee cannot be given a probation
31 evaluation below an acceptable rating beyond the end of the third (3rd) month.
32
 - 33 8. A regular employee may apply as an applicant for advertised positions during the
34 three (3) month probationary period. If selected, said employee must complete a
35 three (3) month probationary period in the new position.
36
37 In the event that a substitute who has served in a specific assignment for 420 hours or
38 more and is the successful applicant should the position become a vacancy, the three
39 (3) month probation period shall be waived.
40
 - 41 9. Reassigned employees from the layoff pool and displaced employees
42
43 a. An employee in the layoff pool or a displaced employee who cannot be placed in
44 the same classification and who is subsequently assigned to a lower classification
45 which results in a lower rate of pay will be frozen at the hourly rate said employee
46 would have been at on the first (1st) work day in September of the following school

1 year if he/she had remained in the previous assignment until the employee's regular
2 rate of pay on the salary schedule equals or exceeds the frozen rate of pay.

3
4 b. An employee reassigned to a position that is more than two (2) classifications
5 below that of the previous assignment will be required to apply, if qualified, for
6 vacancies that fall within two (2) classifications of the previous assignment, while
7 maintaining the grandfathered rate of pay.

8
9 10. NOTE THE PARTIES HAVE AGREED TO A MEMORANDUM OF
10 UNDERSTANDING (MOU) REGARDING THE PROCESS FOR FILLING
11 POSITIONS WHICH SHALL BE PUT IN PLACE ON A TRIAL BASIS FOR A
12 TWO-YEAR PERIOD AND BE REVISITED PRIOR TO THE BEGINNING OF
13 THE 2012-13 SCHOOL YEAR.

14
15 **THE PROCEDURES NOTED WITH AN ASTERICK* WILL BE IN EFFECT**
16 **ONLY DURING THE LIFE OF THE MOU:**

17
18
19 *The District shall create a hiring pool from qualified applicants for vacant positions.

20
21 * All interested applicants shall submit a completed application. This application
22 may be updated and re-submitted at any time.

23
24 *Applicants will be considered for vacant pool positions in the following order:

25
26 a. Layoff pool

27
28 b. Displaced pool

29
30 c. Regular employees in the bargaining unit for whom the position is an
31 increase in level, hours or work year

32
33 d. Transfers

34
35 e. Substitutes

36
37 f. All others

38
39 *The three most senior, qualified applicants from the pool will be referred in
40 descending order from the above listing. Should an employee be deemed to “not
41 meet the requirements of the position” the reasons shall be reviewed by the Human
42 Resources Department and shared with the employee and Federation prior to other
43 candidates being referred.

44
45 *The hiring department is entitled to consider a minimum of three qualified
46 candidates unless the position is filled via administrative transfer.

1 *All ParaEducators who are RIF'd, displaced or are seeking a different position in the
2 District shall be placed in a hiring pool.

3
4 * RIF'd and displaced ParaEducators shall be granted priority over those seeking to
5 transfer or change their position, substitutes and other applicants, including those
6 not currently employed by the District in a regular position.

7
8 *Should a ParaEducator, with at least fifteen (15) years experience with the District,
9 not be selected for a position at the start of the school year they shall be granted
10 Super Seniority and be placed at the head of the substitute pool. Their wages and
11 benefits from their last permanent position shall be maintained for a period of two
12 years. Should they refuse a third offer of employment by the District their Super
13 Seniority shall be revoked.

14
15

16
17 **11. THE FOLLOWING PARAGRAPHS ARE NOT IN FORCE DURING THE**
18 **LIFE OF THE MOU:**

19
20 When new positions are created and/or as vacancies occur, they shall be advertised on
21 the District's website and open for a period of five (5) work days except as otherwise
22 provided for in the Agreement. Selection shall be based upon the three (3) most
23 senior applicants meeting the minimum required qualifications; provided, however, a
24 minimum of three (3) candidates may be considered in final reviews from among the
25 following priority:

- 26
27 a. Regular employees and employees in the layoff pool.
28 b. Substitute ParaEducators and all others.

29
30 If an employee is in an interview pool of three (3) and no applicant from that pool is
31 selected for the position, the employee may contact the Director of Classified Human
32 Resources to discuss the circumstances.

33
34 Newly created positions and openings in existing positions which occur during the
35 summer will be advertised in a notice sent to the homes of regular employees no later
36 than the third (3rd) Friday in August. All other openings which occur after the third
37 (3rd) Friday in August will be advertised on the District website for a minimum
38 period of two (2) days. Consideration for these positions will be in accordance with
39 the priority system described in this section.

40
41 Vacant positions will be advertised within ten (10) working days of the vacancy.

42
43 When necessary, a substitute ParaEducator shall be placed in a vacant position until
44 the position is filled in order to prevent the disruption of District programs. When, in
45 the judgment of the District, a position cannot be filled within a reasonable time
46 frame, it will be filled the first (1st) working day of the month, no later than two (2)

1 months following the opening of the vacancy unless otherwise agreed to by the
2 Federation.

3
4 Displaced employees meeting minimal requirements shall be placed into
5 ParaEducator positions according to the priority hiring system.
6

7 **Section 20. 420 Hour Employees**
8

9
10 Substitute and temporary employees who work over 420 hours in an eligible position
11 default into “regular employee” status. This provision may adversely impact transfer
12 opportunities for other ParaEducators with more seniority. The status of the “420
13 hour” employees and their assignments for the following school year is as follows:
14

- 15
16 a. Any employee who has secured his/her assignment for the school year by
17 exceeding 420 hours in the same substitute or temporary assignment, will be
18 designated for displacement at the conclusion of the year.
19
20 b. Any assignments held by employees in item “a” above that are authorized for
21 continuation the following school year, will be advertised pursuant to the
22 requirements of any newly authorized positions.
23

24 **Section 21. Administrative Transfer**
25

26 The administrative transfer of an employee from one (1) school, location or program
27 to another school, location or program, may be made when a different assignment is
28 deemed to be appropriate in order to meet the needs of the District. The appropriate
29 administrator will consult with both the employee and administrator to whom the
30 employee is assigned. The administrator will explain the purpose or need for the
31 transfer and solicit input from the parties. The affected employee may request, within
32 two (2) weeks of the initial notice, a meeting with the administrator for further
33 clarification. The administrative transfer of an employee will not be done arbitrarily
34 or capriciously.
35

36 When it becomes necessary to administratively transfer an employee due to a conflict
37 of personalities, and where it is evident that the effort has been made by the employee
38 to resolve the conflict and when to continue assignment in the same position would be
39 harmful to the employee or the program, the District, after consultation with the
40 employee and the Federation, may reassign the employee, without loss of pay, to
41 another position. Any administrative transfer of an employee which is not
42 disciplinary may not result in loss of pay to the employee. Administrative transfer
43 with loss of pay may occur only when included and spelled out as a part of the
44 disciplinary action and when progressive discipline procedures are followed.
45

1 Any complaint made against an employee, by a parent, a student or other persons
2 which would have the potential of affecting the employee's assignment with the
3 District will be called to the attention of the employee as soon as possible.
4

5 **Section 22. Classification**
6

7 a. In the event a ParaEducator(s), supervisor and/or Superintendent feel(s) that the
8 position has been inappropriately placed based on the knowledge, experience,
9 decision-making authority, supervision and conditions of the job when compared
10 to employees in other classifications, he/she/they may request a review of the
11 classification placement to the Manager, Compensation and Classified
12 Professional Development in the Human Resources Department. Positions which
13 have been reviewed within the past eighteen (18) months shall not be considered
14 for reclassification unless significant changes in position responsibilities have
15 occurred.
16

17 b. The time period when review requests may be made are from November 1 through
18 December 1 and from April 1 through May 1 of each school year.
19

20 The District will notify the Federation in writing of each classification review
21 request and allow Federation participation in any meetings with the employee
22 regarding the request. The Assistant Superintendent of the Human Resources
23 Department/designee will respond to the employee no later than sixty (60) work
24 days following the filing of the appeal.
25

26 c. If the employee(s) disagree(s) with the findings of the classification review,
27 he/she/they may appeal within ten (10) working days of receiving written notice
28 of the findings, to a review committee made up of the Deputy Superintendent, or
29 his/her designee, the President of the Federation or his/her designee, and a District
30 employee mutually agreed upon by the Superintendent and the President of the
31 Federation. Within thirty (30) work days, the committee will review the
32 placement and make a recommendation. The Human Resources Department will
33 notify the Superintendent of the committee's recommendation, in a written
34 summary, within ten (10) work days. A majority vote by the committee will be
35 considered as a recommendation.
36

37 d. Written notice of the Superintendent's decision will be sent to each committee
38 member and employee(s) involved within twenty (20) working days after the
39 written recommendation from the Human Resources Department.
40

41 e. If the Federation is not satisfied with the Superintendent's decision, the Federation
42 reserves its right to negotiate the appropriate classification of a position during
43 subsequent negotiations as provided for in this Agreement.
44

1 f. The effective date for classification of new positions shall be the date of the
2 Superintendent's decision except that the District and the Federation may agree to
3 a different effective date in the case of major changes in responsibility.
4

5 Individual reclassifications shall become effective at the time of receipt of the
6 request signified by the time stamped form of receipt; provided, however, that
7 reclassification involving multiple incumbents shall become effective at the
8 beginning of the next fiscal year unless otherwise agreed to by the District and the
9 Federation.
10

11 g. The position of interpreter has the official salary classification of PA-6, but the
12 interpreter position and has been Y-rated for PA-7 wages since September 1,
13 1997. This position will be periodically reviewed to determine market
14 comparability and recruitment and retention rates. If this review results in a
15 recommendation to discontinue the Y-rating, the parties will meet to review the
16 findings and negotiate a transition plan for affected incumbents.
17

18 h. This section does not apply to employees in training programs; provided;
19 however, that such employees may apply and be considered for advertised
20 position(s) without preference or penalty unless otherwise provided for in the
21 Agreement.
22

23 **Section 23. Layoff and Recall**

24

- 25 1. In the event of an impending reduction in force, the District shall notify the
26 Federation at least five (5) days prior to the Board action and provide an opportunity
27 to discuss alternatives.
28
- 29 2. When the Board deems it necessary to reduce the ParaEducator work force, seniority
30 will be the basis for the layoff. Exceptions may be made on the basis of program
31 needs and minimum qualifications. Further exceptions may be made for employees
32 in the autism, multi/ortho, developmental or hearing impaired programs in the Special
33 Education Department when extra costs have been incurred in the training of
34 otherwise junior ParaEducators. The District must provide the Federation with
35 documentation demonstrating the extra training costs for the employees it wishes to
36 exempt from layoff.
37
- 38 3. Provisions for one-on-one ParaEducators: The employment status of one-on-one
39 ParaEducators is directly tied to the assigned student's continued eligibility for
40 services or enrollment with the District. A one-on-one ParaEducator whose position
41 is authorized for continuation will not be adversely impacted by displacement or
42 layoff, unless mutually agreed to by the parties. One-on-one ParaEducators will
43 follow their assigned student to a new school assignment for the student. One-on-one
44 ParaEducators are displaced when their assigned student is no longer enrolled in the
45 District or is no longer eligible for one-on-one assistance.
46

1 4. Procedures regarding staff adjustments due to changing District needs and/or budget
2 restrictions are as follows:

3
4 a. Staff adjustments normally include termination of personnel, adjustment of hours
5 and/or reassignment. To implement these adjustments, three (3) processes must
6 occur:

7
8 i. Determination of positions to be eliminated or adjusted in hours.

9
10 ii. Identification of staff members who will be displaced.

11
12 iii. Identification of staff members who will be laid off (RIF'd).

13
14 b. The determination of positions to be eliminated or adjusted in hours is based on
15 budget allocations, program and District needs.

16
17 c. The identification of staff members who will be displaced is based on the following
18 factors (in the order noted below):

19
20 i. Location/School Site: Employees with job titles listed below are considered
21 "itinerant." As a result, their assignments and/or schedules are determined by
22 the funding program and are not tied to individual locations.

23
24 a. Certified Occupational Therapy Associates

25
26 b. Physical Therapy Associates

27
28 c. Speech Language Pathology Associates

29
30 d. LPN Multi Disabled Program

31
32 e. Interpreters for Hearing Impaired Program

33
34 ii. Program Funding

35
36 iii. Job Title

37
38 iv. Seniority: Seniority is as defined in the collective bargaining agreement.

39
40 v. Exceptions: Exceptions may be made but must be based on extraordinary
41 student needs, specialized skills, training requirements, critical program
42 continuity issues, or the employee's ability to perform essential functions of
43 the position. These exceptions may be made only if the District and the
44 Federation mutually agree.
45

- 1 d. The identification of staff members who will be laid off (RIF'd) is conducted as
2 follows:
3
- 4 i. A seniority list for all ParaEducators in the District is established.
 - 5
 - 6 ii. Based upon the number of authorized positions available for the coming year,
7 the least senior employees are then identified for layoff.
8
 - 9 iii. Any exceptions to layoff by seniority are subject to the same conditions
10 outlined in the above Item V. Exceptions.
11
- 12 e. Since many ParaEducator positions are categorically funded, information regarding
13 specific funding levels may not be available until late summer. Therefore,
14 computations are based on "available" information. Recognizing the benefits of
15 using the most accurate information, notification to ParaEducators is made by June 1
16 of each year.
17
- 18 5. All employees who are laid off will be placed in a layoff pool for a period of one (1)
19 calendar year. The District will recall employees from the layoff pool when eligible
20 before hiring a new employee. Employees in the layoff pool must notify the Human
21 Resources Department in writing of their continuing interest and availability every six
22 (6) months to maintain their status in the layoff pool. If a person turns down two (2)
23 offers of employment, he/she shall be removed from the layoff pool.
24
- 25 6. The District will provide the Federation with a current layoff pool list upon request.
26
- 27 7. An employee reinstated from the layoff pool will not lose accumulated seniority due
28 to the layoff.
29
- 30 8. An employee will retain accumulated sick leave and credit for years of service upon
31 recall from the layoff pool.
32
- 33 a. The layoff and recall section shall be implemented in accordance with the agreed
34 upon hiring process. If not considered for the position due to lack of minimum
35 qualifications, the person shall remain in the same position in the layoff pool.
36 Subsequent rehiring shall be based upon continuing selection based on the next
37 most senior qualified employee(s).
38
 - 39 b. In the event an employee is not assigned to a position after one (1) calendar year,
40 that employee may request to be maintained in the layoff pool for a second (2nd)
41 calendar year.
42

43 **Section 24. Employee Performance** 44

- 45 1. The purpose of the evaluation process is to provide an ongoing evaluation of an
46 employee's performance with the goal of helping all employees to become as skilled

1 as possible and to recognize those employees who excel in their positions. The
2 evaluation process is meant to be used as a way to identify the employee's skill level,
3 knowledge, and working relationships with staff, students and parents in the District
4 and to help the employee to improve areas of weakness. It is intended to be used to
5 assist employees to succeed in their positions.
6

- 7 a. Evaluations for new employees shall be completed within three (3) months of
8 employment date and prior to the end of the school year. Any ParaEducator
9 who changes positions will receive an evaluation within three (3) months.
10 Moving a program from one (1) building/location to another does not
11 constitute a position change. A position change refers to a change of job title
12 or program.
13
- 14 b. All ParaEducators will be evaluated at least once each year.
15
- 16 c. The evaluation shall be completed by the appropriate administrator and/or
17 supervisor. Employees shall be notified by November 1 annually regarding
18 who will be designated as the evaluator. In the event that the employee is not
19 satisfied with the evaluator designated he/she may request in writing to the
20 Human Resources Department an alternative evaluator on or before
21 December 1. An assigned principal, assistant principal or administrator shall
22 be the evaluator of record. In circumstances in which licensing or
23 certification requirements exist, the administrator shall consult with
24 appropriate certificated personnel, i.e., occupational therapist, speech
25 therapist, R.N. No member of the bargaining unit shall be required or asked
26 to evaluate another member of the same unit.
27

28 In the event an alternative evaluator is requested, the Human Resources
29 Department will confer with the Federation and the employee regarding the
30 request.
31

32 Each evaluator shall meet with each employee no later than November 15
33 annually in order to acquaint the employee with the process to be followed
34 regarding the annual evaluation, to answer questions pertaining to the format for
35 evaluations and to review general and specific expectations for job performance.
36 An alternative evaluator shall meet with the employee no later than December 15.
37 In the event a certificated member is asked to take part in the evaluation process,
38 he/she must also have taken part in the November meeting at which time
39 expectations were discussed or within thirty (30) days of the beginning date of the
40 assignment with said certificated staff member(s).
41

42 Any staff member asked to provide information or documentation to the evaluator
43 to be included in the evaluation shall be identified on the evaluation form. Other
44 staff members may be asked by the evaluator to participate in the evaluation only
45 if he/she works directly with the employee.
46

1 In the event the evaluator requests that a classroom teacher participate in the
2 evaluation, all classroom teachers to whom the ParaEducator employee is
3 assigned may participate equally. The evaluator is responsible for the contents of
4 the evaluation.

5
6 In the event that the evaluator anticipates an unsatisfactory or a lowered
7 evaluation when compared to the previous year, the employee will be given an
8 opportunity to discuss performance and discuss suggestions for improvement with
9 adequate time to improve performance or challenge the inclusion prior to its
10 placement in the evaluation.

11
12 Employees who are to be observed specifically for the purpose of an evaluation
13 must be notified at minimum the day prior to the observation.

14
15 The original evaluation shall be maintained by the Assistant Superintendent,
16 Human Resources Department, for review and placement in the employee's
17 personnel file; a copy shall be given to the employee and a copy shall be retained
18 by the evaluator.

19
20 After discussing the evaluation with the employee, the evaluation shall be signed
21 by the evaluator and by the employee being evaluated. Signature of the employee
22 implies only that the employee has had an opportunity to see the written
23 evaluation.

24
25 d. The employee shall have the right to include a written statement(s) or
26 document(s) as an addendum to the evaluation. This should be noted by the
27 employee on the evaluation form.

28
29 e. All annual performance evaluations shall be completed and submitted to the
30 Human Resources Office no later than five (5) calendar days prior to the close
31 of the school year, subject to the special provision applying to unsatisfactory
32 ratings. Employees assigned to a twelve (12) month work schedule shall
33 receive their evaluation no later than August 31 of each year.

34
35 f. Unsatisfactory Evaluations

36 After three (3) years, an employee may request that an unsatisfactory
37 evaluation be removed from his/her personnel file, providing, however, no
38 additional unsatisfactory evaluations have been added during that period of
39 time.

40
41 g. Professional Growth Plan

42
43 For the 2010-2011 school year, a ParaEducator may choose, but may not be
44 required to participate in a Professional Growth Plan by arranging a
45 conference with their supervisor to discuss his/her plan.
46

1 A ParaEducator who received an acceptable or higher evaluation for the
2 previous school year with the District may request to their supervisor to have
3 the option of participation in the Professional Growth Plan and be exempt
4 from the annual evaluation for the 2011-2012 school year. Such requests
5 must be made no later than December 1. In the event that the employee's
6 performance declines significantly after December 1, the supervisor may
7 conduct an evaluation by notifying the employee in writing.
8

9 Beginning with the 2012-2013 school year, all ParaEducators will be required
10 to participate in a Professional Growth Plan as part of the performance
11 evaluation process. The employee will meet with his/her building supervisor
12 responsible for the employee's evaluation by December 1 to discuss the plan
13 and incorporate any assistance or recommendations the supervisor may offer.
14

15 Following the establishment of the plan, the employee will take primary
16 responsibility for monitoring his/her own professional growth with respect to
17 achieving the goals outlined in the plan. The employee is encouraged to share
18 progress with colleagues who would be able to provide support and assistance
19 in achieving Growth Plan goals.
20

21 2. Employee Personnel Files

22

23 An employee may review the material in his or her personnel file(s) during regular
24 business hours. Said employee may have a Federation representative present if
25 desired. Copies of employee records shall be provided to the employee upon request,
26 consistent with District policies governing personnel records. Administrators shall be
27 encouraged to place in the employee's file information of a positive nature such as
28 special competencies.
29

30 Only District officials and/or authorized employees with a legitimate business reason
31 to know the contents of a personnel file shall be permitted access to an employee's
32 personnel file.
33

34 Unless an employee has provided written authorization for release of his/her
35 personnel records, the District shall not release any information to prospective
36 employers or other third parties. Requests for information by prospective employers
37 or other third parties shall be submitted in writing.
38

39 **Section 25. Probation**

40

41 A ParaEducator employee new to the District shall serve a probationary period not to
42 exceed sixty (60) working days. During this period the Board retains the right to dismiss
43 the employee without notice.
44

45 An employee who has passed the probationary period and who fails to perform his or her
46 duties to the standards originally required, may again be placed on probation only by the

1 Superintendent for a period not to exceed six (6) months as recommended by the
2 Assistant Superintendent, Human Resources, principal and/or program director. The
3 probationary period may extend into the following school year if the employee remains in
4 the same program.

5
6 No employee will be returned to probationary status for arbitrary and capricious reasons.

7
8 **Section 26. Leaves**

9
10 1. Leave Statement

11
12 **Statement of Cause of Absence**

13 An employee claiming benefits of the leave provisions shall submit to the personnel
14 office a statement of cause of such absence immediately upon return to service.
15 (Forms will be provided by the District for this purpose.)

16
17 2. Leaves With Pay

18
19 a. **Sick Leave**

20
21 An employee is entitled to accumulate sick leave on the basis of ten (10) days per
22 school year. Sick leave shall apply to illness or injury (including disabilities
23 caused or contributed to by pregnancy, miscarriage, abortion, childbirth and
24 recovery therefrom), or illness or injuries to family members covered by the state
25 Family Care Act, RCW 42.12.265-295. An employee claiming sick leave
26 benefits shall certify to the cause of the absence upon return to service.

27
28 An employee claiming benefits of more than five (5) consecutive work days from
29 accumulated sick leave shall submit a medical report the sixth (6) work day of
30 illness and every thirty (30) work days thereafter while the illness persists. In the
31 case of a documented serious or life-threatening illness, follow-up medical reports
32 may be waived.

33
34 In addition, up to three (3) sick leave days per year shall apply to emergencies.

35
36 The following conditions apply to emergencies:

- 37
38 i. The problem has been suddenly precipitated.
39
40 ii. Preplanning is not possible.
41
42 iii. Preplanning cannot relieve the necessity for the employee's absence.
43
44 iv. The problem is not minor or of mere convenience, but of a serious nature.
45

- 1 v. Auto trouble shall not be considered an emergency except in case of an
2 accident.
- 3
- 4 vi. Weather conditions shall not be considered an emergency.
- 5
- 6 vii. Incarceration shall not be considered an emergency; provided, however, if an
7 employee is later acquitted, in fact, emergency leave will apply and will be
8 paid retroactively.
- 9

10 **Supplemental Condition:** At the time of separation from District employment
11 due to retirement, resignation or death, an eligible employee or the employee's
12 estate shall receive remuneration at a rate equal to one (1) day of the employee's
13 per diem for each four (4) days of accumulated sick leave; provided, however, no
14 employee will receive compensation for sick leave accumulated in excess of one
15 (1) day per month or for sick leave not earned.

- 16
- 17 b. **Bereavement Leave:** The Board will allow up to five (5) days of paid
18 bereavement leave at the time of death of any relative residing in the employee's
19 household and/or the following family members: spouse, domestic partner
20 registered with the District's benefit trust or other government organization,
21 mother, father, daughter, son, siblings, father in law, mother in law, son in law,
22 daughter in law, grandmother, grandfather and grandchild.
- 23

24 The Board will allow up to three (3) days of paid bereavement leave to attend or
25 participate in family services in the event of the death of a sister in law or brother
26 in law.

27

28 The Board will allow one (1) day of paid bereavement leave for attendance at the
29 funeral of an aunt, uncle, nephew or niece.

30

31 Extensions may be granted by the Assistant Superintendent, Human Resources
32 Department, in extenuating circumstances.

33

34 Bereavement leave is nonaccumulative.

- 35
- 36 c. **Family Illness Leave:** Employees shall be granted a leave of absence with pay of
37 not more than three (3) days during a school year, when such absence is
38 occasioned by the illness of any relative, including foster or step children, residing
39 in the household of the employee or the following family members which
40 necessitates the presence of the employee: spouse, domestic partner registered
41 with District's benefit trust or other government organization, mother, father,
42 daughter, son or siblings. The employee will certify to the circumstances of the
43 illness upon return to work. Such leave is nonaccumulative and is not to be taken
44 from sick leave. Additionally, benefits of federal and state Family and Medical
45 Leave laws may apply.

1 d. **Extraordinary Leave:** Extraordinary leave will be granted for up to two (2) days
2 per year and is accumulative to a total of six (6) days. The following conditions
3 apply to extraordinary leave:
4

- 5 i. If an employee is in a position which requires a substitute, said employee must
6 call the SubFinder system at least twenty four (24) hours in advance of the
7 absence in order to assure the availability of a substitute.
8
- 9 ii. Leave may not be used to extend a holiday, vacation, or break period or
10 during the first (1st) or last five (5) days of the student school year.
11
- 12 iii. Leave may not be used for political purposes or en masse meetings/activities.
13

14 e. **Military Service (National Guard/Reserve Duty) Leave**
15

- 16 i. Any employee who is a member of the Washington National Guard or of any
17 organized reserve or armed forces unit of the United States shall be entitled to
18 and shall be granted military leave of absence from his or her employment for
19 a period not exceeding twenty-one (21) days during each fiscal year.
20
- 21 ii. Military leave shall be granted in order that the employee may take part in
22 active training duty when required to do so by the military service if such duty
23 cannot be taken during nonwork days.
24
- 25 iii. When military leave is granted, the employee shall receive his or her regular
26 pay from the District.
27

28 f. **Jury Duty and Subpoena Leave:** Leave of absence with pay is allowed for jury
29 duty. Any compensation received for jury duty performed on work days will be
30 deducted from the employee's salary.
31

32 Leave of absence will be granted when an employee is subpoenaed to appear in an
33 official proceeding, if such proceeding does not involve self employment, other
34 employment, or an action against the District.
35

36 Any compensation received while an employee is honoring a subpoena will be
37 deducted from regular salary, if it is determined that the employee is entitled to
38 leave of absence.
39

40 3. Leaves Without Pay
41

42 a. **Parental and Adoption Leave:** A female ParaEducator employee should notify
43 the Human Resources Department by the end of the fourth (4th) month of her
44 pregnancy to assist the Assistant Superintendent, Human Resources, in planning
45 for a replacement. Parental leave shall apply to male and female employees and
46 shall begin at a time determined suitable by the employee and the attending

1 personal physician after consultation with the Assistant Superintendent, Human
2 Resources, or an appointed designee. Insofar as possible, leave shall begin at a
3 time which is consistent with the orderly continuance of the educational program.
4

5 When the leave commences, the ParaEducator employee will indicate to the
6 Assistant Superintendent, Human Resources, the length of time he/she anticipates
7 being on leave. A female ParaEducator employee shall not be required to leave
8 work during pregnancy but shall be allowed to work as long as she is capable of
9 performing the duties of her job.
10

11 If the employee returns to work within eight (8) calendar weeks after the birth of
12 the child and has the approval of her personal physician, she may return to her
13 previous assignment. Should the time exceed eight (8) calendar weeks after the
14 birth of the child the female employee may return to the first (1st) available
15 vacancy for which she is qualified.
16

17 Parental leave shall not extend beyond eighteen (18) months of the date on which
18 the child was born or adopted, or the beginning of the next semester/quarter after
19 the eighteen (18) months of leave. Parental leave may be shared by the parents if
20 it does not exceed the amount of leave available under the contract.
21

22 A ParaEducator employee who is legally adopting a child (six (6) years or
23 younger) may have the privileges of parental leave. The leave shall commence as
24 soon as the child has been released to the care of the adopting parent(s). An
25 employee may choose to use paid sick leave and extraordinary leave before or
26 after the actual adoption for up to six (6) weeks if the adoption occurs within the
27 United States or up to eight (8) weeks if the adoption occurs outside the United
28 States up to the amount of his/her accrued paid leave. A ParaEducator employee
29 on parental leave for adoption may return to the first available vacancy for which
30 he/she is qualified. Reinstatement to previous assignment shall be no later than
31 the beginning of the following semester.
32

33 b. **Political Leave:** Upon request, employees may be granted political leave in
34 accordance with the following provisions:
35

- 36 i. With three (3) weeks' notice, an employee may be granted up to four (4)
37 weeks of continuous leave without pay for the purpose of campaigning for
38 election. If the employee is not elected to the political office, the employee
39 shall return to the same position held prior to the leave.
40
- 41 ii. If the employee is elected to the office, the Board may return the employee to
42 the same or mutually agreed upon position until such time that the elected
43 term of office necessitates leaving the assignment.
44

45 Any employee may hold a political office and continue as an employee as
46 long as it does not interfere with an assignment.

1 iii. The Board may extend to the employee who is elected to a political office a
2 leave of absence without pay up to one (1) year. An employee may request an
3 extension of political leave annually.
4

5 iv. At the conclusion of political leave, the employee will be given the same
6 consideration for returning to the position of last assignment. It will be
7 assumed that the employee wishes to return to the position of last assignment
8 unless the Superintendent is notified in writing by March 18, prior to the
9 expiration of the leave.
10

11 If reassignment is necessary, a conference will be held to endeavor to find an
12 assignment that is mutually agreeable. Political leaves may be granted for one
13 (1) year or a fraction of a year. Upon the return from this type of leave, the
14 employee may be returned to the same position. If political leave is extended
15 beyond one (1) year, the employee's right to return to the original position
16 cannot be guaranteed.
17

18 c. **Military Service (Active Duty) Leave:** Any employee who volunteers, is
19 inducted, or is recalled into active military duty shall be considered to be on a
20 leave of absence without pay for the period of such service not to exceed five (5)
21 years. If the employee requests reemployment within ninety (90) days of
22 honorably discharge from such military service or after having presented other
23 proof of having satisfactorily completed service, the employee shall be reinstated
24 and restored, as nearly as existing circumstances permit, to the position previously
25 held or to a position of like seniority, status and pay. Provided, that the District
26 need not reemploy such person if circumstances have so changed as to make it
27 impossible, unreasonable, or against the public interest to do so; provided, further,
28 that this section shall not apply to a temporary position.
29

30 If a person is not qualified for the old position as a result of disability sustained
31 during military service, but is nevertheless qualified to perform the duties of
32 another position under the control of the District, the employee shall be
33 reemployed in such other position; provided that such position shall provide like
34 seniority status and pay, or the nearest approximation thereto consistent with the
35 circumstances of the case.
36

37 d. **Leave of Absence**
38

39 i. An employee may be granted a leave of absence without pay not to exceed
40 one (1) year after a completion of three (3) years of service to the District as a
41 ParaEducator for the purpose of study or recuperation.
42

43 ii. A leave of absence without pay to study entitles a ParaEducator to a normal
44 salary increment provided that during the leave period a minimum of thirty-
45 three (33) quarter hours or twenty-two (22) semester hours of college credit
46 has been earned.

1 iii. An employee granted a leave of absence in accordance with this section may
2 return to his/her assignment at the conclusion of the leave provided that the
3 leave is not more than 182 days during the same school year. During the term
4 of the leave, the District may fill the position with a temporary or substitute
5 replacement.

6
7 It is understood that the position does not have to be advertised or filled with a
8 replacement.

9
10 iv. An employee who has successfully completed his or her initial probationary
11 period and has less than three (3) years of service with the District may apply
12 for a leave of absence without pay not to exceed one (1) year for the purpose
13 of study or recuperation. An employee granted a leave of absence in excess of
14 three (3) months relinquishes all return rights to his or her assignment, and
15 the employee will be considered displaced and subject to reassignment.

16
17 **Section 27. Damage to Car/Damage or Loss to Personal Property**

18
19 1. The District will reimburse an employee for slashed tire(s) and/or damage caused to a
20 vehicle which occurred in the course of his/her employment pursuant to the following
21 conditions:

- 22
23 a. A police report must be filed and copy of said report must be provided to the
24 Business Office within 48 hours of the incident.
25
26 b. The reimbursement shall be a \$1,000 maximum reimbursement of actual expenses
27 for each loss.
28
29 c. Other vandalism or loss is not covered.
30
31 d. If the employee files a claim to his/her insurance carrier, the District will
32 coordinate insurance benefits.
33
34 e. An employee must submit his/her claim on a form provided by the District. The
35 claim for reimbursement must be made to the Business Office within fifteen (15)
36 days of the loss or damage, or the claim is waived.
37
38 f. The total obligation for reimbursement by the district for all participating
39 bargaining units is \$25,000 for each fiscal year.

40
41 2. The District will reimburse an employee for damage or loss of personal property,
42 including such things as eye glasses and watches, or personal instruction/educational
43 equipment used by the employee in the course of his/her employment pursuant to the
44 following conditions:

- 45
46 a. The reimbursement shall not exceed \$1,000 for each loss.

- 1 b. Reimbursement shall be based upon a reasonable estimate of current value.
2
3 c. The District may, at its discretion, require an employee to show reasonable
4 evidence of theft or damage.
5
6 d. An employee must take reasonable care to protect his/her personal
7 instructional/educational equipment.
8
9 e. Loss or theft of cash will not be covered.
10
11 f. If the loss is covered by an insurance policy carried by the employee, such
12 insurance must be used prior to making a claim to the District.
13
14 g. An employee must submit his/her claim on a form provided by the District. The
15 claim for reimbursement must be made to the immediate supervisor/principal
16 within thirty (30) days of the loss or damage or the claim is waived.
17
18 h. The District's obligation under this section is a maximum of \$20,000 for each
19 year of the contract for all participating bargaining units.
20

21 **ARTICLE VII**
22 **DISCIPLINE AND DISCHARGE**
23

24 **Section 28. Guidelines**
25

- 26 1. No employee shall be disciplined or discharged without just cause.
27
28 2. The District shall not discipline or discharge any employee for arbitrary or capricious
29 reasons.
30
31 3. Discipline shall be corrective rather than punitive, and with the exception of gross
32 misconduct, follow progressive steps.
33
34 4. Whenever the District has reason to reprimand an employee it shall be done in a
35 reasonable manner which will, whenever possible, avoid the embarrassment of the
36 employee before other employees or the public.
37
38 5. Before administering discipline the District will afford the employee full due process
39 including a fact-finding meeting.
40
41 6. The District will notify an employee prior to a meeting set up for possible disciplinary
42 action so that the employee may obtain Federation representation. If representation is
43 not available, the meeting will be rescheduled to a mutually agreeable time.
44

- 1 7. Should an employee choose to grieve any discipline or discharge, the District shall
2 not retaliate, discriminate against him or her, or otherwise intimidate him or her for
3 such action.
4
- 5 8. Should an alleged offense rise to the level of gross misconduct, and in the District's
6 view, the alleged offender poses a potential threat to the safe and orderly functioning
7 of the District, the District may, at its own discretion, place the individual on paid
8 administrative leave until such time as an investigation can be completed.
9
- 10 9. Any employee being disciplined or discharged shall be entitled to full and complete
11 written notification stating the precise reasons for the disciplinary action.
12

13 **Section 29. Progressive Discipline**

- 14
- 15 1. Discipline shall be progressive in nature as applied to the specific facts of the case
16 involved.
17
- 18 2. With the exception of gross misconduct, discipline will follow a pattern of:
19
 - 20 a. a written confirmation of a verbal warning,
 - 21 b. a written reprimand,
 - 22 c. suspension without pay, and
 - 23 d. dismissal.
- 24
- 25
- 26
- 27
- 28 3. Examples of gross misconduct include theft, embezzlement, falsification of District
29 documents, assault of a student or fellow employee, substance abuse, or flagrant
30 disregard for clear and well-publicized District policies.
31
- 32 4. At the District's discretion a Last Chance Agreement may be issued in lieu of
33 termination.
34
- 35 5. Should there be no reoccurrence of discipline, the employee may request that the
36 record be removed from the employee's personnel file. Such requests shall be
37 considered at the District's discretion and within legal and policy restrictions.
38
- 39 6. Last Chance Agreements and other discipline decline in relevance as time passes
40 depending on the employee's behavior.
41
42
43
44
45
46

1
2
3
4 **ARTICLE VIII**
5 **FURTHER PROVISIONS**

6
7
8
9
10
11
12 **Section 30. Agreement Clause**

13 This Agreement expressed herein in writing constitutes the full and complete Agreement
14 between the Board and the Federation and this Agreement shall supersede any rules,
15 regulations, policies, resolutions, or practices of the District which shall be contrary to or
16 inconsistent with its terms. Any Memoranda of Understanding between the parties
17 executed prior to the effective date of this Agreement are no longer in effect, unless they
18 have a specific expiration date during the term of this Agreement.

19
20
21
22 **Section 31. Savings Clause**

23 If any provision of this Agreement or any application of this Agreement to any employee
24 or group of employees should be found contrary to law, then such provision or
25 application shall not be deemed valid and subsisting except to the extent permitted by
26 law, but all other provisions or application shall continue in full force and effect.

27 It is the intent of the parties that the limitation in State law on compensation and benefits
28 shall apply to this bargaining unit as a whole so that a violation will not adversely affect
29 any other bargaining unit or the District.

30 If the District would be in violation of state law or would incur any penalty or decrease in
31 state support as a result of the compensation and/or benefits provided herein, the excess
32 compensation and benefits provided shall be reduced to the maximum amount legally
33 allowable without the District incurring any penalty or reduction in support. The
34 reduction in compensation shall be made on a prorata basis among all employees who
35 received an increase in compensation under the collective bargaining agreement. The
36 reduction in insurance benefits shall be made by reducing the maximum benefit being
37 received by any employee to the point where the District is in compliance with the law.
38 Any overpayment in compensation and/or benefits may be collected from the employee
39 or offset against future payments as determined by the District after meeting with the
40 Federation. If a final and binding decision is made declaring any compensation or benefit
41 limitation unlawful, provisions of this contract affected by the ruling shall be reopened
42 and the District and the Federation shall renegotiate the provisions in accordance with the
43 law. A final and binding decision is a final decision of the Supreme Court of the State of
44 Washington, or a final decision of the Superior Court, State of Washington, in an action
45 in which the District is a party and which is not appealed within the time permitted by
46 law.

47
48
49
50 **Section 32. Amendment Clause**

51 This Agreement may be reopened for amendment only by the mutual consent of the
52 Board and the Federation.

1 **Section 33. Copies of Agreement Clause**

2
3
4
5
6
7
8
9

The District will endeavor to provide a copy of this Agreement and any amendments thereto to each employee no later than forty five (45) working days following the execution of the Agreement by the District and the Federation.

The District will provide the Federation with twenty-five (25) hard copies of the Agreement and any amendments thereto.

10 **Section 34. Duration Clause**

11
12
13
14
15

This Agreement shall be in full force and effect from September 1, 2010 to August 31, 2013 provided however, that in the event of a levy failure or significant loss of state or federal funding, applicable section(s) of the Agreement may be reopened at the request of either party.

16
17 **AGREEMENT**

18
19 This agreement is made and entered into by and between Tacoma School District No. 10
20 and the Tacoma Federation of ParaEducators, Local No. 461, AFT/AFL CIO.

21
22
23 TACOMA SCHOOL DISTRICT NO. 10

24
25
26
27 
28 _____
29 President, Board of Directors

30 Date:

31
32
33 TACOMA FEDERATION OF PARAEDUCATORS, A CHAPTER WITHIN
34 LOCAL NO. 461, AFT/AFL CIO.

35
36
37 
38 _____
39 President

40
41 Date: 10-26-11
42

Memorandum of Understanding
Between Tacoma School District No. 10 and
The Tacoma Federation of ParaEducators
Regarding Assignments and Transfers

The purpose of this Memorandum of Understanding is to commemorate in writing an understanding between the Tacoma School District No. 10 (District) and the Tacoma Federation of ParaEducators (Union) related to the creation of a hiring pool.

Background

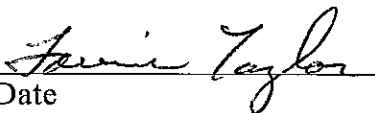
The collective bargaining agreement currently allows ParaEducators to apply for open and advertised positions online. The creation of a hiring pool would do away with this concept and create a more streamlined and equitable system for obtaining jobs.

Agreement

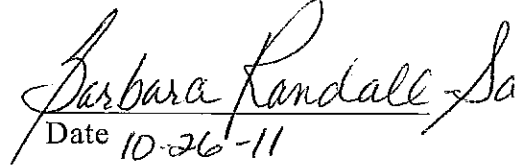
Because this a radical departure from the established hiring practices of the District, the hiring pool shall be put in place on a trial basis for a two-year period and be revisited prior to the beginning of the 2012 school year.

1. All ParaEducators who are RIF'd, displaced, or are seeking a different position in the District shall be placed in a hiring pool.
2. All interested applicants shall submit a completed application. This application may be updated and re-submitted at any time.
3. RIF'd and displaced ParaEducators shall be granted priority over those seeking to transfer or change their position.
4. From this list the three (3) most senior, and qualified, applicants shall be selected to interview for open positions.
5. Should a ParaEducator, with at least fifteen (15) years experience with the District, not be selected for a position at the start of the school year they shall be granted Super Seniority and be placed at the head of the substitute pool. Their wages and benefits from their last permanent position shall be maintained for a period of two years. Should they refuse a third offer of employment by the District their Super Seniority shall be revoked.
6. The District and the Union may jointly choose to designate some positions as "hard to fill." A signing bonus of \$500 will be awarded for these positions.

For the District:


Date

For the Federation:


Date 10-26-11

APPENDIX I

2010-11 PARA-EDUCATOR SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2010

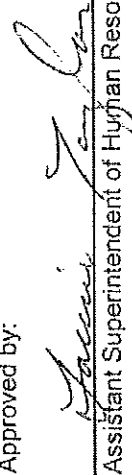
CLASS	B	C	D	E	F	G	H	I	J	K
PA-2	11.75	12.35	12.81	13.23	13.69	14.17	14.63	15.08	15.54	16.03
AA Degree (+ \$.50)	12.25	12.85	13.31	13.73	14.19	14.67	15.13	15.58	16.04	16.53
PA-3	12.71	13.16	13.61	14.08	14.54	14.98	15.46	15.92	16.38	16.85
AA Degree (+ \$.50)	13.21	13.66	14.11	14.58	15.04	15.48	15.96	16.42	16.88	17.35
PA-4	13.59	14.06	14.50	14.94	15.43	15.85	16.33	16.79	17.24	17.72
AA Degree (+ \$.50)	14.09	14.56	15.00	15.44	15.93	16.35	16.83	17.29	17.74	18.22
PA-5	14.52	14.97	15.45	15.91	16.35	16.80	17.24	17.72	18.18	18.66
AA Degree (+ \$.50)	15.02	15.47	15.95	16.41	16.85	17.30	17.74	18.22	18.68	19.16
PA-6	16.34	16.78	17.23	17.72	18.16	18.63	19.05	19.52	19.99	20.45
PA-7	17.73	18.17	18.64	19.05	19.55	19.99	20.45	20.91	21.38	

Substitutes \$11.75/hour ==>Subs paid at PA2, step B

An employee is eligible for a service increment of \$.25 per hour after completion of twenty (20) years of service to the district as a para-educator. Effective 2006-07 for classifications PA2-PA5, current employees (hired prior to 9/1/05) on the forty-five (45) credits line will be "Grandfathered" to the AA Degree line. No new employees (hired on or after 9/1/05) will be eligible for the AA Degree line without having earned an AA Degree.

The position Interpreter retains the official classification of PA-6, but pays salary at the rate of PA-7 pursuant to the May 29, 1997 memorandum regarding the reclassification of the position, "Interpreter."

Approved by:


Assistant Superintendent of Human Resources

7/19/10
Date



Chief Financial Officer

7/13/10
Date

APPENDIX II

**Tacoma Public Schools
2010-2011 School Year Student Calendar
180 days**

REVISED

Aug 31st PRS Day
(staff only, no students)
1st Waiver Day
(staff only, no students)
2nd School Starts
6th Labor Day Holiday

SEPTEMBER 2010						
S	M	T	W	Th	F	S
		PRS	W	SS	3	4
5	H	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

21 days

OCTOBER 2010						
S	M	T	W	Th	F	S
					1	2
3	4	5	6*	E	E	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6th Elementary Conferences
*Early release for Elem only
7th, 8th All Grades Conferences

21 days

11th Veterans' Day Holiday
24th Early Release
25th, 26th Thanksgiving Day Break

NOVEMBER 2010						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	H	12	13
14	15	16	17	18	19	20
21	22	X	X	H	H	27
28	29	30				

19 days
Updated: 17 days due to Snow Days

DECEMBER 2010						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	E	18
19	N	N	N	N	H	25
26	N	N	N	N	H	

17th Early release for students and school personnel

Dec 20-Dec 31 Winter Break/
no school

13 days

3rd School Resumes
17th Martin Luther King Jr. Day
18th Waiver Day
(staff only, no students)
28th Semester Break
(Elementary and Secondary Staff Day - no school)

JANUARY 2011						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	H	W	19	20	21	22
23	24	25	26	27	PRS	29
30	31					

19 days

FEBRUARY 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28					

18th Updated: School in Session, Snow Make-Up Day

21st Presidents' Day Break

18 days
Updated: 19 days due to Snow Make-Up Day

8th, 9th Elementary Conferences
*Early Release for Elem only

MARCH 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8*	9*	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	N	N	N	N		

28th, 29th, 30th, 31st
Spring Break

19 days

APRIL 2011						
S	M	T	W	Th	F	S
					H	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20*	21*	22	23
24	25	26	27	28	29	30

1st Spring Break
20th, 21st Middle and High School Conferences
*Early Release for Secondary Schools only

20 days

26th Updated: Early Release

27th, 30th Memorial Day Break
No School

20 days

MAY 2011						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	E	N	28
29	H	31				

JUNE 2011						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	E	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

14th Updated: Normal School Schedule

15th Updated: Last Day of School/Early Release

10 days
Updated: 11 days due to Snow Make-Up Day

W = Waiver Day SS = School Starts H = Holiday (no school)
N = Non-School Day S = Snow Make-Up Day if needed E = Early Release
PRS=Professional Responsibility Stipend for Teachers (not included in the 180 day count) X = Missed days due to Snow

APPENDIX III

**Tacoma Public Schools
2010-2011 ParaEducator Calendar
182 days**

REVISED

Aug 31 Work Starts
1st Waiver Day – Work Day
(staff only, no students)
2nd School Starts
6th Labor Day Holiday

Aug: 1 day
Sept: 21 days

SEPTEMBER 2010						
S	M	T	W	Th	F	S
		WS	W	SS	3	4
5	H	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2010						
S	M	T	W	Th	F	S
					1	2
3	4	5	6*	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6th Elementary Conferences
*Early release for Elem only
7th, 8th All Grades Conferences

21 days

11th Veterans' Day Holiday
24th Early Release
25th, 26th Thanksgiving Day Break

19 days
Updated: 17 days due to Snow Days

NOVEMBER 2010						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	H	12	13
14	15	16	17	18	19	20
21	22	X	X	H	H	27
28	29	30				

DECEMBER 2010						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	E	18
19	N	N	N	H	H	25
26	N	N	N	N	H	

17th Early release for students and school personnel

Dec 20-Dec 31 Winter Break/
no school

13 days

3rd School Resumes
17th Martin Luther King Jr. Day
18th Waiver Day – Work Day
(staff only, no students)
28th Semester Break – Work Day
(Elementary and Secondary Staff Day – no school)

20 days

JANUARY 2011						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	H	W	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	22	23	24	25	26
27	28					

18th Updated: School in Session, Snow Make-Up Day

21st Presidents' Day Break

18 days
Updated: 19 days due to Snow Make-Up Day

8th, 9th Elementary Conferences
*Early Release for Elementary students only

28th, 29th, 30th, 31st
Spring Break

19 days

MARCH 2011						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8*	9*	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	N	N	N	N		

APRIL 2011						
S	M	T	W	Th	F	S
					N	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20*	21*	22	23
24	25	26	27	28	29	30

1st Spring Break
20th, 21st Middle and High School Conferences
*Early Release for Secondary Schools students only

20 days

26th Updated: Early Release

27th, 30th Memorial Day Break
No School

20 days

MAY 2011						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	E	N	28
29	H	31				

JUNE 2011						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	E	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

14th Updated: Normal School Schedule

15th Updated: Last Day of School/
Early Release

10 days
Updated: 11 days due to Snow Make-Up Day

LEGEND

WS = Work Starts W = Waiver Day
S = Snow Make-Up Day if needed

SS = School Starts
E = Early Release

H = Holiday (no school)
X = Missed days due to Snow

N = Non-School Day
10 holidays

APPENDIX IV

**TACOMA PUBLIC SCHOOLS
DEPARTMENT OF HUMAN RESOURCES
Para-Educator Performance Evaluation Form**

NAME (Last)	(First)	(Middle Initial)	Period of report	Job Title
			From	To
School or Department			Evaluation Type	
			Date (M/d/yyyy)	
			Probation <input type="checkbox"/> Transfer <input type="checkbox"/> 60 Working Days <input type="checkbox"/> Annual <input type="checkbox"/>	

1. JOB KNOWLEDGE

Thorough working knowledge of job <input type="checkbox"/>	Well informed working knowledge of job <input type="checkbox"/>	Adequate working knowledge of job <input type="checkbox"/>	Limited working knowledge of job <input type="checkbox"/>	Inadequate working knowledge of job <input type="checkbox"/>
--	---	--	---	--

Comments:

2. QUALITY OF WORK

Accurate, high quality work <input type="checkbox"/>	Good quality work, very few errors <input type="checkbox"/>	Meets job requirements <input type="checkbox"/>	Frequent errors, poor quality work <input type="checkbox"/>	Work is unacceptable <input type="checkbox"/>
--	---	---	---	---

Comments:

3. FOLLOW THROUGH

Always finishes tasks <input type="checkbox"/>	Frequently finishes tasks <input type="checkbox"/>	Acceptable follow through <input type="checkbox"/>	Occasionally does not finish tasks <input type="checkbox"/>	Rarely finishes assigned tasks <input type="checkbox"/>
--	--	--	---	---

Comments:

4. ATTITUDE

Consistently positive <input type="checkbox"/>	Generally positive <input type="checkbox"/>	Acceptable <input type="checkbox"/>	Frequently negative <input type="checkbox"/>	Consistently negative <input type="checkbox"/>
--	---	-------------------------------------	--	--

Comments:

5. COOPERATION

Consistently cooperative <input type="checkbox"/>	Cooperates and gets along with others <input type="checkbox"/>	Acceptable <input type="checkbox"/>	Cooperates reluctantly <input type="checkbox"/>	Frequently causes friction with others <input type="checkbox"/>
---	--	-------------------------------------	---	---

Comments:

6. DEPENDABILITY

Carries out complex work with minimal support <input type="checkbox"/>	Needs minimal supervision <input type="checkbox"/>	Needs only routine supervision <input type="checkbox"/>	Needs more supervision than others doing same work <input type="checkbox"/>	Needs close supervision <input type="checkbox"/>
--	--	---	---	--

Comments:

7. ADAPTABILITY

Highly flexible, consistently functions effectively <input type="checkbox"/>	Adjusts easily <input type="checkbox"/>	Adjusts satisfactorily <input type="checkbox"/>	Has difficulty adjusting to new or different situations <input type="checkbox"/>	Does not adjust to new or different situations <input type="checkbox"/>
--	---	---	--	---

Comments:

APPENDIX IV Continued

Para-Educator Evaluation Form-page 2

8. INITIATIVE

Ambitious and a self starter <input type="checkbox"/>	Frequently shows initiative <input type="checkbox"/>	Acceptable initiative <input type="checkbox"/>	Rarely shows initiative <input type="checkbox"/>	Lacks initiative, performs only upon direction <input type="checkbox"/>
--	---	---	---	--

Comments:

9. ATTENDANCE

Extremely dependable <input type="checkbox"/>	Infrequently absent <input type="checkbox"/>	Acceptable <input type="checkbox"/>	Frequently absent <input type="checkbox"/>	Undependable <input type="checkbox"/>
--	---	--	---	--

Comments:

10. PUNCTUALITY

Extremely dependable <input type="checkbox"/>	Infrequently late <input type="checkbox"/>	Acceptable <input type="checkbox"/>	Frequently late <input type="checkbox"/>	Undependable <input type="checkbox"/>
--	---	--	---	--

Comments:

11. RELATING TO STUDENTS

Interacts extremely well with students <input type="checkbox"/>	Interacts well with students <input type="checkbox"/>	Relates acceptably <input type="checkbox"/>	Needs improvement <input type="checkbox"/>	Does not interact well with students <input type="checkbox"/>
--	--	--	---	--

Comments:

OVERALL RATING Not evaluated

ADDITIONAL COMMENTS

Evaluator(s):

Title(s):

Principal/Supervisor's signature _____

The signature below does not necessarily imply that the employee agrees with the preceding report but only that he/she has seen and discussed it with the evaluator and/or supervisor

Employee signature _____ Date _____

The following may be completed at the employee's option:

- I agree with the above report
- I disagree with the above report
- Addendum attached
- Addendum to follow

Tacoma Public Schools

ParaEducator Personal Professional Growth Plan Documentation

_____ SCHOOL YEAR

This certifies that _____
participated in a Personal Professional Growth Plan consistent with the collective bargaining
agreement.

The employee and supervisor have met to
evaluate the progress which has been made. Yes No

Employee's
signature _____ Date _____

Supervisor's
signature _____ Date _____

Types of Goals and Sample Goal Statements

Teacher Goals:

(Instructional Skills)

- To increase use of instructional objectives in developing classroom teaching strategies.
- To develop procedures for increasing the amount and quality of student-teacher verbal interaction.
- To increase the number of extended student-teacher contacts as a way to provide positive feedback to students.

To work on altering my questioning style to the different ability levels in my classroom.

- To begin using cooperative learning strategies when appropriate.

Student Goals: (Desired Measurable Student Outcomes)

- The students will be able to demonstrate their ability to write a descriptive essay.
- My 5th grade class will be able to identify the Presidents of the United States by October 15.
- At least 70% of my students will be reading at grade level by February 15.

Program Goals:

(Curriculum Development and Committee Involvement)

- To review and make appropriate changes in the 7th grade Language Arts Program.
- To revise my contemporary American Writer's unit for my 4th period Advanced Literature Class.
- To review the thematic units used in my 5th grade social studies.
- To work on increasing the amount of articulation between the science program in 4th and 5th grades.

Professional Goals: (Scholarly Pursuits—professional reading, research, etc.)

- do action research on a particular issue in my classroom.
- write and submit an article to a professional journal.
- develop and teach a class for the staff development program.
- keep a journal that reflects on my teaching year.
- give a presentation at a professional conference.

Sample Goal Statement with Supporting Activities

Goal Statement

Goal statements will usually answer the following questions:

What change do you want to make in your teaching? in your students' performances? in your program? or in yourself professionally?

Example: To improve student performance in oral response situations.

Activities

Activities should address your goal statements.

What will you do to make the goal happen?

Example:

- Increase the amount of teacher/student oral interaction.
- Use panel discussions as an option for dispersing information.
- Design oral options for all reports.
- Research speech techniques for classrooms use.

APPENDIX VI

**Classified ParaEducator Staff
Compensation for Covering a Certificated Staff Class
or Head Start / ECEAP Class**

TO: PAYROLL OFFICE

SUBFINDER JOB NUMBER: _____

FROM: _____ Employee ID No. _____

Position _____ Location _____

UP TO FIVE (5) DAYS PER FORM MAY BE SUBMITTED

A. Based on Article VI, Section 17, additional compensation is hereby requested for providing class coverage on the following date(s):

PLEASE CHECK ONE:

Para Educator (regular pay and \$10/hr for each occurrence) Total Hours _____ x \$10.00 = _____

Head Start/ECEAP Para Educator (regular pay and \$2.75/hr for each occurrence) Total Hours _____ x \$2.75 = _____

Date _____ Date _____ Date _____ Date _____ Date _____

Hours _____ Hours _____ Hours _____ Hours _____ Hours _____

For a class normally assigned to (Associate's/Teachers full name) _____

HED Earnings Code: CLCV/229

B. SPECIAL ACCOUNTING: Enter the new accounting information only if the accounting is to be over-ridden

Company	Accounting Unit	Account	Activity	Category

■ **Be sure all appropriate signatures appear below before submitting this form to the Payroll Office**

Employee's Signature _____ Date _____

Administrator's Signature (BRC Authority) _____ Date _____

PLEASE ALSO NOTE

1. Requests received in the Payroll Office by the end of each pay period will normally be processed for pay on the following pay period.
2. Pay will be included on the pay warrant under Pay Code "Cls Cov".

**PLEASE SUBMIT THIS FORM TO THE PAYROLL OFFICE WITHIN 2 WEEKS.
RETAIN A COPY FOR YOUR RECORDS.**

White to Payroll Office; Yellow to Employee

APPENDIX VII

Tacoma Public Schools

ParaEducator Pre-approved Request for Extra Work for Compensatory Time/Extra Pay

PRIOR APPROVAL REQUIRED

Date Submitted _____

Name of Employee _____ Employee ID# _____

School/site location _____

Extra hours: (Complete lines only for days you worked over your regular work hours)

Monday: Date _____ From _____ to _____ less regular hours _____ = Extra Hours _____

Tuesday: Date _____ From _____ to _____ less regular hours _____ = Extra Hours _____

Wednesday: Date _____ From _____ to _____ less regular hours _____ = Extra Hours _____

Thursday: Date _____ From _____ to _____ less regular hours _____ = Extra Hours _____

Friday: Date _____ From _____ to _____ less regular hours _____ = Extra Hours _____

Total Extra Hours _____

Reason(s) for extra hours _____

Employee: Select method of reimbursement:

- Pay: For extra work hours up to and including 40 hours, reimbursement is at hour per hour or regular hourly rate.
Compensatory Time: For extra work hours up to and including 40 hours, compensatory time is at hour per hour rate.
OR,
Pay: For extra work hours over a 40 hour/week, reimbursement is at rate of 1.5 hours for each 1.0 hour over 40 hours/week.
Compensatory Time: For extra work hours over 40 hours/week compensatory time is 1.5 for each 1.0 hour

Authorized by _____ Staff Signature Date

Authorized by _____ Supervisor Authorization Date

Authorized by _____ BRC Authorization Date

White-Office Yellow-Supervisor Pink-Employee