

# *Collective Bargaining Agreement*

**between**

**Shelton School District**

**and**

**Educational Support Personnel  
(ESP)**

***September 1, 2023 – August 31, 2025***

**ESP AGREEMENT - SHELTON SCHOOL DISTRICT NO. 309**  
**2 0 2 3 - 2 0 2 5 A G R E E M E N T**

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## DEFINITIONS

Unless the context in which they are used clearly requires otherwise, when used in the Agreement:

- The term ‘*Agreement*’ shall mean this entire Collective Bargaining Agreement.
- The term ‘*Association*’ shall mean the Shelton Educational Support Personnel (ESP) and represented constituent groups within the Bargaining Unit.
- The term ‘*Break*’ means an employee is entitled to a 15-minute rest break in the middle of each four-hour shift worked. Employees working a shift of 6 consecutive hours or more shall be entitled to two 15-minute rest breaks in addition to the meal break. A meal break does not interrupt the consecutive working hours.
- The term ‘*Classification*’ shall refer to the type of job assignment as listed in the following categories: Food Service, Para Educator/Para Tech, and District Translator.
- The term ‘*Compressed Work Week*’ means working 40 hours in fewer than five days i.e., (4-10s).
- The term ‘*District*’ shall mean the Shelton School District No. 309.
- The term ‘*Flextime*’ means flexing the starting and quitting time within the day.
- The term ‘*Longevity*’ shall mean the length of time worked in the Shelton School District as a classified employee.
- The term ‘*Meal Break*’ means an employee working five or more consecutive hours per day shall have a thirty (30) minute duty free and uninterrupted meal break outside the shift time.
- The term ‘*Seniority*’ shall mean the length of time worked within the current job classification.
- The term ‘*Work Week*’ means full time employee’s normal work week of five (5) consecutive days equaling forty (40) hours of work.

## NONDISCRIMINATION FOR LABOR AGREEMENTS

Non-Discrimination: There shall be no discipline or discrimination against any employee by reason of age, gender, sexual orientation, marital status, race, creed, religion, color, national origin, domicile, military status, political activity or lack thereof, private life that does not affect work performance or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The District and the Association will adhere to the requirements of State and Federal law.

## PREAMBLE

Pursuant to the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act, this agreement is made and entered into by and between the Shelton School District No. 309's Board of Directors (hereinafter called the "Board," "District," or "Employer") and the Shelton Educational Support Personnel (hereinafter called the "Association" or "ESP").

The District and Association mutually agree that success for all students in a 21st century competitive world is dependent on 21st century educational employees. When acting as a district employee the following defines the expectations of 21<sup>st</sup> century educational employees:

- ✓ Exemplifies professionalism at all times.
- ✓ Adheres to established policies, rules and standards of conduct.
- ✓ Goes above and beyond - ready and willing to help when needed.

- ✓ Maintains a respectful and positive demeanor, exercising reasonable care and courtesy at all times with students, parents, and colleagues.
- ✓ Exhibits ongoing passion for student success.
- ✓ Is always mindful of instilling learning opportunities and experiences.
- ✓ Is focused at all times on the goal of high school graduation for all students.
- ✓ Truly believes and makes known to students that they can and will be successful in whatever individualized pathway they take beyond graduation.

## **ARTICLE I**

### **BARGAINING UNIT**

#### **1.1 Recognition.**

The District hereby recognizes the Educational Support Personnel (ESP), Classified Public Employees Association/Washington Education Association, as an exclusive bargaining representative for all full-time and regular part-time food service, para educator, para educator tech, and district translator positions, excluding supervisors, confidential employees, and all other positions of the employer pursuant to RCW 41.56.030 (2).

#### **1.2 Definitions.**

The term "employee" as used in this Agreement shall mean all persons employed by the District who are represented by the Association.

#### **1.3 (a) Substitutes.**

To become eligible for bargaining unit representation, a substitute shall be employed in a classification for more than 30 days of work within the current school year and shall continue to be available for employment as a substitute.

**1.3.1** Substitutes who work more than 30 days in the same classification shall receive the regular rate of pay at step one according to the wage chart.

**1.3.2** Employees under this section will be exempt from the following: Article V, Section 1 (Discipline), Section 2 (Right to Representation), Section 3 (Warnings and Suspension Notices), Section 8 (Job Descriptions), Section 9 (New Hires); Article VI, Section 1 (Layoffs); Article VII (Leaves of Absence); Article VIII, Section 1 (Paid Holidays); Article IX (Vacations); Article X (Health Insurance).

**1.3.3** The District shall provide copies of letters of termination or suspension of substitutes to the Association within fourteen (14) days of the event exclusive of holidays.

**1.3 (b) Temporary Status Employees.**

Temporary employees are those who are hired in a temporary status for one school year or less. The temporary status will be noted on the job posting. If an employee is offered the same assignment in the following school year, the employee shall be considered a regular, continuing employee with all rights and benefits under the Collective Bargaining Agreement.

**1.4 Construction.**

Unless the context in which they are used clearly requires otherwise, words used in this Agreement shall include both masculine and feminine and words denoting number shall include both the singular and plural.

**1.5 Status of Agreement.**

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District, which are contrary to, or inconsistent with, its terms or the law. Nothing contained in this agreement shall deny or restrict any employee's rights under State or Federal law.

**1.6 Conformity to Law.**

In the event a provision is determined to be contrary to law, as stated above, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after a request for negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

**ARTICLE II**

**ASSOCIATION RIGHTS**

- 2.1** The Association and its representatives have the right to use District buildings for meetings and to transact Association business. Such meetings shall be scheduled with the Facilities Coordinator and the building principal and shall not have precedence over routine educational use or over previously scheduled use by other agencies.
- 2.2** Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences or meetings with representatives of the District shall suffer no loss of pay but nothing contained herein shall be construed to require such activities to be scheduled during regular school hours.
- 2.3** Association representatives shall meet with the Superintendent or designee(s), at least once a month during the school year to review and discuss current issues and practices in the administration of this contract.
- 2.4** The District, upon request, shall furnish at cost to the Association previously compiled and reasonable information concerning the financial resources of the District. This includes, but is not limited to: annual financial reports and audits, budgeting requirements and allocations, agendas and minutes of all board meetings and such information as may be legally deemed public information regarding student enrollment and employee names and work locations.

A single copy of the following documents shall be furnished to the Association at no cost:

- Original Signed Contract
- District Directory
- Annual Financial Reports
- Annual Budget
- Staff postings of openings

**2.5** The District shall provide a list of new employees to the Association upon request. Upon request the District will provide an electronic roster of all employees in the district in an Excel format, along with reasonably available contact information and information related to the employee's position with the District. Such reports shall include the following information: employee name (first and last), personal phone numbers contained in the District's personnel records system, work email if applicable, personal email if available in the system, job title/position, work location, number of hours worked, hourly wage, and date of hire, when such information is held by the District. Such list will include the names of all bargaining unit members regardless of whether they choose to pay dues to the Association.

Upon request the district will provide to the Association the names and all information as listed above of any bargaining unit member who has been RIF'ed and remains on a recall list. In addition, the district will provide to the Association the names and all information listed above for any employee who has been fully or partially furloughed.

**2.6 District Communication Systems.**

**2.6.1** The Association shall have the right to use District communication systems (i.e. phones, mailboxes, e-mail, and bulletin boards) to circulate information to bargaining unit members. Permission of the District and the Association shall be required prior to allowing outside labor organizations to use district communication systems for the purpose of communicating with bargaining unit members.

**2.6.2** During their working hours, the District and the Association agree to use the District's communication systems in a manner that is factual, fair, and respectful.

**2.6.3** Duly authorized representatives of the Association, in accordance with the building and district security procedures, shall be permitted to use District communications systems on school property to transact official Association business. Barring exigent circumstances, such use shall not interfere with or interrupt the employee's responsibilities or normal school operations.

**2.7 Access to New Employees.**

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes;



and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

### ARTICLE III

#### MANAGEMENT RIGHTS

- 3.1** It is agreed that the customary and usual rights, powers, function, and authority of management are vested in management officials of the District. Included in these rights is the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, terminate, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted. The District shall retain the sole right of selection of new employees.
- 3.2** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

### ARTICLE IV

#### MEMBERSHIP

**4.1** **Dues Deduction.**

The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to payroll deduction of membership dues, assessments and fees for employees represented by this bargaining agreement. By August 25th or as soon as available each school year, the Association shall give the District written notice of the dollar amounts for membership dues and representation fees to be deducted during the school year under payroll deduction. Changes to the deduction amounts shall require a minimum of 30 days written notice. Dues deductions shall be withheld in twelve (12) equal monthly installments for returning employees and ten (10) equal monthly installments for new employees. Dues deductions shall be prorated for employees hired after the start of the school year or those who terminate employment prior to the end of the school year. The District shall transmit all dues and fees deducted to the Association on a monthly basis and shall inform the Association of new hires as soon as possible but no later than 30 days from the date of hire.

**4.2** **Membership Deduction.**

Membership enrollment forms will be provided to each new employee at the time of hire. Membership deduction shall remain in effect from year to year, unless the employee informs the Association in writing of the desire to withdraw or change membership status. In the event an Association member is granted a leave of absence without pay, the authorization shall be temporarily suspended, and reactivated upon the employees return to work following the leave of absence.

**ARTICLE V**  
**EMPLOYEE RIGHTS**

**5.1 Discipline.**

No employee shall be disciplined without just cause. Progressive discipline steps shall include verbal warning, written warning/letter of instruction, written reprimand, suspension without pay, and termination as a final and last resort. Documents identified as written reprimand, suspension or termination shall be placed in the employee's personnel file. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant, depending on the nature of the issue. The Association shall be promptly notified by the District of any disciplinary actions taken against any employee.

**5.2 Right to Representation.**

Employees shall be entitled to have present a representative of the Association during any meeting which the employee reasonably believes could result in discipline. When a request for such representation is made no action shall be taken with respect to the employee until a representative of the Association is present. District administrators shall advise employees of their right to representation prior to conducting an investigatory or disciplinary meeting with the employee.

**5.3 Discipline Notices.**

Such notices must be issued within twenty (20) calendar days, and discharge notices must be issued within thirty (30) calendar days, exclusive of holidays, of District knowledge of the event, or within five (5) calendar days upon completion of the investigation. The District will, upon request of the union president or their designee, provide updates to the Association President as requested regarding the status of any investigation and will provide an expected date of completion.

No material of a disciplinary nature shall be kept or placed in the personnel file without the employee having the opportunity to attach written comment. Every two (2) years the employee may request in writing to the superintendent that an administrative panel convene to review the request to remove identified material(s) from the personnel file. The panel will respond to the employee within thirty (30) calendar days of the request.

**5.4 Personnel File.**

Employees (or former employees up to two (2) months after separation due to voluntary resignation or termination) shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, the employee shall afford a copy at employee's expense of any documents contained therein. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District; however, the Association recognizes that working files properly exist. File review shall be in the presence of a District official.

**5.5 Personnel File - Public Records (Disclosure) Request.**

When a public records request is made in writing, the employee will be notified by the Personnel Office in writing within two working days: (1) who requested the disclosure, and (2) will include a

list of materials to be released from his/her personnel file. The notification will state the district's intent to comply on a stated date absent of a court order enjoining disclosure initiated by the employee.

## **5.6 Safe Working Conditions.**

### **5.6.1 Standards:**

The District shall provide safe and non-hazardous working conditions for employees at their place of employment in accordance with OSHA and the WISHA Standards for public sector education employees. The District shall comply with health and safety regulations and respond to unsafe or hazardous conditions accordingly. The District shall take reasonable measures to provide an appropriate working and learning environment for employees and students.

In the event an employee reasonably and in good faith does not believe the District is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the rights afforded under WAC 392-360-150 to seek prompt review of any safety related concerns. The employee agrees to stay on the work site and will continue to provide supervision of students unless excused by building administration. The employee has the right to union representation if there are disputes over proper resolution of the safety concern.

### **5.6.2 Procedures:**

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being. Employees believing that a condition is unsafe or hazardous shall notify the building principal or appropriate supervisor in writing, stating the safety concerns. The building principal or supervisor shall respond to such notification within three (3) working days.

### **5.6.3 Student Discipline:**

The District shall support and assist employees in maintaining control and discipline provided employee actions are in conformity with District policy. Employees should check the individual building for student discipline procedures. Employees may use reasonable measures with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury. Affected employees shall be informed as soon as possible and no later than five (5) working days after the information is available, of students who have deviant behaviors that could present a safety problem to other students or staff.

The District shall provide employees with necessary and appropriate training such as Right Response or other similar trainings when paraeducators are in positions that may require intervention with students exhibiting aggressive behaviors.

When the principal and paraprofessional agree there is a necessity, the District shall provide safety equipment and training on how to use such equipment. An example of safety equipment can include but it is not limited to Kevlar gloves, shin guards and radios.

#### **5.6.4 Student Medication:**

No employee shall be requested or required to dispense or administer medication unless in accordance with state law and after having received appropriate training. The District shall make available training in First Aid and CPR without cost to all employees who hold a position in which it is required.

#### **5.6.5 Damage:**

The District will not hold an employee financially responsible for damage caused or alleged to have been caused by an employee while working within the recognized scope (such as district policies, standard operating procedures, safety regulations, and the law) of his or her duties or as assigned by his/her supervisor as an employee of the District.

#### **5.6.6 Lice Treatment**

The District agrees to provide lice treatment kits to employees who have contracted lice through the normal course of their duties. The kits will be kept with school nurses. Each employee may request up to 3 kits per year for use on themselves only upon verification by the school nurse of having contracted lice through their normal duties.

### **5.7 Personal Rights.**

#### **5.7.1 Citizenship.**

Every employee has full rights of citizenship, as well as other rights afforded by the rules, regulations and statutes of the United States, and the State of Washington. This includes the right to a private and personal life unless directly interfering with the employee's professional responsibilities.

#### **5.7.2 Association Membership.**

The District and the Association shall not interfere with, refrain, coerce, discriminate against or prevent any employee from freely exercising his/her legal right to organize, join and support the legal activities of the Association including filing of a grievance or complaint under this agreement, or not to do so.

### **5.8 Job Descriptions.**

Current job descriptions and salary schedules shall be available, and kept current, to all employees at their respective building/department at the beginning of each school year. Such job descriptions shall be in a conspicuous place so that all employees may have access to them. New and/or updated job descriptions shall be given to the ESP President and to each building/department as soon as they are available.

### **5.9 New Hires.**

The District shall furnish each new employee, upon his/her hiring, with a "New Hire Packet" which shall contain a Master Agreement, a current job description, a membership application, and a

welcome letter from the Association. At the time of hire, new employees will be subject to Washington State Patrol background checks, including employees who transfer from one district to another.

## **5.10 Employee Evaluations.**

**5.10.1** Employees shall be notified the first of November identifying their evaluator for that school year. Employees will be notified of any change. At a minimum, employees shall be evaluated annually by their immediate administrator at least two (2) weeks before the end of the individual's working year. If an evaluator anticipates an employee will receive an unsatisfactory evaluation, the employee will be provided reasonable notice (but no less than a month) and advice on how to improve in the area or areas of concern. Evaluations completed in addition to the annual evaluation must be documented using an evaluation form other than the annual evaluation. The annual evaluation form will be the only evaluation submitted to the personnel file.

**5.10.2** A written evaluation report will be provided to the employee with strengths and weaknesses, where applicable, in each area of evaluation listed. The comments on the evaluation shall focus on factors related to employee performance and will not include extraneous or irrelevant information. Upon request the employee will be granted a meeting with the evaluator to discuss the annual evaluation. The employee shall have 30 calendar days to provide a written response to be attached to the evaluation in the personnel file. The employee's signature on the evaluation form does not necessarily mean they agree with the evaluation only that they have received the evaluation.

**5.10.3** No bargaining unit member shall evaluate another bargaining unit member.

## **5.11 Mentorship.**

The District and Association recognize the benefit of supporting new employees or employees new to a position with an existing employee mentor. Request for mentor assistance will be made to the principal and communicated to the Human Resources Office.

The Human Resources Office shall communicate with the principal to explore opportunities and identify willing employees who may be available to assure adequate support is provided to the new employee. The process is intended to be flexible with the goal being a successful experience for the new employee or employee changing a position.

To the extent appropriate, employee preferences with regard to choice of mentor will be considered. Mentors who are interested in mentorship training may investigate resources for mentorship training through OSPI or the ESD and propose a training program to their supervisor. Training to be provided will be subject to available resources at the building level. Mentorship is separate from and will not be utilized as a part of the evaluation process.

## **5.12 Individual Education Program (IEP) & 504.**

Employees assigned to provide instruction to students with special needs shall have access to relevant information from the IEP and/or 504. Information will be provided consistent with state and federal laws as necessary to ensure the employee has the information necessary to serve the student.

## ARTICLE VI

### CONDITIONS, WORK HOURS, OVERTIME

Longevity shall be defined as length of time worked in the Shelton School District as a classified employee. Seniority shall be defined as length of time worked within the current job classification. Classification categories shall consist of Food Service, Para Educator/Para Tech, and Translator.

#### 6.0 **Breaks.**

##### **Computer Access for Email and Job-Related Communications**

The District shall provide employees who are issued District email accounts with daily access to computers and software necessary for e-mail communications and job-related assignments, with updates commensurate to other building staff. Access to computers shall be no less than 10 minutes per work shift; provided, that there is no expectation that administrators schedule this time for employees.

##### **Meal Break**

The term ‘*Meal Break*’ means an employee working five or more consecutive hours per day shall have a thirty (30) minute duty free and uninterrupted meal break outside the shift time.

##### **Work Break**

The term ‘*Work Break*’ means an employee is entitled to a 15-minute rest break in the middle of each four hour shift worked, or a mutually agreed upon time between employee and employer no later than the 3<sup>rd</sup> hour of the four-hour period. Employees working a shift of 6 consecutive hours or more shall be entitled to two 15-minute rest breaks in addition to the meal break. A meal break does not interrupt the consecutive working hours.

##### **Lactation Rights**

The Patient Protection and Affordable Care Act (P.L. 111-148, known as the “Affordable Care Act”) amended section 7 of the Fair Labor Standards Act (“FLSA”) to require employers to provide “reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child’s birth each time such employee has need to express the milk.” For more information, see the Department of Labor website: <https://www.dol.gov/whd/nursingmothers/faqbtm.htm>

#### 6.1 **Layoffs.**

In the event that the District should determine that layoffs are necessary, prior to implementing layoffs the District shall meet with Association Leadership to provide documentation of the layoffs, rationale, and to discuss alternatives to layoffs. The principle of longevity shall be applied in cases of layoff for lack of work and for rehire when work becomes available. Employees will receive at least twenty (20) District working days notice of layoff. Seniority shall be considered in cases of promotion or transfer from current classification to another whenever job openings exist within the Bargaining Unit. In the event two or more employees within the same classification and salary step are vulnerable to a reduction in force, total service to the district (longevity) shall take precedence. If an employee is not retained in their current classification, and if they have experience in another classification within the ESP bargaining unit, they will be put into the last classification from which they came. If the previous position was outside of their current job category, the employee will be placed at their last salary step earned in that classification. Employees who are moved within their same job category will retain their current salary step. They are then subject to the reduction in force provisions in the classification to which they are moved. In situations, such as those listed

above, employees must be qualified to perform the available work in the opinion of the District in order to exercise longevity rights. The District agrees to act in good faith in using the discretion herein granted it. The above stated provisions shall not apply to temporary and/or substitute employees, except that temporary employees will receive at least ten (10) working days' notice of the end of their assignment. Non-temporary employees who are transferred or reassigned to a temporary position shall retain District longevity and seniority. An employee hired to serve as a 1-1 paraeducator shall not have the right to be retained in place of any regular employee in the event their position is eliminated. In the event of a loss of 1-1 position, the paraeducator in that position shall receive preferential consideration for any open positions for which they are qualified, but shall not have the right to displace less senior employees from other positions. Laid-off employees will be given ten (10) calendar days to answer a written notice of recall and will return to work when notified or face loss of seniority and reemployment status. "District working days" shall be defined as Monday through Friday, excluding holidays when the District office is closed.

## **6.2 Change in Longevity Status.**

Longevity shall be broken by a lay-off of fifteen (15) months, by voluntary resignation (unless re-employed within six (6) months), or by termination for just cause.

## **6.3 Job Postings.**

All job vacancies and new positions under this Agreement shall be posted for seven (7) working days. Between August 15<sup>th</sup> and the start of school, emergency positions may be posted for three (3) working days. Such postings shall be in a conspicuous place so all employees may be aware of the notice. Employees who desire to apply for open positions will complete the online application. Qualified employees who apply for open positions shall be granted an interview. Positions shall be filled among best qualified applicants. In the event of a tie among equally qualified n-district applicants, seniority shall be used to break the tie. During the period of April, May, June, high-need temporary paraprofessional can be hired to fill a position without waiting the seven (7) working day period.

### **6.3.1 Position Reclassification.**

In the event a position within the bargaining unit is reclassified with no fundamental changes in duties, said employee shall retain all prior district experience for salary placement purposes.

## **6.4 Vocational Training.**

In the cases of filling skilled vacancies, the District will give consideration to employees who have become qualified by vocational training.

## **6.5 Equal Opportunity.**

All employees shall have equal opportunity to qualify for better positions through any training programs made available to employees of the District.

## **6.6 New Employee Probation.**

New employees will be regarded as probationary employees until they have completed 120 work days after initial employment. In accordance with Washington State law, national fingerprint background checks may be conducted by the Washington State Patrol Criminal Identification

System and the Federal Bureau of Investigation. These checks will be completed within the first 90 days of the probationary period. If the checks are not completed within the 90 day period the employee will be given notice of conditional employment until such checks are received. The Association will also be notified of such action. During this period of probationary employment, probationary employees may be terminated as exclusively determined by the employer. Employees under the probationary period shall be entitled to all benefits of the regular employees. Employees who continue in the service of the employer after they have completed their probationary period and fingerprint background checks shall receive full seniority credit from the beginning of the probationary period.

**6.6.1** The District will cover 50% of fingerprint costs for new hires who are required to be fingerprinted. This cost will be reimbursed to them after 90 workdays. The employee must complete a "Claim for Expenses" form and submit to their supervisor.

## **6.7 Call Back.**

A regular employee called back to a district worksite after having completed his/her regular work assignment shall be compensated for a minimum of two (2) hours at overtime rate.

**6.8.1** An employee called to work on his/her day off shall receive a minimum of two (2) hours pay at overtime rate.

**6.8.2** Any employee asked by a supervisor to make phone calls from home or do other work from home will be paid for the time worked at the regular rate of pay (or overtime, if applicable) or be allowed comp/flex time.

## **6.8 Emergency/Inclement Weather Conditions.**

**6.8.1** Year-round employees who have reported for work and later are sent home because of severe weather conditions shall receive a minimum of two (2) hours pay for the day.

**6.8.2** Less than year-round employees shall have the opportunity, at their discretion, to make up the lost work so as not to incur financial loss. The kind of work to be performed, as well as when it will be performed, must be approved by the building or department administrator.

## **6.9 Overtime/Extra Hours Assignment /Work Opportunity for 9-Month Employees.**

**6.9.1** Overtime and/or additional hours shall first be offered by seniority to employees engaged in the work at hand who have the appropriate job qualifications or experience within the respective grade/team and the respective classification at the location the work is to be performed.

**6.9.2** All overtime / additional hours not otherwise assigned as described above shall be offered by longevity to current district employees with appropriate qualifications or experience. Additional hours will be offered to contracted district employees before giving the opportunity to external district applicants.

**6.9.3** Additional hours that are available on a continuing basis for more than one (1) hour each day shall be posted as open positions.



#### **6.10 Flex hours.**

The term, “flex Time” means flexing the starting and quitting time within the day, or a variance to the regular schedule considered for an individual by joint approval of the supervisor and the affected employee to allow the employee time to work the same number of hours but on a different schedule in a given week.

The term, “Comp Time” means *additional* time worked during the week beyond 40 hours that can be taken off at a later date at a rate of 1 ½ hours for each hour of overtime worked, or paid at a rate of 1 ½ hours for each hour of overtime worked. This time must be jointly agreed upon by the supervisor and the affected employee (See section 6.11 for additional information).

Employees may also be authorized to take compensatory time off in lieu of additional hours worked beyond the employee’s regular work schedule, even if the extra time does not result in the employee exceeding 40 hours in the work week. Such compensatory time off is accrued at the regular rate of pay. The decision to receive time off rather than money as compensation for work shall be the employee’s.

Employees must receive pre-authorization to work any time beyond their regularly scheduled hours except in the case of emergency/unforeseen circumstances beyond the employee’s control.

#### **6.11 Compensatory Time.**

Compensatory time will be accumulated at 1 ½ hours for each overtime hour worked. Compensatory time accumulated must be used or submitted for overtime pay within the same school year accumulated. The decision to receive time off rather than money as compensation for overtime work shall be the employee’s. When the time off is to be taken, such time shall be mutually scheduled. Compensatory time shall be recorded on the compensatory time sheet and signed by the employee and the employee’s immediate supervisor. Compensatory time must be cashed out before the end of the individual’s school year and cannot be carried from one school year into the next school year. All compensatory time records must be submitted by August 31 of each year for an audit.

#### **6.12 New Assignment.**

Current district employees shall be granted an interview for open positions for which they are qualified. All qualifications being equal, the senior most employee will be granted the position. When moving to a new position within the same job classification seniority shall be retained.

When employees move to a different classification, seniority will be retained for a period of two (2) years for use in the event the employee returns to the previous job classification in the future. This provision will not apply to employees who separate from service with the district.

#### **6.13 Involuntary Reassignments.**

The right to assign and reassign employees is retained by the District; however, involuntary reassignments shall not be made if they would cause a loss of pay, unless requested or agreed upon by the employee in writing.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

**7.1 Extended Leave.**

Any employee so desiring may be granted a leave of absence from his/her position without loss of seniority, but without pay, for a period not to exceed the remainder of a school year and the next full year. Leave of absence requests shall be made while the employee is still in employment status or in a period of illness where health or other compelling personal reason prompts such request and follows in continuity with actual employment status. Requests for all leaves of absence must be in writing and submitted to their immediate supervisor, ten (10) days prior to the next scheduled Board meeting. Leave of absence without pay shall not be allowed until all vacation leave credits have been used.

Each request for extended leave shall be responded to in writing within ten (10) calendar days after the next Board meeting following receipt of the request.

**7.1.1 Notice in Change of Status.**

It is the responsibility of the employee to notify the Superintendent in writing of any changes that will impact the employee's status with the District while on extended leave. By April 15, the District will send notification of intent to return to all employees on extended leave. Employees must notify the District by May 15 if the employee plans to return for the following year. If notice is not received by May 15, the District will consider that the employee has resigned.

**7.2 Sick Leave.**

The Employer shall grant leave with pay and accruing longevity for bona fide illness of an employee, to the extent of one day for each month of service of any employee, provided, however, that such sick leave earned shall be limited to twelve (12) days in any one year. Unused sick leave shall be allowed to accumulate from year to year to the legal maximum but shall lapse in the event of termination or voluntary resignation. When an employee leaves District employment their final warrant will reflect any necessary adjustment concerning leave usage due to front loading of sick leave in September of each year. Nine-month employees shall be allowed **twelve (12)** days sick leave per year. The District will provide the employees with an attendance incentive program according to [RCW 28A.400.210](#).

**7.3 Emergency/Personal Business Leave.**

Employees will be granted emergency/personal business leave with pay in the case of personal business or family emergencies. Personal business leave will be limited to **six (6)** days per year. Emergency leave will be granted as needed, as long as there is a leave balance. This leave will be deducted from the employee's accumulated sick leave. Advance notification shall be submitted to the supervisor whenever possible.

#### **7.4 Bereavement Leave.**

Five days bereavement leave shall be granted for each death in the employee's immediate family or immediate household. Bereavement leave shall be granted with no deduction from the absent employee's sick leave.

The immediate family shall be defined as parent, sibling (including in-laws), spouse, child, live-in partner, foster relationships, aunt, uncle, niece, nephew, grandparents and grandchildren of the employee or the employee's spouse. The immediate household shall be defined as all people living in the same family unit, not necessarily relatives.

One day of bereavement leave shall be granted for the death of a person of close personal ties with no deduction from the employee's sick leave, or for another family member not listed above. Extensions of up to four days shall be allowed and deducted from the employee's sick leave.

Notice of intent to use bereavement leave shall be given as it is for illness, injury and emergency leave.

#### **7.5 Judicial Leave.**

In the event an employee is summoned to serve as a juror, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. An employee whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during their service on jury duty or as a co-defendant with the District. The employee shall retain any expense reimbursement received from the court.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, provided that the employee is not a party to or involved in the action. If any witness fees are paid, that amount shall be deducted from the employee's regular pay. The employee shall retain any transportation, meal, or lodging expense reimbursement.

Judicial leave shall not be deducted from sick leave accumulation.

#### **7.6 Sick Leave Adjustment for Worker's Compensation.**

For a period of absence from work due to injury or occupational disease resulting from District employment, the employee shall file an application for Worker's Compensation in accordance with State Law.

If the employee has accumulated sick leave credit, the District shall pay the difference between his time loss compensation and his full regular salary unless the employee elects not to use his/her sick leave, provided that it is the responsibility of the District to make available a written explanation of such elective that includes procedures for maintaining health care benefits.

Until, the department of Labor and Industries determines eligibility for Worker's Compensation the District may pay sick leave, provided that the employee shall return any subsequent payment to the District.

Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this agreement.

Nothing herein pertains to a permanent disability award.

In the event of serious, extended illness, if the employee has no sick leave accumulated, the words, vacation leave may be substituted for sick leave above.

Paraeducators regularly assigned to a classroom serving students with a documented need for physical behavioral interventions, or who are regularly assigned to a specific student with such documented needs, shall be entitled to two (2) days of leave with pay per year in the event that the employee is unable to attend work due to an on-the-job injury caused by a student interaction. Eligibility for such leave shall be contingent upon the employee providing Labor and Industries (L&I) documentation from a medical professional recognizing a workplace injury occurred and prevented the employee from working during the two (2) days, even if no time-loss compensation is provided by L&I.

#### **7.7 Leave Without Pay.**

Any absence from duty with approval by the supervisor, for which equivalent leave has not been accrued, shall be considered as leave without pay and the value of the excess over the amount accrued deducted from the earnings of the employee, and clearly set forth in the payrolls affected.

#### **7.8 Military Leave.**

Employees enlisting or entering the military or naval services of the United States shall be granted all rights and privileges provided by Federal and State Laws.

#### **7.9 New/Adoptive Parents.**

If a new parent or new adoptive parent wants time off with no pay or benefits, he/she may do so for a period of twelve (12) weeks, or the balance of the school year in which the leave is requested, whichever is greater. Such leave should, whenever possible, be requested in writing to the Superintendent prior to the anticipated use of the leave **in alignment with [Board Policy 5400](#)**.

#### **7.10 Paid Family and Medical Leave (PFML).**

Commencing January 1, 2020, employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this program are established by the State. Information on this program is available through the Human Resources Department.

The District shall provide eligible employees appropriate notice of the program as required by state law.

Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD.

Employees may choose to use PFML prior to exhausting other paid leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

Upon request, employees can also use accrued paid leave to 'top off' Washington State Paid Family Medical Leave so that the employee receives the equivalent of their regular salary. Employees wishing to do so must communicate with Payroll prior to taking such leave. To receive pay for

accrued leave in addition to PFML, employees will first submit documentation to the District demonstrating the amount of pay the employee is receiving in PFML, so that the District can calculate the difference in pay and deduct it from accrued sick leave.

#### **7.11 Staff Development.**

The District will provide up to \$10,000 for District approved conferences, workshops, courses, seminars, registration fees, credit fess, course/workshop textbook/materials, mileage, housing, meals, professional memberships, in-service attendance, and other activities as mutually agreed upon with the supervising administrator. (See your building secretary or supervisor for forms or visit the District's website). The general deadline for requests will be June 15<sup>th</sup>, however, in exceptional circumstances requests will be accepted through August 31<sup>st</sup>.

Note: The Association will sign off on the final requests, but the principal/supervisor, along with the employee, agrees on activities other than what is noted above.

#### **7.12 Inservice.**

The District will provide for employees in the Association their normal hourly rate for attending district sponsored training. Attendance must be approved by their administrator and the superintendent or designee prior to the training occurring.

#### **7.13 Association Leave.**

The District shall provide release time for Association-related professional business such as president elect workshops, WEA rep assembly, Para Educator National Assembly, special training workshops, conferences, or other business mutually agreed by both parties. A maximum of 160 hours will be allowed without the expectation of compensation to the district from the Association. An additional 80 of Association leave may be granted with compensation to the district from the Association. In all cases involving Association leave, a request must be made in writing from the Association president to the supervisor and approved by the Superintendent or designee at least two (2) day prior to its intended used, whenever possible.

#### **7.14 Fundamental Course of Study.**

Staff will be paid their regular hourly rate of pay for attending district-required training on Fundamental Course of Study. Any required training time that extends beyond 40 hours per week will be extra pay at their hourly rate, including the overtime rate if it applies. Once the training is complete and all funds are received, the District will meet with the Association to discuss whether there are any leftover funds that could be used for additional training, or distributing the remaining funds evenly to those who received the 14 hours of training as long as the amount is at least \$20 per person.

**7.14.1** The District will provide 14 to 28 hours of paid time and access each year to the required courses for completion of the Fundamental Course of Study (FCS). Paraeducators who have completed the FCS shall be provided (14) hours of paid time each year, when funded by the State, to attain clock hours towards certifications as defined by OSPI.

When possible, training towards general subject matter or advanced certification beyond the fourteen (14) paid hours will be provided during the regular workday or year (ex. Concurrent with certificated training or in-service days, early release conference days, etc.)

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

## ARTICLE VIII

### HOLIDAYS

#### 8.1 Paid Holidays.

The following days shall be considered paid holidays. They shall be paid for regardless of which day of the week they may fall, except that if a holiday falls on a Saturday or Sunday the District shall retain the right to designate time off on Friday or Monday in lieu of an additional day's pay. An employee shall receive pay for holidays only in the months in which 30 hours or more have been worked. Non-Worked Holidays: Employees who are on the active payroll on the holiday and have worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such non-worked holiday. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs.

January 1	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day (February)	Thanksgiving day
Last Day of Spring Vacation	Day After Thanksgiving
Memorial Day	Day Before Christmas
July 4 <sup>th</sup>	Christmas Day

If Juneteenth is recognized by the District or by any other Bargaining Unit, it will be recognized for this Bargaining Unit (ESP) as well.

#### 8.2 Pay Rate for Holiday Work.

If any work is performed on such holidays, additional compensation shall be paid at time and one-half. No employee shall be called on such holidays for less than two (2) hours, which are to be paid for at time and one-half in addition to regular holiday pay. Employees shall be paid holiday pay commensurate with their work schedule.

## ARTICLE IX

### VACATIONS

#### 9.1 Vacation Schedule.

Employees scheduled to work twelve months of the year shall receive vacation days in accordance with the following schedule:

<u>No. years</u>	<u>Annual Vacation Days</u>
1	10
5	15
10	20
15+	25

Vacation days are in addition to established paid holidays. Longevity shall be used to determine the employee's length of service for vacation purposes. Whenever these vacation days are converted to hours, the conversion shall be on the basis of the employee's normal daily work schedule at the time the vacation days are accrued.

#### 9.2 Accrued Vacation Days.

A maximum of 30 days of vacation may be accrued unless exceptions are pre-approved by the District. Vacation accrued at the time of separation from employment shall be paid up to a maximum accrual of 30 days.

#### 9.3 Vacation Conversion to Sick Leave.

Any employee who is on vacation status and becomes incapacitated through illness, accident, or hospitalization shall have the right to revert to sick leave status. In such cases, the employee shall furnish a statement from a duly licensed physician.

## ARTICLE X

### HEALTH INSURANCE

#### 10.1 Insurance Benefits.

The District will provide employee health benefits to eligible employees through participation in the School Employees Benefits Board (SEBB). Information on SEBB benefits and eligibility are available at the SEBB website. The following is a summary of current SEBB benefits and eligibility criteria. These are subject to change by the State and the District will follow any subsequently changed rules or guidelines from the State to the extent they conflict with the following provisions.

#### 10.2 School Employees Benefit Board (SEBB) Program.

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

SEBB will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receive benefits.

Benefits provided by the SEBB will include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll through SEBB (e.g. increased AD&D, Long-term disability, etc.).

### **10.3 Dependent Coverage for the Purpose of SEBB.**

Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

### **10.4 Continuity of Coverage.**

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

### **10.5 Benefit Termination/End.**

Any Employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) resignations will not be effective and benefit coverage will continue until August 31.



**ARTICLE XI**  
**CLASSIFICATIONS AND WAGES**

**11.1 Hourly Wage Rates**

***(Effective September 1, 2023)***

JOB CLASSIFICATION	Step 1	Step 2	Step 3
<b><i>Para Educators</i></b> <i>(Support Instruction/General supervision)</i>	21.34	22.34	24.26
<b>Paraprofessionals Tech</b> <i>(Direct Supervision/Required documentation/Plan Primary Program)</i>	24.66	25.94	27.56
<b>District Translator</b> <i>(specialized industry certification)</i>	38.19	39.65	40.80
<b>Food Service Asst. Supervisor</b>	32.76	33.93	36.29
<b>Food Service II</b> <i>(Cook/Baker/Pantry/Operations/Commodities)</i>	24.66	26.76	27.80
<b>Food Service I</b> <i>(Worker/Driver)</i>	18.51	19.71	21.14

The wages above for 2023-24 include the annual salary inflationary adjustment required by RCW 28A.400.205, which is 3.7% for 2023-24, plus an additional 1.3% wage increase, for a total increase of 5%.

***(Effective September 1, 2024)***

JOB CLASSIFICATION	Step 1	Step 2	Step 3
<b><i>Para Educators</i></b> <i>(Support Instruction/General supervision)</i>	22.51	23.57	25.59
<b>Paraprofessionals Tech</b> <i>(Direct Supervision/Required documentation/Plan Primary Program)</i>	26.02	27.37	29.08
<b>District Translator</b> <i>(specialized industry certification)</i>	40.29	41.83	43.04
<b>Food Service Asst. Supervisor</b>	34.56	35.80	38.29
<b>Food Service II</b> <i>(Cook/Baker/Pantry/Operations/Commodities)</i>	26.02	28.23	29.33
<b>Food Service I</b> <i>(Worker/Driver)</i>	19.53	20.79	22.30

The wages above for 2024-25 include the annual salary inflationary adjustment required by RCW 28A.400.205, which is **estimated** at 3.9% for 2024-25, plus an additional 1.6% wage increase, for an estimated total increase of 5.5%.

Note: if the estimated inflationary adjustment of 3.9% changes, this chart will be changed to reflect the actual inflationary adjustment.

## **11.2 Pay in Lieu of Vacation.**

Bargaining unit employees, hired before 9/1/86, who were employed at less than year-round status will receive pay in lieu of vacation equal to:

Para Educators and Paratechs:	.91 per hour
Food Service Assistant Supervisor:	\$1.11 per hour
Food Service II workers:	\$1.07 per hour
Food Service I workers:	.80 per hour

- 11.3** Para Educators working in an EBD (Emotional Behavior Disorder) and Para Educators currently working within a DD (Developmentally Disabled) program assignment shall receive a \$2.00 per hour pay differential. Note: all students within the special education pre-school program are considered DD and/or EBD (Emotional Behavior Disorder).

**Note: The Association and the District will meet within the first six (6) months of the 2023-2024 school year to clarify the EBD/DD job descriptions and duties.**

- 11.3.1** All positions, having 4 hours or more, will be eligible for an increase in the hourly rate of \$0.82 per hour for an AA degree, or 90 or more college credits in their related field. The state-funded IPD for classified employees will be applied annually to the Degree/College Credits/Coursework stipends.
- 11.3.2** All positions, having 4 hours or more, will be eligible for \$0.55 cents per hour added to their hourly rate for 50 or more verified hours, \$0.77 cents per hour for 100 or more verified hours of successfully completed, District approved coursework outside the work day related to job requirements. Employees may request approval for hours meeting the above criteria obtained within (5) five years from the time of request. The state-funded IPD for classified employees will be applied annually to the Degree/College Credits/Coursework stipends.
- 11.3.3** Wage enhancements for the above credits and certificates will be in effect the following month after verification.
- 11.3.4** District – wide, Staff Development Days, conference days, staff training days, all-staff day, and State Inservice days in which the district participates: Para Educators/Para Techs and Food Service Workers will be paid their normal rate of pay beyond their normal hours for attending district-sponsored training, department-specific training or building trainings on those days.
- 11.3.5** Library Technicians will receive ten additional days each school year for the purpose of set up and inventory as long as there is no certificated librarian responsible for such duties.
- 11.3.6** Bilingual employees who are required to use another language as outlined in their job description shall receive a \$1.25 pay differential.

**11.4 Salary Advancement.**

Eligibility for salary schedule advancement will be based upon the employee's years of seniority and would not incur an economic loss if the new classification designates a same or greater wage rate. Therefore: 1) Advancement from one step of the schedule to another will occur only on September 1; 2) Employees whose first day of work for the District occurred before March 1 of a year will be credited with a year of employment for salary schedule advancement purposes; 3) Employees whose first day of work for the District occurred on or after March 1 of a year will have zero years of salary schedule advancement credit by the following September 1.

**11.5 Salary Compliance.**

All bargaining unit employees shall be paid their salary in twelve (12) monthly installments. Employees whose regular work day is shortened on the scheduled early release days shall have the negative salary impact deducted in the following month.

**11.6 Higher Classification Pay.**

If an employee is assigned by their supervisor or designee to fulfill the duties of an employee working in a higher paid classification he/she will be paid Step 1 of the higher wage rate, or at the next highest Step so as not to incur an economic loss for the hours worked. When the employee works in a higher paid classification for five (5) or more consecutive days, on the sixth day, they will be granted their current step at the higher wage rate, or at the next highest Step so as not to incur an economic loss, for the hours worked.

**11.7 Travel Reimbursement.**

When acting in accordance with assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed. Reimbursement for such travel shall be at the prevailing state rate in effect at the beginning of each school fiscal year.

**11.8 Longevity Stipends.**

Longevity stipends shall be paid to employees for their years of service within the bargaining unit as follows.

5 years:	\$.55 per hour
10 years:	\$.70 per hour
15 years:	\$.75 per hour
20 years:	\$.80 per hour
25 years:	\$.85 per hour

The longevity stipend will apply only to those employees who are regularly scheduled to work twenty (20) or more hours per week and whose first day of work for the District occurred before March 1 of the year. Longevity shall be broken by a lay-off of fifteen (15) months, by voluntary resignation (unless re-employed within six (6) months), or by termination for just cause.

**11.9 Building Leadership Positions.**

The building principal will define the roles and expectations of the leadership positions within his or her building according to program need. For building leadership positions, ESP will recommend

two employees from each school to the building principal no later than September 10. All candidates must meet the qualifications set forth by the principal. Each building principal will interview and select one representative prior to September 20 of each year. If the principal has supporting evidence that neither of the selected staff members have the experience, knowledge, or leadership abilities to fulfill the job of the building leadership position, the principal can require that ESP recommend two other candidates for consideration.

In the event the needs of the Association or Administration are not being met effectively by the person holding the leadership position, either party may request that a different leader be selected according to the aforementioned selection process.

Building Leaders will be paid up to 50 hours/year at their per diem rate of pay for team-related activities/work.

#### **11.10 Classroom Teacher Coverage.**

In the event that any unit member is requested or directed by an administrator to cover a classroom for a teacher for more than one (1) continuous hour at the elementary level, or one (1) continuous period at the secondary level, the employee will be paid an additional \$5 per hour, in 15-minute increments, for the time they covered the class. Employees who substitute for the teacher (i.e. have a valid emergency or other teacher's certificate) are compensated under the terms of the certificated collective bargaining agreement.

#### **11.11 Special Needs Bus Duty.**

Paraeducators assigned to ride with Special Needs students on the school bus shall be paid at the rate of \$1.25/hour in addition to their regular rate of pay for all time spent on the bus.

#### **11.12 Health Room Paraeducators.**

Health Room Paraeducator Techs shall be provided up to a combined total of (15) hours to be worked prior to the start of the school year and at the end of the school year for the preparation and closure of the health room, with the scheduling of the hours to be determined in consultation with the principal. Health Room Paraeducator techs can request additional hours.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

#### **12.1 Definitions.**

##### **12.1.1 Grievance.**

A grievance is a formal process of appeal of an alleged misinterpretation or misapplication of this Collective Bargaining Agreement.

##### **12.1.2 Grievant.**

Shall mean an individual who is personally and adversely affected. The Association may file a grievance when there has been a violation of this Agreement.

## 12.2 Procedure for Processing Grievances.

See grievance timeline and grievance form - Appendix A. The Grievant shall first discuss the problem informally with the immediate supervisor.

**Step 1.** A Written Statement of Grievance must be presented to the employee's immediate supervisor within twenty (20) working days after the occurrence that prompted the grievance or after the employee and/or Association should have reasonably been aware of the incident resulting in the grievance, whichever is later.

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

The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which his/her decision was based. It shall be answered within ten (10) working days of receiving the grievance and a copy of the grievance, the supervisor's decision(s), and all supportive evidence shall concurrently be sent to the grievant.

**Step 2.** If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent Level (or his/her designated representative) within five (5) working days of receipt of the decision rendered in Step 1.

The Superintendent or his/her designated representative shall inform the grievant within ten (10) working days when the grievance meeting with the grievant(s) is scheduled to be held.

The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant, within ten (10) working days from the conclusion of the meeting.

**Step 3.** Board of Directors: If no satisfactory settlement is reached at Step 2, the grievance may be appealed to Step 3, Board of Directors, within ten (10) working days after receiving the disposition of the Superintendent.

If the grievance is submitted to the Board, the Board, within twenty (20) days (30 days when the School Board meets only once during a month), may meet with the grievant or review grievance documents in executive session and give such grievance the consideration it shall deem appropriate.

The disposition by the Board shall be made to the grievant within ten (10) working days of the meeting.

**Step 4.** Mediation Optional: In the event that the grievant is not satisfied with the disposition of the grievance by the Board, the Association may request grievance mediation. Both the District and the Association must agree in writing to submit a grievance to mediation. See Grievance Procedure Timelines for timelines.

**Step 5.** If no satisfactory settlement is reached at Step 3, the Association, within ten (10) working days of the receipt of the Step 3 decision, may appeal the final decision of the Employer to

a specific individual to be selected by mutual agreement of the parties. The employer shall request a list of Arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service or any other administering body having qualified arbitrators. Selection of an arbitrator shall be made within ten (10) days and shall be agreeable to both parties or the parties shall request another list. Any grievance not advanced by the grievant from one Step to the next within the time limits of the Step shall be subject to no further processing. If the District does not respond within the time limits at any one of the steps, it shall automatically move the grievance to the next step. All timelines may be extended by mutual consent of both parties.

### **12.3 Jurisdiction of the Arbitrator.**

The Arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association, and the grievant(s).

### **12.4 Association Grievances.**

Association grievances are to be lodged at Step 2, within the Step 1 timelines.

### **12.5 Costs of Arbitration.**

The fees and expenses of the Arbitrator shall be shared by the District and Association. The cost of any cancellation of a scheduled arbitration session shall be borne by the party responsible for the cancellation.

ARTICLE XIII

DURATION CLAUSE  
and  
RELATIONSHIP AGREEMENT BETWEEN

**Shelton Educational Support Personnel and Shelton School District.**

This agreement shall be effective September 1, 2023 through August 31, 2025.

The parties agree to reopen this Agreement for further negotiation on individual items any time, upon agreement of both parties.

Signed this 13 day of September, 2023.

**Shelton School District No. 309**

Keri Davids  
[Signature]  
Sandy Gargwell  
Karla Knudsen-J.  
L. Culmer

**Shelton ESP**

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

Wyeth Jensen

Secretary  
Board of Directors  
Shelton School District No. 309

**APPENDIX "A"**  
**Shelton School District and ESP**  
**FORMAL GRIEVANCE FORM**

Name of Grievant: (print) \_\_\_\_\_

Assignment: \_\_\_\_\_ Location: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Person to whom grievance is submitted: \_\_\_\_\_

Specific contract article(s) violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of grievance (how violated): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date violation occurred: \_\_\_\_\_

Date grievant became aware of violation:

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant

Date Filed

Give the original signed grievance to the person with whom the grievance is filed. Send one copy each to the superintendent and association president. Keep one copy.

\_\_\_\_\_

Signature of Supervisor

Date Received



**SHELTON SCHOOL DISTRICT NO. 309  
CLASSIFIED EVALUATION FORM  
APPENDIX "B"**

Employee Name: \_\_\_\_\_

School/Department \_\_\_\_\_ Assignment \_\_\_\_\_

Employee Status ( ) Probationary ( ) Regular

<b>Unacceptable</b>	<b>Developing</b>	<b>Proficient</b>	<b>Mastery</b>
Unable to demonstrate an understanding of their job assignment or complete tasks on a regular basis.	Understands their job assignment and is working to improve, but additional assistance or redirection may be needed to complete tasks.	Demonstrates a thorough understanding of the job assignment and is able to complete tasks with little to no redirection.	Thoroughly understands the job assignment and demonstrates excellence. Takes the initiative to go above and beyond expectation.

**PERFORMANCE CRITERIA**

**1. Job Knowledge:** Information and understanding of job requirements.

Unacceptable       Developing       Proficient       Mastery

- 1.1 Possesses, maintains and demonstrates competence in assigned field.
- 1.2 Demonstrates proficiency in the proper use of methods, materials and equipment.
- 1.3 Demonstrates the ability to understand, interpret and follow plans and/or instructions.
- 1.4 Demonstrates proficiency in the proper application of rules, regulations and codes.
- 1.5 Continues to develop professionally.

Comments:

**2. Initiative:** Self-motivated to achieve job expectations.

Unacceptable       Developing       Proficient       Mastery

- 2.1 Works independently within reasonable guidelines.
- 2.2 Is able to assess tasks needed to complete objectives.
- 2.3 Contributes information thoughtfully.
- 2.4 Actively looks for ways to improve the work environment.
- 2.5 Willingly helps others.

Comments

**3. Adaptability:** Ability to adjust to new assignments or working conditions.

Unacceptable       Developing       Proficient       Mastery

- 3.1 Demonstrates flexibility in accepting work assignments.
- 3.2 Strives to learn new skills and/or information pertinent to job assignment.
- 3.3 Interacts well with a variety of colleagues.
- 3.4 Adjusts readily to emergency and/or temporary demands.

Comments:

4. **Dependability:** Degree to which employee can be depended upon to complete tasks.

Unacceptable       Developing       Proficient       Mastery

- 4.1 Completes tasks in a timely manner.
- 4.2 Follows directions well.
- 4.3 Requires minimal supervision while doing familiar tasks.
- 4.4 Supports fellow employees in the fulfillment of their assignments.

Comments:

5. **Interpersonal Skills:** Cooperative, considerate, tactful, understands instructions, communicates with other effectively.

Unacceptable       Developing       Proficient       Mastery

- 5.1 Interacts and works well with others.
- 5.2 Works to improve morale.
- 5.3 Supports a “team player” environment.
- 5.4 Communicates clearly, tactfully and appropriately with others.
- 5.5 Employs professionally appropriate language, demeanor and appearance.

Comments:

6. **Safety:** Attention to safety standards for self/others/district.

Unacceptable       Developing       Proficient       Mastery

- 6.1 Employs procedures, rules, codes and/or ordinances prescribed by district, state and local entities.
- 6.2 Follows safe and acceptable practices when utilizing equipment, materials, vehicles and/or tools.
- 6.3 Is observant to the well-being and safety of others at all times.
- 6.4 Participates in district sponsored safety and health related training.

Comments:

7. **Attendance and Punctuality:** Maintains prompt and timely attendance and fulfillment of responsibility.

Unacceptable       Developing       Proficient       Mastery

- 7.1 Adheres to assigned work days and hours.
- 7.2 Demonstrates proper use of leave.
- 7.3 Maintains punctuality and is ready to work during assigned hours.
- 7.4 Gives supervisor reasonable notice when intending to utilize leave.

Comments:

8. **Quality of Work:** Accuracy, thoroughness and effectiveness of work.

Unacceptable       Developing       Proficient       Mastery

- 8.1 Performs work in accordance with generally accepted professional standards.
- 8.2 Assignments are completed with work areas left neat and safe.
- 8.3 The employee takes pride in his/her work.
- 8.4 The employee asks for help and/or advice from fellow employees and/or supervisor when needed.

Comments:

**Recommendations for continued growth:**

In summary, based upon adopted criteria, that this employee's overall performance has been  
( ) **satisfactory**; or  
( ) **unsatisfactory** during the evaluation period covered by this report.

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Both signatures are required. Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation.*

**Employee's comments if desired:**

**ESP**  
**VACATION APPLICATION**  
**12 MONTH EMPLOYEES**

NAME \_\_\_\_\_ Date of application \_\_\_\_\_  
 (Print)

I request vacation from:

\_\_\_\_\_ through \_\_\_\_\_

My second choice is from:

\_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_  
 Signature of Applicant

*Deliver the application to your immediate supervisor no later than September 1, or 4 weeks prior to request during the school year.*

**Supervisor's Action**

\_\_\_\_\_ Approved as requested

\_\_\_\_\_ Approved as follows: From \_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_ Denied because:

\_\_\_\_\_  
 Supervisor's signature

\_\_\_\_\_  
 Date

*Original copy to employee; copies to payroll and supervisor's file.*

## APPENDIX “D”

### Placement Criteria for Para Educators and Para-Technical Staff Shelton School District

The following describes typical differences in assignment duties, responsibilities and functions within the Para Educators and Para-Technical positions, which will serve as a tool for categorical placement (Para Educator or Para-Technical Assistant).

#### Para Educator

- ❑ Possesses minimal certification that is required by the district and/or state and that is required of all Para Educator, Para-Tech staff.
- ❑ Supports instruction and/or student activities generally under the direct supervision of certified staff.
- ❑ Activities within assignment are generally prescribed by certified staff and/or pre-established plan ratified by district.
- ❑ General supervision of students during unstructured activities (i.e., recess, bus, lunchroom duties).
- ❑ General supervision of students during structured non-instructional activities (i.e., recess, detention).

#### Para-Technical Assistant

- ❑ Possesses special certification, directly related to the job that is required to perform assigned duties, and/or;
- ❑ Designs and presents instruction to students generally independent of certified staff, and/or;
- ❑ Scripts primary program activities which includes but is not limited to regular planning, organizing and directing student activities and assessing student performance. Regularly maintains records that are subject to audit and critical to meeting state and/or federal mandates, and/or;
- ❑ Engages in complex tasks which may be subject to direct legal scrutiny, training and experience to execute.

## **Appendix “E”: What Does “Just Cause” Mean?**

The concept of ‘just cause’ referenced in Section 5.1, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:

1. Notice: Did the District give the employee forewarning of the possible consequences of the employee’s conduct?
2. Reasonable Rule or Order: Is the District’s rule, or the supervisor’s order reasonable for the orderly, efficient or safe operation of the District?
3. Investigation: Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
4. Fair Investigation: Was the investigation conducted fairly and objectively?
5. Proof: Did the person making the decision about the employee’s conduct obtain sufficient evidence to substantiate the decision?
6. Equal Treatment: Has the District applied its rules and penalties even-handedly?
7. Penalty: Was the discipline reasonably related to the seriousness of the offense and the employee’s past record?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the Association, District or employees in any particular case.

Memorandum of Understanding  
Between the Shelton School District  
And  
The Shelton Educational Support Personnel

Whereas, the Shelton Educational Support Personnel (“Association”) and Shelton School District (“District”) agree that Section 11.9 of the Collective Bargaining Agreement (CBA) does not best meet the needs of the District or Association;

Whereas, the Association and District wish to replace the current language in Section 11.9 of the CBA with language that better meets the needs of the District and Association;

Therefore, the Association and the District agree to the following:

The current language in Section 11.9 of the CBA will be stricken and replaced with the following:

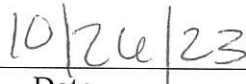
The building principal will define the roles and expectation of the leadership position within their building according to program needs. Each building will have one ESP member on their leadership team. The District will post the ESP leadership position in alignment with Section 6.3 of the CBA.

ESP members on the leadership team shall be paid up to 50 hours each school year at their per diem rate of pay via timesheet for leadership team related activities/work.

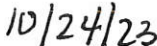
In the event the needs of the Association or Administration are not being met effectively by the person holding the leadership position, either party may request the position be filled by a different ESP member by re-posting the position in alignment with Section 6.3 of the CBA.

This language is effective November 1, 2023, and shall be incorporated into the CBA when it is renewed.

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
Date