

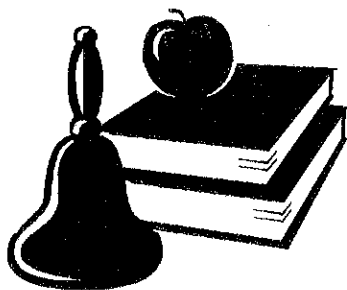
# **AGREEMENT**

**Between**

**OLYMPIA SCHOOL DISTRICT NO. 111**

**And**

**OLYMPIA PARAEDUCATORS  
ASSOCIATION**



**SEPTEMBER 1, 2010 through AUGUST 31, 2012**

## **PREAMBLE**

Pursuant to RCW 41.56, the Public Employees Collective Bargaining Act of 1967, this document constitutes an Agreement between the Olympia School District, hereinafter called the "District and the Olympia Paraeducators Association (affiliated with the Educational Support Professionals/Washington Education Association/National Education Association), hereinafter called the "Association."

## **ARTICLE I—ADMINISTRATION**

### **Section 1      RECOGNITION**

- 1.1      The District hereby recognizes the Association as the exclusive bargaining representative for all District Paraeducators excluding any person who is assigned supervisory duties or whose duties as supervisor, administrative assistant or secretary necessarily imply a confidential relationship to the District. Temporary and substitute employees shall not be covered by this Agreement, provided the parties have entered into a letter of agreement (see Attachment A) regarding the representation of Student Specific Paraeducators.
- 1.2      The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association. Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine, and words denoting number shall include both the singular and plural.

### **Section 2      MAINTENANCE OF STANDARDS**

- 2.1      The District agrees that during the life of this Agreement wages and benefits expressly provided in this Agreement shall not be diminished within the limits of funds available; and the conditions of employment will be improved wherever express provisions and improvement are made in this Agreement.

### **Section 3      CONFORMITY TO LAW**

- 3.1      This Agreement shall be governed and construed according to the Constitution and Law of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
- 3.2      In the event a provision(s) is determined to be contrary to law, the practice or provision shall be terminated and shall be renegotiated within a reasonable amount of time.

### **Section 4      DISTRIBUTION OF AGREEMENT**

- 4.1      Promptly following ratification, the District shall duplicate this Agreement and make copies available to the Association for distribution. Ten additional copies shall be provided to the Association and the District. All employees new to the District shall be provided a copy of the Agreement by the District. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

**Section 5**      **AGREEMENT/ADMINISTRATION/INTERPRETATION**

5.1      Upon written request by either party, the Association official(s) and District representative(s) shall meet to discuss problems relating to interpretation or application of this Collective Bargaining Agreement. When a request is made, the meeting shall be held within a reasonable amount of time.

**Section 6**      **STATUS OF AGREEMENT**

6.1      Any provision(s) of this Agreement that specifically and plainly conflicts with a District written policy or administrative rule will supersede said policy or rule.

**ARTICLE II—BUSINESS**

**Section 1**      **RIGHTS OF THE ASSOCIATION**

1.1      The District agrees to furnish to the Association, upon written request, available information concerning the District, evaluation forms applying to employees covered by this Agreement, the annual budget, end of the year fiscal report, directory of personnel, S-275 and current payroll information (current usage and benefit amounts provided employee) for the bargaining unit. The District agrees to provide the Association a copy of the monthly classified Personnel Action Report.

1.2      The Association shall have the right, contingent upon approval by the site administrator, to hold meetings on school property provided that such meetings are outside working hours of the employees.

1.3      The Association is allowed to use the District's inter-building mail service and District-authorized mail boxes for communication purposes in compliance with state laws and regulations and the terms and conditions of this Agreement, provided that the use of the mail service shall not disrupt or interfere with normal school District operation.

1.4      The Association will have the right to use District equipment such as technology equipment and photocopy machines pursuant to the following guidelines:

- A.      Such use of District equipment shall be subject to the approval of the site administrator and shall not be approved when such use will interfere with the school program.
- B.      The Association shall reimburse the District for any cost to the District incurred by such use of equipment including the cost of any repairs or damages to equipment, which results from Association use.

1.5      The Association will designate a conference committee of two members and the president who may meet with the Superintendent and/or his designated representative on a mutually agreeable basis to discuss appropriate matters. Such meetings shall not be convened for the purpose of negotiations.

1.6      The parties agree that no waiver or variance to this agreement shall be approved or deemed valid without the agreement and approval of each party. The parties will develop collaboratively a process by which variances to this agreement will be considered.

**Section 2      ASSOCIATION SECURITY**

- 2.1 All members of the bargaining unit shall, within 30 days of hire as a condition of employment, be a member of the Association or pay an amount equal to the dues of the Association.
- 2.2 The District shall, upon written authorization of the employee, deduct from the employee's salary each pay period the dues required for membership or for nonmembers thereof, a fee equivalent to such dues. This provision safeguards the right of non-Association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the public employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.
- 2.3 The District shall upon receipt of an appropriate authorization form, make a monthly payroll deduction and transmit same to the designated recipient.
- 2.4 The District shall transmit the dues to the treasurer of the Association each pay period.
- 2.5 The Association shall indemnify and hold the District harmless from and against any and all claims, demands, charges, or suits instituted against the District which shall be based upon or arise out of any action taken by the District in accordance with or arising out of the foregoing provisions of this section.

**Section 3      MANAGEMENT RIGHTS**

- 3.1 The Board, acting in behalf of the electorate of the school District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States.
- 3.2 It is expressly agreed that all rights, except those rights clearly relinquished herein by the District, are reserved to and shall continue to vest in the District.

**ARTICLE III—PERSONNEL**

**Section 1      EMPLOYEE RIGHTS**

- 1.1 The District agrees that each employee has the lawful right to organize, join and support the Association for the purpose of legally engaging in collective bargaining or negotiations.
- 1.2 Nothing contained in this Agreement shall be construed to deny or to restrict any employee rights she/he may have under applicable laws and regulations.
- 1.3 Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee outside the workplace or the lack thereof shall be grounds for any discipline or unlawful discrimination by the District.
- 1.4 The parties acknowledge their responsibilities in terms of nondiscrimination and equal employment opportunity. All terms and conditions of this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or

Vietnam era veteran, age, sex, marital status, or the presence of a handicap except in those instances where age, sex or the absence of a handicap may constitute a bona fide occupational qualification. Administration and application of the Agreement that is not contrary to federal or state law shall not be considered discrimination under this article. The private and personal life of any employee is not within the appropriate concern or attention of the District unless their job performance is affected.

- 1.5 The District agrees not to contract out for services covered by this contract without having first conferred with the Association on that issue.

**Section 2      EMPLOYMENT PROCEDURES**

- 2.1 An employee shall be considered on probationary status for the first 90 school calendar days of employment and shall be subject to termination at the discretion of the employer.
- 2.2 By November 1, the District will provide the Association a seniority list ranking each employee from greatest to least seniority.
- 2.3 Any employee who is resigning shall give two weeks notice. A resigning employee shall receive benefits to which he/she is entitled.
- 2.4 Existing staff will be made aware of and considered for additional hours prior to those hours being offered to individuals outside of the building.

**Section 3      WORK AND OVERTIME**

- 3.1 If practical not later than one week prior to the first day of student instruction, each employee will be notified in writing of his/her tentative hours of work, work site, and date to report to work. A definite work schedule will normally be assigned by September 30.
- 3.2 Employees will be given a week's notice if a change must be made in the work schedule, unless a change with less notice is required by an emergency. Employees will be given written notice if the change involves an increase or decrease in hours of such changes.
- ~~3.3~~ If added duties cause an employee to work overload hours on a regular basis, such hours will be counted for insurance, vacation and sick leave benefits beginning after fifteen (15) consecutive work days. This provision applies the use of Attachment G Basic Education Monthly Overload Compensation Form and/or Attachment H Special Education Monthly Overload Compensation Form to document hours throughout the current year and, if continuous, during the subsequent year.

The District will annually provide a letter to all employees explaining the overload provisions in the contract.

- 3.4 All employees shall be allowed at least a one-half hour duty free lunch period within a working day of more than four hours, for which lunch period the employee shall not be paid. Employees will be granted rest breaks consistent with the employee's work assignment, ten minutes for each four hours of work time. Employees shall be entitled to a ten-minute rest period, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as close as possible to the mid-point of the work period. Each Paraeducator's schedule will reflect the rest period.

- 3.5 When an employee is scheduled to travel from one work assignment to another, travel time shall be provided in addition to the employee's duty free lunch break. Paraeducators may claim mileage for required travel between work assignments. Mileage is to be reimbursed at the Internal Revenue Service current rate.
- 3.6 Any in-service training jointly organized by the Association and the District at which attendance is required will be at the employee's regular rate of pay. Fiscal resources permitting, each Paraeducator shall be provided an opportunity to participate in twenty-two (22) hours per year of in-service training at regular pay at the direction of the building principal. New Paraeducators shall have three years from their hire date to complete their core competency training. The District will reimburse all approved direct costs to employees whom it requires to take classes or trainings. The district shall provide specialized staff development opportunities for all OPA members to stay current with the best practices and promote professional growth. If the District does not provide appropriate opportunity for specialized staff development, a paraeducator may apply for compensation at their regular rate of pay for the number of hours not provided, not to exceed twenty-two (22). Compensation may be made to the paraeducator upon District review of the application by Staff Development and K-12 Teaching and Learning administrators. Up to two (2) hours of the available twenty-two (22) hours of staff development time will be provided in order to disseminate and discuss a school's School Improvement Plan (SIP) or similar document reflecting a school's goals, plans and initiatives. An additional ten (10) hours of staff development training will be provided to employees working in identified District Specific Programs.

Employees can earn a \$200.00 stipend annually for completion of 20 clock hours of recognized in-service training provided by OSD, ESD, WEA, or other professional education organizations. The District will keep a record of all Paraeducator clock hours once they have been submitted by the Paraeducator. Earned clock hours will be banked for two years from the time of their issuance. At the beginning of each school year the District will review the clock hours of recognized training submitted by the Paraeducator. Evidence of such training must be presented no later than the 10<sup>th</sup> day of September. If over the previous two years the employee has accumulated 20 or more clock hours, and those hours have not already been utilized to qualify for a previous stipend, the employee will be awarded a \$200.00 stipend to be issued in a single lump sum payment in the October payroll warrant. Clock hours that are in jeopardy of expiring shall be used first. If it is necessary to break up a group of clock hours in order to meet the required amount of 20 hours the District shall use the oldest group of hours first and take whatever portion is needed and bank the remaining amount until they are utilized or expire, whichever comes first.

The District shall provide the Association with a copy of the Staff Development Tracking Report by February 10<sup>th</sup> of each year. This will enable employees to plan their professional growth for the remainder of the year.

The District and the Technology Department will develop a District Technology Training Program for Technology Support Personnel. All Technology Support Personnel must obtain certification within one year of hire (or within one year of the establishment of the program). This program should be in addition to the regular and ongoing training of personnel that is necessary to keep up with the rapid pace of technological change. Technology Support Personnel must be provided two and one-half (2.5) days opportunities for certification in addition to and not in lieu of staff development.

- 3.7 Each employee for whom constructive tasks are available shall maintain his/her regular hours of employment during conference week unless, prior to conference week, the

employee requests shorter hours to conform to the student schedule. An employee who works shorter hours during conference week may either submit a time slip to deduct the number of hours not worked, or the employee's administrative supervisor shall direct alternate work responsibilities in lieu of shortened hours for those employees who do not want shortened hours. Any hours deducted will appear in the payroll warrant for the month submitted.

Employees will have the option of working up to four hours, on other than a student day, in exchange for release time from an early release day or a day that parent/teacher conferences take place. The use of this time shall be cooperatively planned with the principal or Paraeducator's direct supervisor.

Health room Paraeducators may work an additional eight hours prior to the start of the school year and three hours at the end of the school year for the preparation and closure of the health room.

- 3.8 Employees who chaperon for the Cispus Outdoor Program shall be compensated at their regular rate of pay, per hour, for their usual daily hours worked; for the remaining time, they shall be compensated at the base rate. Compensation is based on a twenty-four-hour (24) workday. Employees shall also receive the usual IRS mileage reimbursement.
- 3.9 Technology support employees shall work an additional five (5) days either prior to the start of the school year or the end of the school year in order to restore all hardware systems prior to the beginning of the school year and/or store and inventory all hardware for the summer. An additional twelve (12) hours shall be added beginning in the 2005-06 contract year, as directed by District Administration.
- 3.10 Paraeducators responsible for an individual or group(s) of students will be provided paid time for the purpose of prepping instructional activities as directed. Building administrators and teaching staff shall develop strategies for on-going collaboration and planning time with Paraeducators in order to support student achievement and site improvement plans. Each paraeducator will receive a copy of their site's School Improvement Plan (SIP) following Board ratification.
- 3.11 All Paraeducators required to participate in department meetings, staff meetings, IEPs and site-based meetings beyond their scheduled work day will be time slipped at their regular hourly rate of pay.
- 3.12 A stipend will be provided as compensation for unit members involved in staff development planning and presentations. When planning activities are necessary in order to prepare for staff development presentations, a stipend of \$50 per actual workshop hour will be provided to be shared equally among those involved in the planning process. If the planning activity occurs during the individual's scheduled workday, the individual must be in a leave without pay status to be eligible to receive stipend compensation. Compensation will also be provided at the individual's normal hourly rate during the workshop presentation as long as the workshop is conducted outside the normal workday.
- 3.13 The District agrees to pay the cost of the ParaPro Assessment, for all Title 1 funded Paraeducators or those Paraeducators working in Title 1 designated school-wide buildings hired prior to January 8, 2002. Each Paraeducator hired prior to January 8, 2002 shall be able to use any portion of the twenty-two hours referenced above in Section 3, Paragraph 3.6 to participate in trainings or other activities designed to promote success on the ParaPro Assessment. The District will provide training sessions, workbooks and practice

examinations to Paraeducators at no cost in an effort to successfully prepare them for the administration of the assessment. Training sessions shall be provided for Title 1 Paraeducators first, then made available to any other Paraeducators interested in serving Title 1 students. Testing shall be provided within the Paraeducators workday.

- 3.14 In the event of snow or other such natural events, employees will make an effort to get to work on time, based on the site's inclement weather plan. When schools starts late due to emergency conditions, employees will notify their supervisor that they may arrive late and take 1) a salary deduction for the time missed 2) work their regular scheduled time or 3) arrange with their supervisor to make up the time missed. If the employee cannot travel to work safely, they may choose to utilize emergency leave.

When school closes early due to emergency conditions employees may, with the approval of their supervisor, leave early and 1) take a salary deduction for the time missed 2) work their regularly scheduled time if safety permits or 3) arrange with their supervisor to make up the time missed.

- 3.15 A) Any paraeducator assigned to bus duty with one (1) hour or less between any bus duties will remain on the clock and remain at the worksite or on the bus. If a paraeducator chooses to leave the site, the paraeducator must clock-off and will not be paid for the layover time.
- B) Any paraeducator assigned to bus duty may be assigned appropriate tasks during layover time for which the paraeducator is paid at the regular hourly rate.
- C) Paraeducators assigned to bus duty who report to work at their regular or notified time and not put to appropriate paraeducator work shall receive two (2) hours of pay.
- D) Paraeducator work will not be performed by other employees when a paraeducator is available for bargaining unit work.
- 3.16 Paraeducators who are asked to extend their shift and substitute for another paraeducator shall receive their regular rate of pay for such time. Total time worked may not exceed forty (40) hours per week.
- 3.17 Paraeducators will not be required to perform work outside of their typical OPA duties which is regularly performed by an employee with a higher rate of pay. When asked to perform such work as a substitute, the paraeducator shall be paid their regular rate plus 6% of their base pay per hour for continuous work of four (4) hours or more.

#### **Section 4      TRANSPORTATION REIMBURSEMENT**

- 4.1 An employee will, upon filing a travel voucher, be reimbursed for required travel due to assigned duties between one District building site and another. If another Paraeducator from the Association substitutes for the above employee, they will be reimbursed for required travel due to assigned duties between one District building site and another.

#### **Section 5      PARAEDUCATOR SALARY SCHEDULES**

- 5.1 The salary/benefit settlement will be in compliance with applicable state regulations. In the event that competent legal authority finds the District to be out of compliance with such regulations, the District shall automatically adjust wage rates and/or insurance amounts

YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
2010-11	12.02	12.44	12.90	14.02	15.04
2011-12	12.13	12.56	13.03	14.16	15.19
2012-13	12.13	12.56	13.03	14.16	15.19

after informing the Association. Should the Association disagree with such adjustment, the parties will meet to negotiate the amount and/or application of the adjustment. The adjustment shall remain in effect during negotiations.

5.2 Increments will be granted to all new employees who have worked 90 days or more in the previous school year.

5.3 Unless otherwise required by law, the seniority of an employee shall be defined as the length of the employee's continuous service within the bargaining unit. Breaks in service of one calendar year or less shall be considered as continuous employment. The parties agree that the following rules apply under RCW 28A.58.099 and the current agreement between the parties:

Step credit for salary schedule placement shall be granted to employees with prior service as regularly employed Paraeducators in Washington state school districts, including the Olympia District and similar experience working directly with students in K-12 programs in other school districts in or out of the State of Washington or accredited private schools.

Step credit for salary schedule placement shall be granted to any Paraeducator with prior work experience or District level certification related to specialized or technical job duties, in either the private or public sectors. Placement determination to be made by the Personnel Office not subject to appeal.

To receive credit for prior service, Paraeducators shall provide proof of service (on forms to be supplied by the District) within 45 days of employment.

5.4 An annual stipend will be paid on the September payroll to those employees who hold an Associate's Degree, Bachelor's Degree, or Teaching Certificate, provided the degree or certificate has been earned prior to the school year for which the stipend application is made. It is the employee's responsibility to apply for the stipend by September 1<sup>st</sup>. Stipends cannot be combined and will be as follows:

Associate's Degree	\$300.00
Bachelor's Degree	\$625.00
Teaching Certificate	\$725.00

Employees with degrees higher than a Bachelor's Degree may present their degree to Human Resources for consideration for stipend compensation at the \$725.00 level. Decisions regarding payment at the \$725.00 level will be made on an annual case-by-case basis based on the degree's relevancy to the position held within the District. Employees are responsible for submitting their request to Human Resources.

5.5 Beginning with the 2011-12 school year, paraeducators working in District Specific Programs will receive a 15% pay differential. When asked to substitute in an identified District Specific program, a paraeducator who does not typically work in a District Specific program shall submit a timeslip to be paid their regular rate plus 15% of their base pay per hour for continuous work of thirty (30) minutes or more.

YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
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2011-12	13.95	14.44	14.98	16.28	17.47
2012-13	13.95	14.44	14.98	16.28	17.47

5.6 The Olympia School District and the Olympia Paraeducators Association agree to open the contract in the second year of the agreement for the purpose of discussing a salary schedule, stipend and/or other compensation adjustment. The Olympia School District and the Paraeducators Association agree that all retroactive pay for the 2010-11 school year will be paid in the first possible paycheck following ratification of this contract to all OPA members employed by OSD on the date of ratification.

**Section 6 INSURANCE**

- 6.1 Employees working four hours or more per day shall be eligible for the District's contribution toward insurance premiums.
- 6.2 For eligible employees, the District shall provide the maximum state funded amount per month toward the payment of medical and dental insurance premiums. The above maximums are available for 1.00 FTE employees (1440 regular hours worked equal 1 FTE) with less than 1.00 FTE employees to be allowed a portion thereof in accordance with their regularly scheduled FTE.
- 6.3 From the dollar amount available to each employee, first shall be deducted the cost of the dental insurance plan with the remaining monies available for application to one of the District's approved medical insurance programs. All eligible employees are required to participate in the dental plan; medical plan participation is optional.
- 6.4 To gain maximum utilization of the state insurance appropriation for eligible employees covered by the Agreement, the District agrees that if said appropriation is not fully expended, the maximum contribution shall be increased in an effort to either pay all existing enrollments or fully expend said appropriations, whichever occurs first. The parties agree to abide by the provisions in RCW 28A.400.275.

**Section 7 EVALUATION**

- 7.1 The site administrator or his designee shall annually report in writing to the Superintendent on the performance of each employee. This evaluation shall consist of a document ~~stating~~ identifying the employee's strengths and weaknesses. (see Attachment D) The evaluation shall be used as a path for areas of improvement, as well as an indicator of areas of success, for the paraeducator. The employee shall have the opportunity to read the evaluation and discuss it with the administrator before it is sent to the personnel office. An employee may request an evaluation conference and/or written evaluation statement:
  - A. In the event of voluntary or involuntary transfer to another position;
  - B. When an employee resigns or is terminated;
  - C. When a significant change in employee performance occurs.
- 7.2 Evaluation is the responsibility of the evaluator as delegated by the Superintendent and should be structured to fit the requirements of the position. It is understood that at times

non-administrative certificated staff members may be used to evaluate a classified employee. In those cases where a non-administrative certificated staff member is responsible for the evaluation process they may hold evaluation conferences. However, under no circumstances shall a non-administrative certificated staff member be included in an evaluation conference where an administrator is also attending. If probation or discharge appears to be likely an administrator will take over the evaluation process. All employees shall be provided an annual written evaluation by June 1. The employee and the evaluator shall sign the evaluation in acknowledgment of having reviewed the evaluation. The employee may, at his/her option, file a written statement to accompany the evaluation in areas where there is a disagreement with statements in the evaluation. The substance of an employee's evaluation shall not be subject to the grievance procedure contained in this Agreement.

- 7.3 The building Technology Coordinator or District Technology Coordinator, as appropriate, shall be consulted for input on evaluations for Technology Support Personnel.

## **Section 8 DUE PROCESS**

- 8.1 The District will not discipline or terminate an employee without just cause. The specific grounds forming the basis for such action will be made available to the employee. Any complaint of a disciplinary nature made against a unit member, and the name of the complainant, will be brought to the attention of the employee within ten working days. If an employee is not advised of the complaint it may not be used in future disciplinary action or evaluations. An employee shall be entitled to have a representative of the Association present at any meeting, which is expected to lead to disciplinary action.

## **Section 9 PERSONNEL FILES**

- 9.1 Employees or former employees shall, upon request, have the right to inspect all contents of their personnel file kept within the District. The employee may request in writing a photocopy of materials in the personnel file.
- 9.2 Employees will be provided a copy of any Letters of Reprimand or other evaluative materials, which are entered in the personnel file. The author of any such materials, and the date of entry, shall be noted on the documents filed.
- 9.3 The employee shall have the opportunity to attach his/her own written comments to material in the District personnel file. Such material shall be dated and signed by the employee.

## **Section 10 VACANCIES, NEW POSITIONS AND VOLUNTARY TRANSFERS**

- 10.1 Written notices of vacancies and new positions within the bargaining unit shall be posted for not less than five (5) working days in each building where Association members are assigned, and at the Knox Administration Building. Hard and/or electronic copies of job postings will be sent to the Association President through District mail or mailed to the President's home during the summer. Postings shall contain a general job description, including, to the extent possible, any unique requirements for a particular position. To be considered for a vacancy or new position, the applicant must:
- A. Contact Human Resources and ask to have their name added to the interview list by the closing date.
  - B. Possess the skills and qualifications applicable to the vacant or new position.

- 10.2 Employees who are applicants shall receive consideration on the following: first seniority; and second, must be qualified to perform the available work. The Olympia Paraeducator Association president will be provided with a listing of individuals selected for new or vacant paraeducator positions via the Classified Board Report.
- 10.3 In the event of voluntary transfers or in the case of layoff the senior qualified person will be awarded the position and will be given a reasonable trial period not to exceed twenty (20) working days to demonstrate their ability. Qualifications may be determined by review of experience, skills, abilities, and work history in the interview process. In the event of voluntary transfer, employees awarded the position will be given an opportunity to relinquish the position and return to their former position if their former position has not been filled.
- 10.4 All qualified applicants from the bargaining unit will be offered an interview prior to outside applicants being considered. Qualifications will be determined by the District and not subject to appeal.

**Section 11     LAYOFF AND RECALL**

- 11.1 The term “layoff” as used herein refers to action by the Board reducing the number of employees in the District, owing to financial restrictions or other serious problems as determined by the board.
- 11.2 In the event the District should determine that layoffs are necessary the principle of seniority (length of service) shall be applied in cases of layoff for lack of work and for rehire when work becomes available. Seniority shall also apply in cases of transfer from one job to another whenever job openings exist within the bargaining unit. In situations such as listed above employees must be qualified to perform the available work in order to exercise seniority rights.

In the event of recall, employees may return to the recall list, without loss of seniority ranking, one time. If this option is chosen in excess of one time, employees will be returned to the bottom of the recall list with loss of ~~all~~ seniority.

Seniority is defined as the length of an employee’s continuous service within the bargaining unit. Breaks in service of one calendar year or less shall be ~~bridged and~~ considered as continuous employment.

- 11.3 Employees to be laid off shall receive advance written notice of no less than fifteen (15) calendar days. The Association shall be presented with a layoff list no less than fifteen (15) calendar days prior to employee layoffs.
- 11.4 Employees having additional skills, and/or qualifications may report such skills and/or qualifications in writing to the Human Resource Office by September 20. Written documentation and/or verification of skills and qualifications are required.

- 11.5 Employees who have been laid off will be given ten (10) calendar days to answer written notice of recall and will return to work when notified or face loss of seniority.

## **Section 12 REDUCTION IN HOURS**

- 12.1 The following guidelines shall apply to any paraeducator who is displaced due to reduction or elimination of their hours at the building level:
- 1) Employees who are laid off shall be placed on a displaced list for one year.
  - 2) Displaced paraeducators ~~are able to~~ may contact Human Resources and apply for any open paraeducator position for one year from the date they were displaced.
  - 3) Displaced paraeducators will be given no more than five (5) business days to respond to an offer of employment prior to the District considering external candidates.
  - 4) Displaced paraeducators will be considered for employment first by seniority and must be qualified to perform the available work.
  - 5) Seniority is defined as the length of an employee's continuous service within the bargaining unit. Breaks in service of one calendar year or less shall be ~~bridged and~~ considered as continuous employment. The pool of qualified candidates must be exhausted prior to a position being offered to external or non-bargaining unit candidates.
- 12.2 In the event of reduction of paraeducator hours at the building level, the following guidelines will apply within the building only:
- 1) Paraeducator(s) with the least amount of seniority at the building level will have their hours reduced before more senior paraeducators or those with specialized skills.
  - 2) When additional reduction in paraeducator hours at the building level necessary every effort will be made to maintain the minimum hours necessary to maintain benefits for as many paraeducators as possible.
  - 3) Every effort will be made to maintain the current level of hours for the most senior paraeducator in a building.
- 12.3 Employees having additional skills and/or qualifications may report such skills and/or qualifications in writing to the Human Resource Office by September 20. Written documentation and/or verification of skills and qualifications are required.

## **Section 13 Employee Protection**

- 13.1 The employer agrees to provide for employees covered by and during the term of this Agreement liability insurance in the amount of not less than one-hundred thousand dollars (\$100,000) in case of suit arising from or in the performance of duties. This coverage shall apply for any employee on or off District premises, provided such employee at the time of the act or omission was involved in an authorized school-related activity.
- 13.2 Employees may be required to dispense or administer medication only as appropriately trained and authorized by state law.

Employees who provide health/medical services will be provided training annually, as required by law, prior to providing services to students. All applicable Washington Administrative Code requirements will be followed in providing these services. This training shall occur during the employees regular work hours, or be compensated at their regular rate of pay.

Annually, the District shall offer First Aid/CPR classes at no cost to Health Room Paraeducators and Student Specific Paraeducators. This training shall occur during the employees regular work hours, or be compensated at their regular rate of pay.

- 13.3 No employee will be required to assist with personal hygiene care, toileting and non-invasive procedures unless the employee is properly trained to perform those services as determined by the building principal. Future job postings will include job descriptions, which indicate these responsibilities as job requirements and/or essential job functions.
- 13.4 Each building principal will review the school's crisis plan with Paraeducators at the beginning of each school year. Jointly the Association and the District will develop and provide specific information in an effort to maximize the safety of employees.
- 13.5 The District recognizes the right, and will not discourage efforts to utilize the right, of any employee to file criminal or civil charges against any person who assaults, threatens or harasses the employee on school property, school transportation or while the employee is performing his/her duties.

The District and the Association support a safe work place for all employees. Employees shall be provided information, which is necessary for them to work successfully with students. Information impacting an employee safely working with student(s) shall be provided the employee.

## **ARTICLE IV—LEAVES**

### **Section 1     SICK LEAVE**

- 1.1 At the beginning of each school year when the employee reports for duty, each employee shall be credited with an advanced sick leave allowance of 12 days with full pay to be used for absence caused by illness, injury, quarantine, disability, family illness, or emergency. (The number of allowed sick leave hours is computed as follows: 12 days X the number of hours per day in a person's base, i.e. a 4 hour per day Paraeducator receives 48 hours of sick leave per year.) Each employee's portion of the unused sick leave allowance shall accumulate from year-to-year without limit. Sick leave cash-out will be granted as authorized by law.

Individual employees may donate up to six days of sick leave each year in accordance with applicable state regulations. Donations may be made on the Shared Leave Transfer Form (see Attachment G.) Days donated to a specific individual and not used shall be returned to the donor.

- 1.2 Employees covered by this Agreement shall be granted sick leave in the event of absence for personal illness, accident or temporary disability in the family household or other members of the immediate family. The District agrees that each building will establish a

procedure to be followed when employees require the use of sick leave. These procedures will seek to ensure that ill employees are not required to contact their own substitutes. After five consecutive days of absence a written verification by a doctor may be required.

- 1.3 An employee, who is unable to perform his/her duties because of personal illness, maternity or other disability may request leave of absence without pay, at the exhaustion of sick leave.
- 1.4 An employee who is absent from work due to an injury covered by State Industrial Insurance may collect accrued sick leave for the days missed less the amount of any worker's compensation award made for disability due to said injury.
- 1.5 Accumulated sick leave is transferable from one school district to another from one agency to another as provided by state law.

## **Section 2      MATERNITY LEAVE**

- 2.1 An employee requesting maternity leave should give notice to the District at least two (2) weeks prior to the commencement of said leave. She shall submit to the Director of Personnel a form indicating whether she intends to resign or request leave, together with a statement from her doctor as to ability to continue her duties.
- 2.2 In compliance with Washington State Human Rights Commission regulations, Olympia School District employees who become pregnant shall be entitled to leave, sick leave, and other benefits "on the same terms and conditions as they are applied to other temporary disabilities".
- 2.3 If the employee chooses not to use her sick leave during her pregnancy, upon her return she will continue to be credited for sick leave accumulated prior to her maternity leave.

## **Section 3      BEREAVEMENT LEAVE (Not-accumulative)**

- 3.1 The following are guidelines for bereavement: up to five (5) days of bereavement leave with pay will be granted for each occurrence of death in employee's or spouse's immediate family. Immediate family is defined as parent, sibling, spouse, domestic partner, child, stepchild, grandchild, grandparents and spouse's parents.
- 3.2 One day will be granted for bereavement for a person of close personal ties. The Human Resource Director or designee shall consider extensions on a case-by-case basis.

## **Section 4      ADOPTION LEAVE**

- 4.1 Adoption leave without pay shall be granted up to one year to an employee covered by this Agreement for the adoption of a child. The employee shall notify the Superintendent and his/her immediate supervisor as soon as possible of his/her intention to take adoption leave and his/her planned time for adoption. Leave would then begin on the first work day after custody of the child is obtained. At the conclusion of the leave period, the employee shall be given the opportunity to be placed in the first available opening for which he/she is qualified.

## **Section 5      LEAVE OF ABSENCE**

- 5.1 An employee covered by this Agreement may request permission to be absent from employment without payment, subject to approval by the Superintendent and/or his designee. Said request shall be for a legitimate reason, but subject to securing the proper replacement so as not to interfere with the efficient execution of the job requirement.
- 5.2 Approval shall be consistent and equitable for all employees. Leave may be granted as legitimate when there appears to be no other reasonable time for the purpose requested, but shall not be time off for the purpose of other employment.

**Section 6      JURY DUTY**

- 6.1 Any employee covered by this Agreement who has been called for jury duty will be excused from work to serve. The amount of pay received for serving as a juror shall be deducted from the employee's regular pay. No other salary deduction shall be made. The District shall endeavor to make necessary substitute arrangements.

**Section 7      ASSOCIATION LEAVE**

- 7.1 Association leave requests must be in writing and must be received by the Superintendent or his designee prior to such requested leave. Association leave shall be without loss of pay or benefits and shall not exceed 120 hours for the school year, and must be approved by the Superintendent or his designee. The Association shall reimburse the District for the cost of the released employee's substitute.

**Section 8      HOLIDAYS AND VACATIONS**

- 8.1 All employees shall receive the following paid holidays, which fall within their work year:
 

A. New Year's Day	D. Memorial Day	G. Thanksgiving
B. Martin Luther King, Jr. Birthday	E. Labor Day	H. Day after Thanksgiving
C. President's Day	F. Veterans Day	I. Christmas Day

- 8.2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either the last school day preceding the holiday or the next school day succeeding the holiday in the current school year and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is ill and is unable to work on either of such shifts and his/her absence previous to such holiday by reason of such illness has not been longer than 30 regular workdays.

- 8.3 Vacation compensation, at the rate of six days per year (based on the employee's regular workday) shall be added to the June payroll warrant. Vacation compensation will be earned based on seniority as follows:

5	years seniority	seven days
6	years seniority	eight days
7 +	years seniority	nine days

- 8.4 Personal Leave: Four personal leave days per year may be taken in lieu of four vacation days with the approval of the building principal. It shall not be used to extend holidays or vacations, nor shall it be used during the first or last week of school, except when approved in advance by the building Administrator. Personal leave usage within a given building at one time shall not be so extensive as to substantially disrupt program.

**Section 9      Disability Leave**

9.1 Any employee covered by this Agreement shall be entitled to use sick leave for a temporary disability. Written notification of need for sick leave for the purpose of a temporary disability shall be at least three weeks prior, if possible, to the date of intended absence. Sick leave may be used for the period of actual disability and recovery there from. An employee exhausting sick leave may request an unpaid leave of absence as provided in Article IV, Section 5, 5.1 of this agreement. The District may require a physician's certification of an employee's disability and necessary recovery period.

**Section 10     Emergency Leave**

10.1 In the event of an emergency, an employee may apply for emergency leave. An emergency is defined as an unforeseen situation calling for immediate action that must be taken care of during working hours. Documentation of emergency leave under this section shall be made in writing to the building administrator (see Attachment F) If approved, up to three emergency leave days can be deducted from sick leave.

**ARTICLE V—GRIEVANCE PROCEDURE**

**Section 1      DEFINITION**

- A. A grievant is an employee or group of employees having a grievance.
- B. A grievance is an alleged violation of a term(s) of this Agreement.

**Section 2      GRIEVANCE STEPS**

**Step 1 - Informal Discussion**

No later than 20 working days from the alleged violation of a term(s) of this Agreement, the grievant shall first discuss the grievance with his/her immediate supervisor (the principal or other designated administrator). Every effort should be made at this level to resolve the grievance.

**Step 2 - Line Administrator's Level**

If no settlement is reached in Step 1, the grievant shall reduce to writing a statement of the grievance (see Attachment B), providing the following information:

- 1. The facts upon which the grievance is based.
- 2. Reference to the term(s) of the Agreement alleged to have been violated.
- 3. The remedy sought.

Within ten working days after the Step 1 discussion, the employee shall submit the written grievance to the next appropriate line administrator (as designated by the Superintendent).

The line administrator will provide opportunity for the employee to discuss the grievance. The employee may request that an OPA representative be present at this discussion. The administration will have ten working days from submission of the written grievance statement to resolve the dispute and indicate in writing the disposition of said grievance.

**Step 3 - Superintendent's Level**

If no settlement has been reached in Step 2 within the specified time limit, the grievant may, within ten working days after the Step 2 discussion, submit the written grievance to the Superintendent. The Superintendent or his designee(s) shall have ten working days after

receipt of the grievance to resolve said grievance by indicating, in writing, the disposition thereof.

**Step 4 - Binding Arbitration Level**

If no settlement has been reached in Step 3 within the specified time, the grievance may be submitted by the Association within 15 working days to final and binding arbitration by an arbitrator furnished by the Washington State Public Employment Relations Commission. The 15-day period shall commence upon receipt of the written statement required under Step 3. The following stipulations shall govern:

1. The arbitrators shall be furnished by the Washington State Public Employment Relations Commission at no cost to either party, unless both the District and the grievant mutually agree upon an alternative method of selecting an arbitrator.
2. The arbitrator shall have no authority except to pass upon alleged violations of the term(s) of the Agreement.
3. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the employer, except those matters in which the employer has clearly relinquished its authority through an express term(s) of this Agreement.

**Section 3 GRIEVANCE REQUIREMENTS**

- 3.1 The representative of the OPA shall have reasonable opportunity to be present at all District-scheduled grievance meetings after Step 1.
- 3.2 All documents, communications and records dealing with any grievance shall be handled in a confidential way and filed separately from the personnel files of the participants; provided that in the event the decision should result in information relevant to the employee's misconduct or inadequate performance, a copy of the decision may be placed in the employee's file.
- 3.3 No reprisals of any kind shall be taken by the Board or the school administration against any employee filing a grievance.
- 3.4 No reprisals of any kind shall be taken by the employee or the Association as the result of information presented by the Board or the school administration during the course of the grievance.

**ARTICLE VI—DURATION, WAIVER AND COMPLETE AGREEMENT**

The terms and conditions of this Agreement shall be implemented upon signing by the parties and board ratification and shall terminate August 31, 2013.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as otherwise provided herein.

This Agreement may be otherwise altered, changed, added to, deleted from or modified at any time only with mutual consent of the parties.

The Agreement shall be reopened at least 90 days prior to August 31, 2013, upon notice by the Association for the purpose of negotiating a successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

Attest:

For the Association:

For the District:

\_\_\_\_\_  
Cathy Smith, Co-President

\_\_\_\_\_  
Bill Lahmann, Superintendent  
Secretary of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon Houlihan, Co-President

\_\_\_\_\_  
Date