

**COLLECTIVE BARGAINING
AGREEMENT
September 1, 2018—August 31, 2020**



**North Thurston
Para-educator Association**

and

**North Thurston
Public Schools**

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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights and working conditions of the classified employees of North Thurston Public Schools, this Agreement is made and entered into on this 1st day of September, 2016, by and between the District and the Association.

ARTICLE I – ADMINISTRATION

SECTION 1.1 – RECOGNITION

The North Thurston Public Schools (hereinafter referred to as the "District") hereby recognizes North Thurston Para-educators Association/Washington Education Association as the exclusive bargaining representative for all school para-educator classifications within this unit.

The term employee when used hereinafter in the Agreement shall refer to all classified employees represented by North Thurston Para-educators Association/Washington Education Association. The terms North Thurston Para-educators Association/Washington Education Association or "Association" when used hereinafter in the Agreement shall refer to the North Thurston Para-educators Association/Washington Education Association.

SECTION 1.2 - SUBSTITUTE EMPLOYEES

All classifications shall be paid at ninety percent (90%) for the first step of the classification in which the employee works.

- A. Substitutes who are in the same positions for a period in excess of twenty (20) consecutive workdays will be considered long term substitutes and will be placed on the first step of the classification in which the employee works. In addition, when long term substitutes are in a position for forty (40) days or more the substitute will be paid as a regular employee. Substitutes in a position that transitions from short-term to long-term status will receive appropriate pay retroactive to the start date of the position.
- B. Substitutes working twenty (20) consecutive days are considered members of the bargaining unit and may join the Association.
- C. Substitute employees working on an intermittent basis become members of the bargaining unit and eligible to become members of the Association after having worked as a substitute for thirty (30) days in a twelve (12) month period.
- D. Substitute employees working on an intermittent basis shall be excluded from all articles and sections of the collective bargaining agreement, except Article I, Article

SECTION 1.3 - CONFORMITY TO LAW

This contract shall be governed and construed according to the Constitution and Laws of the United States and the State of Washington. If any provision of the contract or any application of it to any employee or group of employees is determined to be contrary to law, such provisions or applications shall have effect only to the extent permitted by law, and all other provisions and applications shall continue in full force and effect.

- A. For the purpose of this section, being found contrary to law includes: noncompliance with the regulatory requirements of funding and/or program approval and rulings from a court of law, the state auditor, attorney general's opinions, and the Public Employment Relations Commission.
- B. In the event a provision is determined to be contrary to law, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after receipt of the written decision affecting this section. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

SECTION 1.4 - DISTRIBUTION OF AGREEMENT

Within thirty (30) days following ratification of this Agreement, the District and the Association shall finalize its contents. Copies of the Agreement will be made available on the District website for members of the bargaining unit. The District shall make the Agreement available to all new employees on the District website. One hundred (100) printed, signed copies of the final Agreement will be provided to the Association by the District. One original copy shall be retained by the District and one by the Association.

SECTION 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.

- A. This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.
- B. If an individual contract contains any language inconsistent with this Agreement, the Agreement shall be controlling.

SECTION 1.6 - CONTRACT ADMINISTRATION

The Association and the District will meet at least monthly, to discuss problems relating to interpretation or compliance with this Collective Bargaining Agreement and any other

issues of concern to either party.

If the meetings occur during the workday, the District will provide substitutes for up to three (3) Association members.

SECTION 1.7 - NO STRIKE/NO LOCKOUT

The Association agrees not to strike during the term of this Agreement. The District agrees not to lockout employees during the term of this Agreement.

Section 1.8 - DISTRICT CALENDAR

The District will invite the Association to participate, through a representative, on the Calendar Committee.

ARTICLE II - BUSINESS

SECTION 2.1 - ASSOCIATION RIGHTS

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business provided, however, such meetings must be scheduled with the building principal and shall not have precedence over routine educational use or over previously scheduled use by other agencies.

- A. 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.
- B. A single copy of the following documents shall be furnished electronically to the Association:
 - Annual financial report
 - Annual budget
 - Staff postings of openings
- C. The District shall provide a list of new employees to the Association each month.
- D. The Association shall have the right to reasonable use of the District's email and internal mail service. All written para-educator material for each building will be addressed to one building representative for distribution.
- E. The District shall grant up to two hundred fifty (250) hours per year of leave with pay to employees for Association purposes as determined by the Association

President or designee. Forty Eight (48) hours notice shall be provided to the District and employee's Administrator whenever possible. The Association will reimburse the District for the cost of the employee's substitute for the last one hundred fifty (150) hours. During disciplinary or investigation processes, collective bargaining, or Contract Administration meetings, the hours utilized shall not count against this specified association leave.

SECTION 2.2 - DUES DEDUCTIONS AND REPRESENTATION FEES

All Association members, of the bargaining unit, shall pay the dues of the Association.

- A. The District shall deduct membership dues from bargaining unit members' salary each pay period.
- B. The District shall transmit the dues to the treasurer of the Association each pay period. Dues will include local Association dues.
- C. The Association agrees to hold the District harmless for any dues and/or against any suits or other legal action brought as a result of action taken by the District pursuant to the provisions of this section.

ARTICLE III – PERSONNEL

SECTION 3.1 - LAYOFF AND RECALL

The term "layoff" as used herein refers to action by the Board reducing the number of employees. This section of the contract does not apply to one-year only, leave replacement employees or substitutes.

In the event of layoff, the District shall provide written notice to all affected employees and the Association not less than fifteen (15) calendar days prior to the date of layoff.

- A. **Layoff Procedures and Definitions** - Layoff shall be by seniority without regard to position except in cases as outlined in Section 3.1.A.4. Seniority is defined as length of service within the District as of the employee's first workday. The least senior shall be laid off first.
 1. By November 1, of each school year, the District will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority.
 2. A finalized list shall be provided the Association by May 1, of each year, which shall include all corrections, deletions and additions of personnel, including lottery drawing results, for the school year.
 3. In the event that more than one employee has the same seniority ranking,

employees affected shall participate in a drawing by lot. The lottery will occur no earlier than April 1 to determine position on the seniority list unless necessary for the purposes of layoff and recall. Once a lottery drawing has been completed, if a member leaves the bargaining unit and no new members have the same hire date, no re-drawing will be necessary; numbers of those already drawn will be readjusted so there are no gaps. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing to allow for attendance.

4. In the event special qualifications exist for a particular position, a less senior employee may be retained over a more senior employee. In such event, the more senior employee and the Association shall be notified of the reasons for such seniority "override." Said seniority override shall also apply to the re-employment pool when a position requiring special skills is available. Seniority override decisions shall not be arbitrary or capricious.

B. **Re-employment Pool** - Laid-off employees shall be placed in a re-employment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff. No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, providing that:

1. Employees in the pool shall be notified in writing of a bargaining unit position available to them. When possible, telephone contact at the most recent number provided by the employee will be made. Failure to accept a proposed assignment within five (5) days of certified written notice or five (5) working days after receiving telephone notification, whichever is sooner shall forfeit employment rights for the employee. Notice shall be deemed effective on the certified date of mailing or date of telephone conversation with the employee.
2. The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said employee at the employee's last known address or telephone conversation with the employee at last known telephone number. It is the employee's responsibility to provide and maintain current contact information with the Human Resources Department. The employee's address and telephone number as it appears on the District's records shall be used in connection with layoffs, recalls or other notices to the employee. Employees shall be held in the employment pool for a period of one full school year. The full school year period for bargaining unit members who were laid off at the end of a school year will begin September 1.

C. **Layoff Benefits** - Any employee laid off shall retain accrued benefits if the District rehires the employee. During the period for one full school year an employee is laid off, he shall have the right to maintain health insurance coverage at no cost to the District if approved by the insurance carrier.

SECTION 3.2 - PERSONNEL FILE

Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, any non-contractual documents contained therein shall be afforded the employee at his cost. No secret personnel file shall be kept anywhere in the District. Both representatives of the employee and of the employer may be present in any review of personnel files.

- A. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.
- B. Upon the request of the employee or the employer, the contents of a personnel file shall be verified by the signature of the other party.
- C. At the request of the employee, the employer shall include in the employee's personnel file, college transcripts and certificates of completion identifying successful participation in job-related training.
- D. Employees may make an annual, written request to Human Resources for consideration to remove disciplinary letters from his/her personnel file. Consideration for removal may include but is not limited to severity, length of time since action, disciplinary and work history and other information presented by the employee. Documents required by law to remain in the personnel file such as sexual or physical abuse or criminal misconduct may not be removed. The employee will be notified in writing of the decision by Human Resources no later than thirty (30) days following receipt of request.
- E. Only one building file will be kept at the employee's worksite by Administration. Materials in building level personnel files will annually be sent to the District personnel file or discarded by the end of the contract year. Administrator's personal notes or working documents are not considered part of the building or District personnel file. An administrator will remove or destroy personal notes upon reassignment and/or separation from the work site.

SECTION 3.3 - DUE PROCESS

No employee shall be formally disciplined (including verbal warnings, written warnings, written reprimands, suspensions, or be terminated) without just cause (see Seven Tests of Just Cause, Appendix D). The specific ground forming the basis for disciplinary action will be made available to the employee in writing.

- A. An employee shall be entitled to have present a representative of the Association during any formal disciplinary action. When a request for such representation is made, no formal action shall be taken with respect to the employee until such representative of the Association is present, provided that such actions will not

delay the action an unreasonable amount of time due to a lack of Association representation and that in appropriate circumstances such actions may be implemented without Association representation.

- B. The District agrees to follow a policy of progressive discipline which includes verbal warning, written warning, letter of reprimand, and suspension, with termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- C. Any complaint or other material directed to District administrators making derogatory reference against an employee by any parent, student or other person will be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- D. Employees shall serve a probationary period of ninety (90) calendar days. During this probationary period, they may be terminated at the discretion of the District with no recourse to the grievance procedure.

SECTION 3.4 - EMPLOYEE RIGHTS

The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects performance of duties.

The District and Association agree to comply with all applicable laws governing discrimination in employment.

SECTION 3.5 - EVALUATION

Each employee shall be evaluated annually in accordance with the following procedures:

- A. The employee shall sign each evaluation report, provided the signature does not signify agreement with the report, rather that the employee has reviewed it with his/her Administrator.
- B. Evaluation reports shall be based on objective data and observations, which shall be made known to the employee. Throughout the work year, observed areas needing improvement shall be made known to the employee within five (5) workdays of observation.
- C. At the conclusion of his or her first ninety (90) days of employment in the District, a new employee shall be evaluated to establish skill level and areas for growth.

Evaluation reports shall be presented to each employee by the building Administrator in accordance with the following procedures:

- A. Reports shall be issued by the Administrator based on personal observation and may include input from the cooperating teacher or other certificated employee(s) who may provide direction, guidance, and support to the para-educator. Non-administrative personnel shall not evaluate an employee.
- B. Reports shall be addressed to the employee, written in objective and/or narrative form and shall include:
 - 1. Strengths of employee and,
 - 2. Suggested areas of improvement with specific actions that the employee may take to improve his/her performance.
- C. Reports that are to be included in the employee's evaluation made by individuals other than the building administrator shall be shared with the employee. Concerns shall not be documented in the final evaluation without prior notice.
- D. A copy of the evaluation shall be provided to the member at the time of the evaluation review meeting.
- E. Employees covered by this Agreement shall not be responsible for evaluating other classified employees or certificated employees.

SECTION 3.6 - HOURS OF WORK AND OVERTIME

Each employee shall be assigned to a definite shift with designated times for beginning and ending, which may be changed to fit the needs of the District. Each employee shall be notified by the Administrator of his/her job assignment no later than the first week of school, unless the job assignment has not changed from the prior year. Notification will specify number of hours per day, number of days to be worked and starting date. Employees shall report to the workstation at the time specified by the Administrator.

- A. After the first week, employees shall be notified one (1) day prior to implementing a new work schedule, except in the case of emergency.
- B. An employee whose schedule is reduced more than one hour is eligible to apply for job openings within the bargaining unit that become available subsequent to his/her schedule reduction as posted on the District website. Notification of reduced hours will be made per Article III, Section 3.1, Paragraph 2 – Layoff and Recall. The Association shall be informed of the names of individuals who are so reduced.
- C. All hours worked beyond forty (40) hours per week, or Saturdays, or Sundays and holidays, shall be compensated at one and one-half (1 1/2) times the employee's hourly rate. Paid overtime must be preapproved by the paraeducator's Administrator.

D. Break Periods

1. Less than three (3) continuous hours worked: No break period.
2. At least three (3) but less than five (5) continuous hours worked shall include one (1) ten (10) minute break period. Breaks shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building Administrator or cooperating teacher.
3. At least five (5) but less than six (6) continuous hours worked shall include one (1) ten (10) minute break and one (1) thirty (30) minute, unpaid and uninterrupted lunch period. The lunch period shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building Administrator or cooperating teacher.
4. At least six (6) or more continuous hours worked shall include two (2) ten (10) minute break periods and one (1) thirty (30) minute, unpaid and uninterrupted lunch period. The lunch period shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building Administrator or cooperating teacher.
5. Eight (8) continuous hours worked: Two (2) ten (10) minute break periods and one (1) unpaid and uninterrupted lunch period not to exceed one (1) hour. The lunch period shall be scheduled as near the middle of the shift as is practical unless otherwise agreed upon by the employee and the building administrator or cooperating teacher.

E. Nursing Mothers – The District shall follow the requirement of Federal Law with respect to paraeducators who are nursing mothers. Any break time beyond what is provided in Section 3.6.D will be unpaid.

F. There will be at least two (2) staff members on the playground for outside duty.

G. In schools where paraeducators supervise lunch in a cafeteria/lunchroom setting, there will be at least two (2) paraeducators, when possible, for supervisory purposes. If it is not possible to schedule two (2) paraeducators, a radio will be provided to the scheduled paraeducator. The District and Association will continue to work through Contract/Administration to make sure that when there is only one paraeducator supervising in the lunchroom that other adults in the area have the necessary information to respond in cases of emergency.

H. Employees transitioning between teaching activities of groups from grade levels, in different locations, or to/from the playground/lunchroom will be provided adequate passing time to prepare for or transition to the next activity. The District and the Association will make a commitment to continue working together through Contract/Administration to make sure all paraeducators are receiving enough time between activities to receive their full breaks and lunch.

- I. Para-educators may be used during contracted hours for before and after school duties and for lunchroom/playground duty as needed by the building. Unless specified as part of the regular duties of the job description, supervisory time shall be distributed among staff in an equitable manner based on student needs, funding and schedules. It is the belief of the District and the Association that for employees whose primary duties are instructional, the addition of supervisory duties should not distract from their primary role of the instructional duties. Further analysis of equitable distribution of duties shall be handled through regularly scheduled contract administration.
- J. Job descriptions shall be developed by the District and shared with the Association prior to changes. Input from both the District and the Association shall be considered when changes are made to existing job descriptions or new job descriptions are developed. Creating job descriptions shall be a collaborative process.
- K. Required travel time shall be provided in addition to an employee's duty free lunch.
- L. A para-educator who substitutes for another para-educator, before or after the employee's regular shift, shall receive their regular rate of pay for said time. Total time worked (regular shift and subbing) may not exceed forty (40) hours per week. Work before or after the regular work shift at a higher classification will be paid at the higher rate of pay.
- M. An employee who is requested to attend staff meetings or site team meetings beyond the employee's regular workday and whose work week is less than forty (40) hours will be able to accumulate "trade time". This time must have the prior approval of the Administrator and be used within the semester. If Administration has approved "trade time", but does not allow the employee to use the "trade time" prior to the end of the semester, the time shall be paid in the pay warrant following the last day of the semester at the Employee's rate of pay.
- N. Employees shall report to their workstation at the time specified by their administrator. Employees must maintain accurate records of extra hours worked on appropriate District time slips and present them to their supervisor for verification at the specified time. Employees shall be compensated fully for hours worked unless otherwise provided in this Agreement.

SECTION 3.7 - EMPLOYEE PROTECTION

The District agrees to provide liability insurance for the purpose of protecting employees from becoming liable for bodily injury and property damage due to circumstances related to their employment.

- A. The District further agrees to provide coverage for employee-owned auto liability for the purpose of protecting employees from bodily injury and property damage liability while operating their own vehicles while on school business. Such coverage

shall be for the excess over the employee's personal automobile insurance coverage whereby the District coverage is secondary or supplementary. Employees are not to be required or expected to transport students in personal vehicles.

- B. The District shall also provide employee personal property coverage for the purpose of covering loss or damage to employees' personal property while engaged in maintaining order and discipline and protection of school personnel up to \$500. Such insurance shall be at \$50 deductible, covering the excess only of other collectable insurance. The damage or loss must have occurred on school property.
- C. All insurance coverage in this section is limited and subject to the insurance contract and decisions of District carriers. An employee may not claim damages to the District in addition to, or in lieu of, the insurance coverage, decision or settlement.
- D. The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area.
- E. Para-educator safety is a priority. When implementing the IEP, para-educators, teachers, staff and administration will work collaboratively and proactively to provide a safe educational environment.
- F. Para-educators working with students will be informed of the pertinent educational and health history of the student within a timely fashion and as required or allowed by law.
- G. Para-educators are required to report all injuries or potentially dangerous situations to their cooperating teacher and administrator at first opportunity.

When a paraeducator believes that a student is manifesting behaviors posing an immediate danger to the student's self or others, the paraeducator will call for immediate assistance which will be provided promptly.

- H. Should a student develop a history of actions that result in injury to staff, the teacher, appropriate support staff, building and District administration are to convene to determine appropriate actions on behalf of the staff and students. Options or points of discussion can include but are not limited to:
 - Convene IEP team
 - Work with administration to determine if communication devices such as cell phones, radio, or other might be appropriate classroom equipment
 - Outside of the classroom observer/consult
 - Training provided as needed
 - Appropriate student discipline
 - CPI training for staff (provided upon request of principal)
 - Assist in developing safety/behavior plan
 - Alter physical environment
 - Add staff as appropriate

- Provide safety clothing
- Assist teacher in documentation and reporting of injury, accidents

SECTION 3.8 –ATTRITION AND REDUCTION IN FORCE

When the District reduces para-educator positions due to budgetary/program reductions, but experiences sufficient attrition to avoid a layoff scenario, it is likely that para-educator assignments will change through a voluntary or involuntary transfer process as outlined below. This section will not apply to grant-funded, leave replacement or substitute positions.

Step 1:

The District identifies positions to be reduced including the school, program and contractual category consistent with Section 3.1.

Step 2:

In the event a vacancy exists where a position is reduced from schools identified in Step 1, the administrator may reassign para-educators within categories consistent with Section 3.1.

Step 3:

Overstaffed Schools – The least senior qualified para-educator(s) in each affected school by overstaffed category as outlined in section 3.1 will be involuntarily transferred to remaining open positions in the District. The most senior displaced para-educator may choose from all remaining open positions first (within up to an hour greater or, if the employee chooses, less than the employee’s current hours), followed by the next senior employee and so forth until all have been placed. Any ties in seniority will be resolved using the method outlined in Section 3.1 Layoff and Recall. Employees who are involuntarily transferred to grant-funded or leave replacement positions will maintain their reasonable assurance status, unless Section 3.1 results in lay off. If there are no positions equal to or greater in hours than the paraeducator’s current hours, that paraeducator will be given first choice of new open positions when a position of the same or greater hours becomes available.

Step4:

The District identifies and posts available para-educator positions for the following school year for at least three (3) days (in-District only) consistent with Section 3.1.

SECTION 3.9 – TRANSFERS AND VACANCIES

Transfers

Transfer is the movement of an employee from one work location to another work location. The transfer may include a change in work assignment in addition to worksite. An employee may submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. A transfer may be voluntary or involuntary.

Vacancies

1. Notice of vacancies and new positions shall be posted on the District website for at least five (5) working days, except in the case of an emergency, so that interested employees have the opportunity to apply for vacant positions. During this period, employees interested in applying for the vacant position must complete and online application in the District's online hiring system. All current qualified employees, will be considered for any vacancy for which he/she applies.
2. The Association president will be provided weekly job alerts of all job postings on the District website. Emergency vacancies may be posted for three (3) working days prior to interviewing candidates outside the District. The District will inform the Association President in the case of an emergency posting and shall provide an explanation for such posting. The Association president must agree to posting the position as an emergency vacancy, prior to the District's posting of the position.
3. Vacancies that are created during the period beginning fourteen (14) work days before school starts and ending the Monday of the 2nd week of classes will be subject to an expedited interview and hiring process. In-District postings will be made for a period of three (3) working days only during this time period. Employees who are notified of a reduction in hours may apply for vacant positions or for additional hours that become vacant or are posted as a new position.
4. Upon the request of the applicant employee whose application has been denied, the employee shall receive a written statement explaining the reasons for such decision.

Involuntary Transfers

1. The District/administrator shall attempt to obtain voluntary employee transfers before involuntarily transferring an employee.

2. Administration shall not make arbitrary changes in transfers, and will attempt to make transfers to positions with similar job duties. Administration will notify the Association prior to notifying the paraeducator of such transfer.
3. Unit members who are transferred during the work year, shall be allowed an appropriate amount of paid time for preparation prior to the effective date of the transfer. The District shall provide assistance in moving a unit member's material whenever a unit member is transferred.
4. If an employee's assignment is split between two categories, that employee could be involuntarily transferred into a position in either category.
5. An employee involuntarily transferred shall receive five (5) work days' notice prior to such transfer.
6. When a paraeducator in a 1 on 1 student assignment is displaced due to that student leaving the school or District, that paraeducator will be placed in a new 1 on 1 assignment at the same level (elementary or secondary); this placement may or may not be at the same school. If there is no 1 on 1 assignment available, the paraeducator will be given a temporary assignment within the District until such time as a 1 on 1 assignment at their level becomes available.
7. The Superintendent may involuntarily transfer an employee to another work site in order to serve the best educational interests of students, and/or the school staff. A clear explanation for the transfer will be provided to the employee and Association before the time of the move.
 - a. Employees placed in another work site by the Superintendent will receive assistance in moving to the new location but will not have the right to return to the assignment and location from where they came, unless mutually agreed upon by the District and Association.
 - b. The Association President or Designee will be informed in any instance where the Superintendent placement decisions are being considered. Such placements will not be made arbitrarily or capriciously.

SECTION 3.10 – REASSIGNMENT

Reassignment is the movement of a unit member from one position to another position within a building.

Paraeducators will be assigned hours based on information building Administrators are given by Human Resources.

Administration shall not make arbitrary changes in reassignments of an employee. Reassignments that occur due to anything other than overstaffing must go through Human Resources.

If reassignment occurs the Administrator will attempt to make the reassignment to a position with similar job duties.

Employees will provide reasonable face to face communication prior to reassignment to explain the reasons for the change.

Unit members who are reassigned during the work year shall be allowed an appropriate amount of paid time for preparation prior to the effective date of the reassignment.

The District shall provide assistance in moving a unit member's material whenever a unit member is reassigned.

SECTION 3.11 – TEMPORARY ASSIGNMENTS

Leave replacement positions of one year duration or more shall be posted in accordance with Article III, Section 3.9, Transfers and Vacancies, of this Agreement. If an internal applicant is hired for the position, then he/she will be considered to have been temporarily reassigned and will retain their reasonable assurance for continued employment subject to all other provisions of this collective bargaining agreement. The temporary vacancy resulting from a temporary reassignment shall be governed as follows:

- A. To prevent extensive position openings resulting from internal transfers, there will be a limit of one (1) internal voluntary transfer for each temporary reassignment.
- B. The person who volunteers and is selected for temporary leave replacement shall return to their original position at the end of the position duration determined at the time of transfer.
- C. In the event any leave replacement position becomes vacant, the incumbent originally placed in the position must reapply for the open position, if they so desire. Such positions shall be filled in accordance with Article III of this Agreement. Further, any resultant openings generated by any temporary position becoming vacant would likewise be posted and filled in accordance with the terms of this Agreement.
- D. This section may not be operative during any year the District is forced to implement a reduction in force affecting this bargaining unit due to lack of funds caused by a significant reduction in State funding, and/or levy failure. In the event it should become necessary to curtail this section, the District and association shall meet and review the impact.

SECTION 3.12 – SUBSTITUTES

Employees are responsible for contacting the North Thurston Public Schools Substitute Services Automated System in order to secure a substitute for his/her absence. Employees are not responsible for contacting/prearranging their own substitutes. Employees are

responsible for contacting the building administrator or designee if he/she determines they will be absent from work and it is less than one (1) hour prior to the contracted start time.

SECTION 3.13-COLLABORATION, COORDINATION AND COMMUNICATION

The District and the Association believe that, in addition to break and lunch times, instructional assistants must have the ability to collaborate, coordinate & communicate. This time should be used to check email, prepare for working with students, and meet with cooperating teachers, and other staff for improvement in student learning and support services. To that end:

- A. The scheduling of collaboration time may be flexible based upon building need but should be in no less than 10 minute blocks.
- B. The District will provide a total of thirty (30) minutes within the contracted workday for instructional assistants who work 6.5 or more hours/day.
- C. Further, the District will provide a total of 15 minutes within the school day for instructional assistants who work 5.0 - 6.25 hours/day for collaboration.
- D. Employees scheduled for less than 5.0 hours shall be scheduled at least once a day to check District email during their contracted time.

SECTION 3.14 - DECISION MAKING

The District values the participation of employees in the site-based decision making process.

The District and Association share in a commitment to create a positive culture in all buildings that supports the participation of all employees in the site-based decision making process.

Opportunities will be provided at every site for employees to provide input on conditions which effect their job responsibilities and site climate. Participation will be on a voluntary basis if conducted outside of work hours.

SECTION 3.15 – SENIORITY FOR EMPLOYEES IN GRANT-FUNDED OR LEAVE REPLACEMENT POSITIONS

Employees holding grant-funded or leave replacement positions that have ended with the conclusion of the prior school year, who are re-employed by the District within the first two weeks of the succeeding school year, shall retain their accumulated seniority from the

prior year and not be required to re-undergo the new employee processes otherwise required of newly hired employees.

Section 3.16 – CIVILITY

When a paraeducator feels another employee is acting in an uncivil manner, the paraeducator will follow the steps outlined in the section titled “Addressing Uncivil Conduct” in the District Civility Policy (5015).

SECTION 3.17 - MENTOR PROGRAM

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 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.

ARTICLE IV – LEAVES

For purposes of this article immediate family is defined as spouse, domestic partner, children, parents, sister, brother, grandparents, grandchildren, aunt, uncle, niece and nephew. The aforementioned immediate family terms include step relationships, in-law relationships, significant relationships and/or any legal custodial relationship.

SECTION 4.1 - SICK LEAVE

At the beginning of each year, twelve (12) days sick leave will be granted to all employees at their equivalent hours per day to accumulate up to 180 days.

If an employee terminates employment prior to the end of the work year, and such employee has used more sick leave days than months worked, such excess days shall be withheld from the employee's payroll.

Sick Leave Utilization - Employees must notify their supervisor of pending absence at the earliest possible time in order that arrangements can be made by reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and services should such substitute services be provided.

Illness - Accumulated leave will be available for utilization as needed, provided, however, that in instances of extended absence, beyond five (5) consecutive, scheduled work days, the employee will provide medical verification of the illness and fitness to return to work as may be required. Failure to submit such verification may result in disciplinary action.

Injury - Injuries occasioned off the job will be treated as illness for the purpose of this Agreement. Employees injured on the job may use accumulated sick leave concurrent with time loss benefits provided by ESD 113 Workers' Compensation Trust. In the event that time loss is provided to the employee, the District will follow procedures in coordinating time loss benefits with the employee's salary.

Adoption - Prior to the adoption of a child, the employee may use accrued sick leave for meeting with an adoption agency, attorney or physician, for health verification of the employee, home visitations, and travel time to pick up the adopted child. The employee shall provide the District with verification for absences of more than five (5) consecutive days from the employee's attorney, adoption agency, or physician. Following the adoption, all other provisions of leave specified in Article IV will apply. The adoption of a child by an employee may qualify for leave under the Family and Medical Leave Act.

Planned Surgeries - Planned surgeries or anticipated disablements which will necessitate the use of sick leave are to be reported by the employee to immediate supervisor and Human Resources at a reasonable time before the leave is required to be taken. Absence from work caused by maternity, childbirth and recovery there from shall be considered as a form of illness for the purpose of this leave, provided that verification of the employee's need to be absent from work is certified by a physician in the event of an absence of more than five (5) consecutive scheduled days as is required above.

Family Illness - In the event of illness in the immediate family of an employee, accumulated sick leave may be utilized on an emergency basis.

1. Employee's accrued sick leave may be used to care for a family member of the employee with a health condition that requires treatment or supervision.
2. Consistent with Ch. 275 Laws of 1983, and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month, a maximum of twelve (12) days per year, and/or 180 days.
3. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive compensation at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations adopted now or as hereafter amended.

Emergency Leave - Employees will be allowed emergency leave if the need for the absence has been suddenly precipitated, or if pre-planning is not possible, or where pre-planning could not relieve the necessity of the absence. The reason for leave cannot be one of minor importance or of mere convenience but must be of a serious nature. This leave will be deducted from sick or personal leave at the employee's decision.

Inclement Weather Conditions - If severe weather conditions make it impossible to report for work, or impossible to report on time, and the District has not declared schools closed, the following shall apply:

1. Employees are expected to report to work at their regularly scheduled time, or as soon as they safely can, given the conditions.
2. Employees who are not able to arrive at their regularly schedule time, or who must leave prior to their regular quitting time may use emergency leave, or be permitted to make up time lost per arrangement with their supervisor.
3. Regular school-year employees are not required to report to work when their buildings are closed, but will substitute another day of service when the schools make up the missed day(s) and will not have salary deducted for such time losses.

The District shall distribute a copy of its inclement weather/school closure policy to all employees on an annual basis.

SECTION 4.2 – PERSONAL LEAVE

Employees covered in this Agreement shall be entitled to three (3) days personal leave per year. Unused leave earned under this agreement shall accumulate up to a maximum of six (6) days. The leave is to be approved by the supervisor, requiring twenty-four (24) hours notice, unless mutually agreed to by the supervisor and employee. Up to four (4) days of accrued personal leave may be cashed out in June at the employee's substitute rate of pay. An employee wishing to cash out personal leave shall notify Financial Services-Payroll by completing the appropriate request form no later than June 10. If an employee terminates employment prior to the end of the work year, and such employee has used more personal leave days than earned, such excess days shall be withheld from the employee's payroll.

SECTION 4.3 - JUDICIAL LEAVE

When an employee is called for jury service in any municipal, county, state or federal court, the employee shall advise the supervisor and the Human Resources Office immediately upon receipt of such call, and if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties. The employee shall retain any transportation, meal or lodging expense reimbursement, and jury fees.

SECTION 4.4 - LEAVE OF ABSENCE

An employee may request and be granted, at the Superintendent's discretion, leave of absence for a period not to exceed one (1) year.

- A. The returning employee will be assigned to the position occupied before the leave of absence, except in the event of reduction in force departure of student, or elimination of the program, in which case they will be placed in a similar position at the site. If no position is available, then Human Resources will work with the employee to find a similar position within the District.
- B. The employee will retain accrued sick leave and seniority rights while on unpaid leave of absence. However, seniority and sick leave shall not accrue while an employee is on leave of absence for a period in excess of ten (10) working days.
- C. Leaves of absence, without pay, are available to employees if approved by the Human Resources Department and if a suitable substitute can be scheduled. Leave without pay may only be taken in accordance with the following conditions:
 1. The reason for leave must have been suddenly precipitated, or must be of such nature that pre-planning is not possible, or where pre-planning could not relieve the necessity of the absence.
 2. Leave without pay will not be granted for reasons where the employee has other leave available under provisions contained in this agreement or District policies.

3. It is not the intent of this leave without pay provision to be utilized for vacations, holidays, weekends, or other types of leaves.
- D. Employees who take leave for reasons not valid under the above definitions will be subject to appropriate discipline action.
- E. Human Resources will process any other leave requests as required by law.

SECTION 4.5 - SUBPOENA LEAVE

A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law if the basis for the subpoena relates to the employee's work responsibilities with the District. This leave is not intended to cover personal litigation of the employee or litigation involved in labor disputes with the employer.

SECTION 4.6 - FAMILY AND MEDICAL LEAVE

The District agrees to the provisions of the Family Medical Leave Act and agrees to extend these provisions to all members of the Association.

In the event of a spouse or partner giving birth, or the adoption of a child, the employee may take five (5) days of sick leave. Provisions of Section 4.1 Sick Leave will apply after the five (5) days.

SECTION 4.6.1 – WASHINGTON STATE PAID FAMILY MEDICAL LEAVE (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlement unless the employee elects otherwise. Commencing January 1, 2019, the employee shall pay 13% of the monthly payroll premium to fund this leave. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

SECTION 4.7 - BEREAVEMENT

In the event of a death in the immediate family member, an employee may take five (5) days of bereavement leave per occurrence. This leave may be altered up to two (2) days because of travel or other extenuating circumstances. Sick leave may be used at or near the time of death. Bereavement leave may also be available at the discretion of the District so that an employee may attend a funeral for a student or for a member of a student's family.

Additional requests for bereavement leave must receive approval from Human Resources and may or may not be paid depending on the availability of the leave balances of the employee. The first five (5) days of bereavement will not be taken from sick leave.

SECTION 4.8 - MILITARY LEAVE

The District shall grant military leave as provided by law to each eligible employee (RCW 38.40.060). Qualifying employees shall be entitled to and shall be granted military leave of absence for a period not exceeding twenty-one (21) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave shall be in addition to sick leave and shall not involve any loss of privileges or pay. During the period of military leave, the employee shall receive his or her normal pay.

- A. During a period of military conflict, an employee who is the spouse of a member of the Armed Forces of the United States, National Guard or Reserves who has been notified of an impending call or order to active duty or has been deployed is entitled to a total of fifteen (15) days of unpaid leave per deployment.
- B. An employee who seeks to take leave under this provision must provide the employer with notice within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment, of the employee's intention to take leave. All other terms under RCW 49.77.030, shall apply.
- C. Employees whose school District employment is interrupted by up to five (5) years of service in a uniformed service are entitled to re-employment by the District following their discharge.
- D. Seniority and pay status and other rights or benefits accrued shall be reinstated as per the time of previous employment within the District, provided seniority and longevity for pay and/or benefit purposes shall not accrue.

SECTION 4.9 – WORKERS COMPENSATION

The District is self-insured through the ESD 113 Workers Compensation Trust for the purpose of providing industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust has been approved by the Washington State Department of Labor and Industries to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the State of Washington. Employees are protected in the following ways:

- A. Medical Costs resulting from job-related injuries or diseases are paid under the claim.

- B. Injured employees are paid a partial wage replacement while off work due to a job-related injury or disease under the claim when certified off work by their Medical provider.
- C. When an employee is injured on the job and is unable to perform work related duties as a result of the on-the-job injury or occupational disease and certified off work by a medical provider, the employee may elect to use leave as follows:
 - 1. Choose unpaid leave thus receiving only the entitled temporary total disability benefits, or
 - 2. Elect to use a full day of accumulated leave in addition to their entitled temporary total disability benefit, or
 - 3. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.
- D. The Superintendent or designee will develop procedures to assure the legal administration of workers compensation benefits.

SECTION 4.10 - SHARED LEAVE

Paraeducators shall be permitted to participate in shared leave per Washington State Law RCW 28A.400.380 and Board Policy 5406, 5406P.

Shared leave requests shall be made through Human Resources.

ARTICLE V - SALARY AND BENEFITS

SECTION 5.1 - SALARIES AND SALARY PAYMENT

Salaries shall be paid on the last District work day of the month in twelve (12) equal amounts based upon the annualized hourly rate provided. All employees scheduled to work less than sixty (60) days during the school year regardless of scheduled hours shall be paid on a monthly basis as reported on time slips. Salaries shall be paid as submitted by the employee and verified by the supervisor within District approved procedures and timelines.

- A. Substantial errors of underpayment will be corrected as soon as possible. Errors of underpayment made by the District and reported by the employee shall be paid in the succeeding month's paycheck.

- B. Errors of overpayment shall be reported to the Association and the employee as soon as it is recognized. Overpayment shall be reimbursed to the District during the pay period following notification to the employee and Association. Overpayment errors which may create a financial hardship for the employee may be divided over multiple pay periods if requested by the employee. When mutually agreed upon between the employee and the District, it may be possible for the employee to make up the time necessary to reimburse overpayment.
- C. Health Room Assistants will work one (1) additional day, (181), at their regular rate of pay for their regularly assigned time prior to the first student day of the year for health room preparation. This additional day will be paid as part of the Health Room Assistants annual pay.

SECTION 5.2 – LONGEVITY

Longevity shall be defined as continuous years of service with the District as of the employees first day of work, regardless of prior union affiliation and shall be used for salary placement only. Employees hired before February 1st of a school year will be granted a year's experience effective September 1st of the following school year, minus any unpaid leave(s) of absence or other breaks in service.

- A. Military leave and unpaid leaves of absence in which the employee receives worker's compensation benefits shall be exceptions to this clause and shall not be considered breaks in service. Those hired after February 1st will be granted a year's experience on September 1st of the second school year, minus any unpaid leave(s) of absence or other breaks in service.
- B. Employees who move from another NTPS employee group to this unit shall retain their in-District experience for the purposes of qualifying for longevity pay.
- C. New employees hired from another school District who have similar occupational status may be placed on the salary schedule with credit for prior service.

SECTION 5.3 – OUT-OF-CLASSIFICATION PAY

In the event the District assigns an employee to perform services for a shift regularly performed by an employee with a classification within the bargaining unit having a higher rate of pay, the assigned employee shall be paid at Step 1 plus longevity of the higher classification while performing the work of said classification.

Employees who are requested to substitute for an employee from another NTPS bargaining unit that has a substitute pay rate higher than the employee's normal rate of pay, shall be paid at the higher rate.

Paraeducators may say no when asked and will not be required to substitute for another employee; provided, however, those paraeducators who have received District support to obtain

emergency substitute certification, may be directed to serve as a substitute teacher when no regular substitute is available.

SECTION 5.4 – SALARY

Salary Placement

Employees covered under this agreement shall be paid appropriate to their placement on Salary Schedule A or B. (Appendix A)

- A. Those employees whose positions are presently established on the salary schedule shall maintain their longevity and present educational level except, as the change in salary schedule might delete or add steps, placement would then be established in accordance with the new conditions. (See Note in Appendix A).
- B. New employees who have met standard by documenting an AA, ATA, BA, higher degree or successfully completing the ETS State Assessment will be allowed to utilize qualifying credits and/or in-service hours taken after the date in which the standard was met for post standard placement.
- C. All new employees must have appropriate documentation of all coursework, training hours, and experience registered in the Human Resources Department within ninety (90) calendar days of their first day of work in order for the training/education and/or experience to be applicable to the current year salary. Documentation received after the cutoff date will be applicable for the following school year.

Salary Advancement

College credit or in-service hours to be applied toward advancement on the salary schedule, but not offered by the District, must receive prior approval. Employees shall submit to the Human Resources Department an application for approval of the course offering prior to taking the course. (Appendix B).

- A. Courses offered by the District and/or directly related to the employee's job will be the criteria used in evaluating eligible in-service hours.
- B. No advancement on the salary schedule shall be made until the appropriate documentation (original certificate of completion, official transcripts, verification of experience) is registered by the Human Resources Department no later than September 30 of the fiscal year.
- C. Any returning employee planning on advancement for the ensuing school year must adhere to the following:
 - 1. Have all necessary course work or experience completed prior to September 1 of the ensuing school year; and

2. Have appropriate documentation on file on or before September 30th each year for advancement credit for that school year. Salary advancement shall not be credited any later than September 30th of the fiscal year. Documentation received after the cutoff date will be applicable for the following school year.

SECTION 5.5 - INSURANCE AND FRINGE BENEFITS

The parties recognize that the SEBB plan will be implemented in January 1, 2020. Prior to the implementation of SEBB, the parties will reopen to negotiate the implementation of the SEBB plan, to include issues regarding District financial contribution, if negotiable.

New employees desiring coverage for basic benefits and/or optional benefits, as described below, must enroll in the insurance programs within thirty (30) calendar days of the date of hire into a position that qualifies them for benefits. Failure to meet this deadline will result in non-eligibility until the next general open enrollment period for the District. Regular employees shall have the option to change or enroll in basic benefits and/or optional benefits insurance programs during the open enrollment period specified by the District. Only employees working four (4) hours or more per day on a regularly scheduled basis and scheduled to work at least sixty (60) days in a school year shall be eligible for the District's contribution toward insurance premiums.

- A. The District shall provide up to a maximum of the state allocated amount per month per FTE unless exempted above, toward the payment of medical, dental, vision, life, and long-term disability insurance premiums. The state allocated maximum is available for 260-day employees. Less than 260-day employees are allowed a portion thereof in accordance with their regularly scheduled FTE based on 1440 hours equaling a full-time equivalent.
- B. The District shall provide up to the Washington State allocation, including the Health Care Authority (retiree carve-out) amount, for benefits per month per full time employee unless exempted above, toward the payment of medical, dental, vision, life and long-term disability insurance premiums 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, vision, life, and long-term disability insurance plan; medical plan participation is optional. During September, payments shall be based on actual FTE generation for new employees and a continuation of the previous year's pool amount for continuing employees. At the conclusion of the open enrollment period a pool shall be developed to gain maximum utilization of the state insurance appropriations for employees covered by this 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.

SECTION 5.6 - TRAVEL REIMBURSEMENT

Employees required to use their own vehicles for District business shall be compensated at the IRS rate for such travel consistent with current District policy, provided such usage has

prior authorization by the District. At no time will an employee be directed to transport a student in his/her private vehicle.

SECTION 5.7 - IN-SERVICE PAY

Employees who attend required in-services shall receive pay for such attendance at their rate of pay in effect at that time. Required in-services that fall beyond the employee's normal shift or on weekends shall be paid per Section 3.6.C.

- A. The District values the participation of employees in meetings occurring prior to school starting for the purpose of communicating, collaborating and coordinating with classified and certificated staff of a building. Employees may be required by the principal or supervisor to attend staff meetings or in-services prior to the start of the school year. Employees so required will be paid their regular hourly rate of pay for attendance at such meetings.
- B. Employees who are required, by their supervisor, to participate in IEP conferences before or after their normal shift shall receive their normal rate of pay for the actual time spent from the end of their normal shift to the end of the conference.
- C. Any fees/registration costs for required in-services shall be paid by the District. Required activities that fall beyond the employee's normal shift or on weekends shall be paid per Section 3.6.C.

SECTION 5.8 - PROFESSIONAL DEVELOPMENT

A professional development program shall be developed collaboratively with the participation of the District and Association. The District will provide a minimum of \$20,000 per year.

- A. The Professional Development Program shall be developed and evaluated annually by the District and Association representatives. Each party will have the right to select their representatives to the development and evaluation teams.
- B. Any funds left over from the \$20,000 professional development fund will be carried over annually. District required training offered outside the regular work day may not be funded through the Professional Development fund. The District shall provide an annual accounting of these funds to the Association no later than May 1.
- C. The program shall not be operative during any year the District is forced to implement a reduction in force affecting this bargaining unit due to lack of funds caused by a significant drop in State funding, and/or double Levy failure. In the event it should become necessary to curtail the Professional Development Program, the development and evaluation team shall meet and review the impact such a change will have on the program itself.

SECTION 5.9 - HEALTH SERVICES

Employees whose job descriptions include health/medical services will be provided training, as required by law, and at least annually, prior to providing the services. All Washington Administrative Code requirements will be followed in providing these services. This training shall be compensated at the employee's regular rate of pay.

Other para-educators will not be required to perform invasive procedures unless they volunteer and are trained or unless they were hired into a job that specified those duties in the job posting, except in life-threatening emergency situations.

SECTION 6 – VEBA

- A. If selected in the annual election by the Association, the District agrees to make contributions to the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to law. The following procedures shall govern the VEBA process.
1. The Association shall hold an annual election to determine whether the membership shall participate in VEBA for the current school year.
 2. The VEBA election form shall be completed by the Association and submitted to payroll stating the agreement of the bargaining unit members.
 3. The District shall process VEBA contributions in accordance with the VEBA election form.
 4. Bargaining unit members must complete a yearly contribution form in order to participate.

ARTICLE VI - GRIEVANCE PROCEDURE

Definition of Grievance - a grievance is defined as a claim filed by a grievant alleging that the District violated, misinterpreted, misapplied, unfairly applied, or did not apply provisions of this agreement.

Definition of Grievant - a grievant is defined as an employee, group of employees and/or the association with a grievance.

Contents of the Grievance - during each step where a grievance is reduced to writing the written statement shall clearly specify:

1. The specific Agreement section allegedly violated.
2. When this alleged violation occurred.
3. In what way there has been a violation, misinterpretation or misapplication of the Agreement.

4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
5. The name of the aggrieved person, the manner in which the grievant has been injured and the proposed remedy or remedies for resolution of the grievance.

Days - days shall mean workdays, except as specified herein.

Alternate Procedures for Special Situations - provided the grievant and the immediate administrative supervisor agree and the section grieved is not within the purview of the supervisor, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Required Filing Procedure - standard District forms shall be used for the filing of grievances and reporting the findings of investigations. (Appendix C)

Class Grievances - a single grievance claim may be initiated at Step 3 in the interest of a group of grievants having a common complaint.

Cooperation - the administration and the grievant(s) will cooperate with each other in the investigation of any grievance, and further, will furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

Procedures - a grievance must be commenced at Step 1 within twenty (20) days of the action that gave rise to it. Grievance claims shall be processed as rapidly as possible and the time limits provided shall be strictly observed.

Failure to file grievances or to move them to the next step within the timelines indicated shall cause grievances to be null and void. Failure by the District to respond in a timely manner as stated herein automatically moves the grievance to the next step.

Step One

As it is most desirable for an affected employee or Association and the administrator whose actions prompted the perceived contract violation, to resolve problems through free and informal communication, the employee and administrator shall attempt to do so. However, should such informal process fail to satisfy the claimant, then a grievance may be processed through the following steps:

Step Two

If the grievant is not satisfied with the disposition of the grievance at Step 1, a formal written grievance may be filed with the administrative supervisor (see sample Appendix C). Such filing must be within (10) days of the Step 1 meeting. Copies will be transmitted to the superintendent or designee. A hearing, to be conducted within ten (10) days after receipt of the grievance, will be scheduled by the grievant and the supervisor.

Either one or both parties may request assistance from other staff members in resolution of the grievance. Within ten (10) days after the Step Two hearing, the administrator shall provide the grievant and the superintendent with a written answer to the grievance.

Step Three

If the grievance is not resolved at Step Two, the grievant may appeal the grievance to the superintendent or official designee within ten (10) days after receipt of the Step Two decision. A Step Three hearing shall be held within ten (10) days of the receipt of the appeal. At the Step Three hearing each party shall have the right to include such witnesses as it deems necessary to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the superintendent or designee will provide, within ten (10) days, the written decision to the grievant and the grievant's supervisor.

Step Four

If the grievance is not resolved at Step Three, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within ten (10) days of receipt of the Step Three response. The arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.

Jurisdiction of the Arbitrator - The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

Arbitration Procedure - Hearings shall be conducted in accordance with the rules of the agency that was selected. The arbitrator's fees and expenses shall be borne equally by the parties. All other costs will be paid by the party incurring them.

The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.

Grievance Procedure - No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.

ARTICLE VII - MANAGEMENT RIGHTS

SECTION 7.1 - AUTHORITY

It is agreed that the statutory as well as the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. It is agreed that the District retains the right to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules and Human Resources policies relating to the duties and responsibilities of classified employees and their working conditions and the right to maintain efficiency of the District operation by determining the methods, the means and the personnel by which such operation is conducted.

SECTION 7.2 - JOB DESCRIPTIONS

Job descriptions for all positions subject to this Agreement shall be determined solely by the District and its supervisory personnel.

Employees will not be required to perform any duty that is restricted to those holding a teaching certificate. Employees should perform duties within their job description. Employees will only substitute for certificated personnel in the case of an emergency. If the case of an emergency exists the employee will be paid at the substitute pay for certificated personnel.

ARTICLE VIII - HOLIDAYS AND VACATIONS

SECTION 8.1 – HOLIDAYS

All employees shall receive the following paid holidays which fall within their work year: Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Memorial Day, President' Day and Veteran's Day.

SECTION 8.2 - UNWORKED HOLIDAYS

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 shift preceding the holiday or the scheduled shift succeeding the holiday, and is not on leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if the employee is absent on compensated leave either of such shifts.

SECTION 8.3 - WORKED HOLIDAYS

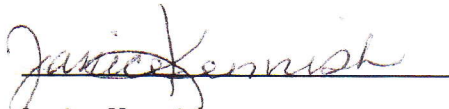
Employees who are required to work on the above described holidays shall receive the pay due them for the holiday plus one and one-half (1 ½) times their base rate for all hours worked on such holidays.

ARTICLE IX – DURATION

This Agreement shall become effective September 1, 2018, and shall continue in effect until the 31st day of August, 2020. This Agreement shall not be extended orally and it is expressly understood it shall expire on the date indicated. This provision is not a waiver of rights under RCW 41.56.123. The District and Association shall meet prior to the expiration of this agreement to negotiate a successor agreement.

By mutual agreement, any or all parts of this Agreement may be reopened for collaborative negotiations at any time.

For the Association:



Janice Kennish


NTPA Co-President
Resources

For the District:



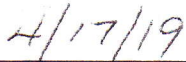
Charlie Burleigh

Executive Director of Human



Lori Huston

NTPA Co-President



Date

APPENDIX A - SALARY SCHEDULES

Substitute Rate = 90% of Base

North Thurston Paraeducator Salary Schedule A (September 1, 2018 – January 31, 2019)

	Substitute Rate	Base	5 Year	10 Year	15 Year	20 Year	25 Year
CAREER CENTER SPECIALIST	17.89	19.88	20.27	20.69	21.10	21.53	21.95
HOME VISITORS	18.30	20.33	20.74	20.93	21.58	22.01	22.44
BRAILLIST	18.68	20.76	21.18	21.61	22.04	22.51	22.96
SLPA/COTA/BEHAVIOR ASSOCIATE/LPN/HOMELESS LIAISON	22.13	24.59	25.08	25.59	26.09	26.62	27.17

North Thurston Paraeducator Salary Schedule A (February 1, 2019 – August 31, 2019)

	Substitute Rate	Base	5 Year	10 Year	15 Year	20 Year	25 Year
CAREER CENTER SPECIALIST	18.59	20.66	21.06	21.50	21.92	22.37	22.81
HOME VISITORS	19.01	21.12	21.55	21.75	22.42	22.87	23.32
BRAILLIST	19.41	21.57	22.01	22.45	22.90	23.39	23.86
SLPA/COTA/BEHAVIOR ASSOCIATE/LPN/HOMELESS LIAISON	23.00	25.55	26.06	26.59	27.11	27.66	28.23

Instructional Paraeducator Salary Schedule B (September 1, 2018 – January 31, 2019)

Yrs	Standard Not Met	1 State Standard Met* 72 Quarter Credits	2 Standard + 10**	3 Standard + 25	4 Standard + 45	5 AA or Std + 90	6 AA+15 or Std+105	7 AA+30 or Std+120	8 AA+45 or Std +135	9 AA +90 or Std +180	10 B/A/M/A
0.00	17.14	18.27	18.47	18.64	18.83	19.00	19.19	19.40	19.60	19.80	19.98
5.00	17.51	18.64	18.83	19.00	19.19	19.40	19.60	19.80	19.98	20.18	20.39
10.00	17.86	19.00	19.19	19.40	19.60	19.80	19.98	20.18	20.39	20.58	20.80
15.00	18.23	19.40	19.63	19.80	19.98	20.18	20.39	20.58	20.80	20.99	21.22
20.00	18.61	19.80	19.98	20.18	20.39	20.58	20.80	21.00	21.22	21.42	21.63
25.00	18.98	20.18	20.39	20.58	20.80	20.99	21.22	21.42	21.63	21.85	22.06
Substitute Rate		16.44									

Instructional Paraeducator defined as those working in special education, Title I, LAP, ESL, library, health room, in-school suspension, home visitors and campus security.

** Defined as quarter credits

Instructional Paraeducator Salary Schedule B (February 1, 2019 – August 31, 2019)

Yrs	Standard Not Met	1 State Standard Met* 72 Quarter Credits	2 Standard + 10**	3 Standard + 25	4 Standard + 45	5 AA or Std + 90	6 AA+15 or Std+105	7 AA+30 or Std+120	8 AA+45 or Std +135	9 AA +90 or Std +180	10 B/A/M/A
0.00	17.81	18.98	19.19	19.37	19.56	19.74	19.94	20.16	20.36	20.57	20.76
5.00	18.19	19.37	19.56	19.74	19.94	20.16	20.36	20.57	20.76	20.97	21.19
10.00	18.56	19.74	19.94	20.16	20.36	20.57	20.76	20.97	21.19	21.38	21.61
15.00	18.94	20.16	20.40	20.57	20.76	20.97	21.19	21.38	21.61	21.81	22.05
20.00	19.34	20.57	20.76	20.97	21.19	21.38	21.61	21.82	22.05	22.26	22.47
25.00	19.72	20.97	21.19	21.38	21.61	21.81	22.05	22.26	22.47	22.70	22.92
Substitute Rate		17.08									

Instructional Paraeducator defined as those working in special education, Title I, LAP, ESL, library, health room, in-school suspension, home visitors and campus security.

** Defined as quarter credits

For the 2019-2020 school year, 8.5% (inclusive of IPD) added to the base.

APPENDIX B - CLASSIFIED PRIOR APPROVAL APPLICATION



NORTH THURSTON PUBLIC SCHOOLS

Classified Application for Salary Credit/In-service Hour Prior Approval

Instructions: Please complete form and submit to Human Resources for *Prior Approval* of salary credit or for in-service hours taken outside of the North Thurston Public Schools. **Attach literature/flyer explaining course offerings with this form.** Please note this approval is for salary purposes only. You should first check with your building administrator for authorization to attend.

Name: _____ Location: _____

Date: _____ Position: _____ SSN# _____

CRITERIA

In compliance with the agreement between North Thurston Public Schools and the North Thurston Public Schools Para-educator Association, credits/in-service hours earned will be counted towards salary advancement only if the content of the course meets at least one of the following:

1. *It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned.*

IN-SERVICE - Prior Approval:

Office Use Only: Approved Not Approved

You are required to obtain and complete a certificate of completion (provided by the instructor or institution offering the course) with the instructor's signature upon completion of course. The **original** form must then be submitted to Human Resources by **September 30th** to be granted credit towards salary advancement.

Course Title: _____

Dates of In-service: _____ Organization Responsible for In-service: _____

Total Hours Available: _____ Meets Core Competencies (See back): _____

Participant's Signature _____ Date _____

Human Resources Signature _____ Date _____

COURSE CREDIT- Prior Approval:

Office Use Only: Approved Not Approved

Duplication of a previous course is not, in most circumstances, approved for salary advancement. Please contact Human Resources if you need clarification. Official transcript must be received in Human Resources by **September 30th** to be granted credit towards salary advancement.

Course Title: _____ Course #: _____ College/University: _____

Dates of Course: _____ # Credits: _____ Quarter Semester

Participant's Signature _____ Date _____

Human Resources Signature _____ Date _____

APPENDIX C - COMPLAINT BY THE AGGRIEVED FORM

DISTRIBUTION OF FORM:

Association Representative
 Immediate Supervisor Step 2
 Association
 Grievant

COMPLAINT BY THE AGGRIEVED:

Type or Print:

Aggrieved Person Date of Formal Presentation

Home Address of Aggrieved Person Telephone

School Immediate Supervisor

Association Representative

STATE OF GRIEVANCE:

1. The specific Agreement section allegedly violated.
2. When this alleged violation occurred.
3. In what way there has been violation, misinterpretation or misapplication of the Agreement.
4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.
5. The name of the aggrieved person, the manner in which the grievant has been injured and the proposed remedy or remedies for resolution of the grievance.

RELIEF SOUGHT:

Signature of Aggrieved

Check here if attachments are necessary

APPENDIX D - SEVEN STEPS of JUST CAUSE

- Was the employee adequately warned of the consequences of their conduct?
- Was the employer's rule or order reasonably related to efficient and safe operation?
- Did management investigate before administering the discipline?
- Was the investigation fair and objective?
- Did the investigation produce substantial evidence or proof of guilt?
- Were the rules, orders and penalties applied evenhandedly and without discrimination?
- Was the penalty related to the seriousness of the offense and the past record?