

2016-2022
COLLECTIVELY BARGAINED
AGREEMENT



**SELAH EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

AND

SELAH SCHOOL DISTRICT #119

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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employee's Collective Bargaining Act (hereinafter the Act);

to promote the continued improvement of the relationship between the Selah School District and the classified employees of said District;

to provide a uniform basis for implementing the right of public employees to join the Selah Educational Support Personnel/Washington Education Association and to be represented by such organization in matters concerning their employment relations with the District;

to set forth prescribed rights of the classified employees of the District;

to enable the classified employees more fully to participate in and contribute to the development of policies pertaining to wages, hours, and working conditions and other matters of mutual concern;

ARTICLE I

ADMINISTRATION

SECTION 1. RECOGNITION

- 1.1 The District hereby recognizes the Selah Educational Support Personnel/Washington Education Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in Article, I Section 1.2.
- 1.2 The bargaining unit to which this agreement is applicable is as follows: Any and all full-time and regular part-time classified employees of the Selah School District #119, except the employees represented by the Food Service Personnel, Selah Educational Office Personnel Association, and Support Services Personnel bargaining units.
- 1.3 The term "**Association**" when used hereinafter in the Agreement shall refer to the Selah Educational Support Personnel/Washington Education Association.
- 1.4 The term "**employee**" when used hereinafter in the Agreement shall refer to the Selah Educational Support Personnel/Washington Education Association.
- 1.5 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and the feminine and words denoting number shall include both the singular and plural.

SECTION 2. STATUS OF AGREEMENT

- 2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 2.2 Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from current individual salaries and economic benefits under existing rules, regulations, policies, resolutions, agreements, and practices of the District in effect prior to the effective date of this Agreement.

2.3 The effective date of this Agreement and any successor Agreement shall be the earlier of September 1 or the day after the termination date of the previous collectively bargained Agreement.

SECTION 3. CONFORMITY TO LAW

3.1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, 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 as stated in 3.1, such provision shall be renegotiated. Negotiation shall commence within two weeks after receipt of the written tribunal decision.

SECTION 4. DISTRIBUTION OF AGREEMENT

4.1 The cost of the printing and distributing of the Agreement shall be borne equally by the District and the Association. The Association shall distribute to all employees copies of this Agreement. Ten additional copies shall be provided to the Association.

All employees new to the District shall be provided a copy of the Agreement by the District upon their date of hire and such Agreement shall be available to all applicants for classified positions for review.

4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

SECTION 5. MANAGEMENT RIGHTS

5.1 It is understood and agreed that with the exception of the provisions of this collectively bargained Agreement, the Board of Directors and the District retain all of the rights, powers, functions, and authority vested in management by law, custom, practice, and rules and regulations of federal, state, county, and all other regulatory agencies.

ARTICLE II

B U S I N E S S

SECTION 1. DUES DEDUCTIONS AND REPRESENTATION FEES

1.1 All members of the bargaining unit shall be eligible for membership in the Association. The Association shall have the right to have deducted from the salary of members of the Association (upon receipt of a signed membership form) an amount equal to the fees and dues required for membership in the Association.

1.2 To initiate membership dues deduction, the Association shall submit membership forms to the District payroll office.

- 1.3 On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association which are to be deducted in the coming school year under all payroll deduction. The total for these deductions shall not be subject to change during the school year. The District shall also deduct donations to WEA-PAC and NEA-FCPE authorized by the employee.

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to promptly remit directly to the agency designated by the Washington Education Association (WEA) all monies so deducted, accompanied by a list of employees from whom the deduction has been made.

The Association agrees to reimburse the District or any employee from whose pay dues and assessments were deducted those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

- 1.4 Indemnification. The Association will indemnify, defend, and hold the District harmless against any claim made in any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. In the event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

SECTION 2. RIGHTS OF THE ASSOCIATION

- 2.1 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:
- 2.2 Special conferences for important matters will be arranged between the Association President and the designated representative of the District upon request of either party. Such meetings shall be between at least two representatives of the Association and representatives of the District.
- 2.3 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the District's courier service to distribute Association material.
- 2.4 The Association shall have the right to use school facilities for meetings and school equipment, including computers, copy machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. The District will be provided with a copy of all materials produced.
- 2.5 Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations. Representatives shall inform the appropriate supervisor/administrator prior to contacting District personnel.
- 2.6 Employees shall be entitled to be represented by the Association. When necessary, the Association representative, during working hours, without loss of time or pay, may represent employees and investigate and present grievances to the District. Should it become necessary for a representative to leave his/her place of work in order to represent an employee or investigate a grievance, the representative shall notify the supervisor and give

the work site of the employee he/she is going to see. The representative shall notify the supervisor upon his/her return to work.

2.7 The District agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits; register of bargaining unit personnel; agendas and minutes of all school board meetings; treasurer's reports; census and membership data; names of all employees; salaries paid thereto; and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees; together with information which may be necessary for the Association to process any grievance or complaint.

2.8 The District shall grant a total of fifteen (15) paid leaves to the Association for meetings, conferences, negotiations or Association business. Each leave shall be equal to one regular work shift of the affected employee. Additional Association leave may be granted by the Superintendent.

Requests for Association leave shall be submitted in writing by the Association President to the Superintendent at least two (2) District office business days before the leave is to take effect. The reason for the leave is to be clearly stated.

The Superintendent shall acknowledge receipt of the request to the Association President, the supervisor, and the employee taking such Association leave.

The Association shall reimburse the District for the cost of the substitute(s).

2.9 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) claiming to represent any portion of the unit or potential member of the unit.

2.10 Changes in employee status, such as new hires, termination or changes from temporary to permanent, shall be provided to the Association President when the changes are made. The Association President or designee will be provided access to new employees for up to one (1) hour during the District's August new employee orientation day and during the two conference weeks to provide Association information to any new hires.

2.11 For employees new to the District who did not attend the August orientation in Section 2.10 above, the Association shall be provided access to Employees for up to thirty (30) minutes, during the employee's regularly scheduled paid time, for the new employee to meet voluntarily with the Association President or designee. The Association will attempt to schedule this meeting with the employee during the employee's first two weeks of employment. If for any reason this meeting cannot be scheduled within this time period, however, access to new employees for this purpose will be granted during the first ninety days of employment per RCW 41.56.037.

ARTICLE III

P E R S O N N E L

SECTION 1. EMPLOYMENT PROCEDURES

1.1 The District and the Association recognize five (5) categories of employees:

- A. Permanent employees: Employees assigned to permanent positions.
 - 1. Regular full-time: An employee who is employed for forty (40) hours per week for 180 or more days per year (1440 or more work hours per year).
 - 2. Regular part-time: An employee who is employed for less than forty (40) hours per week and/or less than 180 days per year (less than 1440 work hours per year).
- B. Temporary employees: Employees who are 1) in non-permanent positions for a specified period of time, not to exceed ten (10) months, 2) replacing a permanent employee on an authorized leave, or 3) in a non-permanent position which is provided by temporary funding.
- C. Substitute employees: Employees employed on a casual basis for a short duration, usually one (1) day at a time.
- D. Probationary employees: An employee shall be considered on a probationary status for his/her first ninety (90) working days.
- E. Trainee employees: A participant in a federal or state funded on-the-job training program.

1.2 Employees shall be covered by the terms and conditions of this Agreement as follows:

- A. Permanent employees and probationary employees shall be covered by all terms and conditions of this Agreement, except as follows: Probationary employees may be terminated without regard to due process provisions of this Agreement, and there shall be no recourse to the grievance procedures provided hereunder. Prior to termination, the employee's supervisor should meet to discuss any concerns or deficiencies with the employee. The Association will be notified of any probationary terminations.
- B. Temporary and substitute employees shall be covered by the following contract provisions:
 - 1. The above employees shall be paid at the substitute rate on the salary schedule. Substitute employees will be paid for a minimum of two (2) hours per call. Temporary employees working six (6) months, or who are anticipated to work six (6) months or more, shall be paid at Step 1 on Schedule A.
 - 2. Temporary employees may be eligible for insurance benefits as per Article III, Section 18.
 - 3. Temporary employees whose employment is expected to continue for at least six (6) months shall also receive an allocation of sick leave under Article III, Section 19.1, annual leave under Section 19.8, and unpaid contract time under Section 15.8.
- C. Temporary and substitute employees shall not accrue seniority in the bargaining unit.

1.3 In no case shall employees be requested or required to perform any duties requiring an educational certificate. If a certificated substitute is not available and an employee is requested or required to fill in or substitute for certificated personnel, the employee will be

paid the District's substitute teacher rate, provided that the employee has a valid and current emergency or continuing teaching certificate.

- 1.4 The Employer agrees that it will not subcontract any bargaining unit work performed by employees in the regular course of their employment if the same will cause a layoff, reduction of regular hours, or prevent a recall of anyone in the bargaining unit. Subcontracting will be utilized when:
 - A. The work or service cannot be performed in accordance with regulatory or standard specifications.
 - B. The Employer does not have the personnel, proper equipment, skills, or capacity to perform the work or which would be economically beneficial for the District.
- 1.5 Seniority shall be defined as the length of service within the District as a permanent employee represented by the Association. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots. An employee does not earn seniority credit when he/she takes an approved leave of absence under Article III, Section 19.10, Other Leaves, for more than twenty (20) consecutive days. The days an employee is absent from work on all other approved days (sick leave, jury duty, annual leave, etc) shall continue to count for seniority purposes.
- 1.6 Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work in the current classification.
- 1.7 All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire as a permanent employee represented by the Association. The second shall reflect his/her most recent date of employment within a classification. For purposes of this provision, all employees shall be placed in the following classification(s) based on their current assignment(s):
 - A. Custodial
 - B. Para-educators
 - C. Transportation
- 1.8 The District shall prepare, maintain, and post (online and one copy at each work site) the seniority list, which shall include each employee's District hire date, classification date and current work site. The initial seniority list shall be provided to all unit employees on or before December 1 annually. Employees shall have thirty (30) days from the date of posting the seniority list to file a request for correction of data to the District Human Resources Office. The District shall consider any request for correction and respond within thirty (30) days of receipt of the request. The final seniority list shall be provided to all unit employees (online and at each worksite) on or before February 1 annually. A copy of the initial and final seniority lists shall be provided to the Association President.
- 1.9 Seniority shall be lost by an employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position.
- 1.10 An employee who is resigning shall give two weeks' notice. A resigning employee shall be entitled to all accrued benefits, provided proper notice has been given.

- 1.11 Temporary positions created by the District for the summer months shall be posted online. Employees interested in summer employment shall apply online. District employees shall be hired if qualified. Employees hired for positions outside their regular classification will be paid at the first step of the level established for the temporary job classification.
- 1.12 In the event that the District assigns an employee to perform services regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification after a period of five (5) work days retroactive to the first work day in the higher classification. In the event an employee is temporarily assigned by the District to perform services of a classification with a lower rate of pay, the employee shall be paid at the employee's normal rate of pay while performing said services. In the event that an employee requests reassignment to a job classification at a lower rate of pay, then the employee shall be paid at the rate of pay applicable for the classification requested. The rate of pay for new positions for which no existing classification applies will be bargained with an Association representative.
- 1.13 A copy of all job descriptions in the bargaining unit shall be available online or provided to the Association, upon request. Employees will be provided with a copy of their job description when hired or it is changed.

SECTION 2. DUE PROCESS

- 2.1 No employee shall be disciplined (including warnings, reprimands, suspensions, termination or other actions which would adversely affect the employee) without just and sufficient cause. The specific grounds forming the basis for disciplinary action will be made available, upon request, to the employee and the Association in writing, unless the employee specifically requests the Association not be informed.
- 2.2 The District shall advise the employee of his/her right to have present a representative of the Association prior to any meeting that the employer reasonably believes may lead to disciplinary action. When a request for such representation is made, no final action shall be taken with respect to the employee until such representative of the Association is present.
- 2.3 The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, written reprimand, suspension with or without pay, 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.
- 2.4 Any complaint not called to the attention of the employee within ten (10) work shifts may not be used as the basis for any disciplinary action. An exception to this timeline requirement may be made in cases where disclosure may compromise a continuing criminal investigation.
- 2.5 The District shall continue to employ all employees year to year unless there is just cause to terminate or lay off an employee. Employees not notified prior to the end of the students' school year shall be continued in employment for the following year, unless lay off is necessary.
- 2.6 Employees who are terminated shall be given all accrued benefits to the date of termination.

SECTION 3. LAYOFF AND RECALL

- 3.1 Layoff shall be defined as a necessary reduction in the work force beyond normal attrition. When it becomes necessary to reduce staff as determined by Board action, the following criteria shall be used:

- A. The District shall determine the number of staff leaving for reasons of: Retirement, normal resignations, leave, discharge, and that these vacancies shall be filled with the existing staff insofar as possible.
 - B. Positions shall be filled by those within the District who are qualified as determined by the job description/posting.
- 3.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.
- 3.3 In the event of a necessary reduction in work force, the District shall first lay off probationary employees, then the least senior employees by classification. In no case shall a new employee be employed by the District while there are laid off employees who are qualified for a vacant or newly created position.
- 3.4 Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position within their classification for which they are qualified, which is held by the least senior employee.
- 3.5 In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the District gives ten (10) work days' written notice to the affected employee(s).
- 3.6 A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority within classification.
- Laid-off employees serving as substitutes shall be afforded the same due process rights as permanent employees prior to removal from the substitute and recall lists.
- 3.7 Laid-off employees may continue their health, dental, and vision insurance benefits by electing to participate in the COBRA program.
- 3.8 Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- 3.9 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall or fails to report to perform work for which he/she is qualified shall forfeit his/her seniority rights.
- 3.10 Employees on lay-off shall retain their seniority for purposes of recall for a period of one (1) year from the date of lay-off. Any employee on lay-off for more than one year shall lose his/her seniority and any further rights under this Agreement.

3.11 Employees who are on leave during a reduction-in-force (RIF) and who are otherwise entitled to a right of return under Section 19 shall be placed in positions or laid off pursuant to their seniority as determined under this Agreement.

3.12 The District agrees to grandfather any current (as of 9/1/05) para-educators from the ESEA "highly qualified" requirements applicable to all new hires. Para-educators not "highly qualified" under ESEA are not qualified for positions for which this designation is required (Title I funded or working in a Title I school-wide building). Employees who have been "grandfathered" by the state shall not have to meet ECEAP certification requirements and shall receive additional ECEAP compensation. Employees who are presently working on ECEAP certification requirements shall receive additional compensation upon completion of their certification.

Employees who fail to obtain ECEAP certification within the timelines prescribed by statute will be placed in non-ECEAP positions.

SECTION 4. EMPLOYEE RIGHTS

4.1 The District hereby agrees that employees shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the state of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act, other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations.

SECTION 5. INSERVICE

5.1 Inservice Opportunities

Inservice opportunities funded by the work site, including full funding for expenses, shall first be applied for and funded by each worksite budget. If worksite funding is not available or the application is denied, the employee may apply for District funding. If other funds are not available, any impacted employee may apply directly to the Assistant Superintendent for Business and Personnel.

5.2 Inservice Training Stipend

In addition to the inservice opportunity noted above, employees may pursue and qualify for the following stipend on an annual basis:

Employees who complete sixteen (16) clock hours of approved training will be paid a stipend of \$250.00. One (1) stipend will be awarded each year, but employees may take two (2) consecutive school years to qualify for the stipend. Issuance of the stipend is subject to the following stipulations:

- 1) Staff Development must be directly related to the job function.
- 2) The intent of this stipend is to encourage employees to obtain training in job-related skills, other than those required for the job and take advantage of inservice opportunities outside the regular work day or week;
 - A) Time spent during the normal workday in inservice activities related to skills that are required for the job is not considered under this stipend category.
 - B) Travel time to and from an activity or class does not qualify.
 - C) Training in skills not required by the position, but valuable to the staff member and the District in performing the employee's job, and attended outside the regular workday or week, do qualify.
- 3) Requests to attend activities must be submitted and approved in advance to the immediate supervisor on the District form (Appendix B). One form should be used for each course or session.
- 4) Proof of the successful completion of the course or training activity is necessary to qualify for the stipend. Proof may consist of course completion certificates, instructor letters, institution transcripts, or other approved forms of successful completion.
- 5) Application for the stipend should be made after the completion of the sixteen (16) hours and be submitted to the immediate supervisor with all of the pre-approved forms and documentation of successful completion of the hours. Supervisors will submit the final forms to the Human Resources Director.

5.3 Para-educator Instruction

The District recognizes the importance of the role of the para-educator in a direct instruction model. Para-educators who are assigned to give direct instruction to a group of students will be provided annual training that supports the use of the assigned direct instruction materials.

SECTION 6. EVALUATION

- 6.1 All employees shall be evaluated by their immediate supervisor by June 1 of each year. New employees shall be evaluated within the first ninety (90) working days of employment. The evaluation forms used shall be those attached as Appendices C-1 through C-3 to this Agreement.
- 6.2 No member of the bargaining unit shall evaluate or assist in the evaluation of another employee within the bargaining unit.
- 6.3 Each evaluation will focus upon the employee's performance of the *Essential Functions and Responsibilities* and continued proficiency of the *Minimum Qualifications* contained in the current position description (Appendix C-1 through C-3). Strengths and weaknesses will be noted, with specific suggestions for improvement where appropriate.
- 6.4 Once completed, the evaluation shall be signed by the immediate supervisor and the employee and dated. The employee's signature does not indicate approval, only that he/she has seen the evaluation.

- 6.5 A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee.
- 6.6 An employee may file a rebuttal to the evaluation, which will be placed with the evaluation in the employee's personnel file so long as the rebuttal is filed with the Human Resources office within thirty (30) days of the employee's signature to the evaluation document.

SECTION 7. PERSONNEL FILES

- 7.1 Employees who have met Federal Certification for NCLB/ECEAP will have the qualifying method noted in their electronic personnel records.
- 7.2 Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Anyone at the employee's request may be present in this review. Upon request, a copy at the employee's expense of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District except that administrators may keep individual working files as necessary for evaluation. The contents of the working file will be offered to the employee at the annual evaluation conference.
- 7.3 Any derogatory material not shown to an employee within ten (10) work shifts after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, except in such cases where disclosure may jeopardize an ongoing criminal investigation. All such material must be signed or initialed by the employee and the employee shall have the opportunity to attach his/her own comments. The employee's signature/initials acknowledges receipt of materials and does not indicate agreement with the contents.
- 7.4 Upon the employee's request, the Superintendent or designee shall sign to verify contents.
- 7.5 Upon written request, derogatory material may be removed after three (3) years.
- 7.6 Only the designated supervisor, the Assistant Superintendent or the Superintendent may place material in the employee's file.

SECTION 8. EMPLOYEE MONITORING

- 8.1 All monitoring or observation of the work performance of an employee shall be conducted openly and shall not be used at any time as a form of covert monitoring. Mechanical surveillance devices shall not be used, without prior notification, for evaluation or discipline purposes. If an illegal act is unintentionally recorded appropriate employee discipline, protected by due process provisions, may apply.

SECTION 9. EMPLOYEE PROTECTION

- 9.1 The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection, to a minimum coverage of \$500,000, must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or its representative.

- 9.2 Any case of assault upon an employee shall be promptly reported to the appropriate law enforcement agency and the Board or its designated representative.
- 9.3 No final action shall be taken upon any complaint by a parent of a student directed toward an employee prior to said complaint being discussed with the employee.

SECTION 10. ASSIGNMENTS/VACANCIES

GENERAL PROVISIONS. To insure that the District has the best qualified employees employed in the District, the following process will be used in the assignment and transfer of employees. Classified employees shall be notified in writing not later than the end of the students' school year of any changes in their assignment or hours for the following school year. If unanticipated changes in staffing or program after the end of the students' school year require a change of assignment, such changes shall not be done in an arbitrary or capricious manner.

10.1 ASSIGNMENT. An assignment is an employee's specific duty position. Reassignment is a change in assignment, within the same job site, made during the work year. Reassignments shall be based upon justifiable needs of the District and shall not be done in an arbitrary or capricious manner. Assignments shall be made by the Superintendent or designee.

10.2 VACANCY. A vacancy is any newly-created position to be filled or any previously existing or continuing position to be filled. The District shall be allowed to move employees on the job site provided they are qualified for said position and the work shift remains the same without declaring a vacancy or open position.

10.3 TRANSFER. A transfer is a change in assignment between job sites made during the work year.

SECTION 11. TRANSFER

11.1 VOLUNTARY TRANSFER. In the determination of transfers, the convenience and work of the employee and the needs of the District shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer, the following procedure shall be used:

- A. FILING REQUESTS. Employees who desire to apply for vacancies or transfer to another building or job classification shall complete a request for transfer within five (5) business days from when the job is posted within the District; unless the posting occurs when the employee normally does not work, in which case the employee shall have ten (10) business days to request the transfer. The Superintendent or designee shall acknowledge promptly in writing to the individual making application the receipt of application.
- B. Employment of any new employee for a specific position shall not be made until all those District employees who have a pending request for transfer have been considered by the Superintendent or designee.
- C. In the determination of requests for voluntary transfer, the needs of the District and the wishes of qualified applicants shall be considered. The qualifications of each employee will be evaluated and assessments made as delineated in Article III, Section 12.3.
- D. Explanation of Decision. Prior to the announcement of the selected employee, the Superintendent or his designee shall notify in writing, and may have a personal

conference with each employee whose request for transfer was not granted and the reason(s) for not granting the request.

11.2 INVOLUNTARY TRANSFERS

- A. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the program. Each transfer will be considered on its merits and will be made in keeping with the best interests of the program and the District.
- B. If an involuntary transfer is necessary, then an employee's area of competence, District work experience, the needs of the District, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned. No involuntary transfer shall occur if a qualified volunteer meeting the above criteria is available.
- C. The Superintendent (or designee) shall notify the affected employee and the Association, in writing, of the reasons for such involuntary transfer before the change is to become effective. In the event that an employee objects to the involuntary transfer, he or she may request a meeting with the Assistant Superintendent to discuss the involuntary transfer. The employee may, at their option, have an Association representative present at such meeting.
- D. Employees who are involuntarily transferred will be given priority on returning to the building or position from which they have been transferred if openings for which they are qualified become available during the next 12-month period.

SECTION 12. POSTING

To assure that employees are given every consideration in filling any vacancies or newly-created positions which occur at any time within the District, the following procedures shall be used.

12.1 VACANCIES AND NEW POSITIONS. All vacancies and new positions shall be publicized to the staff and the Association through a written notice which shall be distributed to the identified building representative within each building as far in advance of the date of the opening of any vacancy or new position as possible, but in no case shall such vacancy be closed prior to a five (5) calendar day announcement. The Association shall provide the District with a list of the designated building representatives.

If a position is vacated within thirty (30) calendar days of the School Board's action approving the hiring of a new employee, the District may offer the position to another qualified applicant from the original applicant pool without re-posting the position. If more than thirty (30) days has expired, the normal posting requirements shall apply.

12.2 QUALIFICATIONS. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying. The addition of new qualifications after the posting of a position and before filing the position will require the reposting of that position to allow all employees a fair process for applying for the revised posting.

12.3 FILLING POSITION. All vacancies or new positions shall be filled on the basis of qualifications for the position. The District shall screen and consider all transfer applicants prior to the screening and consideration of outside, non-bargaining unit applications. The qualifications of each candidate will be evaluated and assessments made in the areas of work experience, training, evaluations and/or recommendations, and physical qualifications

appropriate to the vacancy. Should more than one (1) candidate be equally qualified, seniority shall be the determining factor.

12.4 All staff shall be provided the opportunity prior to the close of the school year to list their interests in transferring to a different position. In the event that a position becomes vacant in which an employee has indicated an interest, the Superintendent's office shall notify said employee via e-mail and/or District web site and by phone call to the phone number indicated.

12.5 Notwithstanding any other provision of this Agreement, the District will internally post all non-permanent positions, other than for leave replacements, of more than two (2) hours per day through e-mail notification to all staff, including building representatives and the Association President. Such posting will be for a minimum period of five (5) calendar days before closing. The District will fill such positions from among current employees, provided one or more employee applicants is qualified for the position and can accommodate the scheduled hours within their current schedule and without exceeding the 40-hour per week overtime threshold. Employees may not flex their assigned schedule in order to take the non-permanent position. If hiring from within is not possible in accordance with these provisions, the District will post the position following the process outlined in Section 12.1, above, unless waived by the Association President.

SECTION 13. MISCELLANEOUS WORKING CONDITIONS

13.1 Employees shall not be required to work under unsafe or hazardous conditions; perform tasks which endanger their health, safety or well being; or operate unsafe vehicles or equipment. In the event that an employee, while on duty supervising students, believes that there is inadequate safe supervision while on duty, the employee shall report such immediately to the District designated campus Safety Officer for immediate remedy.

13.2 In the absence of a building supervisor (principal), or designee, employees shall not be held accountable or made responsible for the supervision of people using the facilities. Employees shall take reasonable steps to protect District property/facilities.

13.3 Each employee shall be assigned a supervisor of record for purposes of evaluation and the grievance procedure.

13.4 The District shall provide furnished lounges/dining areas, restrooms for employee use, appropriate office or classroom furniture, and parking space for employees. A designated secure place will be provided for each employee's personal items (i.e., purse, coat, phone). Employees will be issued keys consistent with security needs.

13.5 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas. The District or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations, within the constraints of law.

13.6 Employees may use such reasonable physical force with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property.

13.7 With the exception of crossing guards, custodians, drivers, and maintenance personnel whose jobs require outdoor work, no employee shall be required to work out-of-doors when the temperature reaches -10F or lower, adjusted for wind chill factor, or when, regardless of

temperature with or without wind chill adjustment, the building administration decides not to send students outside for recess.

13.8 No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so.

13.9 The District shall provide without cost to the employee the following:

- A. Approved first-aid kits and materials at each work site.
- B. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard hats, and auditory protection devices.
- C. Reimbursement for the cost of special licenses or permits required for the employee to perform his/her job.

13.10 Para-educators will be provided for the special education school bus when the child's disabling condition(s) warrants the need.

13.11 The District may employ a driver as a driver-trainer in order to train bus drivers. Such person shall be certified by the State of Washington as a driver-trainer. The cost of the required annual inservice, after initial certification, shall be paid by the District. The District may use a substitute driver to drive the driver-trainer's route when he/she is training. An additional payment per hour will be paid on all hours worked as a driver-trainer per the SESP salary schedule.

13.12 Employees are not responsible for finding their duty replacements for their school duty station. The supervising administrator is responsible for reassigning duties as needed when an employee is absent.

SECTION 14. HOURS OF WORK AND OVERTIME

14.1 The normal work week for all employees shall be Monday through Friday. Employees may be assigned other work weeks provided ten (10) days advance notice is given and the schedule is justified. The District shall not require any employee to work more than five (5) shifts of eight (8) hours each, unless the overtime rate of 1-1/2 times their regular hourly rate is paid. Vacation, holiday, and leave days shall not be credited for more than eight (8) hours per day.

14.2 Each employee shall be assigned to a definite shift with designated times of beginning and ending. Work schedules showing the employee's shifts, work days, and hours may be posted in appropriate work areas.

On the pre-student workday for certificated staff, para-educators may, on a case-by-case basis and with approval of their building administrator, work up to an additional four (4) hours on projects related to the start of the student school year. Hours will not be denied in an arbitrary and capricious manner and any denial may be grieved.

Para-educators who are assigned to provide instruction to students will be provided the opportunity to attend trainings when the District adopts new core instructional materials that the para-educator will be required to use with students. Such training will not necessarily be the same as what is received by the certificated teacher, but will be appropriate in scope to the para-educator's role in delivering the instructional materials. Approved time spent outside of the regular work day to attend these trainings will be paid at the employee's hourly wage.

14.3 Each shift of more than five (5) hours per day shall include a thirty (30) minute duty-free lunch period as near the middle of the shift as practicable, and also include a fifteen (15) minute first half and a fifteen (15) minute second half rest period. Both such rest periods shall occur as near the middle of each half shift as is practicable. Employees working four (4) continuous hours per day shall receive a fifteen (15) minute rest period.

14.4 Overtime shall be divided among employees within each department. If the District determines that a substitute is required and no substitute is available, then additional hours will be offered to employees within the affected classification in the department. Employees interested in receiving additional hours may submit their names to their supervisor for consideration.

A) Overtime shall be offered to qualified employees using the following steps:

Step 1: Most senior employee on job site.

Step 2: Employees on job site.

Step 3: Most senior of total classification.

Step 4: Least senior of total classification.

B) All hours worked in excess of forty (40) hours a week shall be compensated at the rate of 1-1/2 times the employee's regularly hourly rate.

C) Employees called back for emergency work shall receive compensation for no less than two (2) hours and at 1-1/2 times their regular rate. Hours worked immediately following a shift shall not be considered as call-back time.

14.5 Employees shall be granted up to a 10-minute period at the end of the work shift in which to put away equipment and supplies and for the purpose of clean-up, if needed.

14.6 Shifts for transportation personnel may vary to meet the required bus schedules. All drivers shall receive a minimum of two (2) hours pay for each of the regular, morning, mid-day, and afternoon runs. Exceptions to the established driving times will be granted for emergencies, safety or unusual situations. Continuing changes to established routes and/or addition of new stops must be authorized by the District.

14.7 Extra trips are those trips other than regularly scheduled daily bus runs; except for special circumstances when the District may choose to subcontract for transportation if District equipment is not adequate for long trips outside of current league boundaries. Subcontracted transportation shall not be considered an extra trip to be posted, as per Article III, Section 1.4.

A) All extra trips shall be posted as soon as the trip is scheduled and, whenever possible, at least ten (10) calendar days prior to the trip.

B) All extra trips shall be placed in one of five (5) categories:

1) School day trips. Drivers are eligible from permanent hire date as a driver.

2) Saturday trips. Drivers are eligible from permanent hire date as a driver.

3) Short trips, two hours or less. Drivers are eligible from permanent hire date as a driver.

- 4) Overnight trips. Drivers are eligible three (3) years from permanent hire date as a driver.
 - 5) Last minute trips. Trips turned in within twenty-four (24) hours or less of trip date, drivers are eligible under Article III, Section 14.7, B, criteria 1, 2, 3, and 4.
- C) Each eligible driver will be listed by seniority in each category at the start of the year to begin the assignment rotation. Trip requests are arranged by date, departure time and category as they are received. Each trip is issued a "post date" (the date the trip is posted to allow drivers to sign up) and a "pull date" (the date the trip will be assigned to a driver). Each driver is responsible for checking the trip postings each day. A driver may sign up for any posted trip the driver would like to take.
- D) No driver shall be eligible to sign up for or take a trip that will result in more than two (2) hours of overtime per week, unless or until no other permanent driver who would be eligible for the trip under this rule has elected to sign up for the trip.
- E) Trip assignment will be made from the list of drivers who have signed up by the pull date. Assignment is made based on the driver's placement in the rotation for the category, and status of other trips already assigned each driver. A driver cannot accept trips in multiple categories that would conflict in date or time.
- F) If a driver declines a trip which has been assigned to them, he/she will be placed at the bottom of the rotation. A driver who declines an assigned trip a total of three (3) times in a school year will be put at the top of the sub category for the remainder of that school year, making them eligible for trips only if no permanent driver is available.
- The declined trip will be assigned to the first alternate named at the time of original assignment. If the first alternate declines the trip, it will be offered to the subsequent alternates, in sequential order, until it is accepted.
- G) If a trip is canceled, the driver will retain his/her current position in the rotation. No special trip assignment consideration will be given to the driver of a canceled trip.
- H) Drivers who are unable to complete trips for any reason, will have their names returned to the rotation as if the trip had been completed, as delineated in Article III, Section 14.7, E. The trip will be posted as a "Last Minute Trip" (Article III, Section 14.7, B, criteria 5), if it is declined with less than twenty-four (24) hours of the scheduled trip departure time.
- I) A driver who doesn't work the day before a scheduled trip for any reason other than pre-approved leave, will forfeit the assigned trip. The trip will then go into the "last minute trip" category to be reassigned.
- J) Substitute drivers may be used for trips delineated in Article III, Section 14.7, B, criteria 1, 2, 3, and 5 when no permanent drivers are available. Assignment is to be made with the approval of the Transportation Supervisor. Substitute bus drivers are listed in their own assignment rotation list based on seniority.
- K) Trip time is defined as the time the bus is loaded and ready to leave for the destination. The trip driver will report prior to trip time to allow for the procedures described below, and have the bus at the loading site ten (10) minutes prior to departure time for loading.
- 1) Procedures for a bus that has not been pre-tripped by the trip driver. The trip driver will report thirty (30) minutes prior to departure time to allow for bus pre-trip and paperwork,

and must have the bus at the loading site ten (10) minutes prior to departure time for loading.

- 2) Procedures for a bus that has already been pre-tripped by the trip driver for a preceding assignment. The trip driver may report directly to the loading site ten (10) minutes prior to departure time for loading, and not repeat the pre-trip procedures.

Drivers will be allowed a minimum of an additional fifteen (15) minutes at the end of a trip for cleanup and reports.

14.8 Co-Curricular Trips

- A. Drivers are entitled to a prearranged 30-minute duty-free meal break, exclusive of travel time, on trips of five hours' duration or longer. Drivers may leave the destination site for their meal break after notifying the supervising staff member.
- B. The driver may use the bus to travel to the meal site unless athletes will be exposed to inclement weather during outdoor events in the absence of the bus.
- C. The driver may be used to transport injured athletes with minor medical emergencies, when accompanied by a designated staff member. Serious medical emergencies, requiring trained medical professionals, should not use a bus for transport.

- 14.9 Compensation: All drivers shall be compensated at their regular rate of pay for extra trips. The District shall pay for meals on trips of six (6) hours or more.

On overnight trips, driver pay shall cease after parking the bus for the night. Regular wages shall resume when the driver boards the bus in the morning to continue the trip. The District shall pay for meals and lodging on overnight trips up to established limits. The District driver shall not be required to front-fund incidental expenses (parking, fuel, ferry tolls, etc. and lodging on overnight trips.)

- 14.10 Shift schedules shall be adjusted to provide for minimum of thirty (30) minutes starting and clean-up time daily (per the Office of the Superintendent of Public Instruction regulations).
- 14.11 When a driver has requested an extended personal leave of absence (60 calendar days or more), their route will be put up for bid on a temporary basis. After all bidding by regular drivers has been completed, a substitute will be hired for the remaining route. When the employee returns from the leave of absence all contracted drivers will return to their original routes.
- 14.12 If a driver is on an extended leave of absence (60 calendar days or more), and is unable to be present or has not provided their route preferences to the Director prior to bidding, that driver will be awarded the last route available.
- 14.13 Bidding of all bus routes will occur at the in-service training day every even calendar year. An employee who is on an approved FMLA leave (must work 1250 hours in the prior calendar year to qualify) will be allowed to be included in the bidding process. Section 14.12 will be followed, however when the driver out on FMLA leave returns to work, they will be awarded a route with hours equal to what they were on prior to going on FMLA leave, or a position equivalent to what they would have had if they had not been on leave, as required by law.

SECTION 15. HOLIDAYS AND VACATIONS

15.1 Regular employees shall receive the following paid holidays which fall within their work year:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Veteran's Day
- H. Thanksgiving Day
- I. Day after Thanksgiving Day
- J. Day before Christmas
- K. Christmas Day
- L. Floating Holiday (date must be pre-approved by supervisor)

15.2 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 his last shift preceding the holiday or his first scheduled shift succeeding the holiday, and is not on unpaid 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.

15.3 Worked Holidays:

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus 1-1/2 their base rate for all hours worked on such holidays.

15.4 Holidays During Vacation:

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

15.5 Vacations:

Employees who are employed in a full-time, 260-day position are eligible for vacation. Any vacation taken during the school year must be approved in advance by the employee's supervisor. At least one (1) week notice will be given, when possible, prior to the vacation day(s) requested. Regular vacations (vacations scheduled during the school year) shall be scheduled, in the order the requests are received, at the request of the employee unless such vacation time would disrupt the normal activities of the District. To protect the rights of senior employees relative to summer vacation scheduling, the District may solicit requests prior to May 1 each year. In instances of conflict, the affected employees having the greatest seniority shall be granted his/her preferred vacation date(s).

15.6 Vacation time for eligible employees may be accumulated from year-to-year up to a maximum of thirty (30) work days total, including current year. Upon termination, an employee shall be paid for all unused vacation time based upon his/her then current rate of pay, except as described in Article III, Section 1.10.

15.7 Vacation for eligible employees shall accrue and be computed in accordance with the following schedule:

Custodians (260 days)

<u>Years of Service</u>	<u>Vacation Benefit</u>
1-7 years	10 days
8-10 years	15 days
11+ years	20 days

Vacation days shall be pro-rated in an employee's first year based on hire date. In subsequent years, vacation days shall be calculated as of September 1, with the first year's credit determined on the basis of whether the employee's hire date falls before or after February 1.

15.8 Unpaid Contract Time:

Employees who are not eligible for vacation may use up to two (2) days of unpaid contract time by prior arrangement during the regular school year. Since these days have been rolled into the annual salary calculation, taking these days will result in a reduction of pay.

SECTION 16. SALARIES AND SALARY PAYMENT

16.1 The salary schedules for each classification of employee are set forth in Appendix A for each year of the Agreement as follows:

For 2018-19:

The base wages on Schedule A will be increased as set forth in the Appendix A document. Upon ratification, the additional amounts not already provided for 2018-2019 will be paid retroactively to September 1, 2018.

For 2019-20:

Schedule A will be increased by an additional 3% or Implicit Price Deflator (IPD), whichever is greater. Percentage increases will be applied to the base and increments will remain at 2%.

Day custodians will receive a \$50 per month cell phone stipend beginning September 1, 2019.

For 2020-21:

Schedule A will be increased by an additional 3% or IPD whichever is greater. Percentage increased will be applied to the base and increments will remain at 2%.

For 2021-22:

Schedule A will be increased by an additional 3% or IPD whichever is greater. Percentage increased will be applied to the base and increments will remain at 2%.

The above increases are inclusive of any "pass through" required under the CBA or RCW 28A.400.205 for legislatively funded increases to the classified salary allocation.

The following employees in the para-educator classification shall also receive an additional \$0.40 per hourly premium pay added to the base para-educator rate, and as reflected on Schedule A:

- Para-educators assigned to visually impaired students (Braille – with certificate);

- Para-educators assigned to self-contained education classrooms;
- Bilingual para-educators providing translation services and/or working in classrooms where bilingual skills are necessary to serve students; and,
- Certified Speech Language Pathologist Assistants (SLPAs) (with certificate).

Employees not regularly assigned to the above positions will receive \$0.40 per hour in addition to their regular wage for any hours during which they are assigned by an administrator for one full shift or longer to substitute in these positions.

By the end of the 2018-2019 school year, the District and Association will form a committee to better define the job duties that qualify employees for this extra pay.

16.2 Increment steps shall take effect on September 1 of each year during the term of this Agreement. An employee shall receive increment credit and advancement when employed one-half (1/2) of the annual number of hours the position authorized during the school year.

16.3A recognition bonus of \$500 will be granted to employees when they have been employed in the bargaining unit for 20 years. Payment of this bonus will be made at the completion of the school year in which their 20th year anniversary occurs. For 20-year employees who leave District employment prior to the end of the school year, the bonus will be paid in their final paycheck, provided they comply with Article III, Section 1.10. In addition, a \$250 longevity stipend will be awarded to each employee for each year after their 20th year.

16.4 Pay warrants shall be electronically deposited to each employee's designated bank account(s) on the last business day of each month.

16.5 Permanent employees who are scheduled to work four (4) or more hours on June 1 or September 1 of each year shall receive their annual salary projected and scheduled for disbursement on a twelve-month basis.

16.6 Employees who are requested to tutor a student outside the regular workday will be paid their regular rate of pay for all authorized hours worked. Instructional materials will be prepared by certificated staff. Where applicable, travel time between work sites will be compensated in accordance with federal and state wage and hour laws. Mileage will be compensated in accordance with the current IRS rate.

16.7 An employee who is eligible and planning to retire at the end of the normal school year, and who gives their irrevocable retirement notice by March 1, shall receive a \$500 stipend for early notification.

SECTION 17. TRANSPORTATION REIMBURSEMENT

17.1 When acting in accordance with assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed for such travel at the rate then currently in effect for Washington State employees.

SECTION 18. INSURANCE AND FRINGE BENEFITS

18.1 The District will work with the Association to set up a VEBA account for each employee to use for out of pocket health care expenses during the year and after separation or retirement. Beginning with the February 2020 pay warrant, the District shall contribute \$30.00, pro-rated based on employee FTE, to each employee's VEBA account. In addition, the District and the Association agree to offer sick leave cash out payments into the VEBA

for employees separating from employment, eligible for annual sick leave cash out, or who have accumulated 180 days or more of sick leave, all in accordance with state law.

18.2 Beginning January 1, 2020, employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program as adopted in the School Employees Health Care Coalition agreement. The provisions of this Section are intended to inform employees of current SEBB guidelines and if any provision in this section is inconsistent with the SEBB guidelines then the SEBB guidelines will prevail.

- A) Effective January, 2020, the District shall forward to the Health Care Authority the SEBB state-designated employer contribution for each eligible employee which includes the HCA retiree subsidy. The employee will be responsible for paying the employee premium, as set by SEBB, for the medical plan of their choice.
- B) Benefits provided by the SEBB will include but not be limited to Basic Life and accidental death and dismemberment insurance (AD&D), Basic Long-term Disability, Vision, Dental including orthodontia, and the Medical Plan. Employees will also have the option to enroll in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected, utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.) and voluntarily participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- C) Employee Eligibility: All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. School year shall mean September 1st through August 31st.
- D) Dependent Eligibility: Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.
- E) Calculation of Hours: All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.
- F) Paid Leave: Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
- G) Unpaid Leave: Employees on unpaid leave will be considered in an employment status for the provisions of this section and benefits will continue if they met or will meet the 630-hour requirement during the school year. An employee on unpaid leave who is no longer anticipated to meet the 630-hour requirement will not be eligible for the district contribution. SEBB rules will be used to determine when an employee on unpaid leave is no longer eligible for the employer contribution.

- H) Benefit Enrollment/Start: Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive year, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.
- I) Benefit Termination/End: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31st unless the employee resigns effective in June or July.

SECTION 19. LEAVES

19.1 Sick Leave

At the beginning of each school year, each employee shall be credited with an advanced sick leave allowance of one (1) day per month for each month to be worked (minimum of eleven (11) days for employees scheduled to be working a full school year). Employees hired after the beginning of the school year will be credited with sick leave prorated by the number of months left in the school year. In the event that an employee's employment terminates prior to the employee having earned the full amount of sick leave credited or used, the employee's sick leave account shall be adjusted and any unearned sick leave used will be subject to recapture by the District. Sick leave may be used for absence caused by illness, family illness, injury, maternity, quarantine or other disability.

Employees shall notify their supervisor prior to absence, pursuant to established procedures. Employees absent for five (5) consecutive days or 40% of their work shifts over three (3) consecutive weeks may be requested to furnish a physician's statement regarding their illness. Unused sick leave shall accumulate from year to year but at no time shall the total accumulation exceed the number of contract days agreed to for the employee annually.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may either cash in up to twelve (12) days per year on January 1 of each school year or cash in the entire accumulation up to one hundred eighty (180) days at the rate of one (1) full day's pay for four (4) accumulated sick leave days at retirement or separation from service as per RCW 28A.400.210.

Employees may access sick leave for the illness of an immediate family member in accordance with Washington State's family leave law (Chapter 49.12 RCW). Employees may access sick leave to deal with issues caused by domestic violence, sexual assault, or stalking as defined in RCW 49.76. Additional leave provisions, if appropriate, may also be requested by the employee.

Absence due to an injury which qualifies for Industrial Accident and Workmen's Compensation coverage may be compensated for with a pro-rated portion of sick leave,

which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

Employees will receive an updated account of their accumulated sick leave on their monthly payroll stub.

An employee who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his personal physician.

*For the purposes of this section an immediate family member may include father, mother, step-parent, sister, brother, wife, husband, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, domestic partner, or a more distant relative if of the same household.

19.2 Shared Sick Leave

Employees who have depleted, or who will shortly deplete paid leave as a result of an extraordinary or severe health condition may apply to the District for shared sick leave. The eligibility requirements for shared leave are set by Board Policy and state statute (RCW 41.04.665). Employees may obtain additional information regarding this program from Human Resources.

19.3 Family Leave

Employees eligible for leave under the Family Medical Leave Act (FMLA) or state law shall be provided such leave pursuant to governing laws and regulations and District policy.

An employee requesting family leave related to the birth or adoption of the employee's child should give written notice to the District at least two (2) weeks prior to commencement of said leave, unless pregnancy-related complications make such notice unfeasible. The written request for family leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, the employee shall inform the employer of the specific day when the employee will return to work.

In the event sick leave has been exhausted, then the employee shall be granted unpaid leave pursuant to FMLA. Employees shall not go into unpaid leave status until sick leave has been exhausted.

An employee may be allowed up to one (1) year of unpaid leave for the purpose of childrearing. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

In the event of a birth of a child of the employee's spouse, use of accrued sick leave will be allowed in accordance with Washington State's family leave law (Chapter 49.12 RCW).

19.4 Washington State Paid Family and Medical Leave (PFML)

Commencing January 1, 2020, the state will be offering Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. This

leave program will be administered through the state Employment Security Department. Eligibility for and the amount of payment for these benefits are determined by the state. To be eligible for this leave under current eligibility rules, employees must have worked a minimum of 820 hours in accordance with state guidelines.

The employee may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves.

When such leave is authorized, the District shall maintain health insurance benefits during periods of approved PFML leave.

19.5 Bereavement Leave

The District will provide an employee with up to five (5) days bereavement leave with pay for a death within the immediate family* or a close friend, provided that, in the case of a close friend, use of more than three (3) days requires advance approval by the Superintendent (or designee) based on a showing of need. Approval shall not be unreasonably withheld.

*Immediate family includes parent, step-parent, sibling, spouse, child, step-child, parent-in-law, child-in-law, grandparents, grandchildren, or other persons of the same household.

Additional days, upon request, may be granted and deducted from the employee's accumulated sick leave.

19.6 Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. On any day that an employee is released from jury duty with four or more hours of the employee's scheduled work day remaining, the employee shall immediately inform his/her supervisor and report to work if requested to do so. Any expense reimbursement received shall be retained by the employee. The employee shall notify the District when notification to serve on jury duty is received. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. The employee shall notify the District when the subpoena is received and shall cooperate reasonably with the District's efforts to minimize the impact of the leave. If any witness fees are paid, that amount shall be returned to the District within ten (10) days of the employee's receipt of the funds. Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

19.7 Military Leave

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

19.8 Annual Leave: Three (3) work shifts of annual leave are allowed per school year with pay. No reason shall be requested or required as to the purpose for using these days.

The employee shall notify the immediate supervisor at least two (2) days in advance of the leave. No more than two (2) daytime and one (1) nighttime annual leaves shall be granted at any site. In the event of an emergency, the supervisor may waive the two (2) day notice requirement and/or the per site limit.

Employees may carry forward to the subsequent year up to four (4) days annual leave, for a total accumulation of six (6) days. At the end of each employee work year, employees may cash out unused annual leave days at the employee's daily shift rate of pay. If the cash-out of unused annual leave would otherwise constitute "excess compensation" under Department of Retirement Systems rules and result in District liability to DRS, the unused annual leave shall be converted to vacation days at a rate equivalent to base rate for the employee's position, and either used or cashed out in accordance with Section 15.5.

Employees may generally use annual leave only in half or full-day increments. The District may approve use of annual leave on an hourly basis when consistent with the nature of the employee's work schedule and the needs of the District.

19.9 Emergency Leave: Should no annual leave be remaining and an unexpected, uncontrollable, and verifiable emergency occurs, the employee may apply to the Superintendent or designee for emergency leave. This leave would be deducted from the employee's sick leave.

19.10 Other Leaves

Leaves of Absence: Leave without pay, from three (3) consecutive days to a full year may, upon the Superintendent's approval, be granted if an appropriate replacement can be employed. Such leave request must be submitted at least ten (10) days in advance. Said leave may be extended for one (1) additional year, if approved by the Superintendent.

Employees shall be granted, when required, public office leave, without pay, for serving in an elected or appointed position provided such position does not extend beyond two (2) full years.

Upon return, the employee shall be placed in the position last held or in a similar position in the District.

19.11 Public/Association Office Leave

The District shall grant leave without pay to any employee who has been elected to a local, state or national governmental office. Association Office Leave shall be paid contingent upon the Association's reimbursement to the District of any and all employment costs associated with said leave. Upon return to the District, the employee shall be placed in the position last held prior to leave or in a similar position. The employee shall retain all seniority while on leave.

ARTICLE IV

GRIEVANCE PROCEDURES

SECTION 1. DEFINITIONS

1.1 A "**grievant**" shall mean an employee or group of employees or the Association filing a grievance.

1.2 A "**grievance**" is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement to the detriment of the claimant and may be processed as a grievance as hereinafter provided.

- 1.3 A "**party in interest**" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 1.4 "**Days**" shall mean school days, except after the last day of the school year and before commencement of the new term, days shall mean business days, defined as any day that the District's main administrative office is open for business. If the District's stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.

SECTION 2. RIGHTS TO REPRESENTATION

- 2.1 The Board shall recognize grievance representatives upon their identification by the Association. At least one Association representative may be present, at the request of the employee, for any meetings, hearings, appeals or other proceeding relating to a grievance which has been formally presented.
- 2.2 If, in the judgment of the local grievance committee, the contract has been violated, the Association may initiate and submit a grievance, in writing, to the Superintendent. The processing of such grievance shall be commenced at Step 2.

SECTION 3. INDIVIDUAL RIGHTS

- 3.1 A grievant may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by an Association representative. The Association shall have the right to be present and to state its views at all stages of the Grievance Procedure, subject to the approval of the employee.

SECTION 4. PROCEDURE

4.1 STEP 1

The parties in interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communication. Within twenty (20) days of when the grievant had knowledge of or reasonably should have become aware of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing using the grievance form (Appendix D), to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written response to the grievance within seven (7) days after the hearing. Such response shall include the reasons upon which the decision was based.

4.2 STEP 2

If the grievant is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his/her official designee within five (5) days. The grievance shall be submitted in writing and will minimally include:

- A. The facts on which the grievance is based;
 - B. a reference to the provisions in the Agreement, which allegedly have been violated;
- and,

C. the remedy sought.

The Superintendent shall arrange for a hearing with the grievant and/or the Association to take place within five (5) days of his/her receipt of the appeal. The Grievant shall have the right to present witnesses to develop facts deemed pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days to provide his/her written decision, together with the reasons for the decision to the grievant and/or Association.

4.3 STEP 3

If no settlement has been reached within the seven (7) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted to the District Board of Directors within fifteen (15) days. The grievant shall have the right to appear before the Board in support of the grievance at its next meeting. The Association shall also have the right to have a representative present. The Board shall render its decision within ten (10) days.

4.4 STEP 4

BINDING ARBITRATION: If the grievant is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within ten (10) days after he/she has met with the Board, he/she may within five (5) days after a decision by the Board or fifteen (15) days after he/she has met with the Board, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the grievant, submit the grievance to binding arbitration. If any question arises as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators will be made to the American Arbitration Association. The parties will be bound by the Voluntary Rules and Procedures of the American Arbitration Association for the selection.

Neither party shall be permitted to assert in the arbitration proceedings any evidence not submitted to the other party before the completion of Step 3 at meetings.

If a procedural error is not brought to the attention of the other party before the completion of the step in which it occurred, the error cannot be used in determination of arbitrability.

The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

SECTION 5. TIME LIMITS

5.1 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step.

5.2 Failure of the grievant to proceed with the grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the time provided shall entitle the grievant to proceed to the next step of the grievance procedure.

SECTION 6. NO REPRISALS

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

SECTION 7. COOPERATION OF BOARD AND ADMINISTRATION

7.1 The Board and the administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association such information as is requested for the processing of any grievance.

SECTION 8. JURISDICTION OF THE ARBITRATOR

8.1 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine its inquiry and decision to the specific area of the Agreement as cited in the written grievance. The arbitrator shall not substitute his/her knowledge for the expressed provisions of the contract under question.

SECTION 9. RELEASED TIME

9.1 Should the investigation or processing of any grievance require that an employee or an Association representative be released from his regular assignment, he/she shall be released without loss of pay or benefits.

SECTION 10. PERSONNEL FILES

10.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

SECTION 11. GRIEVANCE FORMS

11.1 Grievances shall be filed using the Grievance Filing Form in Appendix D.

ARTICLE V

DURATION AND SIGNATORY PROVISION

This Agreement shall become effective on the first day of September, 2016 and shall continue in effect until the thirty-first day of August, 2022. The District further agrees to pass on the salary increases set forth in this Agreement, and fringe benefit allocations received from the State of Washington for the duration of the contract, subject to the agreed reopener if the State moves employees into a statewide benefit plan.

This Agreement may be opened for amendment(s) by the mutual consent of both parties.

This Agreement shall be opened for the purpose of negotiating a successor Agreement at least ninety (90) days prior to the termination date.

This Agreement shall be opened for amendment if new legislation mandates changes to the terms and conditions of this Agreement.

Signed this _____ day of _____, 2020.

FOR THE ASSOCIATION

FOR THE DISTRICT (BOARD)



APPENDIX A
Selah School District
SESP Salary Schedule
2018-2019

Paraeducator Steps	2018-19 Rate	2018-19 ECEAP Rates +.40/hr	2018-19 Specialists* +.40/hr		
<i>Sub Rate</i>	<i>16.35</i>	<i>N/A</i>	<i>N/A</i>		
1	17.21	17.61	17.61		
2	17.55	17.95	17.95		
3	17.91	18.31	18.31		
4	18.26	18.66	18.66		
5	18.63	19.03	19.03		
6	19.00	19.40	19.40		
7	19.38	19.78	19.78		
8	19.77	20.17	20.17		
9	20.16	20.56	20.56		
10	20.57	20.97	20.97		
Custodian Steps	2018-19 Rates	Custodial Lead Steps	2018-19 Rates	Bus Driver & Trainer Steps	2018-19 Rates
<i>Sub Rate</i>	<i>18.19</i>	<i>Sub Rate</i>	<i>N/A</i>	<i>Sub Rate</i>	<i>20.33</i>
1	19.14	1	20.03	1	21.40
2	19.53	2	20.43	2	21.83
3	19.92	3	20.84	3	22.27
4	20.31	4	21.25	4	22.71
5	20.72	5	21.68	5	23.17
6	21.14	6	22.11	6	23.63
7	21.56	7	22.55	7	24.10
8	21.99	8	23.00	8	24.58
9	22.43	9	23.46	9	25.08
10	22.88	10	23.93	10	25.58

Sub Rates = 95% of the Step 1 (Base) Rate
Driver Trainers will receive an additional \$3.00 per hour while conducting driver training activities.
 Longevity bonus - each member will receive \$500 as a one-time recognition bonus at the completion of the school year in which their 20th year anniversary occurs. \$250 per year thereafter.
 *Para-educators Specialists include: (40 cents/hour more than regular rate)
 - Paraeducators assigned to visually impaired students (Braille – with certificate)
 - Paraeducators assigned to self-contained special education classrooms (required duties to be reviewed by committee)
 - Bilingual paraeducators providing translation services and/or working in classrooms where bilingual skills are necessary to serve students
 - Paraeducators - Certified Speech Language Pathologist Assistants (SLPAs) (with certificate)
 2018-19: Bus drivers and para-educators +10% at base and 2% increments through step 10
 2018-19: Custodians +8% at base and 2% increments through step 10 (new steps 7-10 added)
 2018-19: Custodial Lead +5% at base and 2% increments through step 10 (new steps -10 added)
 2019-20: 3% or Implicit Price Deflator (IPD), whichever is greater and maintain equal 2% increments
 2020-21: 3% or Implicit Price Deflator (IPD), whichever is greater and maintain equal 2% increments
 2021-22: 3% or Implicit Price Deflator (IPD), whichever is greater and maintain equal 2% increments

APPENDIX B
Selah School District # 119
Approved Stipend Claim Form

Selah Educational Support Personnel Staff Development

Directions:

Attached are the approved courses or set of hours that have been submitted for the 16 hour staff development stipend. After successfully completing the 16 hours of inservice or training, request payment of the stipend by resubmitting all Approval Request Forms, this Approved Stipend Form, accompanied by documentation of successful completion of each course or set of hours.

Name: _____ Position: _____

Building/Department: _____

APPROVED ACTIVITY:

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Date of Approval: _____ Number of Hours Approved: _____

Final Human Resources Director Approval: _____ Date: _____

Payment for Inservice Stipend (Article III, Section 5 of SESP CBA): \$250.00

**Selah School District # 119
Approval Request Form**

Selah Educational Support Personnel Staff Development

Directions:

- Submit **one** Approval Request Form **for each course or set of hours** that you complete toward the staff development stipend.
- After successfully completing the full **16 hours** of training needed in order to be reimbursed, submit all of the completed forms and relevant documentation confirming your participation in the workshops or classes.

Name: _____ Position: _____

Building/Department: _____ Date of class or activity: _____

Name of Activity: _____

Description of the class or activity: _____

Number of hours completed with this training: _____

Total hours completed: _____/16

Employee Signature: _____ Date: _____

Principal/Supervisor: _____ Date: _____

Approved Does not qualify

Human Resources Director: _____ Date: _____

Approved Does not qualify

Budget Code: _____

Appendix C-1
SELAH SCHOOL DISTRICT 119
PROFESSIONAL CLASSIFIED EMPLOYEE EVALUATION – BUS DRIVER

Employee Name:	Job Title:
School/Department:	Date:
Annual Evaluation <input type="checkbox"/>	90 Day New Hire <input type="checkbox"/>
Other <input type="checkbox"/>	

Appraisal Key: **M** = Meets or Exceeds Standard The "NI" and "DN" ratings
 NI = Needs Improvement **require** specific comments and
 DN = Does Not Meet Standard documentation.
 NA = Not Applicable

1. **ATTITUDE.** Treats others with respect; cooperates with others; is positive and professional; demonstrates a “can do” approach to responsibilities.
2. **DEPENDABILITY.** Completes job responsibilities in a timely manner with minimal supervision; follows through to ensure completion of job responsibilities; accesses help and assistance where appropriate.
3. **ATTENDANCE AND PUNCTUALITY.** Good attendance pattern. Ready to start work on time.
4. **ORGANIZATION.** Demonstrates ability to effectively and efficiently assess problems, set priorities, complete tasks and job functions; meets job standards in a timely and accurate manner.
5. **COMMUNICATION.** Interacts and communicates with others in a respectful, courteous manner.
6. **HUMAN RELATIONS SKILLS.** Demonstrates sensitivity to individual differences; resolves conflicts respectfully.
7. **ETHICAL BEHAVIOR.** Demonstrates honest, trustworthy behavior; maintains appropriate confidentiality; adheres to District policies and procedures; acts as a positive role model.
8. **JOB KNOWLEDGE AND SKILLS.** Demonstrates job knowledge and skills required in the position; fulfills job responsibilities and procedures in a timely manner; demonstrates continued growth; accepts direction in a positive manner.
9. **FLEXIBILITY AND ADAPTABILITY.** Maintains high quality performance; demonstrates ability to adjust to changing job situations and challenges in a cooperative and flexible manner.
10. **JUDGMENT.** Effectively assesses issues and problems, considers alternatives, determines priorities, and reaches prudent decisions.
11. **INITIATIVE.** Self-starter; willingly seeks new and/or better ways to complete responsibilities and improve performance.

JOB CRITERIA: BUS DRIVER	M	NI	DN	NA	COMMENTS
Performs pre-trip and post-trip inspections according to designated protocol					
Transports passengers over scheduled routes in a safe and timely manner					
Cleans assigned bus and/or other vehicles (interior and exterior)					
Maintains fuel level of assigned vehicle at one-half tank minimum					
Establishes rapport with student passengers					
Supervises and instructs passengers on appropriate behavior					
Intervenes appropriately to defuse student misbehavior that may arise on the bus					
Conducts emergency evacuation drills					
Prepares documents and reports					
Maintains valid certifications: CDL license, medical card, First-Aid, CPR					
Follows traffic laws and demonstrates good driving habits					
Reports observations/incidents to appropriate personnel					
Attends and/or provides inservice training to meet certification requirements and improve practice					
Participates in scheduled trainings and meetings					
Other					
Other					

OVERALL RATING: M NI DN

EVALUATOR'S COMMENTS:

EMPLOYEE'S COMMENTS (optional):

Check here if a statement from the employee is attached.

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

Date: Employee _____

Date: Evaluator _____

DISTRIBUTION: Personnel File, Employee, Evaluator
p:\crystal\misc\classified eval—bus driver.doc

Appendix C-2
SELAH SCHOOL DISTRICT 119
PROFESSIONAL CLASSIFIED EMPLOYEE EVALUATION – CUSTODIAN

Employee Name:	Job Title:
School/Department:	Date:
Annual Evaluation <input type="checkbox"/>	90 Day New Hire <input type="checkbox"/>
Other <input type="checkbox"/>	

Appraisal Key: **M** = Meets or Exceeds Standard The "NI" and "DN" ratings
 NI = Needs Improvement **require** specific comments and
 DN = Does Not Meet Standard documentation.
 NA = Not Applicable

1. **ATTITUDE.** Treats others with respect; cooperates with others; is positive and professional; demonstrates a “can do” approach to responsibilities.
2. **DEPENDABILITY.** Completes job responsibilities in a timely manner with minimal supervision; follows through to ensure completion of job responsibilities; accesses help and assistance where appropriate.
3. **ATTENDANCE AND PUNCTUALITY.** Good attendance pattern. Ready to start work on time.
4. **ORGANIZATION.** Demonstrates ability to effectively and efficiently assess problems, set priorities, complete tasks and job functions; meets job standards in a timely and accurate manner.
5. **COMMUNICATION.** Interacts and communicates with others in a respectful, courteous manner.
6. **HUMAN RELATIONS SKILLS.** Demonstrates sensitivity to individual differences; resolves conflicts respectfully.
7. **ETHICAL BEHAVIOR.** Demonstrates honest, trustworthy behavior; maintains appropriate confidentiality; adheres to District policies and procedures; acts as a positive role model.
8. **JOB KNOWLEDGE AND SKILLS.** Demonstrates job knowledge and skills required in the position; fulfills job responsibilities and procedures in a timely manner; demonstrates continued growth; accepts direction in a positive manner.
9. **FLEXIBILITY AND ADAPTABILITY.** Maintains high quality performance; demonstrates ability to adjust to changing job situations and challenges in a cooperative and flexible manner.
10. **JUDGMENT.** Effectively assesses issues and problems, considers alternatives, determines priorities, and reaches prudent decisions.
11. **INITIATIVE.** Self-starter; willingly seeks new and/or better ways to complete responsibilities and improve performance.

JOB CRITERIA: CUSTODIAN	M	NI	DN	NA	COMMENTS
Cleans assigned areas to maintain safe, sanitary and healthy conditions					
Demonstrates compliance with health, safety and district standards					
Demonstrates proper and safe use of chemicals per MSDS requirements					
Operates and maintains equipment, tools, and supplies in a safe and efficient manner					
Performs minor repairs and minor preventative measures, as needed					
Responds to emergencies in a safe, efficient, and timely manner					
Distributes, stocks, and maintains an inventory of supplies					
Maintains safety and security of building and grounds					
Addresses needs for special functions and events in a timely and efficient manner					
Participates in scheduled trainings and meetings					
Demonstrates positive, respectful, and responsive customer service to students, staff, and community					
Other					
Other					

OVERALL RATING: M NI DN

EVALUATOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

Check here if a statement from the employee is attached.

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

Date: Employee _____

Date: Evaluator _____

DISTRIBUTION: *Personnel File, Employee, Evaluator*
p:\crystalw\misc\classified eval--custodial.doc

Appendix C-3
SELAH SCHOOL DISTRICT 119
PROFESSIONAL CLASSIFIED EMPLOYEE EVALUATION – PARA-EDUCATOR

Employee Name:	Job Title:
School/Department:	Date:
Annual Evaluation <input type="checkbox"/>	90 Day New Hire <input type="checkbox"/>
Other <input type="checkbox"/>	

Appraisal Key: **M** = Meets or Exceeds Standard The "NI" and "DN" ratings
 NI = Needs Improvement **require** specific comments and
 DN = Does Not Meet Standard documentation.
 NA = Not Applicable

1. **ATTITUDE.** Treats others with respect; cooperates with others; is positive and professional; demonstrates a “can do” approach to responsibilities.
2. **DEPENDABILITY.** Completes job responsibilities in a timely manner with minimal supervision; follows through to ensure completion of job responsibilities; accesses help and assistance where appropriate.
3. **ATTENDANCE AND PUNCTUALITY.** Good attendance pattern. Ready to start work on time.
4. **ORGANIZATION.** Demonstrates ability to effectively and efficiently assess problems, set priorities, complete tasks and job functions; meets job standards in a timely and accurate manner.
5. **COMMUNICATION.** Interacts and communicates with others in a respectful, courteous manner.
6. **HUMAN RELATIONS SKILLS.** Demonstrates sensitivity to individual differences; resolves conflicts respectfully.
7. **ETHICAL BEHAVIOR.** Demonstrates honest, trustworthy behavior; maintains appropriate confidentiality; adheres to District policies and procedures; acts as a positive role model.
8. **JOB KNOWLEDGE AND SKILLS.** Demonstrates job knowledge and skills required in the position; fulfills job responsibilities and procedures in a timely manner; demonstrates continued growth; accepts direction in a positive manner.
9. **FLEXIBILITY AND ADAPTABILITY.** Maintains high quality performance; demonstrates ability to adjust to changing job situations and challenges in a cooperative and flexible manner.
10. **JUDGMENT.** Effectively assesses issues and problems, considers alternatives, determines priorities, and reaches prudent decisions.
11. **INITIATIVE.** Self-starter; willingly seeks new and/or better ways to complete responsibilities and improve performance.

JOB CRITERIA: PARA-EDUCATOR	M	NI	DN	NA	COMMENTS
Demonstrates positive, respectful, and responsive customer service to students, staff and community					
Supervises and/or appropriately redirects students as needed					
Maintains accurate student records, reports, and correspondence as needed					
Performs clerical tasks as directed					
Ensures that required equipment, materials and supplies appropriate to student learning needs are available to students					
Assists/instructs students under certificated staff member's direction					
Implements academic, behavioral, therapy, IEPs, and/or 504 plans					
Assists staff and community members as needed					
Administers student assessment under certificated staff member's direction					
Builds positive parent/school relationships and uses effective communication strategies					
Provides support services for students and their families					
Demonstrates computer literacy, accurate grammar, and academic skills in the area of assignment					
Attends scheduled trainings to maintain certifications and to improve skills					
Maintains professional confidentiality					
Manages conflict in an objective and positive manner					
Other					

OVERALL RATING: M NI DN

EVALUATOR'S COMMENTS:

EMPLOYEE'S COMMENTS (optional):

Check here if a statement from the employee is attached.

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

Date: Employee _____

Date: Evaluator _____

DISTRIBUTION: *Personnel File, Employee, Evaluator*
p:\crystal\misc\classified eval--parraeducator.doc

SUPPLEMENT TO PARA-EDUCATOR CLASSIFIED EVALUATION
Health, Bilingual

Specialized Skills and Job Requirements:	M	NI	DN	NA	COMMENTS
Monitors and ensures accuracy of student medical records and administration of medicine					
Responds to medical, first aid, or emergency issues and reports concerns to administration and/or district nurse					
Provides accurate written and verbal translation as needed					
Other					
Other					

APPENDIX D

SESP GRIEVANCE FILING FORM

Grievant's Name: _____ Work Site: _____

Position (or Title): _____

Address: _____

Personal Phone: _____ Work Phone: _____

A. The facts on which the grievance is based:

B. The provisions in the Agreement, which allegedly have been violated:

C. The remedy the grievant is seeking:

The grievance is being presented to: _____

Signature of Grievant: _____ Date: _____

APPENDIX E
WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” referenced in Article III Section 2.1, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:

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

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