

COLLECTIVE BARGAINING AGREEMENT BETWEEN

SULTAN SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF SULTAN SCHOOL DISTRICT  
#1103

SEPTEMBER 1, 2019 - AUGUST 31, 2022



**Public School Employees of Washington/SEIU Local 1948**

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## TABLE OF CONTENTS

		<u>Page</u>
PREAMBLE		1
ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	RIGHTS OF THE EMPLOYER	2
ARTICLE III	RIGHTS OF EMPLOYEES	3
ARTICLE IV	RIGHTS OF THE ASSOCIATION	5
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
ARTICLE VI	ASSOCIATION REPRESENTATION	7
ARTICLE VII	HOURS OF WORK AND OVERTIME	7
ARTICLE VIII	HOLIDAYS AND VACATIONS	10
ARTICLE IX	LEAVES	21
ARTICLE X	PROBATION, SENIORITY AND LAYOFF PROCEDURES	16
ARTICLE XI	EMPLOYEE EVALUATION	18
ARTICLE XII	DISCIPLINE AND DISCHARGE OF EMPLOYEES	20
ARTICLE XIII	INSURANCE AND RETIREMENT	21
ARTICLE XIV	PROFESSIONAL GROWTH / CLUBS	22
ARTICLE XV	ASSOCIATION MEMBERSHIP AND CHECKOFF	23
ARTICLE XVI	GRIEVANCE PROCEDURE	24
ARTICLE XVII	TRANSFER OF PREVIOUS EXPERIENCE	28
ARTICLE XVIII	SALARIES AND EMPLOYEE COMPENSATION	29
ARTICLE XIX	TERM AND SEPARABILITY OF PROVISIONS	31
ARTICLE XX	SAFETY CONDITIONS	32
ARTICLE XXI	PARAEDUCATORS	32
ARTICLE XXII	TITLE I REQUIREMENTS AND TESTING	33
SIGNATURE PAGE		34
	<u>Page</u>	
SCHEDULE A 2019-2020	35	
SCHEDULE A 2020-2021	36	
SCHEDULE A 2021-2022	37	
ADDENDUM No. 1 - Code of Conduct		38
ADDENDUM No. 2 – Evaluation		39
ADDENDUM No. 3 – Rubric		40 - 42
MEMORANDUM OF UNDERSTANDING – INSURANCE		43
MEMORANDUM OF UNDERSTANDING – PARAEDUCATORS TRAINING		45

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**P R E A M B L E**

This Agreement is made and entered into between Sultan School District Number 311 (hereinafter "the District") and Public School Employees of Sultan, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "the Association").

During the life of this agreement, the District and PSE will commit to using the Code of Conduct attached as Addendum #2 and if necessary the Problem Solving Process the parties have mutually developed in order to provide effective solutions to problems and/or issues. The parties will meet at least once a year to discuss the value and/or need for modification of this model/process. The use of the model/process is not limited to bargaining issues.

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

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**A R T I C L E   I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit, and the Association recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.**

If the District elects to change the position descriptions, the unit president will be advised and his/her response considered prior to implementation. Creation of new position(s) not listed within the present classifications as shown on Schedule A, shall require salary negotiations only for such position(s). The District will post all job descriptions on the District website. If the Association believes a job description needs to be updated, the Association may provide the District with written notification. When such notification is provided, the District will conduct a review of the job description in consultation with the Association and update the job description if it deems so necessary.

**Section 1.3.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial/Clerical, Paraeducators, Nurse, Child Nutrition Services, Mechanic/Grounds/Custodial/Maintenance, Head Mechanic/Maintenance Technician.

The following classified positions are EXCLUDED from the above described bargaining unit: Bus Drivers, the Superintendent's Secretary (1), Director of Finance (1), Facilities Director (1), Payroll Specialist (1), Personnel Specialist (1), Technology Coordinator (1), Transportation Manager/Supervisor (1), and Director of Operations (1).

1 **Section 1.4. Definitions.**

2 The term "substitute employee" shall refer to those persons employed to replace bargaining unit employees  
3 who are absent from their regular assignments on a day to day basis, not to exceed nineteen (19) consecutive  
4 days for each position, and who continue to be available for employment as a substitute. The term "temporary  
5 employee" shall refer to those persons employed to cover workload fluctuations, emergency situations, or  
6 special projects on an as needed basis for a period of time not to exceed thirty (30) continuous workdays or  
7 sixty cumulative workdays in the same assignment within the school year. The term "Remainder Only  
8 Substitute" employee shall refer to those persons employed to replace bargaining unit employees for twenty  
9 (20) or more consecutive work days in any school year. Remainder Only Substitute employees shall be  
10 entitled to the following provisions of this Agreement: Articles I, II, III, VII, XII, XV, XVI, XVIII and  
11 Schedule A.

12  
13 **Section 1.5.**

14 Less than full-time employees in the above general job descriptions may be included in the bargaining unit.  
15 Substitute or temporary employees who are employed by the District for more than thirty (30) cumulative days  
16 within any twelve (12) month period ending during the current or immediately preceding school year and who  
17 continue to be available for employment as substitutes shall be included in the bargaining unit. Such  
18 employees shall be entitled to the following provisions of this Agreement: Articles I, II, III, VII, XII, XV,  
19 XVI, XVIII and Schedule A.

20  
21 **Section 1.6.**

22 The District shall not increase its use of student volunteers, community volunteers, or student employees in  
23 a manner that supplants bargaining unit employees. This provision shall not impact the District's use of  
24 student employees during the summer. The District shall not increase its use of subcontractors in a manner  
25 that supplants bargaining unit employees without first providing the Association with notice of this change  
26 and the opportunity to bargain the impacts of such a change.

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30 **ARTICLE II**

31  
32 **RIGHTS OF THE EMPLOYER**

33  
34 **Section 2.1.**

35 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in  
36 management officials of the District. Included in these rights in accordance with and subject to applicable  
37 laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire,  
38 promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take  
39 other disciplinary action against employees; and the right to release employees from duties because of lack of  
40 work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District  
41 operations by determining the methods, the means, and the personnel by which operations undertaken by the  
42 employees in the unit are to be conducted.

43  
44 **Section 2.2.**

45 The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.  
46 In making rules and regulations relating to personnel policies, procedures and practices, and matters of work  
47 conditions, the District shall give due regard and consideration to the rights of the Association and the  
48 employees and to the obligations imposed by this Agreement.

1 **Section 2.3.**

2 The District reserves the right to make any and all contracts permitted under law which in its sole discretion it  
3 deems appropriate. Prior to contracting with private vendors for services, the District shall negotiate the  
4 effects of any such potential decision with the Association. Supervisors and managers may perform any work  
5 that is considered by them to be essential to the operation of the District.  
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9 **ARTICLE III**

10 **RIGHTS OF EMPLOYEES**

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12  
13 **Section 3.1.**

14 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the  
15 right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of  
16 employees to assist the Association shall be recognized as extending to the management of the Association,  
17 including presentation of the views of the Association to the Board of Directors of the District. The District  
18 shall take whatever action required or refrain from such action in order to assure employees that no  
19 interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage  
20 membership in any employee organization.  
21

22 **Section 3.2.**

23 Employees subject to this Agreement have the right to have Association representative(s) or other persons  
24 present at meetings between themselves and supervisors or other representatives of the District, provided, that  
25 such meetings are called to investigate actions that might lead to disciplinary action or meetings held in  
26 accordance with Section 10.7 of the Agreement.  
27

28 **Section 3.3.**

29 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
30 exclusive of compensation for services rendered, to appropriate officials of the Association.  
31

32 **Section 3.4.**

33 Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on  
34 the basis of Association membership or non-membership, race, creed, color, sex, religion, age or marital status  
35 or because of a physical handicap with respect to a position, the duties of which may be performed efficiently  
36 by an individual without danger to the health or safety of the physically handicapped person or others.

37 Pursuant to the provisions of RCW 28A.210.280, any employee subject to this Agreement may refuse, in  
38 writing, to perform any invasive medical procedure on students, i.e., clean intermittent catheterization. Such  
39 written refusal may not serve as grounds for discharge, discipline, or any other action adversely affecting the  
40 employee's status with the District. Licensed registered nurses performing in their professional capacity as  
41 nurses subject to this Agreement shall be the only category of employee excluded from the above-referenced  
42 right of refusal.  
43

44 **Section 3.4.1.**

45 The District recognizes the duty to reasonably accommodate the needs of employees with  
46 disabilities in compliance with State and Federal Law. Employees must provide written  
47 documentation from a recognized medical provider to invoke these rights. Employees shall have

1 the option of presenting the documentation to their immediate supervisor or to the Director of  
2 Human Resources.

3  
4 **Section 3.4.2.**

5 The parties agree to reasonably facilitate “light duty” assignments for employees under the  
6 jurisdiction of approved workers compensation claims. Such accommodation may include  
7 assignments in a different classification, so long as no employees in that classification are on layoff  
8 or reduced hour status. The District shall have no duty to create work to facilitate these light duty  
9 assignments. Service as a light duty employee shall not convey seniority in that category for such an  
10 employee. No light duty assignment shall extend beyond 45 days of actual work. The District shall  
11 have the right to terminate any such positions with 24 hours’ notice if the District determines that its  
12 needs are not being met.

13  
14 **Section 3.5.**

15 The District, as part of the general orientation of each new employee within the unit, shall provide each  
16 employee with a copy of this Agreement.

17  
18 **Section 3.6.**

19 Employees shall, at reasonable times, have access to their personnel file and be provided single copies of  
20 pertinent materials upon request. Appointments for review of personnel files shall be made with the  
21 appropriate human resources administrator, or designee, using the District’s Personnel Records Review  
22 Form, who shall be present during the personnel file review. A notation as to the date, time and location of  
23 each personnel file review shall be made and maintained in the personnel file. Any material relating to an  
24 employee’s health or medical issues shall be maintained in a separate secure, confidential file to which only  
25 the superintendent or the superintendent’s designee, shall have access once the material has been filed.

26  
27 **Section 3.6.1.**

28 Another person, at the employee’s request, may be present at any file review.

29  
30 **Section 3.6.2.**

31 Any legitimate complaint made against an employee by any parent, student, or other person, will be  
32 called to the attention of the employee. Any complaint not called to the attention of the employee may  
33 not be used as the basis for any disciplinary action against the employee. No material of a derogatory  
34 nature shall be placed in an employee’s personnel file without prior notification to the employee of the  
35 nature of the material. Employees shall have the opportunity to examine any and all such material  
36 before it is placed into his/her personnel file.

37  
38 **Section 3.6.3.**

39 An employee may attach a short, concise statement of his/her own written position of any item  
40 placed in the personnel file.

41  
42 **Section 3.6.4.**

43 Employees may submit a written request to the Superintendent to remove derogatory material that  
44 has remained in that employee’s personnel file for more than four (4) years. Such material shall  
45 only be removed with the Superintendent’s approval, and the Superintendent shall respond in  
46 writing with his or her decision. No employee may submit a request more often than once every two  
47 (2) years.

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**ARTICLE IV**

**RIGHTS OF THE ASSOCIATION**

**Section 4.1.**

The Association has the right and the responsibility to represent the interests of all employees in the unit; to present their views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

**Section 4.2. Interview Inclusion.**

The District will notify a PSE building/site representative of all scheduled interviews taking place in that building or on that site. Information will include date, time, location and job category of the interview. There shall be a PSE member invited to participate in the interview processes for each new team member added to a building or program in the district.

**Section 4.3.**

The names, hire date, seniority date, work assignments, addresses, and salary information of employees in the bargaining unit will be provided bi-annually on approximately November 1st and March 1<sup>st</sup> to the President of the Association. The preceding data for new employees will be provided to the President of the Association at the same time payroll information is submitted for computer processing. The Human Resources Department will send PSE a copy of the monthly Personnel Action Report including changes in hours, work location, hires, and employment separations.

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Additionally, Human Resources will provide to the chapter president, officers, and site reps a copy of the monthly board approved personnel action report which includes bargaining unit positions that have been filled.

**Section 4.4.**

The District shall provide a bulletin board space in each building for the use of the Association. Bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association or the Employer official responsible for its posting. All notices will be dated and initialed by the party posting the notice. Unsigned notices will not be posted. Normally, notices will be posted for not more than three (3) weeks. The responsibility for the prompt removal shall rest with the party who posted the notice.

**Section 4.5.**

The President of the Association and designated representatives will be provided time off without loss of pay to a maximum total of five (5) days per year to attend regional or State meetings. In the event a substitute is utilized to replace the President of the Association and designated representatives while on Association leave, the Association shall reimburse the District the daily rate of a substitute as per Schedule A for each Association leave day used.

**Section 4.6. New Member Access.**

The District will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. "Reasonable access" for the purposes of this section means the access to the new employee occurs within two (2) weeks of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed

1 to by the District and PSE. PSE shall have the right to distribute materials, such as PSE new hire packets  
2 during this meeting.

3  
4 **Section 4.6.1. New Hire Notification.**

5 All classified postings will include the PSE Logo. The District will identify posted positions as part of a  
6 collective bargaining unit.

7  
8 The District will notify the Association of all new hires within ten (10) workdays of the hire date, including  
9 their work email, and will provide other contact information upon request. At the time of hire, the District  
10 will inform the new hire of the terms and conditions of this Article.

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12 **Section 4.6.2. New Employee Orientation.**

13 When feasible, the District will provide advance notice of any new employee orientation that involves more  
14 than two (2) employees and a list of expected participants.

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18 **ARTICLE V**

19  
20 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

21  
22 **Section 5.1.**

23 It is agreed and understood that matters appropriate for consultation and negotiation between the District and  
24 the Association are policies and procedures relating to or affecting hours, wages, grievance procedures and  
25 general work conditions of employees in the bargaining unit.

26  
27 **Section 5.2.**

28 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the  
29 other party to advise, discuss or consult regarding matters concerning work conditions not covered by this  
30 Agreement.

31  
32 **Section 5.3.**

33 An Association representative may pick up a copy of the School Board agenda at the District office on the  
34 afternoon of the day of a School Board meeting. Notice of board meeting changes and tentative board agendas  
35 will be emailed to PSE officers and site reps. It is the Association's responsibility to notify the District of who  
36 those individuals are. Final board meeting agendas are posted on the district website on the Friday before the  
37 board meeting and can be downloaded by PSE at that time.

38  
39 **Section 5.4.**

40 The District agrees to consult with the Association regarding the school calendar and any changes to said  
41 school calendar prior to final determination.



1 **Section 5.5.**

2 The parties agree that pursuant to the requirements of WAC 392-172-200, which states, in part, that “Classified  
3 staff shall present evidence of skills and knowledge necessary to meet the needs of students with disabilities,  
4 and shall be supervised consistent with WAC 392-172-045 (4)(iii), districts shall have procedures that ensure  
5 that classified staff receive training to meet state recommended core competencies pursuant to RCW  
6 28A.415.310.” Negotiations pertaining to paraeducator core competencies shall include, but not necessarily be  
7 limited to, the following issues:

- 8
- 9 1. Identification of positions/employees to be trained.
  - 10 2. Procedure(s), method, timetable for training.
  - 11 3. Procedure(s) for evaluating designated employees.
  - 12 4. Consequences resulting from the evaluation process.
  - 13 5. Wage issues arising from training and evaluation.
  - 14 6. Other issues identified by either party.
- 15  
16  
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18 **ARTICLE VI**

19  
20 **ASSOCIATION REPRESENTATION**

21  
22 **Section 6.1.**

23 The Association will designate a Labor Management Committee (LMC) which will meet with the  
24 Superintendent of the District and/or the Superintendent's designated representatives on a mutually agreeable  
25 basis to discuss appropriate matters. In the event such meetings are held during work hours, the Committee  
26 members shall receive their regular rate of pay. In September of each school year, the committee and  
27 Superintendent shall determine the dates and times for all conference committee meetings for that school year.  
28 A minimum of four (4) dates shall be selected.

29  
30 **Section 6.2.**

31 The Association representatives shall represent the Association and employees in meeting with officials of the  
32 District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion  
33 complaints or grievances of employees on District time and thereafter advise employees of rights and  
34 procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or  
35 complaints. This does not, however, preclude the Association's right to pursue the matter to conclusion. They  
36 may consult with the District on complaints without a grievance being made by an individual employee.

37  
38 **Section 6.3.**

39 In the event the Association utilizes the grievance procedure pursuant to this section, no contractual benefit  
40 shall flow to the individual member except as described herein, rather: such extraordinary proceedings shall be  
41 utilized by the Association to ensure contractual integrity. Individual members, in order to receive contractual  
42 benefits denied by perceived inappropriate interpretation or application of this Agreement, must initiate  
43 grievances pursuant to the grievance procedure herein.

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## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **Section 7.1.**

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days off. Exceptions to the normal work week will be mutually agreed to by both parties prior to posting. New hires after 9/1/2015 may be assigned a work week of Tuesday through Saturday, so long as this information is included in the job posting and job description. However, employees hired before 9/1/2015 may be assigned a work week of Tuesday through Saturday if they reach mutual agreement with their supervisor.

#### **Section 7.1.1.**

Employees hired as one to one paraeducators may be expected to temporarily relocate to a different building when their designated student is not in school. One to one paraeducators will contact the building administrator or designee if their designated student is absent to receive their assignment for the day and shall do so within 30 minutes of the start of school. The District shall reasonably accommodate transportation needs when less than 24 hours' notice is provided related to a student absence. No employee shall be placed on unpaid furlough because of student non-attendance without two weeks notice.

#### **Section 7.2. Breaks.**

The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties. Shifts of seven (7) hours or longer will include paid rest periods of approximately fifteen (15) minutes for each one-half (1/2) workday. Shifts less than seven (7) hours but more than three (3) hours in length will receive one (1) paid rest period of approximately fifteen (15) minutes. Shifts in excess of five (5) hours per day shall include, in addition to the above, a non-paid uninterrupted meal period of not less than thirty (30) minutes, to be as near the middle of the shift as possible. Paid rest periods shall be taken as near the middle of each one-half workday as possible.

#### **Section 7.3. Shift Changes.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by consent of the employee, or by the employer during an emergency situation.

#### **Section 7.3.1.**

No employee shall be assigned a split shift. Employees who accept two independent assignments may still work a split shift, so long as they have the right to relinquish one piece and retain the other assignment. Employees may be given modified work weeks or additional call outs during conference weeks or for exceptional circumstances, which may include split shifts, consistent with the notification requirements of Section 7.3.

#### **Section 7.4. Optional Day.**

Bargaining unit employees currently working 180-day contracts will have the option to work one (1) additional day. Building principals will have discretion as to the nature of the assignments and may take place in conjunction with the 181st day in the Sultan School District/Sultan Education Association Agreement.

1  
2 **Section 7.5. Cover Compensation**

3 Employees requested to work a shift regularly filled by a higher paid classification employee shall receive  
4 compensation consistent with placement on the numbered salary schedule for the higher paid classification  
5 that provides an increase in compensation.  
6

7 **Section 7.6. Overtime.**

8 Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided,  
9 unless such overtime pertains to extension of the job, and provided further, that the senior employee is  
10 qualified to perform the overtime work. In the assignment of overtime, the District agrees to provide the  
11 employee with as much advance notice as practicable in the circumstances. Normally, employees designated  
12 to work overtime on days outside their regular workweek will be advised of the possibility no later than  
13 twenty-four (24) hours prior to the end of the last shift before the overtime commences.  
14

15 **Section 7.6.1.**

16 All hours worked in excess of forty (40) hours per week shall be compensated at either the rate of one  
17 and one-half (1½) times the employee's base pay or compensatory time as provided for in Section 7.9.  
18

19 **Section 7.6.2.**

20 Paid leave shall be considered hours worked.  
21

22 **Section 7.7. After Hours Phone Calls.**

23 Employees called by a supervisor or Security Company prior to one hour before or later than one hour after  
24 their scheduled workday or on any non-work day, will be compensated for a minimum of one half (1/2)  
25 hour at the appropriate rate. Employees shall submit this time on the District's After Hour Calls  
26 Compensation Authorization Form to their supervisor for approval on the employee's next workday, and  
27 shall submit the approved form with their monthly timesheet for the same month during which the call  
28 occurred. If the Security Company calls you, in order to qualify for such compensation, you must handle  
29 the issue to be eligible to receive the compensation. If someone else handled the issue before you could  
30 make contact with the Security Company, you will not be compensated for the phone call.  
31

32 **Section 7.8. Call Outs**

33 Employees called back on a regular workday, or called on the sixth or seventh consecutive workday, shall  
34 receive no less than two (2) hours pay at the appropriate rate. Employees who are called a second time  
35 when they are already responding to a call are not entitled to an additional two (2) hours of pay. Employees  
36 who are already on "the clock" are not entitled to an additional two (2) hours of pay for a call out that  
37 occurred while they were working. *(i.e. if you are working as paid staff at a Saturday high school athletic  
38 event and get called by the Security Company for a door alarm at the grade school, you do not get paid an  
39 additional 2 hours for responding to the call since you are already in pay status while working at the high  
40 school event.)* This includes Regular Shift, extra shifts, and two (2) hour Call Outs. If a call occurs less than  
41 two (2) hours before an employee's shift begins, compensation will only be paid for the time up to the start  
42 of the shift. *(i.e. a custodian gets called by the Security Company at 5:15 am for a door alarm, the  
43 custodian's regular shift starts at 6am so they will only be eligible for forty-five (45) minutes of additional  
44 time for starting their shift early.)*  
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- 1 2. The Supervisor may, in the event he/she sees a pattern of regular, excessive, or unusual absences,  
2 require a physician's certificate and proof of the disability causing the absence after the third day of  
3 absence.
- 4  
5 3. Illness or disabilities caused by, or contributed to by pregnancy, miscarriage, abortion, childbirth,  
6 and recovery therefrom, are considered temporary disabilities and will be treated as other personal  
7 illness or disability, provided that the condition is certified by a physician's statement for absences  
8 lasting more than three (3) consecutive days.
- 9  
10 4. Employees wishing to take an extended leave for disability purposes may request a leave of  
11 absence. Upon return from leave, the employee shall be placed in the position last held or a similar  
12 position.
- 13  
14 5. Sick leave shall be granted for serious illness in the employee's immediate family. Immediate  
15 family shall be understood to include:  
16  
17 (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the  
18 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or  
19 dependency status;  
20 (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee  
21 or the employee's spouse or registered domestic partner, or a person who stood in loco parentis  
22 when the employee was a minor child:  
23 (c) A spouse;  
24 (d) A registered domestic partner;  
25 (e) A grandparent;  
26 (f) A grandchild; or  
27 (g) A sibling.
- 28  
29 6. Upon return to work from an extended absence of more than three (3) days, or where the District is  
30 aware of circumstances that could impact an employee's safety or ability to perform essential  
31 functions, the District may require a physician's letter of fitness. If the District has reason to  
32 request a second opinion, the District will assume the costs and place the employee on paid  
33 administrative leave until the issue is resolved.

#### 34 B. Emergency Leave

- 35  
36 1. Emergency Leave shall be granted as defined in the following:  
37  
38 a. The problem must have been suddenly precipitated or must be of such a nature that  
39 preplanning could not relieve the necessity for the absence.  
40  
41 b. The problem must be one of major importance and not a mere convenience.  
42  
43 c. Serious illness or accident in the immediate family or to care for a child of the employee under  
44 the age of eighteen with a health condition that requires treatment or supervision.  
45  
46 2. Applications requesting consideration for an absence under Emergency Leave shall be made on  
47 forms available in each school office and addressed to the Superintendent. A completed form  
48

1 for Emergency Leave shall be submitted to the Superintendent within three (3) days after return  
2 to work. The Superintendent shall notify the employee of the determination within five (5) days  
3 of receipt of the application.  
4

5 The application shall disclose the general purpose of the leave request in sufficient terms to  
6 establish compliance with the criteria contained in Section B, 1a, 1b and 1c above. Requests  
7 meeting said criteria shall be granted.  
8

- 9 3. It is not the intent of this emergency leave provision to provide or expand upon or to add to  
10 vacations, weekends, or other types of leaves because of transportation problems that preplanning  
11 could have prevented.  
12

### 13 C. Accrual

14  
15 Employees who have accrued sick leave while employed by another public school district in the State  
16 of Washington shall be given credit, upon verification, for such accrued sick leave upon employment  
17 with the District.  
18

#### 19 **Section 9.1.1. Sick Leave Attendance Incentive Program.**

20 In January of the year following any year in which a minimum of sixty (60) days of sick leave is  
21 accrued, and each January thereafter, any eligible employee may exercise an option to receive  
22 remuneration for unused sick leave accumulated in the previous year at the rate equal to one (1) day's  
23 monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of  
24 sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued  
25 sick leave at the rate of four (4) days for every one (1) day's monetary compensation.  
26

#### 27 **Section 9.1.2. Employee Attendance Incentive Plan.**

28 Regular employees shall receive an incentive payment of one hundred and fifty dollars (\$150.00)  
29 for each quarter of their scheduled work calendar in which they have perfect attendance for all  
30 assigned work on a prorated basis, i.e., new employees.  
31

32 Incentive payments shall be paid in the month following the end of each quarter, up to a maximum  
33 of six hundred dollars (\$600.00). Exceptions to perfect attendance shall be limited to:  
34

- 35 a) one (1) personal leave day per year,  
36 b) emergency leave limited to road closures by the appropriate governmental agency,  
37 c) bereavement leave,  
38 d) jury duty/court required absence,  
39 e) military leave (as defined by State and Federal Law), and  
40 f) scheduled vacation for 260-day employees.  
41

42 Any employee who takes a leave of absence without pay will forfeit eligibility for attendance  
43 incentive payments for the remainder of the contract year. *(September 1 through August 31).*  
44

45 Utilization of excess personal leave shall only disqualify employees in the quarter when it is used.  
46 Employees working more than 200 days but less than 260 days may exchange up to three non-  
47 student work days with supervisory approval without jeopardizing their eligibility for attendance  
48 incentive. In the event a 260 days employee qualifies for all four quarters, the total incentive shall

1 increase by an additional \$50.00 the first year, by an additional \$75.00 the second year, and an  
2 additional \$100.00 the third year of the contract. Such increases are understood to be non-  
3 accumulative year-to-year.

4  
5 **Section 9.1.3.**

6 At the time of separation from District employment, an eligible employee or the employee's estate shall  
7 receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4)  
8 full days accrued sick leave.

9  
10 **Section 9.1.4. Industrial Insurance.**

11 In the event employees are absent for reasons which are covered by Industrial Insurance, the District  
12 shall pay the employee an amount equal to the difference between the amount paid the employee by  
13 the Department of Labor and Industries and the amount the employee would normally have earned.  
14 Employees shall be offered the options provided on the District's "L&I/ Leave Authorization" form.

15  
16 **Section 9.2. Bereavement Leave.**

17 Employees may utilize bereavement leave as stated in this Section 9.2 to grieve and/or attend memorial  
18 services. Bereavement leave is non-cumulative. The following provisions shall govern bereavement leave:

19  
20 **Section 9.2.1.**

21 Up to five days for the death of the employee's spouse or domestic partner, child, step child, foster  
22 child, son, son-in-law, daughter, daughter-law, sibling, grandchild, great grandchild, parent, step  
23 parent or parent substitute who meets the definition of loco parentis in WAC 357.01.202.

24  
25 **Section 9.2.2.**

26 Up to three days for the death of the employee's immediate family which is limited to grandparents,  
27 father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, a permanent  
28 member of the employee's household, or a person for whom the employee is the sole financial  
29 support.

30  
31 **Section 9.2.3.**

32 Additional bereavement leave may be granted from an employee's sick leave at the Superintendent  
33 or designee's discretion.

34  
35 **Section 9.2.4.**

36 The District may require documentation regarding the use of bereavement leave and the employee  
37 may be required to meet with the Superintendent or designee to explain the circumstances.

38  
39 **Section 9.3. Family Leave.**

40 Upon application, the District shall grant leave to an employee for childbirth, adoption, or bonding with a  
41 newborn child. Such leave shall be granted as follows:

- 42  
43 1. Leave taken during any period of pregnancy-related disability shall commence at such time as the  
44 employee, and her medical advisor, deem necessary. Employees granted pregnancy disability  
45 leave may, at their option, utilize sick leave during the period of pregnancy-related disability in  
46 accordance with Section 9.1 above. Compensation for maternity leave in accordance with  
47 Section 9.1 above shall not be granted after the employee is certified by her physician as ready and  
48 able to return to work.



- 1           2. In addition, all employees are eligible under the Family Medical Leave Act and Washington Paid  
2           Family Medical Leave Act to take leave to bond with a newborn or newly adopted child. Upon  
3           request, additional unpaid leave may be granted beyond the FMLA period for up to a total of one  
4           (1) year.

5  
6           **Section 9.4. Judicial Leave.**

7           In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-  
8           defendant with the District, such employee shall receive a normal day's pay for each day of required presence  
9           in court; provided, however, that any compensation received for such service shall be paid to the District.  
10          Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an  
11          employee is a party in a court action, such employee may request a leave of absence.

12  
13          **Section 9.5. Personal Leave.**

14          Upon written request, all employees subject to this Agreement shall be granted three (3) days of personal leave  
15          with pay. Personal leave shall not be deducted from sick leave. Unused leave may be accumulated from one  
16          year to the next provided under no circumstance is an employee to have more than four (4) personal leave  
17          days available in any one year. Employees may not use more than three (3) consecutive personal leave  
18          days without advance authorization of the building administrator or supervisor.

19  
20          In June of each year, employees may cash out a maximum of two (2) of their unused personal leave days.  
21          The rate of compensation shall be at the employee's regular rate of pay. The cash-out request must be in  
22          writing on the appropriate form, signed by the employee, and submitted to the payroll office no later than  
23          the first-Friday-after-the-last-student-day-of-the-year. The cash out will be paid in the July payroll.

24          No more than ten percent (10%) of employees at each work site may be granted personal leave on a given day.  
25          A minimum of twenty-four (24) hour notification to the building principal or department administrator is  
26          required. The building principal or department administrator has the discretion to make exceptions to this  
27          requirement.

28  
29          **Section 9.6. Leave of Absence Without Pay.**

30  
31                  **Section 9.6.1.**

32                  Upon recommendation of the immediate supervisor through administrative channels to the  
33                  Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
34                  absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to an  
35                  extended illness, one (1) additional year may be granted.

36  
37                          **Section 9.6.1.1.**

38                          For employees who have taken leave of absence that will extend through the end of the  
39                          current school year, the employee will notify the District by April 1<sup>st</sup> of their intent to return  
40                          or not return the following school year. By prior agreement, a different specific date for  
41                          return of the employee may be designated. The District will communicate with the  
42                          employee by April 1<sup>st</sup> of the year of the absence to confirm the employee's intentions. If the  
43                          employee does not confirm their intent to return after good faith efforts by the District to  
44                          contact the employee, the position may be filled.

1 **Section 9.6.2.**

2 The returning employee will be assigned to the position occupied before the leave of absence or a  
3 similar position. Employees hired to fill positions of employees on leave of absence will be hired for a  
4 specific period of time.

5  
6 **Section 9.6.3.**

7 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave  
8 of absence. Vacation credits, sick leave, and seniority shall not accrue while the employee is on leave  
9 of absence.

10  
11 **Section 9.7. Shared Leave.**

12 The District will implement a sick leave sharing program consistent with current Washington State law.  
13 RCW 41.04.650-41.04.670.

14  
15 **Section 9.8.**

16 All bargaining unit employees working four (4) or more hours per day shall be eligible for the provisions of the  
17 Federal Family Medical Leave Act (FMLA). Employees must have worked at least 640 hours for the  
18 District during the prior school year to qualify for this benefit. Except for this provision, FMLA shall be  
19 administered as legally determined by the District.

20  
21  
22 **ARTICLE X**

23  
24 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

25  
26  
27 **Section 10.1.**

28 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
29 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as  
30 hereinafter provided.

31  
32 **Section 10.1.1.**

33 In any case where seniority is equal, the employee with the earliest hire date will have "seniority." Ties  
34 will be broken by lot.

35  
36 **Section 10.1.2.**

37 Employees working in more than one general job classification shall earn seniority in each general job  
38 classification so long as they continue to work in such dual positions.

39  
40 **Section 10.1.3.**

41 Employees returning to the bargaining unit from exempt positions shall enjoy seniority consistent with  
42 this Agreement for all previous earned District seniority.

43  
44 **Section 10.2.**

45 Each new hire shall remain in a probationary status for a period of sixty (60) days of actual work following the  
46 hire date. During this probationary period the District may discharge such employee at its discretion.  
47  
48

1 **Section 10.3.**

2 Upon completion of the probationary period, the employee will be subject to all rights and duties contained in  
3 this Agreement retroactive to the hire date.  
4

5 **Section 10.4.**

6 The seniority rights of an employee shall be lost for the following reasons:  
7

- 8 A. Resignation;
- 9 B. Discharge for justifiable cause;
- 10 C. Retirement; or
- 11 D. Change in job classification within the bargaining unit, as hereinafter provided.  
12

13 **Section 10.5.**

14 Seniority rights shall not be lost for the following reasons, without limitation:  
15

- 16 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 17 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- 18 C. Time spent on authorized leaves; or
- 19 D. Time spent in layoff status as hereinafter provided.  
20

21 **Section 10.6.**

22 Seniority rights shall be effective within the general job classification. As used in this Agreement, general job  
23 classifications are those set forth in Article I, Section 1.3.  
24

25 **Section 10.7.**

26 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation  
27 periods and extended services (including overtime). The employee with the earliest hire date shall have  
28 preferential rights regarding promotions, assignment to new or open positions, and layoffs when ability and  
29 performance are substantially equal with junior employees.  
30

31 If the District determines that seniority rights should not govern because a junior employee possesses ability  
32 and performance substantially greater than a senior employee or senior employees, the District shall set forth in  
33 writing to the employee or employees and the Association's grievance committee chairman its reasons why the  
34 senior employee or employees have been bypassed. The letter specifying the reasons for the bypass shall be  
35 sent within ten (10) business days of the decision to bypass a senior employee. Upon request of the employee,  
36 the Superintendent will meet with the employee to discuss the specific reasons for the bypass.  
37

38 Every interested employee will be considered for open positions. At the same time, the parties recognize that  
39 to retain the public trust and to assure the most efficient and effective operation of the District's educational  
40 and support services, in some instances it will best serve the parties to select an external applicant for a  
41 position.  
42

43 **Section 10.8.**

44 Employees who change job classifications within the bargaining unit shall retain their hire date in the previous  
45 classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new  
46 classification. In the event an opening doesn't occur during the first year after changing job classifications, said  
47 employee shall retain their hire date in the previous classification for an additional year.  
48

1 Any employee requesting return to their previous job classification in writing prior to the expiration of the year  
2 shall be placed on the reemployment list and subject to the provisions of Sections 10.10, 10.11, 10.12 and  
3 10.13. Employees do not have to resign their current position to request placement on the reemployment list in  
4 their former classification.

5  
6 **Section 10.9.**

7 The District shall publicize within the bargaining unit for seven (7) work days the availability of open positions  
8 as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to  
9 the President of the Association and to the Building Representative. The Association shall advise the District,  
10 and keep current, the names and home addresses of those employees designated as Building Representative.

11  
12 **Section 10.10.**

13 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District  
14 according to layoff ranking. Such employees are to have first consideration in filling an opening in the  
15 classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.  
16 Layoff notices to affected employees will be delivered no later than the last Monday before the last student day  
17 of the school year.

18  
19 **Section 10.11.**

20 Employees on layoff status shall file their addresses in writing with the District office and shall thereafter  
21 promptly advise the District in writing of any change in address.

22  
23 **Section 10.12.**

24 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not  
25 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of  
26 reemployment within ten work (10) days.

27  
28 **Section 10.13.**

29 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued  
30 benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

31  
32 **Section 10.14 Involuntary Transfers**

33 All lateral involuntary transfers not affecting the least senior employee at a building must have written  
34 approval from the Director of Human Resources. An employee who is involuntary reassigned within a  
35 building or department may submit a written request for a review and final decision by the Director of  
36 Human Resources if the employee believes there is not a reasonable basis or justification for the transfer.

37  
38  
39  
40 **ARTICLE XI**

41  
42 **EMPLOYEE EVALUATION**

43  
44 **Section 11.1.**

45 The District shall evaluate the job performance of each regular bargaining unit member annually. The  
46 performance evaluation shall be conducted by the employee's immediate administrative supervisor or designee,  
47 and where applicable, with a co-evaluation by a secondary supervisor. The evaluation process shall be  
48 conducted annually and completed by June 1 for non-annual employees and by July 1 for annual employees.

1 Nurses will be evaluated by their immediate supervisor on issues not constituting clinical practice. On issues  
2 of clinical practice, the District may seek assistance from outside resources such as the Educational Services  
3 District (ESD) nursing corps.

4  
5 **Section 11.2.**

6 The grievance procedure shall only apply to procedural violations of this Article.

7  
8 **Section 11.3.**

9 An employee may write a short, concise statement of his/her own response and attach it to any evaluation  
10 and have it placed in their personnel file.

11  
12 **Section 11.4.**

13 The Evaluation forms to be used with PSE employees are attached to this Agreement as Addendum 2 and  
14 3, consisting of the Evaluation form and the Rubric for scoring the evaluation. This evaluation system is  
15 intended by both parties to be a growth-oriented tool to be used to evaluate the quality of performance of  
16 the classified employees of the Sultan School District.

17  
18 The new evaluation system will be completely phased in by the end of the 2019-2020 school year.

19  
20 The goal of the tool is to help Sultan classified employees to be proficient in their professions. The use of  
21 this tool is not intended to be punitive but as a means of helping employees improve.

22  
23 **Section 11.5.**

24 A reasonable plan of improvement shall be provided at least sixty (60) working days prior to any notice of  
25 termination for performance reasons. The purpose of this plan of improvement is to encourage and support  
26 success and provide a reasonable opportunity to improve. This plan of improvement will be based upon the  
27 specific circumstances and performance deficiencies demonstrated by the employee but shall include at  
28 least the following elements.

- 29  
30
- 31 1. Notice of the specific performance deficiencies;
  - 32 2. Notice of the length of the plan of improvement;
  - 33 3. Notice of the specific goals for employee improvement;
  - 34 4. Notice of assistance to be offered to the employee, as appropriate to allow the employee to meet  
35 the specified performance goals.

36 Lack of necessary improvement during the established improvement period, as specifically documented in  
37 writing with notification to the employee, constitutes grounds for termination of employment. This  
38 provision shall not apply in situations where employees are terminated or otherwise disciplined for  
39 misconduct.

ARTICLE XII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

**Section 12.1.**

The District shall have the right to discipline and discharge an employee for justifiable cause.

Employees have the right to attach comments to disciplinary notices which are placed in their personnel files.

The District will exercise progressive standards of discipline. Depending up the severity of the offense, discipline may begin at any step. However, if circumstances justify, some steps may be eliminated. Such discipline shall include, but is not limited to, the following steps:

- A. Verbal warning;
- B. Written warning
- C. Letter of Reprimand
- D. Suspension without pay
- E. Termination

If the District has reason to reprimand an employee, the reprimand shall be done in a manner which will not embarrass the employee publicly.

**Section 12.2. Notification to Non-Annual Employees.**

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

**Section 12.2.1.**

Should the District decide to discharge or lay off any non-annual employee, the employee shall be so notified in writing prior to the end of the school year. Layoff notices to affected employees will be delivered no later than the last Monday before the last student day of the school year.

**Section 12.2.2.**

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the end of the school year.

**Section 12.2.3.**

Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

**Section 12.3.**

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks notice of the District's intention to discharge or layoff.

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**ARTICLE XIII**

**INSURANCE AND RETIREMENT**

**Section 13.1. Insurance.**

Beginning January 1, 2020, and each year thereafter, the parties agree to abide by the provisions of ESHB 1109 which has mandated the creation of the School Employees Benefit Board (SEBB). The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members, and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

The parties acknowledge that all previous provisions regarding employee health care coverage sunsets with the implementation of the SEBB. The parties also acknowledge that there will continue to be unanticipated impacts as SEBB is implemented. The parties also agree to meet and confer about the impacts of the implementation of SEBB in the Labor Management Committee.

**Section 13.1.1. Insurance Information.**

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

**Section 13.2.**

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred and thirty hours (630) or more per school year.

**Section 13.2.1. Optional Benefit Plans.**

If a minimum of five (5) employees express interest in a particular type of self-funded optional benefit plan, the District will consider such plan and may convene a committee with PSE representation to explore available plan options. If the District convenes a committee to select optional insurance plans, PSE will have representation on the committee.

**Section 13.3.**

As required by State law, the District shall provide tort liability coverage, and make required contributions to the State Industrial Insurance fund and to State Unemployment Compensation funding for all qualified employees subject to this Agreement,

**Section 13.4.**

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

ARTICLE XIV

PROFESSIONAL GROWTH / CLUBS

**Section 14.1.**

Employees attending training courses required by State regulation or District policy as a condition of continued employment will be paid by the District, at the employee's appropriate hourly rate of pay for all hours in attendance, plus any fee, tuition, or transportation costs.

**Section 14.2.** Employees required by the District to obtain or renew a first aid certificate shall be paid at their regular hourly rate of pay for attendance at such training offered by the District.

**Section 14.3.**

Employees attending approved training courses or seminars requested by either the employee or the District will suffer no loss of regular salary. Additional training hours above the regular work schedule and requested by the District for the employee to attend will be compensated at the employee's regular rate of pay. If the employee is requesting the training, any additional hours will not be compensated. Expenses incurred for transportation and/or training course fees and tuition will be paid by the District. Other alternatives to the provisions of this section may be agreed to by individual employees and the District. The District may provide employees suitable training during the days which students are released early or start late. Approval of the District will be based upon the value of the training to the District and availability of the funds.

**Section 14.3.1.**

Employees who are interested in attending District-offered trainings that occur during or after their regular work hours, may work with their supervisor to attend. Supervisors will work in good faith with employees to arrange attendance when feasible.

**Section 14.4.**

Transportation must be cleared with the District management so as to pool rides as much as possible. Paid transportation expense allowed will be the lesser of: (A) Normal and reasonable expenses from the District to the training location and return, or (B) Normal and reasonable expenses from the employee's principal residence to the training location and return.

**Section 14.5.**

Employees who successfully complete the Washington Public School Classified Employee Joint Apprenticeship program shall receive an additional fifty-five cents (\$0.55) per hour above the standard rate of pay as designated on Schedule A.

**Section 14.6.**

The District shall provide a pooled fund calculated based on one hundred fifty dollars (\$150) per year per employee for Professional Development. The number of employees in the bargaining unit on September 1 of each year will determine the amount of the fund. These funds may be used for professional dues, conference, seminar and workshop fees, and approved professional development materials, as mutually agreed upon by the employee and the employee's supervisor. If the cost exceeds \$150, and if the fund has not been expended, the employee may request additional funds toward the unpaid balance.



1 Bargaining unit members may request access to the professional development fund to pay their hourly rate  
2 of pay during training outside of working hours, up to \$150 per year. Classes offered under this section  
3 will be monitored by the Human Resources Department.  
4

5 Attendance at out-of-district workshops shall be limited to one employee per building on any one day and  
6 four (4) on a district-wide basis, unless an exception is obtained from the District Administration. This  
7 amount shall be suspended entirely in the event of double levy failure.  
8

9 Requests for professional development funds occurring between October 1 and January 31 of each year will  
10 be submitted by September 30, with any remaining funds disbursed evenly between applicants after the  
11 cutoff. Requests for professional development funds occurring between February 1 and September 30 will  
12 be submitted by January 31. One-half of the total funds in the professional development fund will be  
13 available during each of these periods. Funds not utilized during the October 1 through January 31 period  
14 will roll forward and be available during the remaining time period. Disbursements will not exceed seven  
15 hundred and fifty dollars (\$750) per employee per year without superintendent approval, Unused funds may  
16 be rolled over into the following year, not to exceed a total accumulation of five thousand dollars (\$5,000)  
17 above the annually funded amount.  
18

19 **Section 14.8. Club Allocations.**

20 A total dollar allocation of \$2,000 shall be made to each school for the purpose of compensating club advisors  
21 as determined as equitably as possible by the PSE Board and Building Principals. Employees who get paid as  
22 part of their regular work day to oversee student curriculum activities will not be entitled to club stipends.  
23

24 **Section 14.9. Club Definition and Requirements:**

25 Advisors and students who meet outside of school hours to participate in (club) activities that are separate  
26 from school curriculum and confirmed by the PSE Board, Building Principal, and the School Board, shall  
27 constitute a club.  
28

29 Each year Advisors will submit an outline of the proposed activity by September or January to the PSE  
30 Board and Building Principal for consideration and approval. Any Advisor requesting a club stipend that  
31 has not been preapproved will be denied. Advisors must provide proof of activity (minutes), dates and  
32 hours of meeting times and sign-in sheets of active student participants. One copy of the club paperwork  
33 listed above will be provided to the PSE Secretary and one copy to the Building Principal at the end of May  
34 of each school year.  
35  
36  
37

38 **ARTICLE XV**

39 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

40  
41  
42 **Section 15.1. Membership.**

43 The District and PSE/SEIU 1948 understand that at the center of our labor management relationship is the  
44 shared interest in providing the best services to the public. Therefore, it is the expectation of both  
45 PSE/SEIU 1948 and the District that the District representatives shall respect all employees' decisions to  
46 join and maintain membership in their exclusive professional advocacy organization PSE/SEIU 1948  
47 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and  
48 maintaining membership in PSE/SEIU 1948 upon employment with the District in the bargaining unit.

1 **Section 15.2. Membership Rescission.**

2 Union members requesting to rescind membership and membership rights in their exclusive professional  
3 advocacy organization shall make such request in writing to PSE/SEIU 1948, following the constitution  
4 and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have  
5 been met, PSE/SEIU 1948 shall inform the District of the employee's non-member status consistent with  
6 the notification Section 14.3.

7  
8 **Section 15.3. Dues and Checkoff.**

9 The District agrees to accept dues authorization submitted electronically with digital signatures. PSE/SEIU  
10 1948 will be the custodian of the records related to dues authorizations and E-signature authorizations. PSE  
11 agrees that, as custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of  
12 those records. Upon written authorization of any public employee within the bargaining unit, pursuant to RCW  
13 41.56.110, the District shall deduct from the pay of such public employee the monthly amount of dues,  
14 certified by the secretary of the Public School Employees of Washington (PSE), and shall transmit the same to  
15 the treasurer of PSE. The District shall deduct local dues as established by the local PSE chapter and remit  
16 the same to the treasurer of the local PSE chapter. Copies of any documents kept by PSE under this Section  
17 shall be available to the District upon request.

18  
19 **Section 15.4 Political Action Committees.**

20 Upon written authorization of any public employee within the bargaining unit, the District shall deduct  
21 from the monthly pay of the bargaining unit employee an amount determined by the employee for  
22 voluntary contribution to Union affiliated political action committees. The District shall transmit same  
23 deductions on a monthly basis to the treasurer of Public School Employees of Washington on a payroll  
24 warrant separate from the payroll warrant for membership dues.

25  
26 **Section 15.5. Indemnify and Hold Harmless.**

27 The Association will indemnify, defend, and hold the District harmless against any claims, suits, order,  
28 and/or judgments made against the District on account of any action it takes to comply with this  
29 Article. The Association also agrees to refund to the District any amounts paid to it in error on account of  
30 this Article.

31  
32 **Section 15.6. Agency Fee Restoration Contingency.**

33 In the event there is a change in law or holding by a court of competent jurisdiction that allow for the  
34 withholding of dues or equivalent fee as a condition of employment, PSE/SEIU 1948 and the District agree  
35 to reopen this Article upon request of either party.

36  
37  
38 **ARTICLE XVI**

39  
40 **GRIEVANCE PROCEDURE**

41  
42  
43 **Section 16.1. Grievance Process.**

44 The purpose to this procedure is to provide for an orderly method of resolving grievances or complaints arising  
45 between the District and its employees within the bargaining unit defined in Article I herein, with respect to  
46 matters dealing with the interpretation or application of the Terms and Conditions of this Agreement. A  
47 determined effort shall be made to settle such differences at the lowest possible level in the grievance

1 procedure. All grievances shall be resolved in strict compliance with this Article. Time limits under unusual  
2 circumstances may be extended by mutual consent.

3  
4 **Section 16.1.1. Grievance Steps Outline.**

5 Step 1: Zero to twenty (0-20) days of the occurrence-written statement to supervisor – Supervisor  
6 discussion follows (See 16.5).

- 7  
8 1. If resolved – the grievance stops here;  
9 2. If unresolved – continue to Step 2.

10  
11 Step 2: Fifteen (15) days from Step 1 – Employee submits written grievance statement and meets  
12 with the Executive Director of Human Resources.

- 13  
14 1. If resolved – grievance stops here;  
15 2. If unresolved – continue to Step 3.

16  
17 Step 3: Fifteen (15) days from Step 2, Superintendent hearing.

- 18  
19 1. If resolved, grievance stops here;  
20 2. If unresolved – continue to Step 4.

21  
22 Association meets to validate Grievance per the bylaws of the chapter.

- 23  
24 1. If grievance is validated – continue to Step 4;  
25 2. If grievance is not validated – Grievant may appeal to the PSE State Grievance Panel if a  
26 PSE member;  
27 3. If the employee is not a PSE member or the grievance is not validated, then the  
28 grievance stops here.

29  
30 Step 4: Arbitration if the grievance is validated.

31  
32 **Section 16.2. Definitions:**

- 33  
34 1. **Grievant:** A grievant is an employee, or in the case of the Association's contractual rights, the  
35 Association.  
36 2. **Grievance:** A grievance is defined as a dispute involving the interpretation or application of the  
37 specific terms of this Agreement.  
38 3. **Days:** Days in this procedure are normal District office work days.  
39 4. **Immediate Supervisor:** The immediate supervisor shall be defined as that District administrator who  
40 has the authority to resolve the grievance. In the event a question arises as to who the appropriate  
41 District administrator is, the Superintendent will make the decision.  
42

43 **Section 16.3. Timelines.**

44 Grievances shall be processed in the following manner and within the stated time limits. Time limits provided  
45 in this procedure may be extended only by mutual written agreement. Failure on the part of the District at any  
46 step of this procedure to communicate the decision on a grievance within the specific or mutually extended  
47 time limits shall permit the grievant to lodge an appeal at the next step of this procedure.  
48

1 Failure of the grievant (employee or Association) to present or proceed with a grievance within the specified or  
2 mutually extended time limits will render the grievance waived.

3  
4 **Section 16.4. Representation.**

5 The grievant may waive the Association's involvement in the procedures at any step. If the grievant elects not  
6 to have Association representation, the Association shall have the opportunity to be present at the adjustment  
7 of the grievance and to make its views known or shall receive the same written responses provided to the  
8 grievant.

9  
10 **Section 16.5. Process.**

11 **Step 1. Informal Level -- Informal Submission of Grievance to Supervisor.**

12 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days  
13 after the event is known or reasonably should have been known, the employee shall provide a written  
14 statement of the grievance and supporting documentation, then set a meeting in an attempt to resolve the  
15 grievance informally with the immediate supervisor. The immediate supervisor shall respond informally in  
16 writing within fifteen (15) days of the employee's presentation.

17  
18 **Step 2. Formal Level -- Written Submission of Grievance to Supervisor.**

19 If the grievance is not resolved informally, it may be elevated to Formal Level Grievance and submitted in  
20 writing by the employee who shall submit it to the immediate supervisor within fifteen (15) days after receipt  
21 of the informal response. The Formal Level written grievance shall contain the following:

- 22  
23 a. A statement of the alleged grievance including the facts upon which the grievance is based;  
24 b. Reference to the specific terms of the agreement which have been allegedly violated;  
25 c. Issues involved; and  
26 d. Remedy sought.

27  
28 In presenting the grievance, the employee may elect to represent himself/herself or be accompanied by a  
29 representative of the Association. The immediate supervisor will inform the employee and the Association in  
30 writing of the disposition of the grievance within fifteen (15) days of the presentation of the grievance.

31  
32 **Step 3. Superintendent Level -- Written Submission of Grievance to the Superintendent.**

33  
34 a. **Individual Grievance.**

35 If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the  
36 employee must file the grievance in writing within fifteen (15) days after receipt of the immediate  
37 supervisor's written response in Step 2 above. The Superintendent or his designee will review the  
38 grievance with the parties involved and provide a written statement of the disposition to the employee  
39 with a written copy to the Association, within fifteen (15) days of receipt of the grievance.

40  
41 b. **Association Grievances.**

42 A grievance which the Association may have against the District, limited as aforesaid to matters  
43 dealing with the interpretation or application of terms of this agreement relating to Association rights  
44 and Section 10.9, shall be commenced by filing in writing (in the format of Step 2 above) with the  
45 Superintendent. Such filing shall be within twenty (20) days following the occurrence of the event  
46 giving rise to the grievance or twenty (20) days after the event is known or reasonably should have  
47 been known. The Superintendent or his designee and the Association will have fifteen (15) days from  
48 the receipt of the grievance to resolve it.

1  
2 Step 4. Arbitration.

3 If no settlement is reached in Step 3, and the Association believes the grievance to be valid, the Association  
4 may request that the matter be submitted to an arbiter as hereinafter provided:  
5

- 6 a. Written notice of a request for arbitration shall be made to the Superintendent within fifteen (15) days  
7 of receipt of the disposition letter at Step 3.  
8 b. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of  
9 this Agreement.  
10 c. When a timely request has been made for arbitration, the parties shall attempt to select an impartial  
11 arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten  
12 (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below  
13 shall apply to the selection of an arbiter.  
14 d. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the parties shall jointly  
15 request the American Arbitration Association to submit a panel of nine (9) arbiters who reside and  
16 practice in Washington and Oregon. Such request shall state the issue of the case and ask that the  
17 nominees be qualified to handle the type of case involved. When notification of the names of the nine  
18 (9) arbiters is received, the parties shall each independently strike from the list those unacceptable  
19 arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and  
20 compare their lists. From among the mutually acceptable arbiters, the one with lowest combined  
21 preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single  
22 arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the  
23 parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains.  
24 The remaining person shall be the arbiter. The right to strike the first name from the panel shall be  
25 determined by lot.

26 In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first  
27 panel offered by the American Arbitration Association, such party can summarily reject that panel and  
28 insist on a second panel. Selection must be made from the second panel.

- 29 e. Arbitration proceedings shall be in accordance with the following:  
30 1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.  
31 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be  
32 empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems  
33 pertinent to the grievance and shall render a decision in writing to both parties within thirty (30)  
34 days, unless mutually extended, of the closing of the record.  
35 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for  
36 arbitration which decision shall be final and binding on both parties.  
37 4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to  
38 receive any information after the hearing except by mutual agreement.  
39 5. Each party to the proceedings may call such witnesses as may be necessary in the order in which  
40 their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written  
41 statement of grievance.  
42 The arguments of the parties may be supported by oral comment and rebuttal. Either or both  
43 parties may submit written briefs within a time period mutually agreed upon. Such arguments of  
44 the parties, whether oral or written, shall be confined to and directed at the matters set forth in the  
45 grievance.  
46 6. Each party shall pay any compensation and expenses relating to its own witnesses or  
47 representatives.

1 7. The arbiter shall specify in the award that the District or the Association, whichever is ruled against  
2 by the arbiter, shall pay the compensation of the arbiter including necessary expenses.  
3

4 The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party  
5 also requests a copy, that party will pay one-half (1/2) of the stenographic cost.  
6

7 **Section 16.6. Binding Effect of Award.**

8 All decisions arrived at under the provisions of this Article by the representatives of the District and the  
9 Association at Steps 1, 2, 3 and 4, or by the arbiter, shall be final and binding upon both parties, provided,  
10 however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter  
11 this Agreement in whole or in part.  
12

13 **Section 16.7. Limits of the Arbiter.**

14 The arbiter cannot order the District to take action contrary to law.  
15

16 **Section 16.8. No Duty to Maintain Status Quo.**

17 The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return  
18 to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.  
19

20 **Section 16.9. Freedom from Reprisal.**

21 There will be no reprisals against the grievant or others as a result of his/her participation in this process.  
22

23 **Section 16.10. Continuity of Grievance.**

24 Notwithstanding the expiration of this Agreement, any grievance arising hereunder may be processed through  
25 the grievance procedure until resolution.  
26

27 **Section 16.11. Hearings during Work Hours.**

28 If the arbitration hearing takes place during the employee(s) work hours, the employee(s) will be paid at their  
29 regular rate of pay.  
30

31  
32 **ARTICLE XVII**

33  
34 **TRANSFER OF PREVIOUS EXPERIENCE**  
35  
36

37 **Section 17.1.**

38 When an employee leaves one school district within the State and commences employment with the District,  
39 the employee shall be granted Schedule A placement, vacation and sick leave benefits as any other employee  
40 in the District who has similar occupational status and total years of service.  
41

42 **Section 17.2.**

43 It is agreed that seniority rights are not transferable from other school districts or employers. Seniority in the  
44 District begins with the "hire date" as defined in Section 10.1, and is not transferable between job  
45 classifications.  
46  
47  
48

1 **Section 17.3.**

2 To move a step on the salary schedule, an employee must have one year of in-district service or two years out  
3 of district service in a directly related field.  
4

5 **Section 17.4.**

6 New hires shall normally be hired at the probationary rate of pay, however the District may place new hires on  
7 the salary schedule consistent with 17.3. Placement on the salary schedule shall not waive the employee's  
8 probationary status under Section 10.2.  
9  
10  
11

12 **ARTICLE XVIII**

13 **SALARIES AND EMPLOYEE COMPENSATION**  
14

15  
16 **Section 18.1.**

17 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.  
18

19 **Section 18.2.**

20 Salaries for employees subject to this Agreement are contained in Schedule A attached hereto and by this  
21 reference incorporated herein.  
22

23 **Section 18.2.1.**

24 The salary schedules for each year of this Agreement are attached as Schedule A and represent  
25 specific adjustments to each position and include state pass through.  
26

27 Paraeducators who assume responsibility of a classroom in the absence of a certificated classroom  
28 teacher for more than thirty (30) continuous minutes on any given day, shall receive, in addition to  
29 their regular pay, the differential between the paraeducator's regular hourly wage and that of a base  
30 certificated substitute teacher for all time worked under the above-referenced circumstances. In the  
31 event that there is more than one paraeducator in the classroom, only the paraeducator with the most  
32 seniority shall receive this pay.  
33

34 **Section 18.2.1.1. Hazardous Duty Compensation.**

35 Paraeducators whose regular required duties are to perform catheterization, toileting and  
36 feminine hygiene, gastrostomy, or diapering of students or paraeducators whose regular  
37 required duties include primary responsibility for a student who has a completed functional  
38 behavior assessment (FBA) and a completed behavioral intervention plan (BIP), shall  
39 receive a fifty cent (\$0.50) per hour premium for all hours worked in these programs during  
40 the 2015–2016 school year. This premium shall be increased to fifty-five (\$0.55) cents per  
41 hour during the 2016–2017 school year. No individual shall receive more than one per hour  
42 premium under this section, and no student shall generate more than one per hour premium.  
43

44 **Section 18.2.2.**

45 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this  
46 Agreement if possible, and in any case not later than the second regular payday. In the case of  
47 retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay

1 shall be paid on the first regular payday following agreement on such schedule, if possible, and in any  
2 case not later than the second regular payday following any such agreement.

3  
4 **Section 18.2.3.**

5 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of  
6 this Agreement; provided, the employee has been actively employed continuously for at least one-half  
7 ( $\frac{1}{2}$ ) of the previous employment year.

8  
9 **Section 18.2.4.**

10 Any employee who, through promotion, changes job positions or classifications will move to the step  
11 on Schedule A that guarantees an increase in salary and will thereafter, if appropriate, continue to move  
12 through the remaining steps of the salary schedule.

13  
14 **Section 18.2.5.**

15 Longevity steps on the salary schedule (Schedule A: Experience Steps 10, 15, 20, 25) will be paid  
16 based upon employee's experience with the district regardless of classification changes which may  
17 have occurred through promotion or transfer.

18  
19 **Section 18.2.6.**

20 Job descriptions apply to positions and not to employees who hold the positions. If a position's  
21 duties and responsibilities are determined to have changed to the extent that the position commands  
22 a different wage rate, the position will be considered a new position and may be subject to the  
23 bargaining agreement's posting requirements. Any employee who seeks a posted position may  
24 apply for that position. A position revision can result in either a wage increase or wage decrease.

25  
26 **Section 18.3.**

27 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ( $\frac{1}{4}$ ) hour.

28  
29 **Section 18.4.**

30 Any employee required to travel from one site to another in a private vehicle during work hours shall be  
31 reimbursed for such travel on a per-mile basis at the maximum allowable mileage rate recognized by the  
32 Internal Revenue Service as a deductible business expense, or the District approved rate, if higher. Employees  
33 may not use their private vehicle for District business unless they receive prior approval by their District  
34 administrator. Reimbursement requests for mileage shall be submitted on the proper form at the end of the  
35 month in which the travel occurred.

36  
37 **Section 18.5.**

38 Employees required to remain overnight on District business shall be reimbursed for room and board  
39 expenditures.

40  
41 **Section 18.6.**

42 Employees certified by the State to work with either asbestos containment, encapsulation, removal or  
43 abatement, and who are directed to perform any one of these tasks by the District, will be compensated at the  
44 appropriate overtime rate as specified in Article VII for each hour of any such work.

45  
46 **Section 18.7.**

47 Each building site will receive a budget authorization equal to a minimum of one hour per month per  
48 bargaining unit member for attendance at meetings outside of the regular work hours. Attendance at required



1 meetings and required professional development held outside of regular work hours will be compensated for at  
2 the employee's regular rate of pay. If a supervisor directs or suggests that a bargaining unit member attend a  
3 meeting of any sort scheduled to be held outside of regular work hours, such attendance must be authorized in  
4 advance of the meeting by that building's administrator.  
5

## 8 ARTICLE XIX

### 10 TERM AND SEPARABILITY OF PROVISIONS

#### 12 Section 19.1.

13 The term of this Agreement shall be September 1, 2019 through August 31, 2022.  
14

#### 15 Section 19.2.

16 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its  
17 execution date, except as provided in the following section.  
18

#### 19 Section 19.3. Reopening Limitations.

20 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
21 parties in writing.  
22

23 ~~The parties acknowledge that during the negotiation of this Agreement, each had the unlimited right and~~  
24 ~~opportunity to make proposals and demands with respect to any and all subjects or matters not removed by~~  
25 ~~law from the area of collective bargaining and that the understandings and agreements arrived at by the~~  
26 ~~parties are set forth in this Agreement, and no oral statement shall add to or supersede any of its provisions.~~  
27

28 The parties agree not to obligate each other to bargain collectively with each other during the term of this  
29 Agreement even though the subject or matter may not have been within the knowledge or contemplation of  
30 either or both parties during negotiations on the initial Agreement, except when external government  
31 actions impact the terms and conditions of employment and/or understanding relied upon by the parties at  
32 the time this Agreement was approved. Such circumstances may include, but are not necessarily limited to,  
33 legislative action that significantly changes employee insurance benefits, employee retirement, or the  
34 funding of employee salaries.  
35

36 This Agreement, then, constitutes the full and complete commitments between both parties, and may be  
37 altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the  
38 parties in a written and signed amendment to this Agreement.  
39

#### 40 Section 19.4.

41 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of  
42 this Agreement shall not be affected thereby.  
43

#### 44 Section 19.5.

45 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or  
46 Federal statutes or regulations promulgated pursuant thereto.  
47  
48

1 **Section 19.6.**  
2 In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement,  
3 such provision shall be renegotiated pursuant to Section 19.3.  
4  
5

6  
7 **ARTICLE XX**  
8  
9 **SAFETY CONDITIONS**  
10

11 **Section 20.1.**  
12 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which  
13 endanger their health, safety or well-being. Employees who have concerns about unsafe conditions are  
14 required to report these conditions to their immediate supervisor.  
15

16 **Section 20.2.**  
17 In off-campus work situations, the District will ensure that at least two adults will be present at all times.  
18 Additionally, the District will ensure the existence of a method of immediate communication between the off-  
19 campus site and the District. The District will also ensure that off-campus work sites are equipped with  
20 medical supplies provided and maintained by District medical staff.  
21

22 **Section 20.3.**  
23 The District shall provide all necessary medical training for non-licensed employees whose assignments  
24 require them to perform medical procedures on students. These procedures shall include, but not be limited to,  
25 the dispensing of medication, first aid, and catheterization and shall be taught by a certified health care worker.  
26 All necessary medical supplies will be provided and maintained by District medical staff.  
27  
28

29  
30 **ARTICLE XXI**  
31  
32 **PARAEDUCATORS**  
33

34 **Section 21.1. Paraeducators.**  
35 Paraeducators will be defined as a classified public school or school district employee who works under the  
36 supervision of a certified or licensed staff member, from grades kindergarten to grade twelve (12), to  
37 support and assist in providing instructional and other services to students and their families, including  
38 library assistant (WAC 179-01-020).  
39

40 Effective September 1, 2019, all paraeducators must meet the minimum requirements established by state  
41 law, as reflected in RCW 28A.413.040. As standards are developed and implemented by the State,  
42 Paraeducator Board, the District will abide by and communicate to employees regarding those standards.  
43

44 Upon full implementation of the state's paraeducator general and advanced certification programs, the  
45 parties will reopen upon request to negotiate regarding whether to establish new pay structures based on the  
46 type of certification held by the paraeducator.  
47

48 All required training hours will be paid at the employee's regular rate of pay.

1 **Section 21.2. Recess Duty.**

2 If a paraeducator has concerns about the amount of recess duty assigned or the equitability of recess  
3 assignments within a building, the paraeducator will first raise the issue with the building principal. If the  
4 issue cannot be resolved with the building principal, the issue will be submitted to labor/management for  
5 resolution.  
6

7 **Section 21.3. Access to Behavior Plans and other Confidential Student Information.**

8 Employees who are expected to implement behavior plans or deliver IEP services shall have access to the  
9 relevant plan to the extent appropriate and permitted by law. Employees must have a legitimate  
10 educational interest in order to access these documents. Employees have a responsibility to familiarize  
11 themselves with and follow all applicable state and federal privacy laws and regulations regarding  
12 confidentiality of student and parent information, including but not limited to any information contained in  
13 a student's IEP, Behavioral Intervention Plan and/or 504 Plan. Failure to keep such information  
14 confidential may result in disciplinary action.  
15

16 **Section 21.4. Half-Day Early Release Flex.**

17 Paraeducators who are scheduled to work their full shift on the half-day early release days prior to  
18 Thanksgiving and Winter breaks will instead be scheduled for a one-day training to take place in August or  
19 on a non-student day during the school calendar. This will be documented in the same manner as Flex  
20 Time under Section 7.10.  
21  
22  
23

---

24 **ARTICLE XXII**

25 **TITLE I REQUIREMENTS AND TESTING.**

26  
27  
28 Paraeducators who are required to take the standardized Educational Testing Service (ETS) ParaPro  
29 Assessment, either on-line through the District or by paper/pencil at ETS testing centers, will be required to  
30 pay no more than fifty percent (50%) of the costs associated with the test at the first attempt. The District  
31 shall cover the remaining fifty percent (50%) of the cost for each paraeducator's first attempt.  
32

33 The District shall provide a minimum of one copy per school building of the ETS ParaPro Study Guide.  
34 The study guides shall be made available to paraeducators prior to testing at no cost to them.  
35

36 Paraeducators whose formal educational credentials qualify them as Title I eligible shall not be required to  
37 take the above-referenced assessment.  
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**SIGNATURE PAGE**

**PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948**

**SULTAN CHAPTER #1103**

BY: Wendy H Scollard  
Wendy Scollard, Chapter President

DATE: 9/9/19

**SULTAN SCHOOL BOARD MEMBERS:**

BY: D. Chaplik  
Dan Chaplik, Superintendent

DATE: 9/12/19

SULTAN PSE  
SCHEDULE A  
September 1, 2019 – August 31, 2020

<b>SECRETARIAL/CLERICAL</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
School Admin. Secretary	\$17.76	\$19.73	\$21.78	\$21.98	\$22.67	\$22.86	\$23.09	\$23.67
District Admin. Secretary*	\$18.10	\$20.11	\$22.20	\$22.40	\$23.10	\$23.30	\$23.53	\$24.12
Office Assistant	\$17.20	\$19.11	\$19.68	\$19.86	\$20.48	\$20.66	\$20.88	\$21.45
Receptionist	\$14.84	\$16.49	\$17.88	\$18.07	\$18.60	\$18.80	\$18.97	\$19.54
Truancy Liaison	\$17.76	\$19.73	\$21.78	\$21.98	\$22.67	\$22.86	\$23.09	\$23.67
Registrar	\$17.20	\$19.11	\$19.68	\$19.86	\$20.48	\$20.66	\$20.88	\$21.45
Accounting Technician	\$19.47	\$21.63	\$22.60	\$22.78	\$23.49	\$23.74	\$23.95	\$24.52
Payroll Clerk	\$19.87	\$22.07	\$23.48	\$23.72	\$24.44	\$24.68	\$24.94	\$25.50
<b>NON-INSTRUCTIONAL SUPPORT</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Health Room Assistant	\$17.20	\$19.11	\$19.68	\$19.86	\$20.48	\$20.66	\$20.88	\$21.45
Playground Assoc	\$14.23	\$15.81	\$16.27	\$16.46	\$16.94	\$17.12	\$17.27	\$17.85
Courier/Mailroom Aide	\$15.08	\$16.76	\$18.17	\$18.36	\$18.91	\$19.11	\$19.28	\$19.86
Interpreter	\$23.14	\$25.71	\$26.47	\$26.69	\$27.49	\$27.77	\$28.04	\$28.59
<b>PARAEDUCATOR</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Paraeducator I	\$15.05	\$16.72	\$18.12	\$18.31	\$18.86	\$19.06	\$19.23	\$19.81
Paraeducator II	\$17.28	\$19.20	\$20.84	\$21.02	\$21.67	\$21.88	\$22.07	\$22.65
Behavior Specialist	\$17.61	\$19.56	\$21.24	\$21.42	\$22.08	\$22.30	\$22.49	\$23.08
<b>NURSE</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
RN**	\$26.98	\$29.98	\$30.84	\$31.13	\$32.09	\$32.40	\$32.69	\$33.32
LPN**	\$22.06	\$24.51	\$25.20	\$25.47	\$26.24	\$26.50	\$26.74	\$27.33
<b>CHILD NUTRITION</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Cook	\$19.84	\$22.04	\$22.72	\$22.92	\$23.62	\$23.85	\$24.09	\$24.66
Lead Cook	\$16.49	\$18.32	\$18.81	\$19.00	\$19.55	\$19.76	\$19.93	\$20.49
Cook	\$15.97	\$17.74	\$18.25	\$18.45	\$18.98	\$19.19	\$19.37	\$19.93
Cashier/Server	\$14.13	\$15.70	\$16.16	\$16.34	\$16.82	\$17.01	\$17.16	\$17.72
<b>OPERATIONS</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Maintenance	\$24.93	\$27.70	\$28.83	\$29.08	\$29.98	\$30.26	\$30.56	\$31.13
Maintenance Tech II	\$23.51	\$26.12	\$27.19	\$27.43	\$28.27	\$28.56	\$28.84	\$29.41
Maintenance Tech I	\$21.16	\$23.52	\$24.39	\$24.62	\$25.36	\$25.62	\$25.87	\$26.43
Main/Grnds/Cust***	\$18.82	\$20.91	\$21.58	\$21.79	\$22.46	\$22.68	\$22.90	\$23.46
<b>TECHNOLOGY</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Technician	\$22.23	\$24.70	\$25.43	\$25.64	\$26.93	\$27.65	\$28.40	\$29.01
Technician Assistant	\$15.05	\$16.72	\$18.12	\$18.31	\$18.86	\$19.06	\$19.23	\$19.81
<b>MECHANIC</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Mechanic	\$25.96	\$28.85	\$30.04	\$30.34	\$31.28	\$31.58	\$31.90	\$32.45
Mechanic	\$18.94	\$21.05	\$23.23	\$23.45	\$24.17	\$24.40	\$24.64	\$25.20

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\*\*\*Shift differential of \$0.30 (2:30 – 11:00 pm only) Main.Grounds/Custodians.

Substitute employees are paid at the Substitute Rate for each position.

Temporary employees are paid at the Substitute Rate for each position.

Created light duty positions shall be compensated at the State Minimum Wage.

SULTAN PSE  
SCHEDULE A  
September 1, 2020 – August 31, 2021

<b>SECRETARIAL/CLERICAL</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
School Admin. Secretary	\$18.47	\$20.52	\$22.66	\$22.86	\$23.58	\$23.78	\$24.01	\$24.61
District Admin. Secretary*	\$18.82	\$20.91	\$23.09	\$23.29	\$24.03	\$24.23	\$24.47	\$25.08
Office Assistant	\$17.89	\$19.88	\$20.47	\$20.65	\$21.30	\$21.49	\$21.71	\$22.31
Receptionist	\$15.44	\$17.15	\$18.60	\$18.79	\$19.34	\$19.55	\$19.73	\$20.32
Truancy Liaison	\$18.47	\$20.52	\$22.66	\$22.86	\$23.58	\$23.78	\$24.01	\$24.61
Registrar	\$17.89	\$19.88	\$20.47	\$20.65	\$21.30	\$21.49	\$21.71	\$22.31
Accounting Technician	\$20.25	\$22.50	\$23.50	\$23.69	\$24.43	\$24.69	\$24.91	\$25.50
Payroll Clerk	\$20.66	\$22.96	\$24.42	\$24.66	\$25.41	\$25.67	\$25.93	\$26.52
<b>NON-INSTRUCTIONAL SUPPORT</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Health Room Assistant	\$17.89	\$19.88	\$20.47	\$20.66	\$21.30	\$21.49	\$21.71	\$22.31
Playground Assoc	\$14.80	\$16.44	\$16.92	\$17.11	\$17.62	\$17.81	\$17.96	\$18.56
Courier/Mailroom Aide	\$15.69	\$17.43	\$18.90	\$19.10	\$19.67	\$19.88	\$20.05	\$20.65
Interpreter	\$24.06	\$26.74	\$27.52	\$27.76	\$28.59	\$28.88	\$29.16	\$29.74
<b>PARAEDUCATOR</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Paraeducator I	\$15.65	\$17.39	\$18.84	\$19.04	\$19.61	\$19.82	\$20.00	\$20.60
Paraeducator II	\$17.97	\$19.97	\$21.68	\$21.86	\$22.53	\$22.76	\$22.96	\$23.56
Behavior Specialist	\$18.31	\$20.35	\$22.09	\$22.28	\$22.96	\$23.19	\$23.39	\$24.00
<b>NURSE</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
RN**	\$28.06	\$31.17	\$32.07	\$32.38	\$33.38	\$33.70	\$34.00	\$34.65
LPN**	\$22.94	\$25.49	\$26.21	\$26.48	\$27.29	\$27.56	\$27.81	\$28.43
<b>CHILD NUTRITION</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Cook	\$20.63	\$22.92	\$23.63	\$23.84	\$24.57	\$24.80	\$25.06	\$25.65
Lead Cook	\$17.15	\$19.05	\$19.57	\$19.76	\$20.33	\$20.55	\$20.73	\$21.31
Cook	\$16.61	\$18.45	\$18.98	\$19.18	\$19.74	\$19.95	\$20.14	\$20.73
Cashier/Server	\$14.70	\$16.33	\$16.81	\$16.99	\$17.50	\$17.69	\$17.84	\$18.43
<b>OPERATIONS</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Maintenance	\$25.92	\$28.80	\$29.98	\$30.24	\$31.18	\$31.47	\$31.78	\$32.37
Maintenance Tech II	\$24.45	\$27.17	\$28.28	\$28.53	\$29.40	\$29.70	\$29.99	\$30.58
Maintenance Tech I	\$22.01	\$24.46	\$25.37	\$25.60	\$26.38	\$26.65	\$26.90	\$27.49
Main/Grnds/Cust***	\$19.57	\$21.74	\$21.44	\$22.66	\$23.36	\$23.59	\$23.81	\$24.40
<b>TECHNOLOGY</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Technician	\$23.12	\$25.69	\$26.45	\$26.67	\$28.01	\$28.76	\$29.54	\$30.18
Technician Assistant	\$15.65	\$17.39	\$18.84	\$19.04	\$19.61	\$19.82	\$20.00	\$20.60
<b>MECHANIC</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Mechanic	\$27.00	\$30.00	\$31.24	\$31.55	\$32.53	\$32.84	\$33.17	\$33.75
Mechanic	\$19.70	\$21.89	\$24.16	\$24.39	\$25.13	\$25.38	\$25.62	\$26.21

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Substitutes” are paid at the Substitute Rate for each position.

“Temporaries” are paid at the Substitute Rate for each position.

Created light duty positions shall be compensated at the State Minimum Wage

SULTAN PSE  
SCHEDULE A  
September 1, 2021 – August 31, 2022

<b>SECRETARIAL/CLERICAL</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
School Admin. Secretary	19.58	21.75	24.01	24.23	24.99	25.21	25.45	26.09
District Admin. Secretary*	19.95	22.17	24.47	24.69	25.47	25.69	25.94	26.59
Office Assistant	18.96	21.07	21.69	21.89	22.58	22.78	23.01	23.65
Receptionist	16.36	18.18	19.71	19.92	20.50	20.73	20.92	21.54
Truancy Liaison	19.58	21.75	24.01	24.23	24.99	25.21	25.45	26.09
Registrar	18.96	21.07	21.69	21.89	22.58	22.78	23.01	23.65
Accounting Technician	21.46	23.85	24.91	25.12	25.90	26.17	26.41	27.03
Payroll Clerk	21.90	24.33	25.89	26.14	26.94	27.21	27.49	28.12
<b>NON-INSTRUCTIONAL SUPPORT</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Health Room Assistant	18.96	21.07	21.69	21.89	22.58	22.78	23.01	23.65
Playground Assoc	15.69	17.43	17.93	18.14	18.68	18.88	19.04	19.68
Courier/Mailroom Aide	16.63	18.48	20.03	20.24	20.85	21.07	21.26	21.89
Interpreter	25.51	28.34	29.18	29.42	30.31	30.61	30.91	31.52
<b>PARAEDUCATOR</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Paraeducator I	16.59	18.43	19.97	20.19	20.79	21.01	21.20	21.83
Paraeducator II	19.05	21.16	22.98	23.18	23.89	24.12	24.33	24.97
Behavior Specialist	19.41	21.57	23.42	23.62	24.34	24.58	24.80	25.44
<b>NURSE</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
RN**	29.74	33.04	34.00	34.32	35.38	35.72	36.04	36.73
LPN**	24.32	27.02	27.79	28.07	28.93	29.21	29.48	30.13
<b>CHILD NUTRITION</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Cook	21.87	24.30	25.05	25.27	26.04	26.29	26.56	27.18
Lead Cook	18.18	20.20	20.74	20.95	21.55	21.79	21.98	22.59
Cook	17.60	19.56	20.11	20.34	20.93	21.15	21.35	21.98
Cashier/Server	15.58	17.31	17.82	18.01	18.55	18.75	18.91	19.54
<b>OPERATIONS</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Maintenance	27.48	30.53	31.78	32.06	33.05	33.36	33.69	34.31
Maintenance Tech II	25.92	28.80	29.98	30.24	31.17	31.49	31.79	32.42
Maintenance Tech I	23.33	25.92	26.89	27.14	27.96	28.25	28.52	29.14
Main/Grnds/Cust***	20.74	23.05	23.79	24.02	24.76	25.00	25.24	25.86
<b>TECHNOLOGY</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Technician	24.51	27.23	28.04	28.27	29.69	30.48	31.31	31.99
Technician Assistant	16.59	18.43	19.97	20.19	20.79	21.01	21.20	21.83
<b>MECHANIC</b>	<b>Sub</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>
Head Mechanic	28.62	31.80	33.11	33.44	34.48	34.81	35.16	35.77
Mechanic	20.88	23.20	25.61	25.86	26.64	26.90	27.16	27.79

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\*\*RN, LPN (Nurse(s) required by State or Federal Law.

\*\*\*Shift differential of \$0.30 (2:30 – 11:00 pm only) Main/Grounds/Custodians.

“Substitutes” are paid at the Substitute Rate for each position.

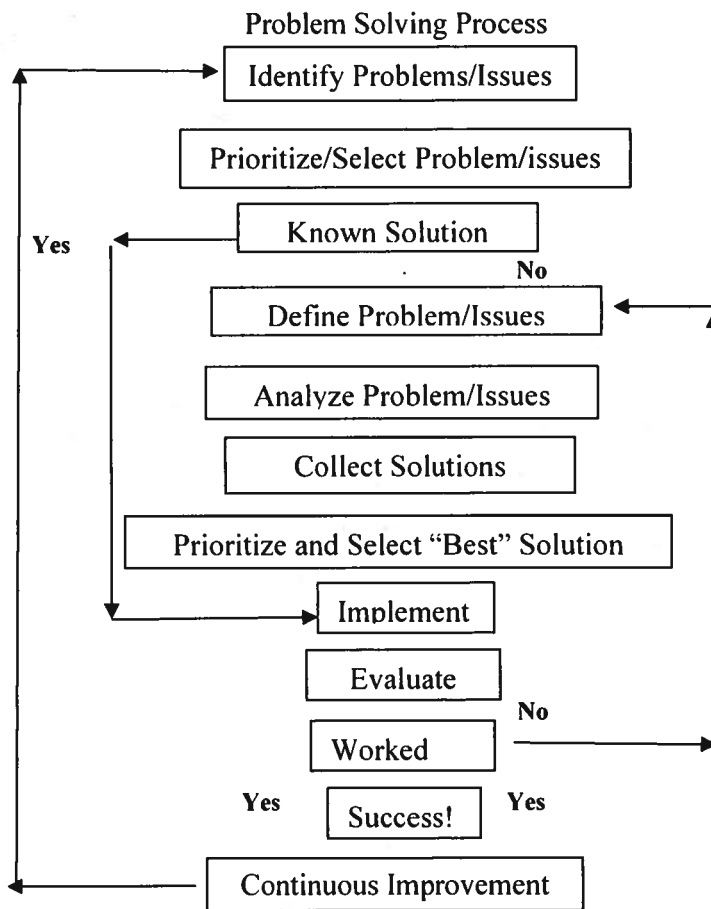
“Temporaries” are paid at the Substitute Rate for each position.

Created light duty positions shall be compensated at the State Minimum Wage

**ADDENDUM #1  
CODE OF CONDUCT**

1. Listen to and show respect for the view of others.
2. Criticize ideas, not persons.
3. Ask questions and seek clarification. The only stupid question is the one that is not asked.
4. Pay attention; avoid disruptive behavior.
5. Carry out assignments on schedule.
6. Resolve conflicts constructively. If no resolution is reached, the parties agree to use the *Problem Solving Process* below.
7. Avoid disruptive side conversations.
8. Always strive for win-win situations.
9. Every member is responsible for the team's progress/success.

During the life of this agreement, the District and PSE will commit to using the Code of Conduct and, if necessary, the Problem Solving Process the parties mutually have developed in order to provide proactive solutions to problems and/or issues. The parties will meet at least once a year to discuss the value and/or need for modification of this model/process. The use of the model/process is not limited to bargaining issues.





Employee Name:  
 Date:  
 Type: 60 Day / Interim / Annual

**ADDENDUM No. 2**

**Assessment Areas**

**Criterion 1: High Performance Standards**

		Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)	N/A or Observed	Criterion Summary
1.1	Quality of completed assignments						
1.2	Completes assignments within time limits						
1.3	Prioritizes tasks effectively						
1.4	Organization						
1.5	Uses resources effectively and efficiently						
1.6	Learns new skills and responsibilities						
1.7	Professional development						
<b>Criterion Avg Score</b>							

**Criterion 2: Professional Habits**

2.1	Follows directions, procedures and protocols						
2.2	Critical thinking skills						
2.3	Maintains accurate information						
2.4	Technology						
<b>Criterion Avg Score</b>							

**Criterion 3: Fostering and Managing a Safe, Positive Student Environment**

3.1	Employee interaction with students						
3.2	Monitors and responds to student behavior						
3.3	Support for student needs						
3.4	Safe work habits and procedures						
<b>Criterion Avg Score</b>							

**Criterion 4: Communication, Collaboration and Interpersonal Skills**

4.1	Employee interaction with others						
4.2	Confidentiality						
4.3	Communicating information						
4.4	Attitude and approach						
<b>Criterion Avg Score</b>							

**Criterion 5: Specific Knowledge and Standards Related to Job Description**

5.1	Contributes to a positive building climate						
5.2	Response to crisis						
5.3	Makes & accepts responsibilities for						
5.4	Equipment usage						
5.5	Initiative						
5.6	Appearance						
<b>Criterion Avg Score</b>							

**Presence - Unsatisfactory (U) or Distinguished (D)**

Employee's Attendance:		<b>Overall Criterion Avg:</b>	
Employee's Punctuality:		<b>Overall Rating:</b>	

Key: Unsatisfactory = 1.0-1.8 / Basic = 1.9-2.6 / Proficient = 2.7-3.5 / Distinguished = 3.6-4.0

**Overall Evaluation Summary:**

**EMPLOYEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **SUPERVISOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## Sultan School District #311 – Classified Evaluation Rubric

### Addendum No. 3

Unsatisfactory	Basic	Proficient	Distinguished
Unwilling, Unable, Fail, Negatively impacts, inaccurate, Inappropriate	Developing, Sometimes, Inconsistent, Minimum, Occasionally	Meets Standard, Independent, Consistent, Effective, Accurate	In addition to the qualities of the proficient employee: Leadership, Proactive, Always, Model, Exceeds Standards
Unsatisfactory Evaluation Scores	Basic Evaluation Scores	Proficient Evaluation Scores	Distinguished Evaluation Scores
Under 46% or 1.0-1.8	Between 47%-67% or 1.9-2.6	Between 68%-89% or 2.7-3.5	Between 90%-100% or 3.6-4.0

**Criterion 1: Employee demonstrates a commitment to achieving high performance standards.**

	Unsatisfactory	Basic	Proficient	Distinguished
<b>1.1 Quality of completed assignments</b>	Employee's work results are below standard.	Employee's work results are inconsistent or occasionally meet standard.	Employee's work meets standard.	Employee's work consistently exceeds standard.
<b>1.2 Completes assignments within time limits</b>	Employee misses or disregards deadlines.	Employee's completion of work by the deadline is inconsistent.	Employee's work is completed by deadlines.	Employee is proactive and consistently completes assignments before deadlines.
<b>1.3 Prioritizes tasks effectively</b>	Employee disregards assistance provided to prioritize tasks.	Employee requires assistance in effectively prioritizing tasks.	Employee independently prioritizes tasks.	Employee independently prioritizes tasks and assists others with prioritization.
<b>1.4 Organization</b>	Employee is never organized and negatively impacts the workplace.	Employee is occasionally organized.	Employee is consistently organized.	Employee is always organized and contributes to an effective workplace.
<b>1.5 Uses resources effectively and efficiently</b>	Employee fails to use resources effectively or efficiently.	Employee occasionally uses resources effectively and efficiently.	Employee consistently uses resources effectively and efficiently.	Employee identifies more effective ways to use resources, resulting in savings of money or time.
<b>1.6 Learns new skills and responsibilities</b>	Employee resists or is unable to learn new skills and responsibilities.	Employee inconsistently learns new skills and responsibilities.	Employee consistently learns new skills and responsibilities.	Employee always learns and masters new skills and responsibilities to improve workplace effectiveness.
<b>1.7 Professional development</b>	Employee never or unwillingly participates in trainings.	Employee sometimes participates in training opportunities.	Employee consistently attends trainings or professional development opportunities.	Employee independently seeks and attends trainings or other professional development opportunities to improve knowledge and/or job skills.

**Criterion 2: Professional Habits**

	Unsatisfactory	Basic	Proficient	Distinguished
<b>2.1 Following directions, procedures and protocols</b>	Employee does not follow directions provided by supervisor and/or does not apply established procedures.	Employee needs assistance in following directions and adhering to established procedures or these are done inconsistently.	Employee follows directions and adheres to established procedures.	Employee consistently follows directions provided by supervisor and adheres to established procedures. Provides leadership and training to other employees.
<b>2.2 Critical thinking skills</b>	Employee ignores or fails to recognize problems and does not seek to apply strategies or effective solutions.	Employee recognizes problems but inconsistently applies strategies or seeks effective solutions.	Employee recognizes problems and applies strategies for effective solutions.	Employee proactively recognizes potential problems, develops and applies strategies for effective solutions. Acts as a problem-solving resource to others.
<b>2.3 Maintains accurate information</b>	Employee's practice for maintaining information does not align with established practice. Information is inaccurate or incomplete.	Employee's practice for maintaining information leads to inaccuracies or incomplete records. Employee inconsistently uses established practices.	Employee's practices for maintaining information are frequently accurate and adhere to established practices.	Employee's practices for maintaining information are consistently accurate and adhere to established practices. Recommends improvements in record keeping procedures.
<b>2.4 Technology</b>	Technology is not used appropriately and/or employee resists use of technology as it relates to the job.	Technology is used inconsistently and/or employee's skills are not current.	Technology is used independently to enhance job performance or products. Technology skills are current.	Technology is used independently to enhance job performance or products. Employee seeks innovative ways to incorporate new or improved technology.

**Criterion 3: Fostering and managing a safe, positive student environment**

	Unsatisfactory	Basic	Proficient	Distinguished
3.1 Employee interaction with students	Employee actions fail to demonstrate caring or respect. There is no attention given to meeting the needs of students.	Employee actions are occasionally appropriate and respectful, but may reflect inconsistencies, favoritism, or disregard for a student's individual needs.	Employee actions are consistently friendly and demonstrate a general respect for the dignity of students.	Employee actions always demonstrate positivity, genuine caring and respect for the individual dignity of students and model acceptance and tolerance toward student needs.
3.2 Monitors and responds to student behavior	Employee fails to monitor and respond to student behavior appropriately or students are left unattended. Employee is overly repressive or does not respect the individual needs of the student.	Employee inconsistently monitors and responds to student behavior and may miss the activities of some students due to minimal supervision.	Employee effectively monitors and responds to student behavior at all times and respects the individual needs of the student.	Employee always monitors and responds to student behavior skillfully. Employee assists students in monitoring and correcting their own and/or their peers' behavior. Employee is proactive, highly effective and sensitive to individual needs of the student.
3.3 Support for student needs	Employee does not take responsibility for student needs or accommodations and ignores or over refers to support services.	Employee recognizes student needs or accommodations but under or over utilizes support services.	Employee handles student needs or accommodations effectively and recognizes when additional support is needed.	Employee handles student needs or accommodations effectively and seeks collaborative input and/or support for students as needed.
3.4 Safe work habits and procedures	Employee fails to practice safe work habits or follow safety procedures.	Employee inconsistently practices safe work habits or follows safety procedures.	Employee consistently practices safe work habits and follows safety procedures.	Employee always practices safe work habits, follows safety procedures and recommends improvements in safety policies and procedures.

**Criterion 4: Communication, Collaboration, and Interpersonal Skills**

	Unsatisfactory	Basic	Proficient	Distinguished
4.1 Employee interactions with others	Employee actions fail to demonstrate professionalism or respect.	Employee actions sometimes demonstrate professionalism or respect.	Employee actions consistently demonstrate professionalism and respect.	Employee actions are always highly professional and respectful. Employee actively culminates positive relationships with others.
4.2 Confidentiality	Employee fails to maintain confidentiality.	Employee inconsistently applies the principles of confidentiality	Employee consistently applies the principles of confidentiality.	Employee always maintains confidentiality and acts as a resource and model for others.
4.3 Communicating information	Employee fails to communicate effectively.	Employee inconsistently communicates or communicates to staff too broadly or narrowly.	Employee effectively communicates with appropriate staff.	Employee proactively communicates with appropriate staff.
4.4 Attitude and approach	Employee's attitude and approach negatively impacts the work environment	Employee is inconsistently positive and sometimes shows interest, enthusiasm, and a willingness to participate.	Employee is consistently positive, shows interest, enthusiasm, and a willingness to participate.	Employee's attitude and approach is always positive and is a role model for others.

**Criterion 5: Specific Knowledge and Standards Related to Job Description**

	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>5.1 Contributes to a positive building/department climate</b>	Employee actions negatively impacts the building/department climate.	Employee actions inconsistently impacts the building/department climate in a positive way.	Employee actions consistently impacts the building/department climate in a positive way.	Employee actions exceeds standards and always contributes to a positive building/department climate.
<b>5.2 Response to crisis</b>	Employee fails to act or respond appropriately in crisis.	Employee inconsistently acts or responds appropriately in crisis.	Employee acts or responds appropriately in crisis.	Employee always acts or responds appropriately in crisis and leads by example.
<b>5.3 Makes and/or accepts responsibility for decisions</b>	Employee fails to make and/or accept responsibility for decisions.	Employee inconsistently makes and/or accepts responsibility for decisions.	Employee consistently makes and accepts responsibility for decisions.	Employee proactively makes and accepts responsibility for decisions.
<b>5.4 Equipment usage</b>	Employee fails to use equipment appropriately.	Employee inconsistently uses equipment appropriately.	Employee consistently uses equipment appropriately.	Employee always uses equipment appropriately and follows industry standards.
<b>5.5 Initiative</b>	Employee fails to show initiative.	Employee inconsistently shows initiative.	Employee consistently shows initiative.	Employee always shows initiative and exhibits leadership skills.
<b>5.6 Appearance</b>	Employee's appearance negatively impacts the work environment.	Employee's appearance is inconsistently professional and/or appropriate for the position.	Employee's appearance is professional, appropriate and meets standard for the position.	Employee's appearance is professional, appropriate and exceeds standard for the position.

1 **MEMORANDUM OF UNDERSTANDING**

2  
3  
4 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
5 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SIEU LOCAL 1948 OF  
6 SULTAN AND THE SULTAN SCHOOL DISTRICT #311.

7  
8 The following provisions will be in full force and effect until January 1, 2020, when all school  
9 employees will be migrating to the School Employees Benefits Board (SEBB). This language will  
10 sunset with the implementation of SEBB.

11  
12 The parties agree that the following language shall remain in full force and effect until the State Health  
13 Care Authority activates the School Employee Benefit Board (SEBB) on January 1, 2020.

14  
15 **Section 13.1. Insurance.**

16 The District shall pay the full amount required for the retiree subsidy to the State Health Care  
17 Authority (often referred to as HCA carve-out). For insurance purposes, one FTE is equal to 1440  
18 hours of compensation per year. Insurance benefits for employees who are compensated for less than  
19 1440 hours shall be pro-rated based upon 1440 hours equaling one FTE.

20  
21 If the State does not fund at the level of 1,440 hours equaling one FTE for Basic Education Act (BEA)  
22 programs, the District insurance FTE will be adjusted to reflect the level funded for BEA programs.

23  
24 **Section 13.2. Insurance Premium Pool.**

25 An insurance pool per full-time equivalent (FTE) shall be created by taking the total number of FTE  
26 employees in the bargaining unit as of the first Friday of the instructional school year times the State  
27 funded amount times 12. In addition, the District shall contribute an additional \$15 per FTE to the  
28 insurance pool.

29  
30 The District shall compare the bargaining unit insurance premium usage to the size of the premium pool.  
31 Such comparison information is to be provided to the Association. If the pool exceeds usage, the excess  
32 shall be divided by employees whose Basic Benefit Package insurance enrollments cause payroll  
33 deductions, with said division to be on a pro rata basis until enrollments are fully paid or the excess  
34 depleted. The pool shall be recomputed in February and benefits so apportioned. It is understood that  
35 except for the addition of new dependents, enrollments are closed for the purpose of the insurance pool.  
36 All employees hired after the pool is established shall receive the appropriate amount as outlined in  
37 Section 13.1 per month per FTE and shall not be included in the pool, subject to the computation dates  
38 cited above.

39  
40 If, after all bargaining unit employees and their dependents as specified in this Section have their Basic  
41 Benefits Package covered in full, there are funds left in the pool, these funds may be used for the purchase  
42 of optional benefits and a second pool established for their distribution on a pro rata basis.

43  
44 **Basic Benefit Package.** By August 31 of each school year, the District shall inform the Association of its  
45 Basic Benefit Package for the ensuing school year. The Basic Benefit Package shall include: Dental,  
46 Vision, Life and Accidental Death and Dismemberment (AD&D), Long Term Disability (L&I), and  
47 Medical insurance, and shall conform to applicable and current state law.

1 **Section 13.3.**

2 As required by State law, the District shall provide tort liability coverage, and make required contributions  
3 to the State Industrial Insurance fund and to State Unemployment Compensation fund for all qualified  
4 employees subject to this Agreement.

5  
6 **Section 13.4.**

7 In determining whether an employee subject to this Agreement is eligible for participation in the  
8 Washington State Public Employees' Retirement System, the District shall report all hours worked,  
9 whether straight time, overtime, or otherwise.

10  
11 The Parties agree that the new language in the contract takes effect once the SEBB program begins and  
12 the contract shall be renumbered.

13  
14  
15 This Memorandum of Understanding shall become effective upon signatures of both parties, shall  
16 remain in effect until January 1, 2020, and shall be attached to the current Collective Bargaining  
17 Agreement.  
18

19  
20 PUBLIC SCHOOL EMPLOYEES  
21 OF WASHINGTON/SEIU Local 1948

22  
23  
24 PUBLIC SCHOOL EMPLOYEES OF  
25 SULTAN #1103

SULTAN SCHOOL DISTRICT #311

26  
27  
28 BY: Wendy A Scollard  
29 Wendy Scollard, Chapter President

30 BY: D. Chaplik  
31 Dan Chaplik, Superintendent

32  
33 DATE: 9/9/19

34 DATE: 9/12/19

1  
2 **MEMORANDUM OF UNDERSTANDING**  
3  
4

5 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
6 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 OF  
7 SULTAN AND THE SULTAN SCHOOL DISTRICT #311.  
8

9 The Parties agree that:  
10

11  
12 The District will provide training for paraeducators during the 2019-2020 school year to partially  
13 implement the Fundamental Course of Study required by RCW 28A.413.060. Should funding increase  
14 in future years, additional hours or days of training will be added. Per RCW 28A.413.060, the District  
15 must fund this provision only in years for which state funding is appropriated specifically for the  
16 purposes of this section and only for the number of days or hours of training that are funded by the  
17 appropriation. Additional training beyond what is funded by the appropriation may be provided  
18 subject to the availability of other funding sources.  
19

20 During 2019-20, the training provided under this MOU shall include training focused on safety,  
21 behavior management, and de-escalation strategies.  
22

23 ~~During 2019 – 20, employees with unavoidable conflict may reschedule the Flex Day set forth in~~  
24 ~~Section 20.4., on another day to be approved by Human Resources.~~  
25

26  
27 This Memorandum of Understanding shall become effective upon signatures of both parties, shall  
28 remain in effect until August 31, 2019, and shall be attached to the current Collective Bargaining  
29 Agreement.  
30

31 PUBLIC SCHOOL EMPLOYEES  
32 OF WASHINGTON/SEIU Local 1948  
33

34  
35 PUBLIC SCHOOL EMPLOYEES OF  
36 SULTAN #1103  
37

SULTAN SCHOOL DISTRICT #311  
38

39  
40 BY: Wendy H. Scollard  
41 Wendy Scollard, Chapter President  
42

43  
44 BY: D. C. F.  
45 Dan Chaplik, Superintendent  
46

47  
48 DATE: 9/9/19

DATE: 9/6/19