COLLECTIVE BARGAINING AGREEMENT BETWEEN

DEER PARK SCHOOL DISTRICT #414

AND

PUBLIC SCHOOL EMPLOYEES OF DEER PARK

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948 P.O. Box 798 Auburn, WA 98071-0798 1.866.820.5652 www.pseclassified.org

TABLE OF CONTENTS

DECLARATION	OF PRINCIPLES	1
PREAMBLE		1
ARTICLE I		2
	AND COVERAGE OF AGREEMENT	2
Section 1.1.	Association Recognition & Responsibility.	.2
Section 1.2.	Association Exclusion	.2
Section 1.3.	Bargaining Unit	.2
Section 1.4.	Temporary Positions.	.2
ARTICLE II		3
RIGHTS OF THE	EEMPLOYER	3
Section 2.1.	District Rights.	. 3
	Reasonable Rules & Regulations.	
ARTICLE III	č	3
RIGHTS OF EMI	PLOYEES	3
Section 3.1.	Union Participation.	. 3
	Matters of Concern	
	Right to Representation	
	Evaluations	
	Non-Discrimination.	
	Personnel File.	
	Hepatitis B Inoculation.	
	Conduct of Union Personnel.	
	Transfer of Previous Experience. (RCW 28A.400.300)	
	Employee's Right to Safe Work Environment	
ARTICLE IV		5
	EASSOCIATION	5
	Rights & Responsibilities of the Association	5
Section 4.1.	Notification of Possible Discipline.	5
	Right to Delegate.	
Section 4.4	Labor Management Meetings.	6
Section 4.5	School Facilities	7
Section 4.6	Bulletin Boards and Intra-District Mail.	7
	Applicability of Public Disclosure Laws.	
ARTICLE V	repriedonity of 1 done Disclosure Laws.	. 7
	GEMENT MEETINGS	7
	Appropriate Matters.	, 7
	Consultation with the Association.	• •
	Responsibility to Meet.	
	Predicted Workload Information.	
ARTICLE VI		. / 8
	REPRESENTATION	8
	Matters of Mutual Interest	-
	Reasonable Time to Consult.	
ARTICLE VII		. 0 8
HOURS OF WOI	DV	8
	Regular Shift	
	Workweek.	
	Rescheduled Lunch Periods.	
	School Closure.	
	Out-of-Classification Pay	
	Overtime and Call-Out	
	Safety Meetings	
	Orientation Day1 Flex Time for Modified Schedules1	
	Paraeducators	
	. Paraeducators	
Section /.11	. ттанэроттанон	. 4

Section 7.12. Custodial	.13
Section 7.13. Food Service.	.13
Section 7.14. Maintenance	.14
ARTICLE VIII	14
HOLIDAYS	14
Section 8.1. Paid Holidays for Less than Full-Time Employees.	.14
Section 8.2. Paid Holidays for Full-Time Employees	
Section 8.3. Unworked Holidays.	.14
Section 8.4. Worked Holidays.	.14
Section 8.5. Holidays during Vacation.	.15
Section 8.6. Holiday Pay	.15
ARTICLE IX	15
LEAVES	15
Section 9.1. Employee and Family Sick Leave	.15
Section 9.2. Bereavement Leave.	.16
Section 9.3. Personal Leave.	.17
Section 9.4. Shared Leave	.17
Section 9.5. Maternity Leave.	.17
Section 9.6. Paternity Leave.	.17
Section 9.7. Faith or Conscience Leave.	.18
ARTICLE X	18
LEAVE OF ABSENCE	18
Section 10.1. Extended Leave of Absence	.18
Section 10.2. Position Assignment Upon Return	.18
Section 10.3. Leave of Absence Accruals	.18
ARTICLE XI	18
VACATIONS	18
Section 11.1. Vacation Credit	
Section 11.2. Vacation Hours.	
Section 11.3. Layoff and Leave of Absence Credit.	
Section 11.4. Vacation Carry-over	
Section 11.5. Vacation Scheduling.	
Section 11.6. Scheduling Summer Vacations.	
ARTICLE XII	20
SENIORITY	20
	.20
Section 12.2. Loss of Seniority.	
Section 12.3. Seniority Retention.	
Section 12.4. Seniority Rights	
Section 12.5. Regular Seniority List.	
Section 12.6. Job Posting.	.22
Section 12.7. Trial Period in New Position	
Section 12.8. Probationary Period	
Section 12.9. Longevity.	
ARTICLE XIII PROBATIONARY PERIOD	23
Section 13.1. Probationary Term.	23
Section 13.1. Probationary Term	
ARTICLE XIV	.23
RETIREMENT	24 24
Section 14.1. Retirement Benefits	
Section 14.1. Retirement Benefits	
ARTICLE XV	. 24
INSURANCE	24 24
Section 15.1. School Employee Benefits Board (SEBB)	
Section 15.1. School Employee Benefits Board (SEBB)	
Section 15.2. Liability Coverage	
2002 1010 Chemploghent Belefis	· ·

ARTICLE XVI		25
VOCATIONAL T	RAINING	25
Section 16.1.	Training Compensation	.25
	Professional Development.	
	Paraeducator Training.	
ARTICLE XVII		26
POSITION DESC	RIPTIONS	26
Section 17.1.	Job Descriptions and Specifications	.26
	Changes to Job Descriptions and Specifications	
ARTICLE XVIII		26
ASSOCIATION M	IEMBERSHIP AND CHECKOFF	26
Section 18.1.	Association Membership	.26
Section 18.2.	Access to New Employees of the Bargaining Unit.	.26
	Checkoff	
Section 18.4.	Political Action Committee.	.27
Section 18.5.	Hold Harmless	.27
ARTICLE XIX		28
GRIEVANCE PRO	OCEDURE	28
Section 19.1.	Grievance Timeline	.28
Section 19.2.	Written Grievance Statement.	.28
Section 19.3.	Time Frame	.30
ARTICLE XX		30
DISCIPLINE & D	ISCHARGE OF EMPLOYEES	30
Section 20.1.	Progressive Discipline	.30
	Just Cause	
Section 20.3.	Notification to Non-Annual Employees	.30
ARTICLE XXI		31
SALARIES		31
Section 21.1.	Schedule A.	.31
Section 21.2.	Retroactive Pay.	.31
	Salary Step Increase.	
ARTICLE XXII	5 1	31
USE OF PERSON	AL VEHICLES / MILEAGE	31
	Use of Employee Personal Vehicle	
ARTICLE XXIII		32
SEPARABILITY	OF PROVISIONS	32
	Severability.	
	Conflicts with State or Federal Law	
	Agreement Applicability	
ARTICLE XXIV		32
	NDITIONS OF AGREEMENT	32
	Duration of Agreement.	
	Term.	
	Reopening of Agreement / Legislative Impact.	
SIGNATURE PAG		33
SCHEDULE A 20		34

1 2	DECLARATION OF PRINCIPLES
2 3 4 5	Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
- - - -	The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
	Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
	Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
	It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.
	In light of the above sections the Deer Park School District and the Public School Employees of Deer Park, an affiliate of the Public School Employees of Washington/SEIU Local 1948, are in agreement with the traditional "Mission of the Schools" and will meet in a collaborative mode to assist all parties in accomplishing that Mission.
	The management and employees covered under this contract jointly agree to actively promote safety and security in all work areas. Management will support, implement and manage safety and security programs that meet the goal of a safe and secure academic environment. Employees will participate in and adhere to said programs.
	PREAMBLE
	This Agreement is made and entered into between Deer Park School District Number 414 (hereinafter referred to as "District") and the Public School Employees of Deer Park Custodial, Transportation, Food Service, Paraeducator and Maintenance Units, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").
	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:



ARTICLE I

1 2

3 4

9

RECOGNITION AND COVERAGE OF AGREEMENT

5 Section 1.1. Association Recognition & Responsibility.

6 The District hereby recognizes the Association as the exclusive representative of all employees in the 7 bargaining unit described in Section 1.3, and the Association recognizes the responsibility of 8 representing the interests of all such employees.

10 Section 1.2. Association Exclusion.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, supervisory employees (excluding Supervisory Assistants) administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

1516 Section 1.3. Bargaining Unit.

The bargaining unit to which this Agreement is applicable is as follows: All classified employees performing work in the Transportation, Custodial and Food Service, Maintenance and all employees performing work as a Paraeducator, a Supervisory Assistant, and ECEAP Personnel which is defined as a classified employee who works in the District for the education and/or benefit of the students, except as described in Section 1.2.

22 23

34

43

Section 1.3.1. Substitutes.

Less than full-time employees in the above general job classifications are included in the bargaining unit. The term "less than full-time employees" includes but is not limited to substitute employees who are employed by the District for more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes. This agreement limits employees cited in this section to Article VII, Section 7.6, 7.8, 7.10.

- For purposes that concern only substitutes employees, a substitute seniority list will be posted with hire dates for each classification. If a substitute is working in more than one classification, a hire date will be established for each classification.
- The established seniority list will be used when filling in for regular employees on a rotation basis. When a position is open in the bargaining unit the procedure outlined in Article XII, Section 12.5 will be followed. All substitutes will be evaluated at least once a year. As new substitutes are hired in custodial and food service units paid on the job in-service will be provided to outline the duties in each site (kitchen/building custodial areas).
- Physicals for substitute drivers will be paid according to this Agreement, Article VII Section
 7.12.2.
- 44 Section 1.4. Temporary Positions.

⁴⁵ A 'temporary position' is one that is a new or an existing position that is filled for a limited period of

- time. All time worked in a temporary position will be credited for seniority should the employee
- become a regular employee in that position. Should that period of time exceed thirty (30) workdays in



1 2	with the exception of seasonal workers for Grounds and temporary needs in Transportation. As a permanent regular position, it will be posted for bid, and subject to all terms of the contract.
3	
4	Substituting for a regular employee on an approved leave (i.e., medical) does not qualify for temporary
5	status.
6	
7 8	ARTICLE II
9	
10	RIGHTS OF THE EMPLOYER
11	Soction 2.1 District Dights
12 13	<u>Section 2.1. District Rights.</u> It is agreed that customary and usual rights, powers, functions, and authority of management are vested
14	in management officials of the District. Included in these rights in accordance with applicable laws and
15	regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign
16	employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
17	against employees; and the right to release employees from duties because of lack of work or for other
18	legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
19	determining the methods, the means, and the personnel by which such operation is conducted.
20	Soction 2.2 Dessonable Dulos & Degulations
21	Section 2.2. Reasonable Rules & Regulations. The right to make reasonable rules and regulations shall be considered acknowledged functions of the
22	District. In making rules and regulations relating to personnel policies, procedures and practices, and
23	matters of working conditions, the District shall give due regard and consideration to the rights of the
24	Association and the employees and to the obligations imposed by this Agreement.
25 26	Association and the employees and to the obligations imposed by this Agreement.
26	
27	ARTICLE III
28 29	AKTICLE III
29 30	RIGHTS OF EMPLOYEES
30	KIOHIS OF EMILOTEES
32	Section 3.1. Union Participation.
33	It is agreed that all employees subject to this Agreement shall have and shall be protected in the
34	exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
35	The freedom of such employees to assist the Association shall be recognized as extending to
36	participation in the management of the Association, including presentation of the views of the
37	Association to the Board of Directors of the District or any other governmental body, group, or
38	individual. The District shall take whatever action required or refrain from such action in order to
39	assure employees that no interference, restraint, coercion, or discrimination is allowed within the
40	District to encourage or discourage membership in any employee organization.
41	
42	Section 3.2. Matters of Concern.
43	Each employee shall have the right to bring matters of personal concern to the attention of appropriate

44 Association representatives and/or appropriate officials of the District.



1 Section 3.3. Right to Representation.

- 2 Employees of the units subject to this Agreement have the right to have Association representatives or
- 3 other persons present at discussions between themselves and supervisors or other representatives of the
- 4 District as hereinafter provided.
- 5

6 Section 3.4. Evaluations.

- 7 The purpose of observations and evaluations is not only to observe the quality and quantity of the work
- 8 of the employee but shall be used to evaluate and guide the employee in the performance of the
- 9 employee's duties in a helpful manner. Employees will have the opportunity to discuss the results of
- 10 the evaluated observations with their immediate supervisor or designee.
- 11
- 12 Evaluations will be completed by May 1 of each year for all part time Custodial, Food Service,
- 13 Paraeducator, Supervisory Assistant and ECEAP personnel. Evaluations will be completed by June 1
- of each year for all Transportation personnel. Evaluations will be completed on August 1st of each
- 15 year for full time Custodial and Maintenance personnel. The administrator will solicit input from all
- staff member(s) who work more closely with the employee and will include the input, if provided. The
- employee may attach a rebuttal to the evaluation that will be included in the Personnel File. Issues
- contained in the formal evaluation which reflect substandard job performance by the employee will be
- issues that have been previously discussed with that employee by the supervisor. To allow the
- ²⁰ employee sufficient time to improve performance, it is expected that job performance concerns will be
- discussed with the employee at the earliest possible time but no later than twenty-five (25) workdays
- after the time when it first becomes a concern of the supervisor.
- 24 Section 3.5. Non-Discrimination.
- Neither the District nor the Association shall discriminate against any employee on the basis of sex,
 race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual
 orientation including gender expression or identity, marital status, the presence of any sensory, mental
 or physical disability, the use of a trained guide dog or service animal by a person with a disability, or
 any other basis prohibited by law.
- 30

31 Section 3.6. Personnel File.

- There shall be only one (1) official personnel file for each employee, which shall be kept in the District office. Each employee shall have the right to review the contents and add rebuttals to evaluations or derogatory material that has been included in the file. Derogatory material shall be included only after
- the employee has been given a copy of the material no less than five (5) days prior to the insertion of
- the material into the file. Derogatory material shall be removed from the file, upon the request of the
- employee, no later than two (2) years after the date of its insertion. Derogatory material not brought to
- the attention of the employee or copied to the employee in accordance with this Section, may not be
- ³⁹ used for any purpose adverse to the employee's interests.
- 40

41 Section 3.7. Hepatitis B Inoculation.

- 42 If the district is required to provide the Hepatitis B inoculation, and the employee opts to be inoculated
- 43 (Hepatitis B), the District shall provide any required time for the employee to go to a local physician or 44 other healthcare provider approved by the District, and the cost of the inequalitien
- other healthcare provider approved by the District, and the cost of the inoculation.



1 Section 3.8. Conduct of Union Personnel.

- 2 District personnel and Association members and staff shall at all times conduct themselves with
- dignity and respect toward the other party. In their relationships, every effort shall be made to avoid
- words and actions which may be interpreted as ridicule or disrespect.

6 Section 3.9. Transfer of Previous Experience. (RCW 28A.400.300)

7 When an employee leaves one school district within the State of Washington and commences

- 8 employment with another school district within the state, the employee shall retain the same longevity,
- 9 leave benefits and other benefits that the employee had in his/her previous position. Employees who
- transfer between districts shall not retain any seniority rights other than longevity when leaving one school district and beginning employment with another within the State of Washington. If the school
- school district and beginning employment with another within the State of Washington. If the school district to which the person transfers, has a different system for computing leave benefits and other
- benefits, the employee shall be granted the same longevity, leave benefits and other benefits as a
- person in the new district who has similar occupational status and total years of service.
- 15

16 Section 3.10. Employee's Right to Safe Work Environment.

In the event the employee is assigned to a position wherein his/her physical safety is in jeopardy, due 17 to the tendencies of a student to whom the employee is assigned, the District will take reasonable steps 18 to reduce the risk of injury. The employee has the right to refuse to continue to be placed in a 19 potentially dangerous situation until a written plan is in place to reduce the risk of injury and the 20 employee has participated in the development of the plan. The written plan will be provided to the 21 employees who are affected by that plan. If the employee does not choose to work after reasonable 22 accommodations have been made, the District is under no obligation to find other work for the 23 employee. 24

25 26

27

28 29

Section 3.10.1. Assault on an Employee.

Any case of assault upon an employee shall be promptly reported to their supervisor and if the employee deems it necessary, the appropriate law enforcement agency.

30 Section 3.10.2. Infectious Diseases.

In the event the Spokane Regional Health District (SRHD) determine employees are facing medical exclusions due to contagious disease, the district and association will meet to discuss the impact.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

38 39

34 35

36 37

40 Section 4.1. Rights & Responsibilities of the Association.

- The Association has the right and responsibility to represent the interests of all employees in the
- ⁴² bargaining 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.
- 44 45

46 Section 4.2. Notification of Possible Discipline.

The Association shall promptly be notified by the District of any disciplinary actions of any employee in the unit in accordance with the provisions of Article XII and XIX. The Association is entitled to



- have an observer at hearings conducted by any District official or body arising out of grievance and to
 make known the Association's views concerning the case.
- 2 3 4

8

9

18

19

20

21

22 23

24

25 26

27 28

29 30

31

32

33 34

Section 4.3. Right to Delegate.

The Association reserves and retains the right to delegate any right or duty contained herein, exclusive
 of compensation for services rendered to appropriate officials of the Public School Employees of
 Washington/SEIU Local 1948 organization.

Section 4.3.1. Association Release Time.

Every effort will be made by the parties to schedule meetings outside of the Chapter officers
 and/or designated representatives' regular work hours to minimize time away in which a
 hardship would be created for the building/department and/or a substitute would be required.

- The President of the Association and/or designated representatives will be provided time off without loss of pay to a maximum of twenty five (25) days per year to conduct union business. Such leave requests will be submitted to the Superintendent and shall be subject to the following:
 - 1. The Association shall reimburse the District all actual costs associated with the Association President or the Association's designated representative's release. Additionally, the Association shall reimburse the District for substitute costs if a substitute is utilized.
 - 2. Whenever possible, notification of the leave shall be submitted two (2) working weeks before the leave is to take effect.
 - 3. Use of the leave may be hourly, half-day, or whole day increments.
 - 4. The Superintendent reserves the right to deny the request.

Annually by September 15 and when changes occur, the Association shall inform the Human Resources Director of the names of all Association Officers and Designated Representatives. Additional days may be granted with the Superintendent's approval.

35 Section 4.3.2. Association State Requested Release Time.

- Release time for Deer Park PSE members requested by the Public School Employees of Washington/ SEIU Local 1948 (PSE) state organization may be granted to the employee. The released time shall be with full pay, and all costs associated with the employee's absence will be reimbursed by PSE. Requests for release time will be handled through the Human Resources Department. Use of the leave may be hourly, half-day, or whole day increments.
- 41

48

42 Section 4.4. Labor Management Meetings.

- The local Association members identified (up to five members) to participate on the
- 44 Labor/Management Committee will be released with pay from their regular shift two (2) hours per
- 45 month to attend and conduct business with the District in Labor/Management meeting and to conduct
- ⁴⁶ other association business. Staff members not scheduled to work during this time will be paid for this
- time. This release time will be in addition to any other release time found in this agreement.



1 Section 4.5. School Facilities.

2 The Association shall have the right to use school facilities at reasonable times upon prior notice to the

- 3 District, depending upon availability.
- 4

5 Section 4.6. Bulletin Boards and Intra-District Mail.

⁶ The District shall make available bulletin board space in each work area for the use of the Association.

7 The Association shall be allowed to use intra-district mail including electronic mail for the purpose of 8 communicating Association notices. Copies of all notices will be provided to the site administrator.

9

10 Section 4.7. Applicability of Public Disclosure Laws.

Nothing in this Agreement precludes the District from providing documents in accordance with public

disclosure laws. The District will notify the employee prior to the release of any requested record.

13 Employees shall have four (4) business days to notify the District if they plan to file an injunction

14 blocking the request.

15 16

16

17

18

19 20

ARTICLE V

LABOR MANAGEMENT MEETINGS

21 Section 5.1. Appropriate Matters.

It is agreed and understood that matters appropriate for consultation and negotiation between the

23 District and the Association are policies, programs, and procedures relating to or affecting general

working conditions of employees in the units subject to this Agreement, including, but not limited to

such matters as safety, training, employee-management cooperation, employee services, methods of

adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-

force practices, and hours of work. It is the intention of the Deer Park School District and the PSE of

Deer Park Paraeducators to meet and confer in collaborative bargaining sessions in order to accomplish the intent of this Article.

29 30

31 Section 5.2. Consultation with the Association.

32 It is further agreed and understood that the District will consult with the Association, and meet with the

Association upon its request, in the formulation of any changes being considered in existing benefits,

- ³⁴ policies, practices and procedures.
- 35

36 Section 5.3. Responsibility to Meet.

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

39 40

41 Section 5.4. Predicted Workload Information.

The Association will, from time to time, as appropriate, be advised of current and predicted workload information in a timely fashion.

- 44
- 45
- 46
- 46 47
- 47



1	ARTICLE VI
2 3	ASSOCIATION REPRESENTATION
4	
5 6 7 8 9 10 11 12 13 14 15 16	Section 6.1. Matters of Mutual Interest. The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. An employee is encouraged to first notify his/her supervisor or the Superintendent if he/she believes this collective bargaining agreement has been violated. However, the Association may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated that he/she does not desire to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.
17 18 19 20 21 22 23	Section 6.2. Reasonable Time to Consult. Reasonable time during working hours will be allowed for duly authorized Association representatives to attend meetings with the District. Reasonable time will also be allowed for duly authorized Association and PSE representatives to discuss with the employees' grievances and appropriate matters directly related to work situations in their area/building. Such representatives shall notify the appropriate supervisor of the reason for their presence and do not in any way interfere with the performance or duties assigned to the employees or use excess time in the handling of such matters.
24 25 26	ARTICLE VII
27 28	HOURS OF WORK
29 30 31 32 33 34	Section 7.1. Regular Shift. Each employee shall be assigned to a regular shift with designated times of beginning and ending, which shall not be changed without prior notice to the employee of one (1) calendar week. Exceptions to this assignment procedure may be made under emergency or abnormal circumstances.
35 36 37 38	ECEAP schedule will be established at the start of the school year in a meeting with the Building Supervisor, Director of Special Services (or Admin Designee), and the ECEAP Employee and will be reviewed on an as needed basis. It is understood that the hours worked over forty (40) will be paid at the overtime rate.
 39 40 41 42 43 	The District recognizes the importance of a stable environment for both students and staff and will make every effort to have beginning of the year assignments determined within thirty (30) days of the start of school.
44 45 46 47	Section 7.2. Workweek. All employees covered by this Agreement shall be assigned a workweek consisting of up to five (5) days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday. The District may assign an employee to a workweek of any five (5) consecutive days which are

followed by two (2) consecutive days of rest.



1	
2	Section 7.2.1. Lunch and Rest Breaks.
3	Employee break and lunch periods will be provided as follows:
4	· · · · · · · · · · · · · · · ·
5	Employees shall be allowed a rest period of not less than ten minutes, on the employer's time,
6	for each four hours of working time (the break must be scheduled within the first three hours of
7	the four-hour shift) per WAC 296-126-092.
8	
9	After 4 up to 5 hours
10	59 minutes worked -fifteen (15) minute break, thirty (30) minute unpaid, uninterrupted
11	lunch (duty-free)
12	
13	After 6 to 8 hours - fifteen (15) minute break in each half shift and a thirty (30) minute unpaid,
14	uninterrupted lunch (duty-free)
15	
16	All Breaks and Lunch will be job duty free, allowing the employee the time allotted for breaks
17	and lunch as required by law.
18	1 5
19	Section 7.2.2. Custodial and Food Service Shifts.
20	When a food service or custodial employee is assigned to a shift of eight (8) hours daily, such
21	shift will include a thirty (30) minute lunch period as near the midpoint of the shift as is
22	practical, and also includes two (2) fifteen (15) minute rest periods, each as near the midpoint
23	of each half shift as is practical. It is the intention of both PSE and the District that this lunch
24	will be uninterrupted, but we understand that it might not be, due to unforeseen circumstances.
25	
26	During summer break the workday will be eight and one-half hours (8 1/2 hours) and the
27	classified personnel will be allowed to take the one-half $(1/2)$ hour lunch break off site.
28	
29	Section 7.2.3. Custodial Summer Work.
30	The District reserves the right to move some personnel during the summer to assure that each
31	building is effectively cleaned.
32	
33	Section 7.3. Rescheduled Lunch Periods.
34	Employees required to work through their regular lunch periods will be given time to eat at a time
35	agreed upon by the employee and his/her supervisor. In the event the District requires an employee to
36	forego his/her lunch period and the employee works his/her entire shift including his/her lunch period,
37	he/she shall be compensated for his/her lunch period at the appropriate overtime rates.
38	Section 7.4 School Closure
39	Section 7.4. School Closure. In cases of school closure or shortened school day due to inclement weather or plant inoperation, the
40 41	employees will be notified by the District in one of several venues; radio announcement, television
41	announcement or telephone. In the event that there is a school closure or unscheduled shortened school
42	day directed by the District for which the District does not suffer a loss of funding, the Paraeducators
44	will be given an opportunity to make up for lost hours. Employees may choose to forgo hourly
45	compensation for hours not worked under this circumstance. Applicable leave as described in sections
46	9.3.(Personal Leave), 9.1.4.(Unforeseen Circumstances) or 7.7.(Compensatory Time) can be used. In
15	avtrame ages when deemed employed by the Superintendent and an empressive degure vision is

- 46 9.3.(Personal Leave), 9.1.4.(Unforeseen Circumstances) or 7.7.(Compensatory Time) can be used. I
 47 extreme cases, when deemed applicable by the Superintendent and an emergency closure waiver is
- 48 approved, emergency leave without loss of pay may be granted when severe inclement weather



conditions or other natural disasters prevent employees from reporting for scheduled work when a

2 school(s) is closed.

If a driver is not notified prior to the time he/she normally leaves for work, the employee will receive two (2) hours pay at the base rate. The employees will be notified by the District in one (1) of several venues; Deer Park website, Deer Park app, social media, television announcement. In the event that there is a school closure directed by the District for which the District does not suffer a loss of funding, employees will be given an opportunity to make up for lost hours.

9 10

Section 7.4.1. District Shut Down (Long Term).

In the event of an unusual school closure due to a pandemic, epidemic, or the like, where any government official is requiring immediate closure, the district will make every effort to notify affected employees utilizing the procedures listed in Section 7.4. The parties will communicate throughout the period the district is shut down regarding the processes and impacts to employees.

16

17 Section 7.5. Out-of-Classification Pay.

A classified employee substituting in a classification within the bargaining unit or in a non-represented position with the approval of the principal which has a higher rate of pay will be paid an additional \$1.60 per hour above the subbing employee's rate of pay for each hour worked in the higher-paid classification. Within the Custodial classification those substituting in the higher classification (i.e.,

Custodian substituting for a Head Custodian) will be paid an additional \$2.00 per hour above the subbing employee's rate of pay for each hour worked in the higher classification. The additional wage

will be paid for the duration of the assignment(s).

25 26

Section 7.6. Overtime and Call-Out.

All employees subject to this Agreement shall receive the following overtime consideration: All hours worked in excess of forty (40) hours weekly shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate. If an employee is offered compensatory time, the employee may choose compensatory time at the rate of time and a half which may be taken in accordance with the Fair Labor Standards Act.

- A. Custodians and Mechanics who work a weekend day which is not part of their regular schedule will receive one dollar and twenty-five cents (\$1.25) per hour weekend differential for each hour worked. Weekend will be defined as 12:00 a.m. on Saturday through 11.59 p.m. on Sunday, this differential is not subject to overtime. Custodians and Mechanics assigned to emergency on call weekend duty shall receive two (2) hour minimum paid time plus compensated for other time worked. In addition, all weekend on call duty time shall be compensated at one and a half (1¹/₂) time's regular pay.
- B. Employees shall receive no less than two (2) hour minimum call out at the overtime one and one-half (1¹/₂) rate of pay. School sponsored activities (i.e., dances, sports, etc.) on weekends will require the services of a custodian at the appropriate rate of pay. Employees called back to work on a holiday or vacation day will be paid two (2) times their normal rate of pay.

46 Section 7.7. Safety Meetings.

Each employee shall receive one (1) hour's pay for each safety meeting within his/her appropriate unit,



2 Section 7.8. Orientation Day.

1

3 4

8

10

19

30

31

- Employees may work the Orientation Day and will be paid their regular daily wage.
- 5 Section 7.9. Flex Time for Modified Schedules.
- On non-student days, late start days and early release days, shift times may change by mutual
 agreement between the employee and their immediate supervisor.
- 9 Section 7.10. Paraeducators.

11 Section 7.10.1. Work Year.

In 2008, the District applied for and received a waiver to the 180-day school year. Employees hired prior to October 8, 2009, were assumed to work a 180-day school year and are grandfathered as such. These grandfathered employees will be offered an opportunity to makeup days missed when an academic year has less than 180 student days. The work year for employees hired on or after October 8, 2009, is the actual number of student days in the academic calendar. Positions may be posted in programs which are less than the normal academic year.

- 20 Section 7.10.2. Collaborative Time.
- Paraeducators and ECEAP staff who work directly with certificated staff, will be provided the 21 opportunity to meet with that staff on a regularly scheduled collaboration day fifteen (15) times 22 per school year. These meetings are one-half (.5) hour in length, thus providing each qualifying 23 Paraeducator the opportunity to earn seven and one-half (7.5) hours of pay per school year at 24 their regular hourly rate. With Principal or Supervisor permission, collaborative time may be 25 used outside the regular collaboration schedule including for the purpose of meeting with the 26 certificated staff and parents and/or IEP team as appropriate, and in increments no smaller than 27 fifteen (15) minutes. This time is funded through levy collections and will be dependent upon 28 passage of the local levy. 29

Section 7.10.3. Stipends.

- The District recognizes that some positions, including assignments in designated life skill classrooms, behavior intervention classrooms, and preschool come with additional duties and should be financially recognized above the Para II pay on Schedule A. The District will identify Life Skills Designated, Behavior Intervention Designated, and Pre-School positions to receive a stipend of seven hundred fifty dollars (\$750.00) for these additional duties. Stipends will be awarded for this work and prorated based on time of the school day in the position.
- The District will provide a list to the Association of the positions that receive the stipend by October 1 of each year.
- 41 42

48

38

Section 7.10.4. Preparation/Meeting Time.

Preparation time in the amount of five and one-half (5 ¹/₂) hours will be provided to each
instructional paraeducator. Some examples of the types of things this time may be used for are:
learn/prepare new curriculum, copy reproducible materials, gather manipulatives or other
materials needed to deliver instruction to individual students or small groups of students with
whom paraeducators work directly, or participation on a building leadership team.



		Section 7105 Commence terms Times
1		Section 7.10.5. Compensatory Time.
2		When a Paraeducator is requested to work additional time beyond their regular shift, the Paraeducator may choose to accrue compensatory time rather than compensation. All
3		compensatory time must be redeemed by the end of the next pay period or mutually agreed
4		upon date by supervisor and employee.
5		upon date by supervisor and employee.
6		The use of commencetory time will be requested by the Derecebuseter to the immediate
7		The use of compensatory time will be requested by the Paraeducator to the immediate
8		supervisor. If the request is denied, the Paraeducator may choose to cash-out the time on a one-
9		for-one basis or convert the time to annual leave or sick leave.
10		A manual to make additional time haven de Dansedwarten's manular shift manhe made has the
11		A request to work additional time beyond a Paraeducator's regular shift maybe made by the
12		Paraeducator or a teacher working with an paraeducator, subject to this agreement, to an
13		Paraeducator's immediate supervisor.
14	C	
15		n 7.11. Transportation.
16		ansportation unit presents special shift problems as shifts are established in relation to routes and
17	their d	riving times.
18		A 11 $\frac{1}{1}$
19	А.	All drivers will receive one-half $(\frac{1}{2})$ hour per day for bus pre-trip cleaning and post-trip
20		inspections. Drivers will receive an additional fifteen (15) minutes for pre-trip and post-trip
21		cleaning and inspections when assigned an extra trip. Midday routes will receive fifteen (15)
22		minutes pre/post trip time.
23	п	
24	В.	Route time shall reflect average time in both good and inclement weather.
25	C	Minimum time for montes or tring shall be true (2) hours. On these montes requiring one (1) hours
26	C.	Minimum time for routes or trips shall be two (2) hours. On those routes requiring one (1) hour
27		or less driving time (including one-half $[\frac{1}{2}]$ hour per day pre/post trip) the transportation
28		supervisor may assign driver related tasks to complete the two (2) hour minimum. Subject tasks
29		will be continuous with the routes and hours to be worked will not accumulate beyond each
30		workday.
31	Л	
32	D.	It is recognized that route changes may occur during the year effecting base salaries.
33	Б	If 4 and 4 is the (20) with the second
34	E.	If there are thirty (30) minutes or less between driving assignments, the base hourly rate will
35		continue uninterrupted.
36	г	
37	F.	The Transportation Supervisor, dispatcher, or mechanics may drive in emergencies when no
38		driver is available.
39	C	
40	G.	Summer School routes will be bid by continuous regular drivers only.
41		
42		Section 7.11.1. Extra Trips.
43		Trips of an extended nature will be paid at the rate of Two hundred twenty-five (\$225.00)
44		dollars per day. Meals will be reimbursed according to the District policy, and by the area in
45		which the trip is taken. Receipts must accompany the claim for reimbursement. The District
46		will pay for separate lodging.
47		



1	Section 7.11.2. Physicals.
2	Physicals will be paid in full at a location determined by the District. The District will pay the
3	driver three (3) hours at the base hourly rate.
4	
5	Section 7.11.3. Transportation Substitutes.
6	The top six (6) transportation substitutes will be listed on a rotation basis for substitute runs. If
7	there is a need for more substitutes, then the remainder of the substitutes will be called
8	according to seniority. Extended trips will be paid according to Section 7.4.1, "D". Lodging
9	will be pre-arranged and paid by the District.
10	
11	Substitutes will be paid at the substitute rate per Schedule A. When hired full-time, employees
12	will start at step one (1) on the salary schedule unless they have applicable school bus driving
13	experience.
14	
15	Section 7.12. Custodial.
16	Section 7.12.1 School Lunch
17	Section 7.12.1. School Lunch.
18	Day Custodial employees shall receive a school lunch at District expense.
19	Section 7.12.2 Custodian Substitutes
20	Substitutes for regular custodians will be called from available substitutes by seniority on a
21 22	rotating basis. Substitutes for the daytime custodial positions will be filled by a night custodian,
22	preferably from the same building. If the Assistant Mechanic subs for the Head Mechanic, the
23 24	Assistant Mechanic will be paid at the Head Mechanic rate after subbing for five (5) days or
24 25	more.
23 26	more.
20 27	Section 7.12.3. Clothing Allowance.
27	The District will provide employees of the Custodian Department, and Mechanics in the
29	Transportation department, a clothing allowance in the amount of two hundred fifty dollars
30	(\$250.00) per year to be paid out in monthly increments.
31	
32	Section 7.13. Food Service.
33	
34	Section 7.13.1. School Lunch.
35	Food Service employees shall receive a school lunch at District expense.
36	
37	Section 7.13.2. Food Service Substitutes.
38	Substitutes will be called to fill in for regular food service employees by seniority on a rotating
39	basis. Substitution of head cooks will be filled by the First Assistant Cook (five [5] hours or
40	more) in that building. In the absence of a First Assistant Cook (five [5] hours or more) in that
41	building, the position will be filled by First Assistant Cooks from other buildings by seniority.
42	Substitutes will be hired for no less than the duration of the regular shift of the employee they
43	are replacing if a substitute is available for the regular shift and will be paid the cook rate of
44	pay at the subbing employee's year of service on Schedule A. When subbing for the Head
45	Cook, anything over five (5) days will be offered to the highest seniority Assistant Cook.
46	
47	
48	



Section 7.14.1. Cell Phone	
	employees of the Maintenance Department a stipend in the a 00) per month for cell phone usage.
of twenty-five donars (\$25.0	(0) per month for cen phone usage.
Section 7.14.2. Clothing A	llowance
	employees of the Maintenance Department a clothing allowa
	follars (\$500.00) per year to be paid out in monthly increment
the amount of five hundred (to hars (\$300.00) per year to be paid out in monting incremen
	ARTICLE VIII
	HOLIDAYS
ction 8.1. Paid Holidays for Les	
l less than twelve (12) month emp	ployees shall receive the following paid holidays:
1. New Year's Day	6. Veterans Day
2. Martin Luther King Day	
3. Presidents' Day	8. Day after Thanksgiving
4. Memorial Day	9. Christmas Day
5. Labor Day	
ction 8.2. Paid Holidays for Ful	Time Employees
	nall receive the following paid holidays:
r twerve (12) month employees si	ian receive the following paid holidays.
1. New Year's Day	7. Veterans Day
2. Martin Luther King Day	
3. Presidents' Day	9. Day after Thanksgiving
4. Memorial Day	10. Christmas Day
5. Independence Day	11. Day after Christmas
6. Labor Day	12. Juneteenth
5	
ction 8.3. Unworked Holidays.	
	y equal to their normal work shift at their base rate in effect a

holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An
exception to this requirement will occur if employee can furnish proof satisfactory to the District that
because of illness he/she was unable to work on either of such shifts, and his/her absence previous to

such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

43

44 Section 8.4. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them

for the holiday, plus twice their base rate for all hours worked on such holidays, unless the employee
 starts to work at 10:00 p.m. or thereafter on that date.



Section 8.4.1. Work that becomes available on a holiday or on weekends shall be offered to the most senior qualified employee in the building. If the work is refused by all of the qualified building employees, the work shall be offered to qualified members in the classification, on a seniority basis.

7 Section 8.5. Holidays during Vacation.

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

11 Section 8.6. Holiday Pay.

1

2

3

4

5 6

10

15 16

17 18

19 20

Eligible employees shall receive pay equal to their normal work shift at their rate in effect at the time the holiday occurs. Employees working less than one-hundred and eighty (180) days will receive holiday pay prorated based on the number of hours worked as a percentage of 1,440 hours.

ARTICLE IX

LEAVES

21 Section 9.1. Employee and Family Sick Leave.

Each employee shall accrue up to twelve (12) days of sick leave per school year, prorated per FTE. For 22 the purposes of determining allocation, a full-time equivalency shall be defined as 1440 hours of work. 23 Sick leave shall be vested when earned and may be accumulated to the maximum amounts permitted 24 by statute. The District shall project the number of annual days of sick leave at the beginning of the 25 school year according to the estimated hours the employee is to work during that year. The employee 26 shall be entitled to the projected number of hours of sick leave at the beginning of the school year. Sick 27 leave benefits shall be paid on the basis of regular hourly rate applicable to the employee's normal 28 daily work shift. Provided, however, that should an employee's normal daily work shift increase or 29 decrease subsequent to an accumulation of hours of sick leave, sick leave benefits will be paid in 30 accordance with the employee's normal daily work shift at the time the sick leave is taken, and the 31 accumulated benefits will be expended on an hourly rather than a daily basis. Absences for doctor or 32 dentist appointments shall be credited as sick leave. The District may require a doctor's verification for 33 proof of illness or injury if the employee is absent more than five (5) consecutive workdays. The 34 employer's requirements for verification may not result in an unreasonable burden or expense on the 35 employee and may not exceed privacy or verification requirements otherwise established by law. 36 (RCW.49.46.210.) 37

38 39

Section 9.1.1. Sick Leave for Family Members.

The employee may use sick leave to care for family members who are ill at home or are in need of medical service. Family is defined for purposes of this section as spouse, legal registered state domestic partner, child, parent or parent surrogate, grandparent, grandchild and those of corresponding relationship with the spouse or legal registered state domestic partner and anyone living in the employee's household. The employee's supervisor may authorize use of this policy for other than immediate family members.



Use of sick leave for family members of an extended period of time in excess of ten (10) workdays will be considered on an individual basis and approved by the Superintendent. All sick leaves will be deducted from sick leave.

Section 9.1.2. Washington State PFML.

Employees shall be eligible to receive Paid Family and Medical Leave as per the Washington State Family and Medical Leave and Insurance Act. Employees must have worked a minimum of 820 hours during the qualifying period in order to be eligible for this leave.

Section 9.1.3. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of sixty (60) days (480 hours) of 11 leave for illness or injury is accrued, and each January thereafter, any eligible employee may 12 exercise an option to receive remuneration for unused leave for illness or injury accumulated in 13 the previous year at a rate equal to one (1) day's (8 hours) monetary compensation of the 14 employee for each four (4) full days (32 hours) of accrued leave for illness or injury in excess 15 of sixty (60) days. Leave for illness or injury for which compensation has been received shall 16 be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) 17 day's monetary compensation. 18

- 20 Section 9.1.4. Sick Leave Cash-out.
- At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full day's accrued leave for illness or injury.

26 <u>Section 9.1.5. Emergency Leave.</u>

Time to attend to unforeseen circumstances requiring time away from work will be allowed and deducted from sick leave, provided, that the use of sick leave for this purpose shall be limited to a maximum of two (2) days in the employee's work year. If additional time is necessary, a request may be made to the superintendent. Use of sick leave for this purpose will be dependent upon principal approval to ensure adequate coverage.

33 Section 9.2. Bereavement Leave.

The District shall allow for each staff member a maximum of ten (10) days leave upon the death of the immediate family (defined as spouse, sibling(s), children, grandchildren, parents, parents-in-law, and grandparents. The length of the absence is to be agreed upon by the employee and building administrator or supervisor. Under extenuating circumstances of multiple deaths in one year, the leave may be extended beyond the ten (10) day limit with the authorization of the Superintendent. Additional leave beyond the ten (10) day limit will be requested in writing prior to the extension.

40

1

2

3 4

5

6

7

8 9

10

19

25

32

A maximum of five (5) days leave shall be allowed upon the death of a son-in-law, daughter-in-law,
 brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. The deaths of more than one family

member resulting from a common occurrence shall be treated as a single death with respect to the

length of the leave granted. Additional leave may be granted by the Superintendent and will be

⁴⁵ requested in writing prior to the extension.

- 46 47
- Bereavement leave is non-cumulative and is not chargeable to sick leave.



1 Section 9.3. Personal Leave.

- 2 Each classified employee shall earn three (3) days of personal leave per year. Such leave is not
- ³ cumulative and shall not be deducted from sick leave. Subject leave should be requested from the
- 4 immediate supervisor at least four (4) days in advance except in emergency circumstances. personal
- ⁵ leave is not to be taken during the first two (2) weeks of the school year without the Superintendent's
- 6 permission. Two (2) days of personal leave may be carried over from one year to the next. In no case 7 shall the employee have more than five (5) days of personal leave evailable in any school year. If an
- shall the employee have more than five (5) days of personal leave available in any school year. If an employee uses 6 or fewer sick days in a school year, an additional personal day will be added to their
- 9 allocation for the following school year.
- 10

¹¹ Up to one (1) day of available personal leave, based on an average weekly workday, may be converted ¹² in hourly increments to sick leave (1 for 1).

13 14

Section 9.4. Shared Leave.

Shared sick leave will be administered according to applicable Washington state law and administrative code. (RCW 41.04.665 - WAC 392-126-004)

Leave sharing is allowed between employee groups within the District.

1920 Section 9.5. Maternity Leave.

- 21 <u>Section 9.5.1. Notification.</u>
- An employee shall notify the Director of Human Resources, in writing, the expected date of
 birth of the child at least four (4) months before that date.
- 25 <u>Section 9.5.2. Request for Leave of Absence.</u>
- An employee, upon request, shall be granted a leave of absence from her position, without pay, after all other applicable leave has been exhausted, prior to the birth of the child; the exact date to be determined between the employee, on the advice of her physician, and the District.

30 31 Section 9.5.3. Return to Work.

- An employee may return to work from a maternity leave at any time after the birth of the child, provided she has a release from her physician; the exact date to be determined between the employee and the District.
 - Section 9.5.4. Maternity Provisions.
- Section 9.5.4. Maternity Provisions.
 The provisions of the Agreement relative to personal illness or injury will apply to pregnancy,
 except: (1) accumulated sick leave may be used for only that period the employee is unable to
 work due to her pregnancy; (2) to be eligible for sick leave, the employee's attending physician
 must certify that her pregnancy prevents her from working for a specified time; and (3) sick
 leave shall be based on the length of time certified by the physician, not the entire time of the
 maternity leave.

44 Section 9.6. Birth / Adoption Leave.

A non-birth parent employee, upon request, may be granted up to three (3) days leave, on or about the
 date of the birth/adoption of the child. Such leave shall be deducted from that accumulated pursuant to
 Section 9.1.1. (Sick Leave for Family Members).

48

43



1	Section 9.7. Faith or Conscience Leave.
2	Each employee covered by this Agreement is entitled to unpaid leave each year as allowed by law for a
3	reason of faith or conscience or an organized activity conducted under the auspices of a religious
4	denomination, church, or religious organization unless such leave will pose an undue hardship to the
5	District. The parties agree to incorporate the definition of undue hardship as set forth in the WAC that
6	will be promulgated by OFM.
7	
8	
9	ARTICLE X
10	
11	LEAVE OF ABSENCE
12	
12	Section 10.1. Extended Leave of Absence.
13	Upon recommendation of the immediate supervisor through administrative channels to the
14	Superintendent, and upon approval of the Board of Directors, an employee, if ill, may be granted an
16	extended leave of absence for a period not to exceed two (2) years. Other leave may be granted
10	according to Board Policy 5409. When a leave is granted, the employee will be provided a letter
17	detailing the duration of the leave.
18	detailing the duration of the leave.
20	Section 10.2. Position Assignment Upon Return.
20	The returning employee will be assigned to the position occupied before the leave of absence, or if the
21	position has been eliminated in the District to a comparable position. As in Section 11.5.1. (Reduction
22	of Workforce/Layoff) a position is comparable if it is the same or fewer hours (within thirty [30]
	minutes per day or two and one-half (2-1/2) hours per week). Except that positions that negatively
24	affect benefit status are not considered comparable.
25 26	aneer benefit status are not considered comparable.
20 27	Section 10.3. Leave of Absence Accruals.
	The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
28	of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is
29	on leave of absence. If such leave is approved for extended illness or injury, including industrial
30	accident or industrial illness, seniority shall accrue to a maximum of two (2) additional years.
31	accident of industrial niness, semonty shall accide to a maximum of two (2) additional years.
32	
33	ARTICLE XI
34	ARTICLE AI
35	VACATIONS
36	VACATIONS
37	Section 11.1. Vacation Credit.
38	All employees contracted to work for a full fifty-two (52) week term shall be granted vacation credit
39	
40	on the following basis:
41	Service Time with District Vacation Time
42	1-5 Years 2 Weeks
43	
44	
45	After 10 Years 4 Weeks
46	



Section 11.2. Vacation Hours. 1

- All hours for which an employee is in a pay status including paid leave, will be counted as hours 2
- worked in the computation of vacation credit, and hours worked at premium rates shall be counted as 3 straight-time hours in this Section. 4

5 6

10

14

Section 11.2.1. Vacation Eligibility.

- An employee becomes eligible to use his/her vacation credit after reaching his/her first 7 anniversary after the most recent date of hire or upon approval of the Superintendent or the 8
- Superintendent's designee. 9

Section 11.3. Layoff and Leave of Absence Credit. 11

Time on layoff and time on authorized leave of absence will be counted as continuous service for the 12 purpose of establishing and retaining eligibility dates. 13

Section 11.4. Vacation Carry-over. 15

- Any vacation days currently due but unused by the new accrual date each year may be carried over for 16
- one (1) year following the accrual date with the approval of the immediate supervisor and 17
- administration. No vacation may be carried over for more than one (1) year beyond the date on which 18
- it became due. No employee shall be denied accrued vacation benefits due to District employment 19
- needs. A written response to vacation requests shall be provided to the employee no later than five (5) 20
- days after the date of submission to the immediate supervisor. 21

22

Section 11.5. Vacation Scheduling. 23

- Vacation time shall be scheduled at the time requested by eligible employees; provided, however, that 24 the appropriate supervisor shall have the right to schedule vacations in such manner as will in his/her 25 discretion not interfere with the orderly and efficient operation of the plant. If an employee's scheduled 26 leave is cancelled due to the eminent needs of the District, the employee shall have the option of 27
- cashing out the amount of the scheduled leave or carrying it over to the next year. 28
- 29

Section 11.6. Scheduling Summer Vacations. 30

- Summer vacation request will be submitted by April 1 of each school year. Vacations will be 31 scheduled according to Article XII, Section 12.5. Requests submitted after April 1 will be scheduled on 32 a first-come-first-served basis without regard to seniority. The employees will be notified no later than 33 April 15 of the vacation schedule for the summer. 34
- 35

In addition, custodians assigned to the Clayton and Administration buildings will be allowed to take 36

vacation during the two (2) weeks after the close of school and the two (2) weeks before the new 37 school year begins.

- 38
- 39
- 40
- 41 42
- 43
- 44
- 45
- 46
- 47
- 48



	ARTICLE XII
1 2	ARTICLE AII
3	SENIORITY
4	
5	Section 12.1. Definition – Hire Date.
6	The seniority of an employee in the bargaining unit shall be established as of the date on which he/she
7	was hired by the District (hereinafter "hire date") unless such seniority shall be lost as hereinafter
8	provided.
9	
10	Section 12.2. Loss of Seniority. The seniority rights of an employee shall be lost for the following reasons:
11 12	The semonty rights of an employee shan be lost for the following reasons.
12	A. Resignation.
13	B. Discharge for just cause.
15	C. Retirement.
16	
17	Section 12.3. Seniority Retention.
18	Seniority rights shall not be lost for the following reasons, without limitation:
19	
20	A. Time lost by reason of industrial accident, industrial illness, or jury duty, except as may be
21	modified in this agreement.
22	B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
23 24	States.
25	Suites.
26	C. Time spent on other authorized leaves of absence.
27	
28	Section 12.4. Seniority Rights.
29	Seniority rights shall be effective within the general job classification. As used in this Agreement,
30	general job classifications are those set forth in Article I, Section 1.3.
31	Section 125 Deculou Sectionity List
32	<u>Section 12.5. Regular Seniority List.</u> The employee with the earliest seniority hire date shall have preferential rights regarding shift selection
33 34	and special services including preplanned overtime, with the exception of the custodial classification
35	which is offered by worksite, then classification. Vacation requests will be on a first come basis. The
36	employee with the earliest seniority date shall have preferential rights regarding promotions (if
37	determined to be qualified for the assignment/position by the District), assignments to new or open
38	jobs or positions and layoffs. When changes are necessary, the supervisor will meet with those who
39	may be affected before making the changes.
40	
41	If the District determines that seniority rights should not govern because a junior employee possesses
42	ability and/or performance more appropriate to the position than a senior employee(s), the District
43	shall set forth in writing within ten (10) workdays of its hiring decision(s), its reasons why the senior
44	employee(s) have been bypassed. The document shall be sent to the senior employee(s) and the
45 46	Chapter President.
46 47	Due to budgetary consideration, the District reserves the right to post and fill positions that may not be
4/	combined with other positions

48 combined with other positions.



Reassignment is defined as movement within a building where a para educator's base hourly rate is 2 maintained and average hours per day are within 30 minutes. 3

The district reserves the right to reassign employees. In the event an employee is reassigned or denied 5 a reassignment, the principal or program manager will meet with the employee at their request and 6 discuss the rationale.

8 Section 12.5.1. Reduction of Workforce/Layoff. 9 In the event of a necessary reduction of staff, the employees covered under this Agreement will 10 be reduced on the basis of seniority, and the following will apply: 11 12 1. Notice will be posted to allow staff to volunteer for reduction or layoff. 13 14 2. In the event of a layoff, if a senior employee is in a position that will be eliminated or 15 has been bumped from their position by a more senior employee, they will be 16 considered "displaced". 17 18 3. The displaced employee must move to an open comparable position for which they are 19 qualified, if one exists. A position is comparable if it is the same or fewer hours (within 20 thirty (30) minutes per day or two and one-half (2 ¹/₂) hours per week), except that open 21 positions that negatively affect benefit status are not considered comparable. 22 23 4. If the employee chooses to move to a less comparable open position, the hours of the 24 new position will become their new base. 25 26 5. If there are no comparable open positions, the employee may exercise his/her seniority 27 rights by bumping the least senior employee in a comparable position for which they are 28 qualified. If the employee chooses to bump into a less comparable position, the hours of 29 the new position become their base. 30 31 6. If by reason of seniority, there are no remaining positions for which they are eligible, 32 the employee will be place on layoff status. 33 34 Employees who are on lay-off will have first choice by seniority, of available positions after 35 such positions have been posted for consideration by the still-employed bargaining unit 36 members. Laid off employees shall remain on the recall list for two (2) years from the date of 37 layoff. 38 39 Section 12.5.1.1. Recall from Lay-Off. 40 It is a priority to provide employment opportunities for employees on the layoff list. 41 42 After first being offered to still-employed bargaining unit members who desire a 43 transfer, remaining positions are offered to laid-off employees by order of seniority 44 provided the laid-off employee, has provided the District with a current mailing address 45 and telephone number or contact. Employees in layoff status, who cannot be reached 46 via telephone, will receive notification of open positions via certified letter and will 47 have five (5) workdays to respond. 48

1

4



1	
1	An employee on layoff status who rejects an offer of reemployment or fails to respond,
2	provided that such employee is offered a position substantially equal (within thirty [30]
3	
4	minutes per day or two and one-half $(2\frac{1}{2})$ hours per week) to the position held at the
5	time of layoff, shall be considered to have voluntarily resigned and shall forfeit
6	seniority and all other accrued benefits.
7	
8	Once an employee on the layoff list accepts a position, it becomes their new condition
9	of employment with no further link to their previously held position or to the layoff list.
10	However, employees on the layoff list may accept substitute opportunities and remain
11	on the layoff list.
12	
13	Positions that are posted and are not accepted by employees on the layoff list, may be
14	offered as substitute opportunities to employees on the layoff list before being posted
15	for outside applicants or for consideration of current employees desiring an increase in
16	hours (when possible).
17	
18	Section 12.5.2. Seniority Lists.
19	The District shall provide current seniority lists by November 1 of the school year. Where
20	employees have been hired on the same day, seniority will be determined by casting lots. The
21	District and Union will be mutually responsible for conducting this procedure.
22	
23	Section 12.6. Job Posting.
24	The District shall post notice of the availability of new or open positions within five (5) working days
25	of the official action authorizing such positions. Said positions shall be filled within twenty (20)
26	working days after the posting is completed, provided the position is bid and is to be filled by a current
27	employee.
28	
29	If a substitute that has been filling the vacant position during the above timeframe is hired for the
30	vacant position, he/she shall be paid the appropriate rate retroactively to the first day of employment in
31	that position.
32	
33	In no case shall a position be filled by a substitute for more than two (2) calendar months.
34	
35	Section 12.6.1. Special Requirements on Posting.
36	Positions shall be posted with all necessary qualifications listed in the posting.
37	
38	Section 12.6.2. Summer Positions.
39	Bargaining unit work that is available in the summer months shall be posted on the District's
40	website.
41	
42	<u>Section 12.6.3. Position Time Increase.</u>
43	Positions may be increased by up to sixty (60) minutes per day without posting in accordance mith S setting 11 ().
44	with Section 11.6. No more than sixty (60) minutes of unposted time may be added to an
45	individual's day per year.
46	



Section 12.7. Trial Period in New Position. 1 In the event an employee changes positions/classification within the bargaining unit, the employee 2 may, at the discretion of either the District or employee, have the option to return to their former 3 position within twenty (20) workdays. The employee's vacated position will remain on temporary 4 status and be available to the employee for this period of time. 5 6 The immediate supervisor may inquire as to the employee's satisfaction with the new position within 7 twenty (20) workdays. At this time, the employee may waive the right to return to the former position. 8 9 Section 12.8. Probationary Period. 10 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working 11 days following the most recent date of hire. During this probationary period the District may discharge 12 the employee. An employee who has been terminated during this probationary period shall not have 13 recourse through the grievance procedure. 14 15 Section 12.8.1. Seniority Rights Effective. 16 At the end of the probationary period, the employee will be subject to all rights and duties 17 contained in this Agreement retroactive to his/her hire date. 18 19 Section 12.9. Longevity. 20 Employees changing from one classification to another as listed on Schedule A shall retain their 21 longevity steps on Schedule A, except for ECEAP F.S.C., ECEAP Lead Teacher, COTA, OIA, and 22 ELL. Employees changing to ECEAP FSC, ECEAP Lead Teacher, COTA, OIA, and ELL positions 23 shall be granted years of experience in the new position on Schedule A. Employees in the 24 Transportation, Custodial, Maintenance and Food Service classifications shall retain their years of 25 service with the district, but when changing from one classification to another on Schedule A will 26 acquire a new seniority date in the new classification at step one of the Schedule A for that 27 classification. 28 29 30 **ARTICLE XIII** 31 32 **PROBATIONARY PERIOD** 33 34 Section 13.1. Probationary Term. 35 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working 36 days following the most recent date of hire. During this probationary period the District may discharge 37 the employee. An employee who has been terminated during this probationary period shall not have 38 recourse through the grievance procedure. 39 40 Section 13.2. Rights to Agreement. 41 At the end of the probationary period, the employee will be subject to all rights and duties contained in 42 this Agreement retroactive to his/her hire date. 43 44 45 46

- 47
- 48



1	ARTICLE XIV
2 3	RETIREMENT
3 4	KET IKENTEN I
5	Section 14.1. Retirement Benefits.
6	In determining whether an employee subject to this Agreement is eligible for participation in a
7	Washington State Public Employees Retirement System (PERS or SERS), the District shall report all
8	hours compensated, whether straight time, overtime, or otherwise.
9	Section 14.2 Detinement Dichurgement
10 11	Section 14.2. Retirement Disbursement. On receipt of a written authorization by an employee, the District shall make the requisite withholding
11	adjustments and deductions from the employee's salary and, if applicable, direct the County Auditor to
12	make appropriate disbursements to the plan in like manner with other deductions authorized by this
14	Agreement.
15	
16	
17	ARTICLE XV
18	
19	INSURANCE
20	Section 15.1. School Employee Benefits Board (SEBB).
21 22	Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance
22	plans, follow employee eligibility rules, and provide funding for all eligible bargaining unit members
24	and their dependents as required by state law, the State Operating Budget, and the School Employees
25	Benefits Board (SEBB). The employer agrees to follow SEBB eligibility rules for employees who are
26	anticipated to work 630 hours or more per school year.
27	
28	Section 15.2. Liability Coverage.
29	The District shall provide liability coverage for all employees, for acts taken during the course of their
30	employment, subject to this Agreement.
31	Section 15.3. Unemployment Benefits.
32 33	Subject to pending and future legislation, the District shall make whatever contributions mandated by
34	the Washington State Legislature toward the Washington State Unemployment Compensation Fund, or
35	other Unemployment funds, such as the ESD 101 Unemployment Compensation Pool, requisite to
36	providing unemployment benefits for all employees subject to this Agreement.
37	
38	
39	
40	
41	
42	
43	
44 45	
45 46	
40 47	
48	



 Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, sipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attain	1	ARTICLE XVI
Section 16.1. Training Compensation. Employees required by the School District to attend workshops that will be of mutual benefit to both the employee and School District will receive their regular wage while attending the workshops/ training, unless these workshops are required as a precondition to employment with the District. Each employee shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator certification. The following procedure will be used when applying for tuition form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first eome, first serve b		
 Section 16.1. Training Compensation. Employees required by the School District to attend workshops that will be of mutual benefit to both the employee and School District will receive their regular wage while attending the workshops/ training, unless these workshops are required as a precondition to employment with the District. Each employee shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, stipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paracducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator Certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250		VOCATIONAL TRAINING
 Employees required by the School District to attend workshops that will be of mutual benefit to both the employee and School District will receive their regular wage while attending the workshops/ training, unless these workshops are required as a precondition to employment with the District. Each employee shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, stipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of cight thousand dollars (\$8,000.00). The District will growide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paractucator Tuition Reimbursement. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. b. An lifetime h		Section 16.1 Training Componention
 the employee and School District will receive their regular wage while attending the workshops/ training, unless these workshops are required as a precondition to employment with the District. Each employee shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, stipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first surve basis. To be cligible for the reimbursement, a copy of the receipt along with a copy of the certifica		
 training, unless these workshops are required as a precondition to employment with the District. Each employee shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, stipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be cligible for the reimbursement; a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Applica		
 Each employee shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, stipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out		
 Each employce shall be compensated at the employee's hourly rate for any courses and/or training required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, sitpends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. <		training, unless these workshops are required as a precondition to employment with the District.
required as a condition of employment if training occurs after being employed. Section 16.2. Professional Development. The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out		Each employee shall be compensated at the employee's hourly rate for any courses and/or training
212 Section 16.2. Professional Development. 113 The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, signeds while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter 12 Executive Board for approval. 13 Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). 14 The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. 14 Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. 16 Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. 17 b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. 17 b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the re	11	
 The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. 	12	
 The District will set aside a pool of five thousand dollars (\$5,000.00) to be used for conference tuition, substitutes while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. 	13	Section 16.2. Professional Development.
 substitutes while attending training, stipends while attending training, and other educational training agreed to by the Association and the District. Requests for funds will be submitted to the chapter Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. 	14	
 Executive Board for approval. Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. 	15	
 Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. <u>Section 16.2.1. Paraeducator Tuition Reimbursement.</u> Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. 	16	agreed to by the Association and the District. Requests for funds will be submitted to the chapter
 Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years or to a maximum of eight thousand dollars (\$8,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 	17	Executive Board for approval.
or to a maximum of eight thousand dollars (\$\$,000.00). The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training.	18	
 The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. 	19	Unused funds of five hundred dollars (\$500.00) or more may be carried over for up to three (3) years
 The District will provide a report, which will account for the Professional Development Fund used and unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. 	20	or to a maximum of eight thousand dollars (\$8,000.00).
 unused amounts upon request. Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 	21	
 Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 	22	
Section 16.2.1. Paraeducator Tuition Reimbursement. Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. Paraeducator Certifications. In the following procedure will be used when applying for tuition reimbursement: Interview Paraeducator certification, the staff Development Application form (form attached) In the completed and submitted to the Chapter Professional Development Committee In the Deer Park Chapter Executive Board for approval. In the paraeducator of the receipt along with a copy of the certificate attained need In the best attached to the Staff Development Application for approval. In the Deer Park Chapter Executive Board for approval. In the reimbursement, a copy of the receipt along with a copy of the certificate attained need In the staff Development Application for approval. In the staff Development Application for approval. <thin application="" approval.<="" development="" for="" staff="" th="" the=""></thin>	23	unused amounts upon request.
 Tuition reimbursement is available to all Paraeducators who wish to advance their knowledge in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. 	24	
 in the Paraeducator classification to receive the General, Subject Matter, or Advanced Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 	25	
 Paraeducator Certifications. The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds.	26	
 The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		
 The following procedure will be used when applying for tuition reimbursement: a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		Paraeducator Certifications.
 a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		The following an address will be used when emplying for thitigh neighborsen out
 a. Once the clock hours have been completed and the certificate attained for the Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		The following procedure will be used when applying for fution reinbursement.
 Paraeducator certification, the Staff Development Application form (form attached) shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		a Once the clock hours have been completed and the certificate attained for the
 shall be completed and submitted to the Chapter Professional Development Committee or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		1
 or the Deer Park Chapter Executive Board for approval. b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		
 b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 		
 b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. <u>Section 16.3. Paraeducator Training.</u> 		of the Beer Furk Chapter Executive Board for approval.
 member is available on a first come, first serve basis. To be eligible for the reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. <u>Section 16.3. Paraeducator Training.</u> 	37	b. A lifetime maximum up to and no more than two hundred fifty dollars (\$250.00) per
 reimbursement, a copy of the receipt along with a copy of the certificate attained need to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 	38	
 to be attached to the Staff Development Application for approval. No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the Professional Development Training funds. Section 16.3. Paraeducator Training. 	39	
 ⁴¹ ⁴² No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the ⁴³ Professional Development Training funds. ⁴⁴ ⁴⁵ Section 16.3. Paraeducator Training. 	40	
 43 Professional Development Training funds. 44 45 <u>Section 16.3. Paraeducator Training.</u> 	41	
 43 Professional Development Training funds. 44 45 <u>Section 16.3. Paraeducator Training.</u> 	42	No more than fifteen hundred dollars (\$1,500.00) maximum per year may be utilized out of the
45 Section 16.3. Paraeducator Training.	43	
	44	
	45	Section 16.3. Paraeducator Training. The District and employees agree to follow all Perceducator training requirements as mondated by the

The District and employees agree to follow all Paraeducator training requirements as mandated by the
 Professional Educator Standards Board (PESB) and the State Legislature.



1 2	ARTICLE XVII
3 4	POSITION DESCRIPTIONS
5 6 7 8	Section 17.1. Job Descriptions and Specifications. The District will provide the Association with job descriptions as well as job specifications for all positions covered by this Agreement.
9 10 11 12 13	Section 17.2. Changes to Job Descriptions and Specifications. The District will provide the Association with such amendments, changes, and additions to job descriptions and job specifications as they occur from time to time.
14 15	ARTICLE XVIII
16	
17	ASSOCIATION MEMBERSHIP AND CHECKOFF
18	
19	Section 18.1. Association Membership.
20	The parties recognize that each employee has the right to become a member of the Association and the
21	District will not discriminate, restrain, retaliate, coerce or interfere against any employee in that
22	process. Each employee subject to this Agreement may choose to become an Association member in
23	good standing by paying monthly dues. The Association shall be the custodian of record in terms of
24	employee Association Membership.
 25 26 27 28 29 30 31 32 33 34 35 	Section 18.2. Access to New Employees of the Bargaining Unit. 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 one week ninety days of the employee' 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 to by the District and PSE, as per RCW 41.56.037. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.
36 37 38	For the Transportation department, "reasonable access" for the purposes of this section means the access to the new employee occurs at a mutually agreed upon time before or after routes.
 38 39 40 41 42 43 44 45 	The Employer shall provide the following information for each employee in the bargaining unit provided the Employer has the information in the employer's records: employee's name and date of hire; employee contact information, including: cellular, home, and work telephone numbers, work and the most up-to-date personal email addresses, home address or personal mailing address, employment information, including the employee's job title, salary or rate of pay, and work site location or duty station.
46	The employer must provide the information to <u>membership@pseofwa.org</u> in an editable, digital file

format within twenty-one (21) business days from the date of hire for a newly hired employee through



- the New Hire Portal, and every one hundred twenty (120) business days for all employees in the
- 2 bargaining unit through the upload process agreed upon with WSIPC.
- The district will notify the chapter president of all new hires within ten (10) working days of hire date.

5 6 Section 18.3. Checkoff.

7 An employee's written, electronic, or recorded voice authorization to have the employer deduct

8 membership dues from the employee's salary must be made by the employee to Public School

9 Employees of Washington (PSE). If the employer receives a request for authorization of deductions,

the employer shall as soon as practicable forward the request to Public School Employees ofWashington (PSE).

12

¹³ Upon receiving notice of the employee's authorization from Public School Employees of Washington ¹⁴ (PSE) the employer shall deduct from the employee's salary membership dues and remit the amounts ¹⁵ to Public School Employees of Washington (PSE), by the first Monday following payroll.

15 16

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for

payroll deductions must be in writing and submitted by the employee to Public School Employees of

20 Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will

not be accepted by the employer if the authorization is not obtained by the employee to Public School

22 Employees of Washington (PSE). After the employer receives confirmation from the exclusive

bargaining representative that the employee has revoked authorization for deductions, the employer

shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the

authorization and revocation of deductions.

27

28 Section 18.4. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 17.5. of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office, about the right to revoke the request.

36 Section 18.5. Hold Harmless.

The Association agrees to defend, indemnify, and hold the District harmless against any claims, suits, orders or judgments brought or issued against the District as a result of actions taken by the District's implementation of the provisions of this Article that pertain to "Association Membership and Checkoff".

41

The District agrees that the Association shall be authorized to defend such suit through an attorney of the Association's choosing; provided, however, that in the event the District chooses to be represented solely by its own counsel, the District agrees that the Association will be discharged from any liability hereunder. The District agrees to cooperate with the Association in defending any suit which may be brought against it as a result of this hold harmless agreement.



1		ARTICLE XIX
2		
3		GRIEVANCE PROCEDURE
4	G (•	
5		<u>n 19.1. Grievance Timeline.</u> e of either party to conform to the time limits herein set forth will resolve the grievance based on
6 7		t answer provided (in the case of default by the grievant) or the relief last requested (in the case
8		ault by the District).
9	or dere	
10	The gr	ievant shall initiate the grievance within twenty (20) workdays of the date the grievant was
11	aware	of the alleged violation. Any grievance not initiated within this limit shall be null and void, and
12	-	t to no further action. Any grievance may be initiated by either a verbal or written request for the
13	meetin	g in Grievance process Step 1.
14	G (*	
15		n 19.2. Written Grievance Statement. g each step where a grievance is reduced to writing, the written statement shall clearly specify:
16 17	During	geach step where a grievance is reduced to writing, the written statement shall clearly specify.
18	1.	The specific sections of the Agreement allegedly violated and the manner in which the
19		Agreement has been violated.
20		
21	2.	How and when the alleged violation occurred.
22	-	
23	3.	The results of the previous step(s), if appropriate, and why the results were unsatisfactory.
24 25	4.	The name of the grievant(s), and the proposed remedy being sought for the resolution of the
25 26	т.	grievance.
20		
28		Section 19.2.1. Grievance Steps.
29		
30		Step 1: Informal Discussion.
31		The grievant(s) shall discuss the grievance first with the site administrator and/or immediate
32		supervisor. Every effort shall be made to resolve the grievance at this level in an informal
33		manner.
34 35		Step 2: Written Grievance to Supervisor.
36		In the event the grievant(s) is not satisfied with the disposition of the grievance through the
37		informal discussion, it shall be reduced to writing and within five (5) workdays of the end of
38		the informal discussion shall be presented to the site administrator, or immediate supervisor.
39		
40		The site administrator or immediate supervisor shall, within five (5) workdays, provide the
41		grievant(s) with a written response to the grievance.
42		
43		Step 3: Written Grievance to Superintendent.
44		In the event that the grievant(s) is not satisfied with the disposition of his/her grievance at Step
45 46		2, and the Association believes the grievance to be valid, he/she shall submit the grievance, in written form, to the Superintendent within twenty (20) workdays from the date of receipt of the
40 47		response from Step 2.
48		repare nom out z.



The Superintendent shall, within ten (10) workdays of receipt of the request, meet with the grievant, and if requested, a representative of the grievant's choice, in an effort to arrive at an equitable solution.

If the grievance is resolved at this step, the Superintendent shall provide the grievant(s) with a written disposition of the grievance within five (5) workdays after this meeting.

Step 4: Mediation.

1

2

3 4

5

6 7

8

9

10

11 12

13

14

15

16

17

18 19

23

26

27

29

30

In the event that the grievant(s) is not satisfied with the disposition of the grievance at step 3, the District and the Association may agree to submit a grievance to mediation in accordance with the following:

If the grievant is not satisfied with the disposition of the grievance at Step 3 of the grievance procedure, or if no written decision has been received from the District within the time limits prescribed in Step 3, the Association must notify the District in writing within five (5) workdays of the conclusion of Step 3 of the grievant's desire to refer the grievance to mediation. The District shall respond to the Association whether or not it agrees to the mediation of the grievance no later than five (5) workdays of the request.

Within five (5) workdays following the agreement of the District and the Association to 20 mediate the grievance, both parties shall agree upon and notify the appropriate mediation 21 association and schedule a mediation conference at the earliest possible date. 22

The mediator shall determine the process and procedures to be followed during the mediation 24 conference. 25

Failure to agree does not limit a resolution to be sought through other legal means, including binding arbitration. 28

Step 5. Binding Arbitration.

Grievances not resolved in the preceding step may, within twenty (20) workdays, be submitted 31 to binding arbitration. The parties shall meet and confer within twenty (20) workdays to select 32 an arbitrator. If a selection cannot be mutually agreed to, the Public Employment Relations 33 Commission (PERC) will be requested to submit a list of five (5) names from which the parties 34 will select an arbitrator. The first side to strike a name shall be determined by a coin toss. The 35 striking of names shall continue in an alternate fashion until one (1) name remains. This named 36 individual shall function as the arbitrator. The actual arbitration process shall be as determined 37 by the arbitrator. 38

39 The arbitrator shall conduct a hearing promptly and provide his/her findings of fact, reasoning 40 and conclusions on the issues submitted, including his/her basis of law, if any. The arbitrator 41 will be without power or authority to make any decision which goes beyond the terms and 42 conditions of this Agreement or requires the commission of an act prohibited by law. The 43 decision of the arbitrator will be submitted to the Board and the Association and will be final 44 and binding upon all parties. 45

46

47

48

Expenses for the arbitrator's services, including per diem expenses, if any, his/her travel and subsistence expenses and the cost of any hearing room shall be borne equally by the District



	and the Association. Each party shall be responsible for compensating its own representatives
	or witnesses. If either party desires a verbatim record of the proceedings, it may cause such a
	record to be made at its own expense (copies of such a record may be available to the other side at the cost of copying).
	at the cost of copying).
Section	19.3. Time Frame.
	the frames found in the Grievance Procedure may be extended by mutual agreement.
	ARTICLE XX
	DISCIPLINE & DISCHARGE OF EMPLOYEES
Section	20.1. Progressive Discipline.
	lisciplining an employee, the following progressive discipline model will apply:
1)	Verbal Notice of Concern
	Oral Warning - written record to supervisor's file only
3)	Letter of Warning - sent to employee's personnel file. A Written Plan for Improvement will be
	included, if deemed appropriate by supervisor or requested by employee.
	Letter of Reprimand
	Suspension
6)	Termination
Steps in	this model may be skipped depending on the severity of the infraction.
1	
The Di	strict may discharge any employee subject to this Agreement for justifiable cause.
~ .	
	<u>120.2. Just Cause.</u>
	ue of justifiable cause shall be resolved in accordance with the Grievance Procedure of this
Agreen	ient.
Section	20.3. Notification to Non-Annual Employees.
	ction is intended to be applicable to those employees whose duties necessarily imply less than
	(12) months' work per year.
	(12) montais work per year.
	Section 20.3.1. Written Notification.
	Should the District decide to discharge any non-annual employee, the employee shall be so
	notified in writing prior to the expiration of the school year.
	Section 20.3.2. Discharge Outside of School Year.
	Nothing contained herein shall be construed to prevent the District from discharging an
	employee for acts of misconduct occurring after the expiration of the school year.
	- · · · ·



1	ARTICLE XXI
2	ARTICLE AAI
3	SALARIES
4	
5	
6	Section 21.1. Schedule A.
7	Salaries contained in Schedule A shall be subject to renegotiation for each school year upon the mutual
8 9	agreement. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
9 10	including overtime, shall be retroactive to the effective date.
10	This agreement shall be reopened as necessary to consider the impact of any legislation enacted which
12	occurs following execution of this agreement. Either party may demand the contract be reopened
13	when legislation enacted affects the terms and conditions herein or creates authority to alter practices
14	in public employment.
15	
16	Section 21.2. Retroactive Pay.
17	Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
18	Agreement or, in the case of retroactive pay resulting from negotiations pursuant to Section 24.3, on
19	the first regular payday following agreement on such schedule.
20	Section 21.3. Salary Step Increase.
21 22	Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
22	this Agreement. Employees who are hired after March 1 of the school year shall remain on the first
23 24	step of the salary schedule until they have worked one (1) year at which time they will be eligible for a
24	step increase on the next September 1st. In the case of a twelve (12) month employee, he/she shall be
26	eligible for a step increase on September 1st if the employee has been a regular employee for at least
27	six (6) months.
28	
29	
30	ARTICLE XXII
31	
32	USE OF PERSONAL VEHICLES / MILEAGE
33	
34	Section 22.1. Use of Employee Personal Vehicle.
35	Employees shall utilize their personal vehicles in performance of official District business only upon
36	specific written authorization by the District, except that prior verbal authorization by the District may
37	be given in emergency situations. This authorization shall present documentation as to actual usage of
38	personal vehicles in a form and manner approved by the District. Upon approval, the cost per mile
39	reimbursement shall be that amount established by the Board of Directors for all school employees or
40	the IRS rate whichever is greater.
41	
42	
43	
44	
45 46	
46 47	
- +/	



1	ARTICLE XXIII
2	
3	SEPARABILITY OF PROVISIONS
4	
5	Section 23.1. Severability.
6	If any provision of this Agreement or the application of any such provision is held invalid, the
7	remainder of this Agreement shall not be affected thereby.
8	e ,
9	Section 23.2. Conflicts with State or Federal Law.
10	Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with
11	state or federal statutes or regulations promulgated pursuant thereto.
12	
13	Section 23.3. Agreement Applicability.
14	In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
15	such provisions shall be renegotiated pursuant to Section 24.3.
16	
17	
18	ARTICLE XXIV
19	
20	TERMS AND CONDITIONS OF AGREEMENT
21	
22	Section 24.1. Duration of Agreement.
23	The term of this Agreement shall be September 1, 2024 to August 31, 2027.
24	
25	Section 24.2. Term.
26	All provisions of this Agreement shall be applicable to the entire term of this Agreement
27	notwithstanding its execution date except as provided in the following section.
28	
29	Section 24.3. Reopening of Agreement / Legislative Impact.
30	This Agreement may be reopened and modified at any time during its term upon mutual consent of the
31	parties in writing. This Agreement shall be reopened as necessary to consider the impact of any
32	legislation enacted following execution of this Agreement which may arguably affect the terms and
33	conditions herein or create authority to alter personnel practices in public employment.
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	



1			
2			
3			
4			
5			
6			
7			
8			
9			
10		SIGNATU	JRE PAGE
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22	PUBLIC SCHOOL EMPLOYEES OF		
23	WASHINGTON / SEIU LOCAL 1948		
24			
25	DEER PARK CHAPTER		DEER PARK SCHOOL DISTRICT #414
26			
27			
28	BY: <u>/e-signed by Beth Feser/</u>		BY: <u>/e-signed by Alexa Allman/</u>
29	Beth Feser, Chapter President		Dr. Alexa Allman, Superintendent
30			
31	DATE: <u>April 4, 2025</u>		DATE: <u>April 2, 2025</u>
32			
33			
34	BY: <u>/e-signed by Paula Wiltse/</u>		
35	Paula Wiltse, Chapter President		
36			
37	DATE: <u>April 4, 2025</u>		
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			



SCHEDULE A 2024 - 2025

DEER PARK SCHOOL DISTRICT NO. 414 SALARY SCHEDULE FOR 2024-25

PSE

	<u>Step 1</u>	Step 2	<u>Step 3</u>	<u>Step 4</u>	<u>Step 6</u>	<u>Step 8</u>	<u>Step 15</u>	<u>Step 20</u>
MAINTENANCE								
Maintenance General	\$29.50	\$30.08	\$30.91	\$31.34	\$31.81	\$32.55	\$32.86	\$33.14
Maintenance Technical w/Certification	\$33.54	\$34.19	\$35.13	\$35.61	\$36.11	\$36.90	\$37.24	\$37.48
Maintenance Groundskeeper	\$22.69	\$23.25	\$23.80	\$24.38	\$24.99	\$25.62	\$25.96	\$26.29
Maintenance Asst. Grounds	\$19.30	\$19.85	\$20.42	\$20.99	\$21.59	\$22.25	\$22.58	\$22.91
Maintenance Sub (Skilled)	\$19.51							

	<u>Year 1</u>	<u>Year 2</u>	Year 3	<u>Year 6</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
CUSTODIANS				L	L	L		1
Head Custodian	\$21.99	\$22.69	\$23.38	\$24.08	\$24.78	\$25.48	\$26.18	\$26.87
Custodian	\$20.12	\$20.81	\$21.51	\$22.21	\$22.91	\$23.60	\$24.30	\$25.00
Substitute	\$20.12							
FOOD SERVICE								
Cook	\$18.59	\$19.28	\$19.98	\$20.68	\$21.38	\$22.08	\$22.77	\$23.47
Assistant Cook	\$17.28	\$17.98	\$18.68	\$19.38	\$20.08	\$20.77	\$21.47	\$22.17
Substitute	\$17.28							
TRANSPORTATION								
Bus Driver	\$21.85	\$22.55	\$23.24	\$23.94	\$24.64	\$25.34	\$26.04	\$26.73
Substitute	\$21.85							
Mechanic	\$26.96	\$27.66	\$28.36	\$29.05	\$29.75	\$30.45	\$31.15	\$31.85
Assistant Mechanic	\$25.04	\$25.74	\$26.44	\$27.14	\$27.83	\$28.53	\$29.23	\$29.93

2024 - 2027 Collective Bargaining Agreement Deer Park PSE / Deer Park School District #414



September 1, 2024 Page 34 of 34

SCHEDULE A 2024-2025 (continued)

DEER PARK SCHOOL DISTRICT NO. 414 SALARY SCHEDULE FOR 2024-25

PSE

			PSE							
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 10</u>	<u>Year 15</u>	<u>Year 20</u>	<u>Year 25</u>
PARAEDUCATORS										
Supervisory Assistants hired before 7/1/2019	\$17.25	\$17.79	\$18.60	\$19.06	\$19.54	\$19.96	\$20.37	\$20.82	\$21.24	\$21.61
Supervisory Assistants	Min. Wage									
Paraeducator (SpEd, Behavior, Instruction)	\$17.93	\$18.47	\$19.29	\$19.75	\$20.23	\$20.69	\$21.08	\$21.56	\$21.98	\$22.35
(NCLB/Certification Required)										
OIA, ELL	\$22.80	\$23.66	\$24.30	\$24.91	\$25.58	\$26.76	\$27.16	\$27.79	\$28.20	\$28.58
(NCLB/Certification Required)										
СОТА	\$27.20	\$28.05	\$28.71	\$29.21	\$29.46	\$30.02	\$30.50	\$31.36	\$32.92	\$33.26
ECEAP										
Family Service Specialist	\$22.80	\$23.66	\$24.30	\$24.91	\$25.58	\$26.76	\$27.16	\$27.79	\$28.20	\$28.58
(NCLB/Certification Required)										
Classified Lead Teacher	\$22.80	\$23.66	\$24.30	\$24.91	\$25.58	\$26.76	\$27.16	\$27.79	\$28.20	\$28.58
(NCLB/Certification Required)										
Classified Associate Teacher	\$18.14	\$18.60	\$20.02	\$20.47	\$20.96	\$21.41	\$21.82	\$22.30	\$22.71	\$23.07
(NCLB/Certification Required)										
Yr. 2 (2025-2026) – 3% or IPD, whichever is greater										
Yr. 3 (2026-2027) – 3% or IPD, whichever is greater in the second sec	eater									



1	MEMORANDUM OF UNDERSTANDING	
2 3 4 5 6 7 8	BETWEEN THE PUBLIC SCHOOL EMPLOYEE	SETS FORTH THE FOLLOWING AGREEMENT S OF WASHINGTON / SEIU LOCAL 1948, DEER DISTRICT #414 PURSUANT TO ARTICLE XXIV, 'E BARGAINING AGREEMENT.
9 10	The parties agree to the following:	
10 11 12 13 14 15 16 17	Employees of the Deer Park Maintenance Department hired before 9/1/2024 shall be grandfathered at the vacation accrual rate they would have received under Board Policy #5411 in the 2024-2025 year. This static accrual rate will be maintained for the term of the current Collective Bargaining Agreement unless the employee changes assignments or the accrual under the 2024-2027 Collective Bargaining Agreement would yield more annual vacation for the individual employee.	
 18 19 20 21 22 23 24 		
25 26 27 28 29 30	This Memorandum of Understanding is non-preced shall be attached to the current Collective Bargainin	U 1
31 32 33	PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948	
34 35 36	DEER PARK CHAPTER	DEER PARK SCHOOL DISTRICT #414
37 38 39	BY: <u>/e-signed by Beth Feser/</u> Beth Feser, Chapter President	BY: <u>/e-signed by Alexa Allman/</u> Dr. Alexa Allman, Superintendent
40 41	DATE: <u>April 4, 2025</u>	DATE: <u>April 2, 2025</u>
42 43 44	BY: <u>/e-signed by Paula Wiltse/</u> Paula Wiltse, Chapter President	
45 46 47	DATE: <u>April 4, 2025</u>	
48		

