

COLLECTIVE BARGAINING AGREEMENT BETWEEN

NEWPORT SCHOOL DISTRICT #56-415

AND

PUBLIC SCHOOL EMPLOYEES OF NEWPORT

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

P. O. Box 798

Auburn, Washington 98071-0798

1-866-820-5652

www.pseclassified.org

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DECLARATION OF PRINCIPLES

Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, RCW 41.56, this constitutes an agreement between the Newport School District Number 56-415, the School Board, and the Public School Employees of Newport, an affiliate of the Public School Employees of Washington/SEIU Local 1948.

The parties agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions; promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the District.

P R E A M B L E

This Agreement is made and entered into between Newport School District Number 56-415 (hereinafter "District") and Public School Employees of Newport, 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:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition Clause.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Bargaining Unit Defined.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Custodial, Maintenance, Food Service, Secretarial, Administrative Secretary, Registered Nurse, Summer Manual Labor/Grounds Workers, Computer Technician, Librarian, and all Paraeducators.

A Paraeducator is a person who performs tasks to assist teachers and programs in the supervisory, educational, and physical needs of special-needs students and students in general.

District Office Administrative, Secretarial and Clerical personnel, all District Supervisors, Directors, Coordinators, and Administrative Staff are excluded from the bargaining unit.

1 **Section 1.2.1. Job Descriptions.**

2 The District will provide employees with current job descriptions upon employment and shall
3 provide the Association with copies of said job descriptions for all employees' subject to this
4 Agreement. These job descriptions will describe the minimum qualifications as set by
5 representatives of the District with notification to the Association. The job descriptions will
6 also name the employee's immediate supervisor by position.
7

8 **Section 1.2.2. Administrative Secretary.**

9 There shall be a minimum of one Administrative Secretary per school building within the
10 District.
11

12 **Section 1.3. Substitute Employees.**

13 A substitute is one who fills in for an employee on an as needed basis. Substitutes do not receive District
14 paid benefits; however, substitutes who work twenty (20) consecutive days or thirty (30) intermittent days
15 during the academic year shall be included in the bargaining unit, limited to the following provisions of
16 the Collective Bargaining Agreement: Article I, Section 7.1.3 (Breaks), Section 10.8 (Job Posting),
17 Schedule A, required Affordable Care Act (ACA) regulations and sick leave per RCW 49.46.210.
18

19 **Section 1.3.1. Regular Employee Substitutes.**

20 If a current, regular employee (not on layoff) substitutes in the same category as that which they
21 are employed, the employee will be paid the regular rate of pay for all hours worked. A regular
22 employee may substitute only if they are available during the hours a substitute is needed and the
23 hours do not conflict with their regular work schedule.
24

25 **Section 1.3.2. Custodial Substitutes.**

26 Regular custodial employees will be allowed to sub in an open position within their classification
27 when the open position offers them more hours than their regular position and subject to the ability
28 of the District to fill their temporarily vacated position with a qualified, trained substitute. An open
29 position is the result of a regular employee having an approved absence of three (3) days or more
30 or a vacant position awaiting the hiring process Reference 7.1.6.
31

32 **Section 1.4. Temporary Employees.**

33 A "temporary position" is one that is a new or existing position that is filled for a limited time period
34 of thirty (30) workdays or less. Temporary employees fill in for employees who are on a leave of
35 absence or fill in for a position created due to a short-term staffing need. A position shall not be filled
36 on a temporary basis for more than thirty (30) workdays before opening and posting the position as
37 provided in Section 10.8. Temporary employees shall be included in the bargaining unit and entitled to
38 the following provisions of the Collective Bargaining Agreement: Section(s) 7.1.3. (Breaks), Section
39 10.8 (Job Posting), Schedule A, required ACA regulations and sick leave per RCW 49.46.210.
40

41 If a regular employee bids on and is granted a temporary position, he/she shall fill the position for the
42 duration of the leave. The employee will be allowed to return to his/her regular position at the
43 conclusion of the temporary vacancy. This employee shall retain all rights under the terms of the
44 Collective Bargaining Agreement. The position vacated by the regular employee may be filled by a
45 substitute hired from outside the bargaining unit. Short-term layoff shall not be used to circumvent this
46 provision.
47
48

1 **Section 1.5. Long Term Temporary Employees.**

2 A "long term temporary employee" is one that is a new or existing position that is filled for thirty-one
3 (31) or more workdays. All long-term temporary positions are posted as provided in Section 10.8
4 unless an extension is agreed upon by the Association and District.

5
6 All long-term temporary employees shall be included into the bargaining unit and are entitled to all
7 provisions of this contract, subject to Section(s) 10.2. Long term temporary employees are not eligible
8 for insurance pooling if position is filled after October 1st.

9
10 If a regular employee bids on and is granted a long-term temporary position, he/she shall fill the
11 position for the duration of the leave. The employee will be allowed to return to his/her regular
12 position at the conclusion of the long-term temporary vacancy. This employee shall retain all rights
13 under the terms of the Collective Bargaining Agreement. The position vacated by the regular employee
14 may be filled by a substitute hired from outside the bargaining unit as provided in Section 10.8. Short-
15 term layoff shall not be used to circumvent this provision.

16
17 Long term temporary employees employed for thirty-one (31) or more workdays will be given in-
18 District bidding rights for positions that are opened during the current and upcoming school year.
19 The seniority date of a long-term temporary employee that has bid on and has been hired into a
20 permanent position will start on the date he/she began continuous daily employment in the permanent
21 position as per Article 10.1. In the event of a tie, regular tie breaking rules will apply, pursuant to
22 Section 10.1.1.

23
24 **Section 1.6. Agreement Conflict.**

25 If there is a conflict between this Agreement and any resolution, rule, policy, or regulation of the
26 District, the terms of this Agreement shall prevail.

27
28
29
30 **ARTICLE II**

31
32 **DISTRICT RIGHTS**

33
34 **Section 2.1. District Rights.**

35 Management officials retain the right to:

- 36
37 A. Direct employees covered by this Agreement.
- 38
39 B. Hire, promote, demote, assign, and retain employees of the unit and to suspend or discharge
40 employees for justifiable cause.
- 41
42 C. Relieve employees from duty because of lack of work or other legitimate reasons.
- 43
44 D. Determine the method, number, and kinds of personnel by which operations undertaken by
45 employees in the units are to be conducted.
- 46
47 E. Discuss with the Association personnel matters that are of concern to employees within the
48 unit.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1. Right to Join and Assist.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual.

Section 3.2. Non-Discrimination Agreement.

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

Section 3.3. Personnel File.

There shall be only one official personnel file for each employee, to be kept in the District office. Each employee reserves the right to see all material placed in his/her personnel file and to review the entire file on request, provided the request is made in writing to the District personnel office during regular working hours. During said review an official or representative of the Union may be present, and the employee may initial and make one (1) photocopy of any material in the file.

Section 3.3.1. Removal from Personnel File.

Each employee shall be provided a copy of all the materials placed into his/her personnel file within five (5) days of its inclusion. At that time the employee shall date and initial material. All unfounded charges and related documents will be destroyed within thirty (30) calendar days. Derogatory material not brought to the attention of the employee in compliance with this section, or not placed in the official personnel file, may not be used for any purpose adverse to the employee's interests. All derogatory material contained in the file shall be removed no later than two (2) years after its placement in the file, upon request of the employee, with the exception of those required to remain cited in RCW 28A.400.301. Such documents may, at the discretion of the District, be removed to the office of the District's legal counsel. The employee shall have the right to respond, in writing, to any materials in the file and have such response become part of the file.

Section 3.4. Medical File.

In order for the District to comply with the Americans with Disabilities Act (ADA), the District shall maintain a medical information file for each classified employee of the District that will be kept separate from the personnel file. This file will contain such sensitive information as immunization history, health related cards, leave sharing information, and information on medical history, and medical releases, etc. This medical information file will insure confidentiality of sensitive information regarding the employee in the event of a Federal or State audit.

1 **Section 3.4.1. Immunizations.**

2 The District may request proof of immunizations from its employees. Once immunization
3 records have been provided to the District, such records shall be maintained in the employee's
4 personnel file. No specific vaccine shall be required as a condition of employment unless
5 ordered by the Washington State Department of Health. Employees without required
6 vaccinations may only be excluded from the work site if so, ordered by the Washington State
7 Department of Health.
8

9 **Section 3.5. Annual Supervisor Evaluation Process.**

10 The employee's supervisor or his/her designee shall evaluate each employee's performance annually.
11 Performance evaluations shall accurately reflect the employee's actual duty performance on the
12 attached form (Appendix C-I). Evaluations will be completed no later than June 1 of the year in which
13 the evaluation takes place. The employee shall sign the evaluation form. The signature of the employee
14 does not, however, imply that the employee agrees with the contents of the evaluation. Employees may
15 attach comments as desired. Comments shall be received in the District office within ten (10)
16 workdays after receipt of the evaluation, unless mutually agreed to extend the time period.
17

18 **Section 3.5.1. Performance Remediation Process.**

19 If an employee is not performing satisfactorily according to the job description, the supervisor
20 and program administrator will complete a Performance Remediation Form (see Appendix B)
21 with the employee. The employee must participate in the process. Identified areas in need of
22 improvement must have been brought to the attention of the employee previous to the
23 implementation of this process. The District will provide a plan for improvement and the
24 necessary help to give the employee an opportunity to improve. The Performance Remediation
25 process will be reviewed by the supervisor, program administrator and the employee according
26 to the remediation timelines. An employee in the remediation process is prohibited from
27 changing positions if the areas in conflict appear on the job description of the new position. An
28 employee who has successfully remedied performance deficiencies within the probationary
29 period will have no adverse effects from having gone through remediation. If progress is not
30 satisfactorily made, Section 11.1 may apply. Nothing in this section prevents the District from
31 directly disciplining or discharging an employee for justifiable cause without the
32 implementation of this process. The employee may request Association representation during
33 this process.
34

35 **Section 3.6. Employees Assisting with Student Diabetic Needs.**

36 Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2)
37 (a, b) shall be provided the training and right of refusal as described in the respective code.
38

39 **Section 3.7. Employees Assisting with Student Catheterization Needs.**

40 Employees assigned duties for a student requiring catheterization under the parameters of RCW
41 28A.210.280 shall be provided the training and right of refusal as described in the respective code.
42

43 **Section 3.8. Employee Weingarten Rights.**

44 Employees subject to this Agreement have the right to have Union representatives or other persons present
45 at discussions between themselves and supervisors or other District representatives.
46
47

1 **Section 3.9. Employees Assisting with Student Epinephrine Injection Needs.**

2 Effective July 28, 2013, unlicensed employees asked to use epinephrine autoinjectors under the
3 parameters of RCW 28A.210.383 shall be provided the training and right of refusal as described in the
4 respective code.

5
6 **Section 3.10. Employees Assisting with Student Medication and Nursing Service Needs.**

7 Effective July 1, 2014, under the parameters of RCW 28A.210, unlicensed employees asked to
8 administer medications or performing nursing services not previously recognized in law shall be
9 provided the training and right of refusal as described in the respective code.

10
11 **Section 3.11. Workplace Safety.**

12 Health and Safety protocols will be clearly communicated and provided in writing to all employees at
13 each site. Each worksite will have a Safety committee with representation from each bargaining unit.
14 Meetings will be conducted on work time and count as hours worked.

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18 **ARTICLE IV**

19
20 **RIGHTS OF THE ASSOCIATION**

21
22 **Section 4.1. Rights and Responsibilities.**

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

27
28 **Section 4.2. Right to Access District Premises.**

29 Representatives of the Association, upon making their presence known to the District, shall have
30 access to the District premises during business hours. No conferences or meetings between the
31 employees and Association representative will in any way hamper or obstruct the normal flow of work.

32
33 **Section 4.3. Association Leave.**

34 The President of the Association or his/her/their designated representative shall be provided time off
35 without loss of pay to a maximum of three (3) days each, not to exceed a total of six (6) days per year
36 to attend regional or state meetings when the purpose of those meetings are in the best interest of the
37 District as determined by the District administration. These days shall require approval of the
38 Superintendent. Meetings which are solely for Association business will be granted without pay for a
39 period not to exceed three (3) days.

40
41 **Section 4.4. Release Time for PSE State Business.**

42 Any bargaining unit member who holds a state elected position in the Association or is being requested
43 by Public School Employees of Washington/Local 1948 (PSE) State organization shall be permitted to
44 utilize intermittent release time when such time is paid in full by PSE. Request for release time will be
45 handled through the Superintendent.

1 **Section 4.5. Bulletin Boards.**

2 The District shall provide space in each school for the installation of a bulletin board provided by the
3 Association. The Association shall have the right to post notices of activities and matters of
4 Association concern on these bulletin boards. The bulletins posted by the Association are the
5 responsibility of the officials of the Association. There shall be no distribution or posting of
6 information, pamphlets, or advertisements for or against federal, state, or local political matters on
7 District property.

8
9 The Association shall have the right to use District mail service and staff mailboxes for
10 communication. A courtesy copy will be given to the District Office at the time of general distribution.

11
12 The Association shall have the right to use District facilities and equipment when such equipment or
13 facilities are not otherwise in use. The Association shall pay for the reasonable cost of all materials and
14 supplies incident to such use.

15
16 District facilities, mail service, equipment, and bulletin boards may be used for meetings and to
17 transact official business, except if the business relates to issues defined as work stoppage.

18
19 **Section 4.6. Report on Substitutes, Temporary, & Long Term Temporary Employees.**

20 The names, work assignments, cumulative days worked by substitutes and temporaries shall be
21 provided to the local Association upon request.

22
23 **Section 4.7. Grievance Notification.**

24 The Association shall be promptly notified by the District, of grievances brought by an employee. The
25 Association is entitled to have an observer at hearings conducted by any District official or body arising
26 out of any grievance and to make known the Union's views concerning the case.

27
28 **Section 4.8. Grievance Investigation.**

29 The President of the Association and designated representatives will use time outside of the workday
30 to discuss with the employee grievances and appropriate matters directly related to work situations in
31 their area. If time is needed during work hours for these types of activities, the Association will request
32 approval from Administration.

33
34 **Section 4.9. Negotiations & Grievance Hearings.**

35 Association Representatives, along with designated Grievant/s and Witnesses, shall not suffer any loss
36 of pay when mutually schedule to participate in negotiations or grievance hearings during established
37 work hours. The employer and union are committed to collaborating in good faith to ensure the
38 scheduling of these events prioritizes the needs and preferences of all involved individuals. The
39 employer will minimize scheduling time outside of the workday for these events unless such time is
40 not feasible.

41
42 **Section 4.10. Delegation of Authority.**

43 The Chapter and members reserve and retain the right to delegate any right or duty contained herein to the
44 professional staff of the Public School Employees of Washington/SEIU Local 1948.

1 **Section 4.11. Employee Lists.**

2
3 **Section 4.11.1. Member List.**

4 The Employer will provide PSE a monthly bargaining unit list transmitted electronically to
5 membership@pseofwa.org, and chapter Membership Officer (or whomever is responsible for
6 membership). Included will be those who are hired, rehired, reinstated, transferred into or out
7 of the bargaining unit, reclassified, promoted, downgraded, placed on leaves of absence of any
8 type (including retirement), and those added or deleted from the bargaining unit. All should
9 contain each bargaining unit employee's: name; employee number; classification; job title;
10 work location; personal phone number; address; work and personal e-mail address; hourly rate
11 of pay; hours worked; FTE, SEBB eligibility, gross pay; union dues paid; and language
12 preference.

13
14 **Section 4.11.2. Seniority List.**

15 An electronic version of the PSE Seniority List with all PSE represented employee names, hire
16 dates, job classifications, job titles and locations of work shall be provided no later than
17 November 1 to the President and Membership Officers of the Association, and the PSE Field
18 Representative. This list will be provided upon request thereafter.

19
20 **Section 4.11.3. Personnel Updates (Board Reports).**

21 Personnel updates (Board reports) listing bargaining unit employees who are hired, rehired,
22 placed on leaves of absence of any type, separated (including retirement) will be reported
23 electronically to Public School Employees of Washington/SEIU Local 1948 State Organization
24 membership department. This report will include each listed bargaining unit employee's name,
25 job title, work location, and personnel action.

26
27 **Section 4.11.4. Dues Remittance List.**

28 The District shall provide the Public School Employees of Washington/SEIU Local 1948 with
29 a list of current employees for the purpose of remittance as reflected in Section 18.6.

30
31 **Section 4.12. New Hire Notification.**

32 The employer will provide membership@pseofwa.org and the PSE Chapter President or their Designee
33 electronic notification of the name, address, personal phone number, classification, job title, work
34 location and work and personal email address of all newly hired bargaining unit employees within at
35 least three (3) workdays before they begin their first day on the job. The employer must exceed or meet
36 the requirements of RCW 41.56.035 and RCW 41.56.037.

37
38 **Section 4.13. New Employee Orientation (NEO).**

39 The Employer will provide PSE at least five (5) days' notice before any scheduled New Employee
40 Orientation, and within forty-eight (48) hours in advance of the orientation will provide an electronic
41 list of expected participants.

42
43 The Employer will provide PSE no less than thirty (30) minutes to make a presentation at the
44 beginning of each New Employee Orientation. Employer representatives shall not be present during
45 PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at
46 the Orientation. If the meeting is conducted virtually, the Employer will provide PSE with a current
47 personal email and phone number to reach each new hire, consistent with the New Hire Notification
48 section above.

Any employee who misses their scheduled orientation will be notified and required to attend a make-up attendance date. The makeup attendance date shall be scheduled within ten (10) calendar days of the initial missed orientation, such notification will be provided to the Association. An Association Representative, including, but not limited to, officers, stewards, and members, shall conduct the sessions covered under this agreement.

Section 4.14. Access to New Employees of the Bargaining Unit.

The District will provide PSE reasonable access to new employees of the bargaining unit for the purpose 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 of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours without loss of compensation at the employee's regular worksite, or at a location mutually agreed to by the District and PSE.

The Association shall describe to each new employee his/her rights under the Public Employees Collective Bargaining Act of 1967 and subsequent amendments thereto and shall provide such employee with a hard copy of this Agreement or a link to access it online.

Section 4.15. School Calendar.

The District agrees to meet and confer with the Association regarding the calendar, as required by Washington State law, in conjunction with all District employee groups. The Association will also have one (1) vote on the committee. Changes required during the year due to weather conditions and/or other emergency-type problems will be made by the District. The Association, in conjunction with all District employee groups, will be consulted before days are designated to make up missed time due to "school closure."

Section 4.16. 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 and the Union prior to the release of any requested record. Employees shall have four (4) business days to notify the District if they plan to file an injunction blocking the request.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 5.1. Mandatory Subjects of Bargaining.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are items relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2. Right of Notification.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

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ARTICLE VI

LABOR / MANAGEMENT MEETINGS

Section 6.1. Labor/Management Meetings.

It is agreed that the parties may confer at least quarterly relative to matters of mutual concern. More frequent meetings may occur if mutually agreeable.

Each of the parties will delegate four (4) representatives to participate in such meetings; however, additional representatives may attend at the request of either side provided that no more than seven (7) persons shall represent either side, unless mutually agreed otherwise.

Meetings shall be conducted during regular business hours of the District. Minutes may be taken and an agenda prepared in advance of each meeting. If minutes are taken, they will be shared with the other party.

These meetings shall not be construed as negotiating sessions and shall not add to, detract from or otherwise modify the collective bargaining agreement.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek.

The typical workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday, and Sunday. However, employees may be assigned to a workweek consisting of any five (5) consecutive days.

Section 7.1.1. Work Shift.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks, except in emergencies.

Section 7.1.1.1. Temporary Work Shift.

A work shift may be altered on a temporary basis, but no longer than twenty (20) workdays, due to the critical needs of the District. Work shifts may be altered for the following events: parent/teacher conferences, open house days, training, and summer schedules. The adjustments shall be made without loss of wages, hours, or benefits of the employee. Such an assignment to cover an emergency will not exceed the duration of the emergency. The first right of refusal shall be provided to the most senior employee in the building for general duty, overtime/extra time that becomes available. If all the employees refuse the work, the least senior, qualified employee in the building may be assigned. If the workday is shortened on a non-emergency basis, the impact will be bargained.

1 **Section 7.1.2. Overtime.**

2 All hours worked in excess of forty (40) in a workweek, shall be compensated at the rate of one
3 and one-half (1½) times the employee's regular pay. All overtime work or work beyond the
4 employee's shift must have prior written approval of the supervisor.

5
6 **Section 7.1.2.1. Assigned Custodial Overtime.**

7 Assigned custodial overtime shall be distributed according to seniority within the
8 classification in the building first. In the assignment of overtime, the District agrees to
9 provide the employee(s) with as much advance notice as practicable in the circumstances.
10 Normally, employees designated to work overtime on days outside their regular workweek
11 will be advised of the possibility no later than twenty-four (24) hours prior to the end of the
12 last shift before the overtime commences.

13
14 When there are groups, activities, events, etc., in a building on a weekend, the custodian,
15 by seniority, will be allowed overtime to clean that area on Monday. Length of time to be
16 determined by the custodian and administration.

17
18 **Section 7.1.3. Lunch and Rest Breaks.**

19 Employee break and lunch periods will be provided as follows:

20

21 From 2 to 4 hours	Fifteen (15) minute break
22 From 4 to 6 hours	Fifteen (15) minute break and Thirty (30) minute paid lunch
23 From 6 to 8 hours	Fifteen (15) minute break in each half shift and Thirty (30) 24 minute paid lunch

25

26 The immediate supervisor will schedule breaks and lunch periods.

27
28 **Section 7.1.4. Call-out.**

29 Employees called for special service shall receive no less than two (2) hours pay per call at the
30 rate of one and one-half (1½) times the employee's base hourly rate. If more than four (4) hours
31 are worked, the employee shall receive a minimum of eight (8) hours pay with an appropriate
32 lunch period. Employees shall be paid twenty-five dollars (\$25.00) for each Security System
33 call out or for a call to secure the building on a weekend or other non-school day for a group
34 using the facility.

35
36 If called out for a Security System reset only, the employee shall receive a flat rate of twenty-
37 five dollars (\$25.00). If additional duties are required, the employee will be paid as per
38 paragraph one (1) of this section, in addition to the twenty-five dollars (\$25.00) Security
39 System call out.

40
41 Emergency make-up days are exempt from this provision.

42
43 **Section 7.1.5. Alternative Work Schedule.**

44 During the summer months, winter break and spring break, twelve (12) month personnel may
45 be assigned to a four (4) day workweek and ten (10) hour workday. Shift shall include a thirty-
46 five (35) minute uninterrupted lunch period and a fifteen (15) minute first half and fifteen (15)
47 minute second half rest period.

1 **Section 7.1.5.1. Maintenance Alternative Work Schedule.**

2 The maintenance technician and maintenance employees may be assigned four (4) ten-
3 hour shifts or five (5) eight-hour shifts. The supervisor may rescind the four (4) ten-
4 hour shift option and/or adjust shifts based on the District needs. Except in emergency
5 situations (snow removal or building in-operations) the supervisor shall provide at least
6 one (1) weeks' notice in writing prior to changing work schedules or times regularly
7 scheduled.

8
9 **Section 7.1.6. Custodial Work Schedule Provisions.**

10 When a dayshift is available, night custodians will be offered the dayshift by seniority subject
11 to the following: 1) in the building; then 2) District wide by classification; then 3) substitute.

12
13 **Section 7.1.7. Food Service Employee Additional Workdays.**

14 Food service employees will work two additional days per year, at their regular rate of pay, one
15 (1) to prepare for the school year before school starts in the fall and one (1) for clean-up after
16 school is out in the summer. The District will assign the days to be worked and all food
17 services staff will work the same assigned days.

18
19 **Section 7.2. School Closure Due to Emergency.**

20 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
21 District will make every effort to notify each employee of such closure through the school messaging
22 system. It is the employee's responsibility to retrieve phone messages, listen to news reports, visit
23 District website, and make every effort to get information on school closures. Employees who make
24 every effort but are unable to get information and report to work shall receive a minimum of two (2)
25 hours pay at his/her regular rate and shall be expected to work. In the event of a late start, employees
26 report to work on the late start schedule to avoid a deduction in pay. If meetings or events are
27 scheduled before school on a day when a late start is called, the meetings and events will be cancelled,
28 and the employee will not be required to attend. If unable to get to work on time, appropriate
29 sick/emergency leave will be used. Employees will follow school closure procedures as announced
30 each year by the Superintendent. Employees in Maintenance and Nutrition Services will be expected
31 to communicate with their immediate supervisor regarding their start times in late start situations. In
32 the event that Maintenance or Nutrition Services employees are required to report to work at their
33 regular start time or earlier on a day in which a late start has been called, those employees affected
34 shall receive an additional two (2) hours "hazard" pay at the affected employee's regular hourly rate.
35 All employees subject to this Agreement shall record their regular hour on their timesheet for late start
36 days, even though they may be reporting to work later than their regular schedule.

37
38 **Section 7.3. Exceptional Pay.**

39 Employees who are requested to work any position in the District that is normally paid at a higher rate
40 shall be paid at the higher rate for all hours worked in the assignment based on years of service with
41 the District on Schedule A. If the employee is requested to work in a position that receives lesser
42 compensation, she/he shall not suffer a loss in wages or benefits for filling said position.

43
44 **Section 7.3.1. Substitute Teachers Pay.**

45 Employees who have the requirements to be substitute teachers shall earn seven dollars (\$7.00)
46 more per hour than their regular hourly rate if they are asked to substitute in a classroom during
47 their workday. This is regardless of if there is another paraeducator present, the employee
48 substituting for the teacher will receive the additional pay.

1
2 **Section 7.3.2. Food Service Bumping Rights.**

3 Bumping up will be allowed within a specific kitchen for a maximum of five (5) consecutive
4 days after which the position will be filled by seniority District-wide.
5

6 **Section 7.4. Compensatory Time.**

7 If the supervisor approves the accrual of compensatory time, an employee may at his/her option,
8 choose to accrue compensatory time in lieu of overtime compensation. Compensatory time thus
9 accrued, shall be recorded and used at the employees discretion within sixty (60) working days of
10 accrual (on the Additional Hours for Pay/Comp Time – Approval/Request Form). Use of
11 compensatory time during the same pay period in which it was accrued may be impractical. The
12 District may not require the accrual of compensatory time in lieu of monetary compensation. The use
13 of compensatory time shall only be subject to the employee's request if such a request does not cause
14 undue burden on the District. Undue burden shall not include having to hire a substitute to fill the
15 employee's vacancy and must be more than a simple inconvenience to the District.
16

17 **Section 7.5. Job Sharing.**

18 An employee may request that his/her position be converted to job share status. If the District agrees,
19 the other one-half of the position will be offered to the current employees covered by this agreement
20 within the appropriate classification. All benefits will be prorated.
21

22 If one-half of the position becomes vacant, the other half-time employee in the position will be offered
23 the other half of the job. This would enable the employee to gain hours in the same position. Any
24 subsequent recruitment will be done according to the current contract provisions.
25

26 **Section 7.6. Summer School Employment.**

27 Current paraeducators and food service employees shall have first right of refusal for summer school
28 work. The position shall be filled on a seniority basis provided the employee meets the job
29 qualifications. Those members assigned to a one-on-one position shall have the first right of refusal,
30 regardless of seniority, to work in any extended program with their student, including summer school
31 if their assigned student is scheduled to attend.
32

33 **Section 7.7. Classified Staff Responsibilities.**

34 Classified Staff will not be required to be responsible for a classroom of students. Classified staff shall
35 not be held responsible for making lesson plans for teachers and/or classrooms. Classified staff shall
36 not conduct evaluations of other classified staff. Paraeducators working with students who have a
37 designated IEP plan shall have access to the student's IEP information upon request.
38

39 **Section 7.8. Paraeducator Orientation.**

40 All Paraeducators will receive a minimum of one (1) day of paid orientation prior to the beginning of
41 school in the fall of each year.
42

43 **Section 7.9. Paraeducator/Food Service Employee Work Year.**

44 Paraeducators and Food Service employees will work a minimum of one hundred and seventy-five
45 (175) days per calendar school year (not to include holidays) unless their specific position requires
46 less.
47
48

Section 7.9.1. Paraeducator Professional Development.

Paraeducators and Librarians shall receive an additional one (1) workday beyond the minimum one hundred seventy-five (175) workdays that shall be dedicated to Paraeducator/Librarian Professional Development. Professional Development programs for these days shall be offered at no cost to the employee.

In addition, the district will provide twenty-eight (28) hours for any new hires to receive the state required FCS training as indicated in Section 13.2.1.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

Section 8.1.1. Full-Time Employee Holidays.

Employees working one-thousand four-hundred and forty (1,440) or more hours per year shall receive the following paid holidays that fall within his/her work year.

- | | |
|---|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veterans' Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving Day |
| 5. Independence Day | 11. Day before or after Christmas |
| 6. Day before or after Independence Day | 12. Christmas Day |

Specific dates for the above holidays shall be determined by the District. If one of the above holidays falls on a weekend, the employee shall be given one (1) day's pay at his/her base rate.

Section 8.1.2. Less Than Full-Time Employee Holidays.

Employees working less than one-thousand four-hundred and forty (1,440) hours shall receive the following paid holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 5. Veterans Day |
| 2. Martin Luther King Day | 6. Thanksgiving Day |
| 3. President's Day | 7. Christmas Day |
| 4. Memorial Day | |

Specific dates for the above holidays will be set by the District. If a holiday falls on a weekend, the employee will be given one (1) day's pay at his/her base rate.

Section 8.2. Vacations (Full-Time Employees).

Each twelve (12) month Full-Time employee shall earn the following paid vacation for each contract year:

1 through 3 years	10 Days
4 through 10 years	15 Days
After 10 years	20 Days

New employees who have previous school district classified experience in a position comparable to that which she/he was hired for, will be hired in compliance with RCW 28A.400.300 and allocated leave accordingly.

Vacation is time that is pro-rated according to hire date and termination date. Upon termination, any employee that has used more vacation time than earned will have an unearned vacation time deduction on their final paycheck.

All vacations must have prior approval of the employee's supervisor. Employees who are denied vacation due to the critical needs of the District shall be allowed to re-schedule or carry-over the vacation time at the option of the employee. If an employee cannot use all their vacation earned for unforeseen circumstances, the employee may be allowed to buy back up to three (3) days at the employee's hourly rate with supervisor approval. Vacations shall have the following limitation of use:

1. Vacation cannot be used during the two (2) weeks prior to the start of school without the supervisor's approval.
2. Employees must provide at least two (2) weeks prior notification to their supervisor of the intent to use vacation.

Section 8.2.1. Receipt of Accrued Vacation at Separation of Employment.

Upon resignation, retirement, or separation from the School District employment an eligible employee or the employee's estate shall receive any accrued vacation earned at the employee's current rate of pay with their final paycheck.

Section 8.2.2. Non-Vacation Eligible Employees.

Employees not eligible for vacation time may receive up to five (5) workdays off per year without pay provided that prior approval is granted by the Superintendent and qualified substitutes are available.

ARTICLE IX

LEAVES

Section 9.1. Illness, Injury and Emergency Leave (hereinafter known as Sick Leave).

Each employee shall accumulate one (1) day of leave for each calendar month worked; each employee is scheduled in a shift for each calendar month worked; provided, however, that no employee shall earn less than ten (10) days of sick leave per full contract year. Sick leave shall be vested when earned. Sick leave may be used by employee for illness, or injury of the employee, spouse, or domestic partner (as defined by Washington law), children, grandchildren, or parents, and for emergency purposes.

Sick leave may be used in full workday, hourly or fifteen (15) minute increments.

Three (3) days of emergency leave may be used per year and shall be deducted from sick leave. A “day” shall equal the number of hours in the employee’s regular scheduled shift.

Section 9.1.1. Sick Leave Attendance Incentive Program.

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

Pursuant to the provisions of RCW 28A.400.210, at the time of separation from school District employment, an eligible employee or the employee’s estate shall receive remuneration at the rate equal to one (1) day’s current monetary compensation for each four (4) full days accrued leave for illness or injury.

Section 9.1.2. Sick Leave Credit from another District.

Employees who have accrued sick leave while employed by another public school District in the State of Washington, shall be given credit.

Section 9.2. Sick Leave Sharing.

An employee may choose to donate portions of his/her accumulated sick leave, to come to the aid of another named employee who has depleted his/her annual leave and sick leave reserve and is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment. A contributing employee must have a sick leave balance of more than one hundred seventy-six (176) hours to donate. An employee may transfer a specific amount of sick leave to an employee requesting shared leave only when the donating employee retains a minimum of one hundred seventy-six (176) hours of sick leave after the transferred leave shall be calculated on an hours-donated and an hours-received basis. Any leave transferred which remains unused shall be returned at its original value to the employee or employees who transferred the leave when it is found that the leave is no longer needed or will not be at a future time in connection with the illness or injury for which the leave was transferred. The value of the unused leave which was transferred by more than one employee shall be returned on a pro rata basis. The Superintendent and/or Association representative shall require a healthcare provider statement confirming the extent and/or severity of the illness, injury or impairment.

Section 9.3. State Industrial Insurance.

Any employee who is eligible for State Industrial Compensation for time off due to an on the job illness or injury, shall be paid in accordance with Appendix A.

Section 9.4. Bereavement Leave.

Each employee shall be entitled to a maximum of five (5) days leave with pay per occurrence for an absence caused by death to an employee's child, spouse/significant other, sibling, parent, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, the like relationships to the employee’s spouse and any

person living in the employee's household. Step relationships and foster family will also be included. Leave including close friends and associates shall be one (1) day. Such leave, when granted, will be used for necessary travel, funeral arrangements and/or attendance at the service. Bereavement leave is not deducted from any other leave, nor is it cumulative. Exceptions to this provision may be granted by the Superintendent with the leave being deducted from sick leave.

Section 9.5. Discretionary Leave.

A. Less Than One Day. If there will be no extra expense to the District, and the employee's assignment can be covered without interruption to the District operation, employees may be given time off during the day to take care of pressing personal matters. Requests shall be made to the employee's immediate supervisor who may approve the request or deny the same if in the supervisor's judgment the criteria found in this section cannot be met.

B. More Than One Day. The request shall be made to the immediate supervisor that will be forwarded to the Superintendent. The Superintendent may grant a request for non-emergency circumstances if, in the Superintendent's judgment, such absence is in the best interest of the District and the employee. The Superintendent shall have three (3) options in unusual and abnormal situations:

1. Grant the leave with pay.
2. Grant the leave with deduction of substitute costs.
3. Grant the leave without pay.

Note: This provision is not subject to the grievance procedure.

If the Association believes no discretionary leaves are being granted, or the way they are being granted is discriminatory, a complaint may be filed with the Superintendent. The decision of the Superintendent may be appealed to the Board of Directors. The decision of the Board of Directors is final and subject to no further appeal of any kind.

Section 9.6. Judicial Leave.

In the event an employee is summoned to serve as a juror or appear as a witness in court or any other contested proceeding, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall be made after the employee's mileage expenses have been deducted. In the event that an employee is a party in a court action, such employee may request a leave of absence.

When the employee is released from jury duty, the employee shall be required to promptly report to his/her assigned workstation.

Section 9.7. Leave of Absence.

An employee may request a leave of absence or leave without pay for personal or professional reasons by written request to the employee's immediate supervisor.

Upon recommendation of the immediate supervisor, through administrative channels to the superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence without pay, for up to one (1) year. The returning employee will be assigned to the position occupied before the leave of absence. If the position is no longer available, due to budget,

1 student or staffing needs the returning employee will be assigned to a like position in which they are
2 qualified for with equal number of hours and shall suffer no loss of wages or benefits. Employees
3 hired to fill positions of employees on leave of absence will be hired for a specific period of time,
4 during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of
5 the District to inform replacement employees of these provisions.

6
7 An employee on leave of absence must confirm his/her intent to return to the District for the next
8 succeeding year. The District will send the employee a certified letter forty-five (45) calendar days
9 before the date of approved leave expires, reminding the employee of his/her rights and responsibilities
10 to this section of the CBA and request them to inform the District in writing forty-five (45) days prior
11 to the date he/she intends to return to work. The employee will have fourteen (14) days of receipt of
12 the letter to inform the District the date he/she intends to return to work. If the employee fails to notify
13 the District of his/her intent to return to work, the District will consider the position vacated by the
14 employee. The employee may purchase insurance benefits for eighteen (18) months by paying the
15 amount that the District would normally pay as if the employee were working. The employee is
16 responsible for making payment to the COBRA third party administrator.

17
18 The employee on leave shall retain accrued sick leave and seniority right but shall not accrue
19 additional sick leave or seniority.

20 21 **Section 9.8. Annual Leave.**

22 Each employee shall be entitled to three (3) paid days of annual leave per year. If the leave is not used,
23 it may be carried over to the next year. However, in no case will any employee have more than five (5)
24 days of annual leave accumulated in any given year.

25 26 **Section 9.8.1. Additional Annual Leave Bonuses for Longevity.**

27 At the beginning of the seventh year of employment, the employee will be provided four (4)
28 days of annual leave. At the beginning of the twentieth year of employment, the employee will
29 be provided five (5) days of annual leave.

30 31 **Section 9.8.2. Annual Leave Day Cash-Out.**

32 At the employee's written request, unused annual leave days as of the end of July may be
33 compensated on the August paycheck at a ratio of one (1) day's pay (or part thereof) for one (1)
34 day's annual leave (or part thereof).

35 36 **Section 9.9. Family Leave/Medical Leave.**

37 The District will provide leave in accordance with Federal and State law. Eligible employees may take
38 up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical
39 reasons. The employee may also be eligible to take leave intermittently – which means taking leave in
40 blocks of time, or by reducing their normal weekly or daily work schedule. To be eligible, the
41 employee must have been employed for at least twelve (12) months and worked for at least eleven
42 hundred (1100) hours during the previous twelve (12) months. The District is required to maintain
43 insurance coverage for an employee on Family and Medical leave whenever such insurance was
44 provided before the leave was taken, and on the same terms as if the employee had continued to work.
45 Leave can be taken for the birth or placement of a child for adoption or foster care; to care for an
46 immediate family member (spouse or domestic partner as defined by Washington law), child, or
47 parent) with a serious health condition; or to take medical leave when the employee is unable to work
48 because of a serious health condition. The employee must provide the District with thirty (30) days

1 written notice for foreseeable leaves for birth, adoption, and planned medical treatment. Family and
2 Medical leave may be taken as sick leave for up to thirty (30) workdays worth of hours, unless and
3 until such time as the employee's sick leave is exhausted. In the case where Family and Medical leave
4 will exhaust the employee's sick leave, or upon written request of the employee, a leave of absence
5 may be granted without pay. Upon return from Family and Medical leave, the employee will be placed
6 into the position occupied before the leave was taken, or if the position is no longer available, a
7 position with equal number of hours, current wages and benefits.

8 9 **Section 9.10. Maternity Leave.**

10 The District will provide leave in accordance with Federal and State law. The District shall provide the
11 employee an unpaid leave of absence for the period of time that she is sick or temporarily disabled
12 because of pregnancy or childbirth. Illness or disabilities caused or contributed to by pregnancy,
13 miscarriage, abortion, childbirth, and recovery there from are temporary disabilities and must be
14 treated as such. The District may require verification by the employee's physician or a physician of the
15 District's choosing. The District is required to maintain insurance coverage for an employee on
16 Maternity leave whenever such insurance was provided before the leave was taken, and on the same
17 terms as if the employee had continued to work. Maternity leave may be taken as sick leave for up to
18 thirty (30) workdays to be granted in whole day increments only, unless and until such time as the
19 employee's sick leave is exhausted. In the case where Maternity leave will exhaust the employee's sick
20 leave, or upon written request of the employee, a leave of absence may be granted without pay. Upon
21 return from Maternity leave, the employee will be placed into the position occupied before the leave
22 was taken, or if the position is no longer available, a position with equal number of hours, current
23 wages, and benefits.

24 25 **Section 9.11. Leave Without Pay.**

26 An employee may request a leave without pay for personal or professional reasons by written request
27 to the employee's immediate supervisor. In order to request a leave without pay all other leave must be
28 exhausted excluding sick leave. The employee's immediate supervisor may grant leave without pay for
29 one (1) day. For requests of more than one (1) day, the immediate supervisor will forward the request
30 to the Superintendent for approval.

31 32 **Section 9.12. Domestic Violence Leave.**

33 The District will provide leave in accordance with RCW 49.76 passed in 2008 which allows victims of
34 domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal
35 needs and obtain health care. Such leave will be with or without pay at the employee's discretion.
36 Employees may also take reasonable leave to help a family member obtain needed treatment or
37 services. For this section, family members include a child, spouse, parent, parent-in-law, grandparent
38 or a person whom the employee is dating.

39 40 **Section 9.13. Faith or Conscience Leave.**

41 Each employee covered by this Agreement is entitled to two (2) unpaid days per year for a reason of
42 faith or conscience or an organized activity conducted under the auspices of a religious denomination,
43 church, or religious organization unless such leave will pose an undue hardship as set forth in the
44 WAC that will be promulgated by OFM.

45 46 **Section 9.14. FMLA Compliance.**

47 The provisions of this Article shall, at a minimum, be in compliance with the Family Medical Leave
48 Act of 1993.

Section 9.15. Washington State Paid Family and Medical Leave (PFML).

1. Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law:

- The District shall annually notify employees about the benefits available under PFML.
- Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all payments will come from the ESD.
- Employees will be required to contact the Employment Security Guidelines to determine the amount of leave available.
- To qualify for PFML, employees must work no less than eight hundred and twenty (820) hours in employment in Washington State during the qualifying period Employment Security will determine the employee's eligibility and benefit.
- Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or www.paidleave.wa.gov for all information pertaining to this leave.
- District and employees shall pay premium costs as per state law.

1. Payroll premiums shall be paid by both the employer and the employee as allowed by law. The district will fund an additional \$6,000 of the employee premium, which will be spread equally between all classified employees.

Section 9.16. Shared Leave Requests.

All shared leave requests will follow Board Policy 5406, RCW 28A.400.380 and WAC 392-126-004-104. Employees must exhaust all of their leave types and any leave available to them from Washington Paid Family Medical Leave before they can request shared leave.

ARTICLE X

SENIORITY

Section 10.1. Establishment of Seniority.

The seniority of an employee will be determined per the date and time stamp from the intent to hire form, which is completed by the hiring supervisor. This date hereinafter will be the "hire date", regardless of board approve date, unless such seniority shall be lost as hereinafter provided.

Section 10.1.1. Seniority Tie-Breaker (Drawing Lots).

In the event of two (2) or more employees being hired on the same date and time stamp, the seniority order shall be established by drawing lots.

Section 10.2. Probationary Period.

Each newly hired employee shall remain in a probationary status for a period not to exceed the first ninety (90) workdays. During such probationary period, the District may discharge the employee without the employee accessing the grievance procedure. No one shall serve more than one (1) probationary period during their term of employment. All newly hired employees are entitled to all

provisions of this contract, except the grievance procedure. Employees must successfully complete their probationary period before they are able to access the grievance procedure.

If an employee receives any formal, written discipline per the contract, that employee will be notified in writing that their probation may be extended not to exceed an additional thirty (30) workdays.

Section 10.3. Loss of Seniority Rights.

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

- Resignation.
- Discharge for justifiable cause.
- Retirement.

Section 10.4. Retention of Seniority Rights.

Seniority rights shall not be lost and shall accrue for the following reasons, without limitation:

- Time lost by reason of industrial accident, industrial illness, or jury duty.
- Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- Time spent on authorized leaves.

Seniority rights shall not be accrued for:

- Time spent on leave of absence.
- Time spent in layoff status as hereinafter provided.

Section 10.5. Classification Seniority.

Seniority rights shall be effective within the general job classifications. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.2. When an employee transfers from one classification to another, he/she shall retain seniority in the previous classification for one (1) year after the date of transfer. The employee will begin accruing seniority in the new classification upon the date of transfer. An employee may accrue seniority in more than one Classification simultaneously.

Section 10.6. Application of Seniority.

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation periods, special services (including overtime except see Section 7.1.2.1. for Assigned Custodial Overtime), assignment to new and open positions, promotions, layoff and recall within the employee's general job classification as defined in Section 10.6 provided the employee meets the minimum requirements as specified in the job description.

Section 10.6.1. Promotion/Transfer Outside of General Job Classification.

Promotions, transfers and assignment to new or open jobs or positions outside the employee's general job classification shall be determined by the District, provided that employees of the District shall be given first consideration in filling jobs for which they are reasonably qualified.

Section 10.6.2. Bargaining Unit Bypass Justification.

When a new position is created, for which no member is minimally qualified and requires the applicant to possess a degree or specific certification not available within the bargaining unit and available only through a long-term course of study, the District may hire someone from outside the bargaining unit who is already trained.

1
2 **Section 10.6.2.1. District Responsibility for Training.**

3 Should no minimally qualified person apply for the position, inside or outside of the
4 bargaining unit and the District still desires to fill the position, the District may re-post
5 the position with the disclaimer that training and/or education will be provided by the
6 District to bring the most senior applicant up to the level required by the minimum
7 qualifications of the position.
8

9 **Section 10.6.3. Position Re-Classification.**

10 In the event that significant changes in responsibilities are anticipated to occur in a position(s)
11 prior to any permanent change occurring, the supervisor or District representative will meet
12 with the employees and Association representative to discuss and solicit input regarding the
13 needs that must be met; the nature of proposed changes and any training or support that will
14 help the employees be successful.
15

16 **Section 10.6.4. Trial Period for Transfers.**

17 Employees accepting assignment to another position shall have ten (10) workdays in which to
18 demonstrate their qualifications for the new position. During this period, the employee and
19 his/her supervisor shall meet to evaluate the employee's performance. Based upon the
20 employee's performance in the new position, the supervisor shall have the option of returning
21 the employee to the former position during this trial period without prejudice. During the ten
22 (10) day trial period, the employee may return to his/her former position if that position has not
23 been filled by another employee.
24

25 **Section 10.7. Job Posting.**

26 Employees shall be informed of all classified job openings. The District shall publicize within the
27 bargaining unit for five (5) workdays the availability of new or open jobs and positions as soon as
28 possible after the District is apprised of the opening. Notification of openings shall be posted in the
29 District Office, in the Staff Room, emailed to the employee's school email address, and notified via
30 Blackboard. Copies of all position openings shall be sent to the local Association President and to
31 his/her designated representatives. Vacancies posted between May 20 and September 15 may be
32 opened simultaneously to members and outside applicants for no less than five (5) calendar days with
33 preference given to members first by seniority.
34

35 **Section 10.7.1. Same-Hour and Same-Classification Postings.**

36 If a position becomes vacant within sixty (60) calendar days of it being filled, the job shall be
37 re-posted both in and out of District simultaneously, with preference given to current
38 bargaining unit members. If a position becomes vacant beyond sixty (60) calendar days of it
39 being filled, the job shall be posted in District for five (5) days. If the job is not filled within the
40 five (5) days, the job shall be posted in and out of District simultaneously until the position is
41 filled.
42

43 **Section 10.8. Employee Layoff.**

44 In the event of a layoff, employees so affected are to be placed on a re-employment list maintained by
45 the District for two (2) calendar years. Lay off employees will be placed on the list according to
46 seniority. If the employee is on layoff and new or open positions are posted, current employees will
47 have priority. Employees on layoff status with the earliest seniority date will have priority in filling
48 new and open positions, prior to the opening being posted outside the bargaining unit, provided the

employee meets the minimum qualifications for the position or is eligible for training. The employee on layoff status shall retain accrued sick leave and seniority rights but shall not accrue additional sick leave or seniority while on the re-employment list.

Section 10.8.1. Notification of Address on Layoff.

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

Section 10.8.2. Employee on Layoff Compliance Clause.

An employee shall forfeit rights to re-employment as provided in Section 10.9 if the employee does not comply with the requirements found in Section 10.9.1, or if the employee does not respond to the offer of re-employment within ten (10) workdays. If an employee is offered and accepts a position that is not substantially equal in wages, hours, and benefits, he/she shall be removed from the re-employment list. Notices must be properly posted by the District and mailed via the U.S. Postal Service to employees who are on layoff status. This will constitute an offer by the District. The District's responsibility lies in documenting that notices are properly posted and mailed.

Section 10.8.3. Rejection of Re-Employment Offer on Layoff.

An employee on layoff status who rejects an offer of re-employment is removed from the re-employment list and forfeits seniority and all other accrued benefits; provided that such an employee is offered a position equal in hours, wages, and benefits to that held prior to layoff.

Section 10.8.4. Substituting While in Layoff Status.

Employees who are in layoff status, who agree to work as a substitute in the position they previously held within three (3) years of their layoff shall be paid at the employee's former step on Schedule A. Employees on layoff status for more than three (3) years, who agree to work as a substitute shall be paid at Year one (1) on Schedule A.

Section 10.9. Posting Increases/Decreases.

Positions with an increase in daily hours of work of sixty (60) minutes or less (except Food Services & Paraeducators), or a decrease of thirty (30) minutes or less for pay purposes, within a given school year, shall not be considered open and shall not be posted.

Food Services positions with a change (increase or decrease) in hours of work of thirty (30) minutes or less for pay purposes, in a given school year, will not be considered open and shall not have to be posted.

Paraeducator positions with an increase in hours of work of more than thirty (30) minutes for pay purposes, within a given school year, shall be considered open and shall be posted. When additional hours of work of thirty (30) minutes or less is available and not subject to posting, the following process shall be used:

1. Offer the available hours of work to employees with the earliest seniority date in the building without creating a conflict or disruption to the current schedules.
2. If no employee in the building is available to take the additional hours, offer the additional hours to employees with the earliest seniority date in the bargaining unit.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 11.1. Discipline and Discharge.

The District shall have the right to discipline and discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a confidential manner, so as not to embarrass the employee.

The District will notify the employee of any meeting that may become disciplinary in nature. The employee will have the right to Association representation at any disciplinary meeting.

Section 11.2. Progressive Discipline Steps.

The following disciplinary steps should be followed:

1. Verbal warning (memo to employee and personnel file)
2. Written warning
3. Written reprimand
4. Suspension without pay
5. Discharge as the final and last resort

Steps in this model may be skipped depending on the severity of the infraction.

Section 11.3. Employee Notification of Intent to Return.

It is mutually agreed that the District shall notify the employee of intent to rehire for the next school year prior to the employee's last workday of the current school year. The employee will likewise inform the District within five (5) days receipt of notification to rehire, of their intent to return.

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

Section 11.4. District Notice of Intention to Layoff.

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

Section 11.5. Right of Representation.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Employees have the right and responsibility to have Association representatives or other persons present at discussions between themselves and supervisors or other District representatives.

When employees are called into a meeting, they will be notified before the meeting as to what the meeting is about and who will be in attendance. The notification will be made early enough so that the employee has time to request a representative to be in attendance.

Employees have the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered to appropriate officials of the Association.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. State Insurance (SEBB).

Employees projected to be working six hundred thirty (630) hours or more in a school year shall be eligible to receive a District contribution for their selected benefits.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employee's Benefit Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 12.2. Employee Insurance Provisions Upon Termination of Employment.

Insurance payments shall be made on a twelve (12) month basis; provided, however, that insurance coverage shall cease upon termination of employment with the District. Upon termination of employment from the District the employee has the ability to continue their insurance coverage through COBRA.

Section 12.3. Tort Liability Coverage.

The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.4. State Industrial Insurance Contributions.

The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

Section 12.5. PERS/SERS Provisions.

In determining whether an employee is eligible for participation in a Washington State Public Employees retirement system, the District shall report all hours worked, whether straight time, overtime or otherwise.

ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1. Staff Development.

The Association and the District will cooperate in developing in-service programs needed by the members. The District will provide five thousand dollars (\$5,000.00) per year for professional development (workshops, seminars, etc.). The specific expenditure of these funds will be determined by a joint committee of four (4) members (two [2] from the Association and two [2] from the District). These funds will not be spent on union related meetings, seminars, conventions, or workshops unless specifically authorized by the District.

Section 13.2. Required Training.

The parties agree to address the issue of training required by state, federal or local statute that may be required for the employees to retain their job with the District.

Section 13.3. Paraeducator Minimum Qualifications.

Washington State Law has required that all paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; **and**
2. a) Have received a passing grade on the education testing service paraeducator assessment (ETS); **or**
 - b) Hold an associate of arts degree; **or**
 - c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; **or**
 - d) Have completed a registered apprenticeship program.

Paraeducators will be required to complete the Fundamental Course of Study (FSC). If funded by the state, the District will provide fourteen (14) hours of paid training for the state standards of practice for all paraeducators. If unfunded, the District will provide time during the paraeducators workday to complete the FSC training. The District will also provide access to computers and other technology needed to be successful in obtaining the required training as funded by the state.

Once 28 FSC hours have been earned, paraeducators are then eligible to earn a General Certificate by completing an additional 70 hours of courses on the standards of practice. The General certificate must be completed within three (3) years of finishing the FSC and will not expire.

Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the English Language Learner (ELL) Subject Matter and the Special Education Subject Matter Certificates. Both certificates require 20 hours of professional development in their specific subject area and the certificates will expire after five (5) years. Course hours for the SMC will count towards the General Certificate.

Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete 75 hours of professional development related to the following duties: assisting in highly impacted classroom, assisting in specialized instructional support and instructional technology applications, mentoring, and coaching other paraeducators and acting as a short-term emergency substitute teacher.

Professional development hours which include clock hours and the state approved apprenticeship program will count towards continuing education credit hours. Further information can be found at the Professional Educator Standards Board (PESB) website at <https://www.pesb.wa.gov/>

ARTICLE XIV

MEMBERSHIP

Section 14.1. Association Membership.

Each employee subject to this Agreement has the right to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles the employee to additional benefits of union membership. The Association shall be the custodian of record in regards to employee's Association membership.

Section 14.2. New Hire Notification.

The District will notify the Field Representative and Association President of all new hires within twenty (20) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

Section 14.3. PSE Regular Dues Check Off.

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. The employer agrees to submit gross monthly dues remittance via Automated Clearing House (ACH) monthly. Transactions will be received by the first Monday following payroll. Submissions are to include all gross wages monthly for all employment performed under the terms of the Collective Bargaining Agreement. A dues remittance form needs to accompany the payment every month and include membership status changes, resignations, LOA name changes, etc. or provide a list with the dues file.

Section 14.4. 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. Section 14.3. and 14.3.1. of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request in writing at any time. At least annually, the employee shall be notified about the right to revoke the request by Public School Employees of Washington.

Section 14.5. Authorizations and Revocations.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington/SEIU Local 1948 (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 of Washington/SEIU Local 1948 (PSE).

Upon receiving notice of the employee's authorization from Public School Employees of Washington/SEIU Local 1948 (PSE), the employer shall deduct from the employee's salary membership dues and remit the amounts to PSE, by the first Monday following payroll.

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

1 payroll deductions must be in writing and submitted by the employee to Public School Employees of
2 Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization.
3 Revocations will not be accepted by the employer if the authorization is not obtained by the employee
4 to PSE. After the employer receives confirmation from the exclusive bargaining representative that the
5 employee has revoked authorization for deductions, the employer shall end the deduction effective on
6 the first payroll after receipt of the confirmation. The employer shall rely on information provided by
7 the exclusive bargaining representative regarding the authorization and revocation of deductions.

8
9 **Section 14.6. Hold Harmless.**

10 The Association agrees to defend and hold the District harmless against any legal action brought
11 against the District in reference to valid membership.
12
13
14

15 **ARTICLE XV**
16
17 **GRIEVANCE PROCEDURE**
18

19 **Section 15.1. Grievance Procedure.**

20 Grievances or complaints arising between the District and its employees within the bargaining unit as
21 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
22 Terms and Conditions of this Agreement shall be resolved in strict compliance with this Article.
23

24 **Section 15.1.1. Workday Defined.**

25 For the purpose of this section “workdays” are defined as those days that the District
26 Administration Office is open for business.
27

28 **Section 15.2. Grievance Steps.**
29

30 **Step 1 – Informal.**

31 Employees shall first discuss the grievance with their immediate supervisor. If employees wish,
32 a local Association representative at such discussion may accompany them. All grievances not
33 brought to the immediate supervisor in accordance with the preceding sentence within twenty
34 (20) workdays of the occurrence of the grievance shall be invalid and subject to no further
35 processing.
36

37 **Step 2 – Superintendent or Designee.**

38 If no settlement has been reached within five (5) workdays after receipt of the grievance by the
39 immediate supervisor a written statement of the grievance shall be submitted within ten (10)
40 workdays to the Superintendent. The written statement shall contain the following information:

- 41 A. The facts on which the grievance is based.
42 B. A reference to the provisions in this Agreement which have allegedly been violated; and
43 C. Remedies sought.
44

45 After receipt of the written statement, the Superintendent will have ten (10) workdays in which
46 to resolve it by indicating on the statement of grievance his/her recommendations regarding the
47 disposition. If the employee wishes, an Association representative at this step and subsequent

steps may accompany him. If an agreeable disposition is made, all parties to the grievance shall sign it signifying that the grievance has been resolved and is subject to no further processing.

Step 3 – Arbitration.

If no settlement has been reached within ten (10) workdays referred to in Step 2, and the local Association believes the grievance to be valid, it may, by written notice to the Superintendent within fifteen (15) workdays after receipt of the Superintendent's decision, submit the grievance to binding arbitration. If any question arises to the arbitrability, the arbitrator selected to hear the dispute will first rule upon such question.

Within twenty (20) workdays after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the twenty (20) workday period, either party may make a request for a list of arbitrators to the American Arbitration Association subject to any modifications as provided herein. Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party before the completion of Step 2.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, contract interpretations, reasoning, and conclusions of law on the issues submitted. The arbitrator shall have no authority to extend, alter or modify the terms of this Agreement and shall limit his/her findings and decisions solely to the interpretation and application of this Agreement. He/she may not award damage, or a relief not actually contemplated by the Agreement. The decision of the arbitrator will be final and binding upon the parties.

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

Section 15.3. Time Limits.

Failure of either party to comply with the time limits set forth above will serve to declare the grievance based upon the last request made or the last answer provided, and no further action shall be taken. The time limits as specified may be extended by mutual agreement of the parties.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Employee Compensation.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

1 **Section 16.2. Schedule A.**

2 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
3 Schedule A attached hereto and by this reference incorporated herein.

4
5 **Section 16.2.1. Longevity Credit.**

6 Any employee who changes job positions or classifications shall receive full longevity credit
7 regarding step placement on Schedule A.

8
9 **Section 16.2.2. Transfer of Previous Experience.**

10 When an employee leaves one school District within the state and commences employment
11 with another school District within the state, or from an Idaho school district within 30 miles
12 from Newport SD, the employee shall retain the same longevity, leave benefits and other
13 benefits that the employee had in his or her previous position: PROVIDED, that employees
14 who transfer between Districts shall not retain any seniority rights other than longevity when
15 leaving one school District and beginning employment with another. If the school District to
16 which the person transfers has a different system for computing leave benefits, and other
17 benefits, then the employee shall be granted the same seniority, leave benefits and other
18 benefits as a person in that District who has similar occupational status and total years of
19 service.

20
21 **Section 16.2.3. Similar Work Experience.**

22 The new hire shall be permitted to transfer one (1) year for each year of similar prior work
23 experience to the maximum step not including longevity. Similar experience will be defined by
24 the size of the organization, employee's duties, responsibilities and possible certifications.

25
26 **Section 16.3. Overnight Reimbursement.**

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

29
30 **Section 16.4. Pay for Required Training.**

31 All employees subject to this bargaining agreement who are required to attend classes, programs,
32 meetings, etc., will be compensated for the time spent at these required functions at the employee's
33 hourly rate. Mileage and meal expenses shall be reimbursed at the appropriate rates. If a District
34 vehicle is not available, the employee may use their own vehicle with prior approval. The employee
35 shall be reimbursed mileage at the IRS rate.

36
37 When the District assigns additional duties to a specific employee, the employee will be provided any
38 necessary, specific training as determined by the Supervisor within a reasonable time prior to the date
39 of implementation.

40
41 **Section 16.4.1. Emergency Teaching Certificate.**

42 The District agrees to cover the costs incurred for a current employee to receive their
43 emergency teaching certificate per OSPI requirements, if requested by the district due to need.

44
45 **Section 16.5. Cost of Physical Exams.**

46 The District agrees to continue the practice of reimbursing employees for the cost of physical
47 examinations required as a condition of employment.

Section 16.6. Paydays.

All salary warrants will be paid on the last business day of the month, including December.

ARTICLE XVII

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1. Term of Agreement.

The term of this Agreement shall be from September 1, 2024 to August 31, 2027. Salaries and benefits shall be negotiated on an annual basis. State increases including benefits or cost of living adjustments (COLA) shall be granted to all employees during this period as set out by the state legislation.

Section 17.2. Agreement Reopeners.

This Agreement may be reopened and modified at any time during its term upon written mutual consent of the parties, provided, however, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 17.3. Validity of Agreement.

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

Section 17.4. Compliance of Agreement.

Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with State or Federal law, or regulations promulgated pursuant thereto.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

NEWPORT CHAPTER

NEWPORT SCHOOL DISTRICT #56-415

BY: Michelle Pierce
Michelle Pierce (Dec 9, 2024 15:44 PST)
Michelle Pierce, Chapter President

BY: David E Smith Jr.
David E Smith Jr. (Dec 9, 2024 13:34 PST)
David Smith, Superintendent

DATE: 12/09/24

Date: 12/09/24

SCHEDULE A
NEWPORT SCHOOL DISTRICT
September 1, 2024 – August 31, 2025

				1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18	19-20	21-22	23-24	25-26	27-28	29-30	
			<u>Sub Rate</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	
Administrative Secretary			\$20.50	\$ 22.78	\$ 23.24	\$ 23.70	\$ 24.17	\$ 24.66	\$ 25.15	\$ 25.65	\$ 26.17	\$ 26.69	\$ 27.22	\$ 27.77	\$ 28.32	\$ 28.89	\$ 29.47	\$ 30.06	
Secretary				\$ 20.30	\$ 20.71	\$ 21.12	\$ 21.54	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.78	\$ 24.26	\$ 24.75	\$ 25.24	\$ 25.75	\$ 26.26	\$ 26.79	
Custodial				\$ 21.98	\$ 22.42	\$ 22.87	\$ 23.33	\$ 23.79	\$ 24.27	\$ 24.75	\$ 25.25	\$ 25.75	\$ 26.27	\$ 26.79	\$ 27.33	\$ 27.88	\$ 28.43	\$ 29.01	
Food Service																			
Head Cook				\$19.56	\$ 21.73	\$ 22.17	\$ 22.61	\$ 23.06	\$ 23.53	\$ 24.00	\$ 24.48	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49	\$ 27.02	\$ 27.56	\$ 28.11	\$ 28.68
Assistant Cook				\$16.80	\$ 18.67	\$ 19.04	\$ 19.42	\$ 19.81	\$ 20.20	\$ 20.61	\$ 21.02	\$ 21.44	\$ 21.87	\$ 22.31	\$ 22.75	\$ 23.21	\$ 23.67	\$ 24.15	\$ 24.63
Food Service Worker				\$16.28	\$ 17.77	\$ 18.13	\$ 18.49	\$ 18.86	\$ 19.24	\$ 19.62	\$ 20.02	\$ 20.42	\$ 20.83	\$ 21.24	\$ 21.67	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.45
Librarian				\$17.36	\$ 19.29	\$ 19.68	\$ 20.07	\$ 20.47	\$ 20.88	\$ 21.30	\$ 21.73	\$ 22.16	\$ 22.60	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.46
Maintenance																			
Maintenance Technical			\$23.69		\$ 26.33	\$ 26.85	\$ 27.39	\$ 27.94	\$ 28.50	\$ 29.06	\$ 29.65	\$ 30.24	\$ 30.85	\$ 31.47	\$ 32.10	\$ 32.74	\$ 33.39	\$ 34.06	\$ 34.74
Maintenance			\$21.93		\$ 24.37	\$ 24.86	\$ 25.35	\$ 25.86	\$ 26.38	\$ 26.90	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12	\$ 29.70	\$ 30.30	\$ 30.90	\$ 31.52	\$ 32.16
Grounds			\$20.21		\$ 22.45	\$ 22.90	\$ 23.36	\$ 23.83	\$ 24.30	\$ 24.79	\$ 25.29	\$ 25.79	\$ 26.31	\$ 26.83	\$ 27.37	\$ 27.92	\$ 28.47	\$ 29.04	\$ 29.62
Paraeducator																			
Instructional			\$17.45		\$ 19.39	\$ 19.78	\$ 20.17	\$ 20.58	\$ 20.99	\$ 21.41	\$ 21.84	\$ 22.27	\$ 22.72	\$ 23.17	\$ 23.64	\$ 24.11	\$ 24.59	\$ 25.08	\$ 25.58
Severe Needs					additional \$1.00 an hour														
Registered Nurse			\$34.61		\$ 38.45	\$ 39.22	\$ 40.01	\$ 40.81	\$ 41.62	\$ 42.45	\$ 43.30	\$ 44.17	\$ 45.05	\$ 45.95	\$ 46.87	\$ 47.81	\$ 48.77	\$ 49.74	\$ 50.74
Computer Technician				No one in position. Wages will be negotiated when necessary.															
Summer Manual Labor/Grounds				Minimum Wage															
1) Substitute Employees will be paid at ninety percent (90%) of the step 1 rate of pay of the position they are substituting in.																			
2) All salary warrants to be paid on the last business office day of the month, including December.																			
3) The parties agree that the "percentage" increases as allocated by the legislature for salary during the term of the contract shall be applied to each of the salary steps on Schedule A.																			
4) Summer Manual Labor/Grounds paid current minimum wage rate.																			
5) Newport SD will pay classified employees two percent (2%) of their base pay salary as a one (1) time payment for the 2024-25 SY and 2025-26 SY out of the district's reserve funds.																			
Annual Longevity Pay																			
10-15	\$250.00	Qualifiers:																	
16-20	\$500.00	Washington State Experience and at least																	
21-25	\$750.00	7 years Newport School District Experience																	
26-29	\$1,000.00																		
30+	\$1,250.00																		
Paraeducator Training/Certification																			
\$100.00	40 hours completed & turned in																		
\$200.00	70 hours completed & turned in																		
\$250.00	71+ hours completed & turned in																		



APPENDIX A
Worker's Compensation Options

Newport School District #56-415

P.O. Box 70
1380 W. 5th Street
Newport, WA 99156

Phone: (509) 447-3167
Fax: (509) 447-2553
Web: www.newport.wednet.edu

Name: _____

Claim #: _____

Date of Injury #: _____

Worker's Compensation Insurance Time Loss Payment

☐ I wish to use my district sick leave and use my Worker's Compensation time loss payments to "buy back" sick leave. I understand that I must sign over my ESD payments to NSD to buy-back my sick leave.

☐ I wish to use my district sick leave and receive Worker's Compensation insurance time loss payments. I understand that I keep my time loss payment check from ESD and I will use my sick leave for any time that I am not working due to work injury. And, I understand that once I have fully exhausted my sick leave, I will be in leave without pay status for my time off.

☐ I wish to use my district vacation leave and receive Worker's Compensation insurance time loss payments. I understand that I keep my time loss payment check from ESD and I will use my vacation leave for any time that I am not working due to work injury. And, I understand that once I have fully exhausted my vacation leave, I will be in leave without pay status for my time off.

I understand that this decision will remain in effect for the duration of the associated claim and may not be changed.

Date

Signature

RCW 51.32.090(30), RCW 49.46.210

BOARD OF DIRECTORS: Connie Moore | Larry Sauer | April Owen | Rick Hughes | Jim Brewster
ADMINISTRATION: David E. Smith, Jr., Ed.D, Superintendent | Debra Buttrey, Business Manager
PRINCIPALS: Troy Whittle, Newport High | Tony Moser, Sadie Halstead Middle | Jenny Erickson, Stratton Elem

APPENDIX B PERFORMANCE REMEDIATION FORM

Performance Remediation Process. If an Employee is not performing satisfactorily according to the job description, the Supervisor and Program Administrator will complete a Performance Remediation Form with the Employee. The Employee must participate in the process. Identified areas in need of improvement must have been brought to the attention of the Employee previous to the implementation of this process. The District will provide a plan for improvement and the necessary help to give the Employee an opportunity to improve. The Performance Remediation process will be reviewed by the Supervisor, Program Administrator and the Employee according to the remediation timelines. An Employee in the remediation process is prohibited from changing positions if the areas in conflict appear on the job description of the new position. An Employee who has successfully remedied performance deficiencies within the probationary period will have no adverse effects from having gone through remediation. The District may directly discipline or discharge an Employee for justifiable cause without the implementation of this process. The Employee may request Association representation during this process.

PLEASE ATTACH ALL DOCUMENTATION TO THIS FORM

PERFORMANCE DEFICIENCY ACCORDING TO THE JOB DESCRIPTION:
IMPROVEMENT NEEDED:
PLAN FOR IMPROVEMENT:
TIMELINE AND DATES REVIEWED:
COMMENTS BY SUPERVISOR AND PROGRAM ADMINISTRATOR:

If satisfactory progress is not made in accordance with the above timelines, the Employee may be terminated. Discipline or discharge from the District is subject to the grievance procedure. Signing this form does not necessarily indicate agreement. Employee may attach a statement within 10 workdays.

(Principal)

(Date)

(Program Administrator)

(Date)

(Employee)

(Date)

APPENDIX C

Paraeducator Evaluation

NAME: _____ BUILDING: _____

POSITION: _____ SCHOOL YEAR: _____

CLASSIFIED EVALUATION For Paraeducator

ME - Meets Expectations
NA - Needs Attention

US - Does not Meet Expectations
NR - Not Relevant

1. PROFESSIONAL COMPETENCE & GENERAL JOB KNOWLEDGE			
A. Exhibits self-control, mature behavior/judgment		E. Provides instruction under direction of teacher	
B. Maintains appearance which is neat & appropriate		F. Knowledge of programs, rules & regulations	
C. Communicates effectively with other staff & parents		G. Demonstrates guidelines for confidential information	
D. Correct English usage (written and oral)		H. Attends training as requested	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Accomplishes work on schedule as requested (assists teacher with delivery of specially designed instruction in a timely manner)		C. Prompt and accurate with requests from teacher/supervisor	
B. Maintains files and accurate records		D. Follows teacher's plans and assigned schedule	
Comments:			
3. WORKING WITH STUDENTS			
A. Develops professional rapport with students		D. Explains directions or lessons clearly	
B. Demonstrates quiet, calm voice during instruction or when disciplining students.		E. Demonstrates consistency & fairness	
C. Makes provisions for students to be successful			
Comments:			
4. INITIATIVE			
A. Takes initiative in all aspects of work		C. Takes independent action as situation warrants	
B. Assists teachers and other para-educators (as necessary) in all duties requested		D. Exhibits flexibility and adapts to schedule changes	
Comments:			

5. WORKSTATION ENVIRONMENT			
A. Keeps work area orderly and returns materials		C. Selects & prepares equipment & materials	
B. Reports to scheduled station on time		D. Maintains plans and schedule sufficient for substitute	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Demonstrates sensitivity to the needs of others		B. Demonstrates a positive and cooperative attitude	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Takes steps to maintain or improve skills appropriate to position.		C. Responsive to constructive suggestion	
B. Evaluates own work and knowledge		D. Seeks help when appropriate	
Comments:			

ADDITIONAL COMMENTS (optional):

The employee's overall performance has been () Satisfactory () Unsatisfactory during the evaluation period *

I certify this evaluation has been discussed with me during a conference held on (date) _____. I understand my signature does not necessarily indicate agreement.

NOTE: My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 10 work days.

* if unsatisfactory, rationale must be attached. Remedial plans will be developed.

Employee Signature

Supervisor Signature

PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90 work- day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The evaluation, to be placed in the personnel file, will be discussed within 3 days at a conference between the supervisor and employee.
3. Any areas in which "Needs Attention" or "Does Not Meet Expectations" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy must be given to the employee upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate administrative supervisor.

DEFINITION OF PERFORMANCE RATING CATEGORIES

1. ME - Meets Expectations: The employee has met the performance expectations for this factor.
3. NA - Needs Attention: The employee has difficulty meeting the performance expectations for this factor.
4. US - Does Not Meet Expectations: The employee has failed to meet the performance expectations for this factor.
5. NR - Not Relevant

APPENDIX D **Administrative Secretary Evaluation**

Name: _____ Building: _____

Position: _____ School Year: _____

EE - Exceeds Expectations

ME - Meets Expectations

NA - Needs Attention

US - Unsatisfactory

NR - Not Relevant

1. TECHNICAL SKILLS			
A. Oversees and organizes the overall office functions		F. Correct spelling, accuracy & neatness	
B. Telephone skills		G. Oversees and operates student data systems	
C. Maintains staff & student records		H. Compiles data and maintains appropriate records and files accurately	
D. Ability to communicate (written and oral) using correct English		I. Assists in supervision and review of other employees and student workers performing clerical tasks	
E. Drafts letters, forms, and reports		J. Receive, register, screen, announce and refer visitors and students	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat, and thorough manner		C. Accomplishes work on schedule as requested	
B. Demonstrates ability to organize and prioritize work loads		D. Keeps accurate records of monetary collections	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Knowledge of school programs, rules & regulations		C. Supervises students appropriately when requested	
B. Maintains and deals with confidential information and communications in an ethical manner		D. Operates equipment properly showing concern for well-being of self and others	
Comments:			

4. INITIATIVE			
A. Identifies problems		C. Takes independent action as situation warrants	
B. Works independently with minimal supervision		D. Seeks help as situation warrants	
Comments:			
5. PERSONAL CHARACTERISTICS			
A. Dependability		E. Adapts readily to new situations, demands and emergencies	
B. Attendance		F. Shows interest and pride in work	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner	
D. Maintains appearance which is neat and appropriate		H. Sensitive to needs of others	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents, and community		B. Demonstrates positive teamwork	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Takes steps to maintain or improve skills appropriate to position		B. Responsive to constructive suggestion	
Comments:			

ADDITIONAL COMMENTS:

The employee's overall performance has been ☐ Satisfactory ☐ Unsatisfactory during the evaluation period.*

I certify this evaluation has been discussed with me during a conference held on (date)_____. I understand my signature does not necessarily indicate agreement.

* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

NOTE: My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

Employee Signature

Supervisor Signature

PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90-day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually.

The written evaluation is to be completed by the immediate supervisor.

DEFINITION OF PERFORMANCE RATING CATEGORIES

EE - Exceeds Expectations: The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the District through such performance.

ME - Meets Expectations: The employee has met the performance expectations for this factor.

NA - Needs Attention: The employee has difficulty meeting the performance expectations for this factor.

US - Unsatisfactory: The employee has failed to meet the performance expectations for this factor.

NR - Not Relevant

APPENDIX E **Computer Technician Evaluation**

Name: _____

Position: _____ **School Year:** _____

EE – Exceeds Expectations

ME – Meets Expectation

NA – Needs Attention

1. TECHNICAL SKILLS			
A. Troubleshooting Knowledge		D. Software installation	
B. Computer Repair		E. Preventative maintenance	
C. Server Knowledge/Repair		F. Phone System Knowledge/Repair	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat, and thorough manner		C. Accomplishes work on schedule	
B. Demonstrates ability to organize and prioritize work loads		D. Uses discretionary time effectively	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Understands and follows District and building/department policies, procedures, and practices		C. Inventories, orders, stores and uses materials wisely	
B. Maintains and deals with confidential information and communications in an ethical manner		D. Operates equipment properly showing concern for well-being of self and others	
Comments:			
4. INITIATIVE			
A. Identifies problem		C. Takes independent action as situation warrants.	
B. Determines course of action within assignment			
Comments:			

5. PERSONAL CHARACTERISTICS			
A. Dependability		E. Adapts readily to new situations, demands and emergencies	
B. Attendance		F. Shows interest and pride in work	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner	
D. Maintains appearance appropriate to type of work being performed		H. Sensitive to needs of others	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents and community		B. Demonstrates teamwork	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Strives for personal and/or professional growth		B. Responsive to constructive suggestion	
Comments:			

US – Unsatisfactory

NR – Not Relevant

ADDITIONAL COMMENTS:

I certify this evaluation has been discussed with me during a conference held on (date) _____ . I understand my signature does not necessarily indicate agreement.

NOTE: Any disagreement within this evaluation between supervisor and employee must be indicated in writing, dated, and signed by both parties within five (5) working days after the conference and a copy shall be attached to the evaluation form.

Employee Signature

Supervisor Signature

PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90-day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually.

APPENDIX F Custodian Evaluation

Name: _____ Building: _____

Position: _____ School Year: _____

EE - Exceeds Expectations
US - Unsatisfactory

ME - Meets Expectations
NR - Not Relevant

NA - Needs Attention

1. TECHNICAL SKILLS			
A. Uses accepted methods to complete all cleaning tasks.		F. Assists in facility assessments and related record keeping as necessary.	
B. Cleaning, housekeeping, and maintenance duties are performed adequately.		G. Picks up litter and trash as needed to maintain a positive school image.	
C. Takes initiative in all aspects of work.		H. Willing to respond to restroom emergencies as requested or necessary.	
D. Takes responsibility for building security and alarm systems as needed.		I. Takes initiative in daily surveillance of building and grounds.	
E. Handles all chemical supplies according to manufacturer and MSDS instructions.		J. Keeps accurate written records as directed.	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Completes assigned work in a timely and thorough manner.		D. Uses discretionary time effectively.	
B. Demonstrates ability to organize and prioritize workloads.		E. Demonstrates physical fitness qualifications needed in order to accomplish tasks listed in Custodial Job Description.	
C. Takes initiative in all aspects of work and accomplishes work on schedule.			
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Knowledge of school programs, rules and regulations; Understands and follows District building/dept. policies, procedures and practices.		C. Plans and schedules are sufficient to meet the needs of daily assigned duties.	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others.	
Comments:			

4. INITIATIVE			
A. Identifies problem.		C. Takes independent action as situation warrants.	
B. Works independently with minimal supervision.		D. Seeks help as situation warrants.	
Comments:			
5. PERSONAL CHARACTERISTICS			
A. Dependability/Attendance		E. Adapts readily to new situations, demands and emergencies.	
B. Exhibits self-control, mature behavior, and Judgment.		F. Responds positively to all suggestions for improvement.	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner.	
D. Maintains appearance which is neat and appropriate.		H. Sensitive to needs of others.	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents, and community when necessary.		B. Demonstrates positive teamwork.	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Takes steps to maintain or improve as appropriate to position.		B. Responsive to constructive suggestion.	
Comments:			

ADDITIONAL COMMENTS:

The employee's overall performance has been () Satisfactory () Unsatisfactory during the evaluation period*

I certify this evaluation has been discussed with me during a conference held on (date)_____. I understand my signature does not necessarily indicate agreement.

* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

NOTE: My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

Employee Signature

Supervisor Signature

PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90-day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

DEFINITION OF PERFORMANCE RATING CATEGORIES

EE - Exceeds Expectations: The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the District through such performance.

ME - Meets Expectations: The employee has met the performance expectations for this factor.

NA - Needs Attention: The employee has difficulty meeting the performance expectations for this factor.

US - Unsatisfactory: The employee has failed to meet the performance expectations for this factor.

NR - Not Relevant

APPENDIX G **Food Service Evaluation**

Name: _____ Building: _____

Position: _____ School Year: _____

EE - Exceeds Expectations
US - Unsatisfactory

ME - Meets Expectations
NR - Not Relevant

NA - Needs Attention

1. TECHNICAL SKILLS			
A. Prepares and serves food in proper manner		C. Maintains cleanliness of food preparation area	
B. Follows standard food portion controls and price schedules			
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat, and thorough manner		C. Accomplishes work on schedule	
B. Demonstrates ability to organize and prioritize workloads		D. Uses discretionary time effectively	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Understands and follows District and building/department policies, procedures, and practices		C. Inventories, orders, stores, and uses materials wisely	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others	
Comments:			
4. INITIATIVE			
A. Identifies problems.		C. Takes independent action as situation warrants	
B. Determines course of action within assignment			
Comments:			

5. PERSONAL CHARACTERISTICS			
A. Dependability		E. Adapts readily to new situations, demands and emergencies	
B. Attendance		F. Shows interest and pride in work	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner	
D. Maintains appearance appropriate to type of work being performed		H. Sensitive to needs of others	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents, and community when necessary.		B. Demonstrates positive teamwork.	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Takes steps to maintain or improve as appropriate to position.		B. Responsive to constructive suggestion.	
Comments:			

ADDITIONAL COMMENTS:

The employee's overall performance has been () Satisfactory () Unsatisfactory during the evaluation period*

I certify this evaluation has been discussed with me during a conference held on (date)_____.
I understand my signature does not necessarily indicate agreement.

* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

NOTE: My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

Employee Signature

Supervisor Signature

PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90-day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

DEFINITION OF PERFORMANCE RATING CATEGORIES

EE - Exceeds Expectations: The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the District through such performance.

ME - Meets Expectations: The employee has met the performance expectations for this factor.

NA - Needs Attention: The employee has difficulty meeting the performance expectations for this factor.

US - Unsatisfactory: The employee has failed to meet the performance expectations for this factor.

NR - Not Relevant

APPENDIX H

Maintenance Evaluation

Name: _____ Building: _____

Position: _____ School Year: _____

EE - Exceeds Expectations

ME - Meets Expectations

NA - Needs Attention

US - Unsatisfactory

NR - Not Relevant

1. TECHNICAL SKILLS			
A. Heating		F. Cleaning, housekeeping and maintenance	
B. Electrical		G. Practices preventative maintenance	
C. Mechanical		H. Grounds	
D. Equipment		I. Building Security	
E. Technical equipment		J. Maintains current appropriate license	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat, and thorough manner		C. Accomplishes work on schedule	
B. Demonstrates ability to organize and prioritize workloads		D. Uses discretionary time effectively	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Understands and follows District and building/department policies, procedures, and practices.		C. Inventories, orders, stores, and uses materials wisely.	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others.	
Comments:			

4. INITIATIVE			
A. Identifies problems.		C. Takes independent action as situation warrants.	
B. Determines course of action within assignment.			
Comments:			
5. PERSONAL CHARACTERISTICS			
A. Dependability		E. Adapts readily to new situations, demands and emergencies.	
B. Attendance		F. Shows interest and pride in work.	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner.	
D. Maintains appearance appropriate to type of work being performed.		H. Sensitive to needs of others.	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents, and community when necessary.		B. Demonstrates positive teamwork.	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Strives for personal and-or professional growth.		B. Responsive to constructive suggestion.	
Comments:			

ADDITIONAL COMMENTS:

The employee's overall performance has been () Satisfactory () Unsatisfactory during the evaluation period*

I certify this evaluation has been discussed with me during a conference held on (date)_____. I understand my signature does not necessarily indicate agreement.

* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

NOTE: My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

Employee Signature

Supervisor Signature

PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90-day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

DEFINITION OF PERFORMANCE RATING CATEGORIES

EE - Exceeds Expectations: The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the District through such performance.

ME - Meets Expectations: The employee has met the performance expectations for this factor.

NA - Needs Attention: The employee has difficulty meeting the performance expectations for this factor.

US - Unsatisfactory: The employee has failed to meet the performance expectations for this factor.

NR - Not Relevant

APPENDIX I **Secretarial Evaluation**

Name: _____ Building: _____

Position: _____ School Year: _____

EE - Exceeds Expectations

ME - Meets Expectations

NA - Needs Attention

US - Unsatisfactory

NR - Not Relevant

1. TECHNICAL SKILLS			
A. General clerical duties & office procedures.		F. Correct spelling.	
B. Telephone skills.		G. Accuracy and neatness.	
C. Financial & accounting records.		H. Compiles data and maintains appropriate records and files accurately.	
D. Ability to communicate (written & oral).		I. Attends training as requested.	
E. Correct English usage (written and oral).		J. Maintains confidentiality of information.	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat, and thorough manner.		C. Accomplishes work on schedule as requested.	
B. Demonstrates ability to organize and prioritize workloads.		D. Balances cash boxes.	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Knowledge of school programs, rules & regulations.		C. Supervises students appropriately when requested.	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others.	
Comments:			

4. INITIATIVE			
A. Identifies problems.		C. Takes independent action as situation warrants.	
B. Assists administrative secretary in all duties requested.		D. Seeks help as situation warrants.	
Comments:			
5. PERSONAL CHARACTERISTICS			
A. Dependability.		E. Adapts readily to new situations, demands and emergencies.	
B. Attendance.		F. Shows interest and pride in work.	
C. Punctuality (breaks, arrival, and departure).		G. Approaches work in a positive manner.	
D. Maintains appearance which is neat and appropriate.		H. Sensitive to needs of others.	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents, and community.		B. Demonstrates positive teamwork.	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Takes steps to maintain or improve skills appropriate to position.		B. Responsive to constructive suggestion.	
Comments:			

ADDITIONAL COMMENTS:

The employee's overall performance has been
☐ Satisfactory ☐ Unsatisfactory during the evaluation period.*

I certify this evaluation has been discussed with me during a conference held on (date)_____. I understand my signature does not necessarily indicate agreement.

* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

NOTE: My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

Employee Signature

Supervisor Signature

PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90-day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

DEFINITION OF PERFORMANCE RATING CATEGORIES

EE - Exceeds Expectations: The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the District through such performance.

ME - Meets Expectations: The employee has met the performance expectations for this factor.

NA - Needs Attention: The employee has difficulty meeting the performance expectations for this factor.

US - Unsatisfactory: The employee has failed to meet the performance expectations for this factor.

NR - Not Relevant

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, NEWPORT CHAPTER AND THE NEWPORT SCHOOL DISTRICT #56-415 PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and PSE understand the importance of sustainable salary schedules and with the uncertainty of future funding sources the parties agree:

- 1) The district will pay classified employees' two percent (2%) of their base pay salary as a one (1) time payment for the 2024-24 school year and the 2025-26 school year.
- 2) The employee will have the option of having their payment made semi-annually (January and June payroll) or annually (June payroll).

This MOU shall become effective September 1, 2024, will remain in effect through August 31, 2026, and will be attached to the Current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

NEWPORT CHAPTER NEWPORT SCHOOL DISTRICT #56-415

BY: *Michelle Pierce*
Michelle Pierce (Dec 9, 2024 15:44 PST)
Michelle Pierce, Chapter President

BY: *David E Smith Jr.*
David E Smith Jr. (Dec 9, 2024 13:34 PST)
David Smith, Superintendent

DATE: 12/09/24

DATE: 12/09/24

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, NEWPORT CHAPTER AND THE NEWPORT SCHOOL DISTRICT #56-415 PURSUANT TO ARTICLE XVII, SECTION 17.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Paraeducators Working With Severe Needs Students.

The Newport School District agrees to pay an additional dollar (\$1.00) an hour to those staff who are working with students that have severe needs. A student with severe needs is a student that:

- Middle School or High School aged
- Non-verbal
- Combative on a regular basis
- Requires toileting or diaper changing on a regular basis
- One- on- one required
- Self- contained

Paraeducators who are assigned to work with students who have severe needs will be compensated one additional dollar (\$1.00) per hour for each hour that the individual is assigned to be the designated para supervising the student. Only the designated para will receive the additional compensation. Students who require the above will be designated as having severe needs which will indicate that the para will document on their timesheet when they are assigned to and have worked with the student. Paras will receive the additional dollar (\$1.00) per hour only when they are actively working with the student. If the student is absent for any reason, the extra compensation will not be documented on the timesheet.

This MOU shall become effective September 1, 2024, will remain in effect through August 31, 2026, and will be attached to the Current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON /SEIU LOCAL 1948

NEWPORT CHAPTER

BY: Michelle Pierce
Michelle Pierce (Dec 9, 2024 15:44 PST)
Michelle Pierce, Chapter President

DATE: 12/09/24

NEWPORT SCHOOL DISTRICT #56-415

BY: David E Smith Jr.
David E Smith Jr. (Dec 9, 2024 13:34 PST)
David Smith, Superintendent

DATE: 12/09/24











Newport CBA 20210901 (2021-2024)

Final Audit Report

2024-12-09

Created:	2024-12-09
By:	Amy Harting (aharting@pseofwa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4rM9ouZrkLwQOiVJGjR6zl2xaqavEvNd

"Newport CBA 20210901 (2021-2024)" History

-  Document created by Amy Harting (aharting@pseofwa.org)
2024-12-09 - 9:28:24 PM GMT
-  Document emailed to smithdave@newportgriz.com for signature
2024-12-09 - 9:28:37 PM GMT
-  Document emailed to piercemichelle@newportgriz.com for signature
2024-12-09 - 9:28:38 PM GMT
-  Email viewed by smithdave@newportgriz.com
2024-12-09 - 9:32:31 PM GMT
-  Signer smithdave@newportgriz.com entered name at signing as David E Smith Jr.
2024-12-09 - 9:34:25 PM GMT
-  Document e-signed by David E Smith Jr. (smithdave@newportgriz.com)
Signature Date: 2024-12-09 - 9:34:27 PM GMT - Time Source: server
-  Email viewed by piercemichelle@newportgriz.com
2024-12-09 - 11:28:42 PM GMT
-  Signer piercemichelle@newportgriz.com entered name at signing as Michelle Pierce
2024-12-09 - 11:44:37 PM GMT
-  Document e-signed by Michelle Pierce (piercemichelle@newportgriz.com)
Signature Date: 2024-12-09 - 11:44:39 PM GMT - Time Source: server
-  Agreement completed.
2024-12-09 - 11:44:39 PM GMT