

COLLECTIVE BARGAINING AGREEMENT BETWEEN

ROSALIA SCHOOL DISTRICT #320

AND

PUBLIC SCHOOL EMPLOYEES OF ROSALIA

September 1, 2023 – August 31, 2026



Public School Employees of Washington/SEIU Local 1948

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1 **Section 1.3.**

2 Within one hundred eighty (180) days following execution of this Agreement, the District will provide
3 the Association with complete job descriptions for all employees subject to this Agreement. The District
4 will provide the Association with such amendments, changes, and additions to job descriptions as they
5 may from time to time occur.
6

7 **Section 1.4.**

8 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
9 following general job classifications: Food Service, Transportation, Secretaries, Custodial/Maintenance,
10 Paraeducators, and Technician.
11

12 **Section 1.4.1. Substitute Employees.**

13 A substitute employee is one who fills in for another employee.

- 14 1. Substitute employees who work less than thirty (30) workdays during the current or
15 immediately preceding school year are not covered by this Agreement.
- 16 2. Substitute employees doing bargaining unit work who work thirty (30) workdays during the
17 current or immediately preceding school year period and continue to be available for work,
18 will be included in the bargaining unit limited to benefits as provided by Section 1.4.2.
- 19 3. Employees hired to fill positions on Board approved leaves of absences will be hired for
20 the duration of such leave, during which time they shall be subject to all provisions of this
21 Agreement.
22

23 **Section 1.4.2.**

24 Substitute employees and student assistants who work thirty (30) workdays will be limited to the
25 following benefits and requirements of the contract: Articles I, II, III, IV; retirement as required
26 by PERS; SERS; FICA and L&I; pay at the current rate of pay on Schedule A; seniority will not
27 accrue; and membership options are not required.
28
29

30 **ARTICLE II**

31 **RIGHTS OF THE EMPLOYER**

32 **Section 2.1.**

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

43 **Section 2.2.**

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

RIGHTS OF THE EMPLOYEES

Section 3.1.

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. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

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.

Section 3.3.

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

Section 3.4.

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

Section 3.5.

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 a 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 3.6.

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District administration office. Each employee shall have the right upon request, and after making an appointment for that purpose with the personnel administrator, to review the contents of his/her official personnel file. The review shall be made in the presence of the administrator responsible for safekeeping of these files. During the review employees shall be allowed to copy any material therein and shall be permitted to make a written inventory of material there, and, on request, have such inventory signed and dated by a representative of the administration. The employee and the employee's supervisor will sign any material of a derogatory nature placed in the employee's file. A copy of the material will be given to the employee. Upon written request to the Superintendent, an employee may request that derogatory material be removed from the file three (3) years from the date of insertion.

Employee medical information and grievance information will not be kept in the employee's personnel file.

1 **Section 3.7.**

2 Under this agreement the supervisor will evaluate classified employees by June 1 of each year. The
3 evaluation is to be based on observed criteria within the job description. Issues contained in the formal
4 evaluation which reflect negative or substandard job performance by the employee will be issues that
5 have been previously discussed with that employee by the supervisor. The formal written annual
6 evaluation shall be placed in the personnel file and shall be discussed at a joint conference between the
7 supervisor and the employee. A copy of the formal evaluation shall be provided to the employee at the
8 evaluation conference. Employees shall have the right to attach a written response to the evaluation
9 provided such attachment is submitted within ten (10) workdays of receipt of the evaluation copy. The
10 form to be used is attached to this agreement as Schedule C.

11
12 **Section 3.8. Reasonable Assurance of Employment.**

13 This section is intended to be applicable to those employees whose duties necessarily imply less than
14 twelve (12) months (excluding vacations) work per year. The District shall notify employees of its intent
15 to rehire the employees for the next school year, prior to the employee’s last working day of the current
16 school year.

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18
19 **ARTICLE IV**

20
21 **RIGHTS OF THE ASSOCIATION**

22
23 **Section 4.1.**

24 The Association has the right and responsibility to represent the interests of all employees in the unit, to
25 present its views to the District on matters of concern either orally or in writing; to consult or to be
26 consulted with respect to the formulation, development, and implementation of industrial relations
27 matters and practices which are within the authority of the District; and to enter collective negotiations
28 with the object of reaching an agreement applicable to all employees within the bargaining unit.

29
30 **Section 4.2.**

31 The Association shall promptly be notified by the District of any grievances or disciplinary actions of
32 any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure
33 Articles contained herein. The Association is entitled to have an observer at hearings conducted by any
34 District official or body arising out of grievance and to make known the Association’s views concerning
35 the case.

36
37 **Section 4.3. New Member Orientation.**

38 An integral part of each employee’s tenure with the employer is understanding of this Agreement and
39 the role of the Association in the employment setting. As such, each new employee, as part of his/her
40 orientation shall be provided an opportunity to attend a paid thirty (30) minute session where they will
41 receive an overview of the Association and this Agreement. The parties agree that it is highly beneficial
42 for all bargaining unit employees to receive a comprehensive new employee orientation and the district
43 shall provide the opportunity to the newly hired employee within ten (10) days of being hired.

44
45 The Association orientation session will be conducted by representatives designated by the Association.
46 The District’s representative(s) will be absent from the room during this section of the new employee
47 orientation. The Association will provide the District with copies of all materials which will be
48 distributed during this session.



1 **Section 4.4.**

2 The Association reserves and retains the right to delegate any right or duty contained herein to
3 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State
4 Organization.

5
6 **Section 4.5.**

7 The District shall provide bulletin board space in each school for the use of the Association. Bulletins
8 posted by the Association are the responsibility of the officials of the Association and the Association
9 officials are responsible for the prompt removal of notices after they have served their purpose.

10
11 **Section 4.6.**

12 The Association shall have the right to use school facilities and equipment at reasonable times when
13 such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials
14 and supplies incident to such use. The Association shall have the right to use District buildings for
15 meetings and to transact official business.

16
17 **Section 4.7.**

18 The Association may use school mail facilities, electronic mail, or other communication services for
19 distribution of official Association communications. School mail and facilities shall be used for purposes
20 intended to enhance District-employee relations. District mail facilities shall not be used to distribute
21 materials in support or opposition to statewide election issues or election campaigns.

22
23 **Section 4.8.**

24 Release time for Rosalia PSE members requested by the Public School Employees of Washington/SEIU
25 Local 1948 (PSE) State organization may be granted to the employee. All costs associated with the
26 employee’s absence will be reimbursed by PSE. Request for release time will be handled through the
27 Superintendent.

28
29
30 **ARTICLE V**

31
32 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

33
34 **Section 5.1.**

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

39
40 **Section 5.2.**

41 It is further agreed and understood that the District will consult with the Association, and meet with the
42 Association upon its request, in the formulation of any changes being considered in existing benefits,
43 policies, practices and procedures.

44
45 **Section 5.3.**

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



1 **Section 5.4.**

2 The Association will, from time to time, as appropriate, be advised of current and predicted workload
3 information.

4
5 **Section 5.5. School Calendar.**

6 The District agrees to meet and confer regarding the calendar. Representative(s) from the Association
7 will be on the District’s Calendar Committee and the members of the Association will be allowed to
8 vote on proposed calendars before the calendar receiving the majority of votes is presented to the
9 District Board of Directors for consideration. In the event of an unanticipated school closure, the
10 Association will be consulted before days are designated to make up missed time due to the “school
11 closure”.

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14 **ARTICLE VI**

15 **ASSOCIATION REPRESENTATION**

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18 **Section 6.1.**

19 The Association will designate a Conference Committee of two (2) members who will meet with the
20 Superintendent of the District and the Superintendent’s representatives on a mutually agreeable regular
21 basis to discuss appropriate matters.

22
23 **Section 6.2.**

24 The District will allow sufficient time during working hours for Association representatives to prepare
25 an agenda for meetings scheduled with the Superintendent in accordance with Section 6.1. The District
26 will provide suitable space to conduct such meetings.

27
28 **Section 6.3.**

29 When formal meetings are held between representatives of the Association and representatives of the
30 District pursuant to Section 6.1, minutes shall be prepared.

31
32 **Section 6.4.**

33 The Association representatives shall represent the Association and employees in meeting with officials
34 of the District to discuss appropriate matters of mutual interest. They may receive and investigate to
35 conclusion complaints or grievances of employees on District time and thereafter advise employees of
36 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving
37 the grievances or complaints.

38
39 They may not, however, continue to advise the employee on courses of action after the employee has
40 indicated a desire not to pursue a grievance. This does not, however, preclude the Association’s right to
41 pursue the matter to conclusion. They may consult with the District on complaints without a grievance
42 being made by an individual employee.

43
44 **Section 6.5.**

45 Association representatives, when leaving their work, shall first obtain permission from their immediate
46 supervisor. The employees will report their return to work to their supervisors.



1 **Section 6.6.**

2 Time during working hours will be allowed Association representatives for attendance at meetings with
3 the District. Time will also be allowed for representatives to discuss with the employees’ grievances and
4 appropriate matters directly related to work situations in their area or craft. Association representatives
5 will guard against the use of excess time in the handling of such matters.
6

7 **Section 6.7.**

8 Visitation rights shall be granted to designated representatives of the Association to visit with employees
9 in the bargaining unit for purposes of grievance procedures and/or general information. The visiting
10 representative shall notify the School District of his/her arrival.
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14 **ARTICLE VII**

15 **HOURS OF WORK AND OVERTIME**

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18 **Section 7.1.**

19 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
20 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee
21 to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.
22

23 **Section 7.2.**

24 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
25 permanently changed without prior notice to the employee of three (3) calendar weeks; provided,
26 however, this notice may be waived by the employee. This section shall not apply in times of
27 emergency.
28

29 **Section 7.3.**

30 Each employee shall be assigned to a definite shift with designated times of beginning and ending. Each
31 work shift shall include a minimum thirty (30) minute uninterrupted lunch period as near the middle of
32 the shift as is practicable and including a fifteen (15) minute first half and fifteen (15) minute second
33 half rest period, both of which rest periods shall occur as near the middle of each half shift as is
34 practicable.
35

36 **Section 7.4.**

37 Classified staff will be given the opportunity to schedule school improvement workshops once each
38 semester (two [2] annually) during scheduled early-out days. Staff will be paid regular hourly salaries
39 for in-services. Any additional in-service must be approved by the Superintendent.
40

41 **Section 7.5.**

42 Paraeducators will be given the opportunity to work twenty-eight (28) hours for the purpose of meeting
43 the paraeducator Fundamental Course of Study. Employees shall be compensated at their normal hourly
44 rate for all district-approved hours.
45

46 **Section 7.5.1. Paraeducator Training.**

47 Effective September 1, 2019, all paraeducators defined as classified school employees who work
48 under the supervisor of certificated or licensed staff member to support and assist in providing



1 instructional and other services to students and their families must meet the following minimum
2 requirements:

- 3
- 4 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent;
5 **and**
- 6 2. (a) Have received a passing grade on the education testing service paraeducator
7 assessment; **or**
8 (b) Hold an associate of arts degree; **or**
9 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits
10 at an institution or higher educator; **or**
11 (d) Have completed a registered apprenticeship program.

12
13 Paraeducators who have successfully completed the ETS will be required to complete the
14 Fundamental Course of Study (FCS). Starting with the 2019-2020 school year, the District must
15 provide 28 hours of paid training in the 2019-2020 school year and cover associated costs on the
16 state standards of practice for all paraeducators. The District will provide access to computers
17 and other technology needed to be successful in obtaining the FCS and certificates.

18
19 Paraeducators are eligible to earn a General Certificate by completing an additional 70 hours of
20 courses on the standards of practice. The General Certificate must be completed within three (3)
21 years of finishing the FCS and will not expire.

22
23 Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the
24 English Language Learner (ELL) Subject Matter and the Special Education Subject Matter
25 Certificates. Both certificates require 20 hours of professional development in their specific
26 subject area and the certificates will expire after five (5) years. Course hours for the SMC will
27 count towards the General Certificate.

28
29 Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete 75
30 hours of professional development related to the following duties: assisting in highly impacted
31 classroom, assisting in specialized instructional support and instructional technology
32 applications, mentoring and coaching other paraeducators and acting as a short-term emergency
33 substitute teacher.

34
35 Professional development hours which include clock hours, and the state approved
36 apprenticeship program will count towards continuing education credit hours.

37
38 **Section 7.5.2. ESSA (Every Student Succeeds Act).**

39 All paraeducators will meet the ESSA requirements. New employees not meeting the
40 requirements with an AA degree, Bachelor's degree or the required amount of college credits
41 will be required to take the ETS Exam. Once hired, the new employee will have thirty (30)
42 workdays to pass the ETS exam and will remain at substitute pay until he/she passes said exam.
43 If the paraeducator passes the exam in the thirty (30) workday period, his/her seniority date will
44 be the day on which he/she began continuous daily employment with the District. Should the
45 paraeducator not pass the exam within the thirty (30) workday period his/her seniority date will
46 be the date on which he/she passed the exam.

1 The District will provide study materials and will cover the cost of the exam the first time the
2 paraeducator takes the test. Should the paraeducator fail the exam subsequent tests will be at the
3 employee's expense.
4

5 **Section 7.5.3. Professional Development Training for Paraeducators.**

6 Professional development training for paraeducators will meet all current standards in
7 accordance with state requirements. If there is new legislation that mandates new standards the
8 collective bargaining agreement will be reopened to bargain for changes regarding the
9 requirements of the new standards.
10

11 **Section 7.6.**

12 Classified employees will be invited to District-wide orientation activities before school starts in the fall.
13 Employees not already receiving pay for the day will be paid for the actual time spent in orientation
14 activities.
15

16 **Section 7.7.**

17 Employees required to work through their regular lunch periods will be given time to eat at a time
18 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
19 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
20 compensated for the foregone lunch period at overtime rates.
21

22 **Section 7.8.**

23 Employees requested to work a shift in a higher paid classification or job category shall receive
24 compensation at their longevity step within the higher paid classification or job category. When the
25 Assistant Cook substitutes for the Head Cook, the Assistant will be paid Head Cook wage.
26

27 **Section 7.9.**

28 All hours worked more than forty (40) hours per week shall be compensated at the rate of one and one-
29 half (1½) times the employee's base hourly rate. Employees called for special service shall be paid for
30 hours worked, minimum of two (2) hours per call. Upon mutual agreement between the District and the
31 employee, compensatory time may be taken in lieu of overtime payment, according to the Fair Labor
32 Standards Act.
33

34 **Section 7.10. School Closure Due to Emergency.**

35 In the event of an unusual school closure due to an emergency, the district will make every effort to
36 notify each employee of such closure. It is the employee's responsibility to retrieve phone messages,
37 listen to news reports, and make every effort to obtain information on school closures. If employees are
38 unable to work due to an emergency school closure the employees will have the option to use one of the
39 following: 1) use emergency leave, sick leave, or personal leave; or 2) work the hours lost; or 3) take a
40 deduction in pay. Make-up hours must be completed prior to the end of the employee's pay cycle.
41

42 **Section 7.11. Transportation.**

43
44 **Section 7.11.1.**

45 Recognizing that personnel in the Transportation Unit present special shift problems, the parties
46 agree that shifts shall be established in that unit in relation to regular routes and driving times
47 requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that
48 the driver shall be entitled to a minimum shift of four (4) hours per day (AM and PM route time),

1 as determined by the Supervisor of Transportation with input from the driver. The four (4) hours
2 will include thirty (30) minutes per day for the purpose of performing pre and post trip
3 inspection, and other duties as assigned including but not limited to bus cleanup, warm-up,
4 fueling, department meetings, and periodic washing of the bus.

5
6 **Section 7.11.2.**

7 All trips other than regular daily scheduled routes (extra trips) shall be assigned to those drivers
8 who drive regular daily scheduled routes. Unless circumstances prohibit, all extra trips shall be
9 posted in the bus garage at least one (1) week prior to the day of the trip. Drivers shall indicate
10 their availability for these trips by signing up for them at least forty-eight (48) hours prior to the
11 departure time of the trip. Trips shall be assigned by the transportation supervisor who shall
12 consider the choice of drivers when making these assignments and shall make reasonable effort
13 to distribute trip assignments so that all drivers are afforded the opportunity to earn an equal
14 amount of pay for extra trips.

15
16 Drivers shall be paid according to Schedule A. On overnight trips the pay period shall begin with
17 the first driving assignment in the morning and end with the last driving assignment in the
18 evening.

19
20 If no regular driver is available for an extra trip, the transportation supervisor or his/her designee
21 may assign any person who is qualified to take the trip.

22
23 **Section 7.11.3.**

24 The District shall provide compensation for meals and lodging on overnight trips.

25
26 **Section 7.11.4.**

27 In the event an extra trip is canceled once the driver has reported for the extra trip, the driver will
28 be paid one-half (1/2) hour call out pay.

29
30 **Section 7.11.5. Route Bid.**

31 Route time shall be a guaranteed minimum at the time of the bid. Adjustments to routes will be
32 made and bid annually between September 15 and October 1. Routes posted subsequent to the
33 annual bid shall be posted in accordance with the terms of Section 10.9 of this Agreement.

34
35 **Section 7.11.6.**

36 All information concerning the routes will be given to the drivers at least one (1) week (five [5]
37 workdays) prior to the annual bid.

38
39 **Section 7.11.7. Midday Routes.**

40 Midday routes shall be bid as a separate route by seniority and shall be included with the AM
41 and PM routes for benefit and pay purposes. Midday route time shall be adjusted in fifteen (15)
42 minute increments.

43
44 **Section 7.11.8. Sports Shuttle Runs.**

45 Sports shuttle runs shall be bid as a separate run by seniority and availability. In addition to the
46 run time, drivers will be compensated thirty (30) minutes for pre and post inspection.

47

1 **Section 7.12.**

2 All drivers shall be compensated at the driver’s hourly rate for a minimum of one (1) hour when in
3 attendance at drivers’ meetings held outside of their regular work shift.
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7 **ARTICLE VIII**

8 **HOLIDAYS AND VACATIONS**

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10
11 **Section 8.1.**

12 Each twelve (12) month employee shall receive the following paid holidays:

- | | | |
|----|---------------------------|-----------------------------------|
| 13 | 1. New Year’s Day | 7. Veterans Day |
| 14 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 15 | 3. Presidents’ Day | 9. Day after Thanksgiving |
| 16 | 4. Memorial Day | 10. Christmas Day |
| 17 | 5. Independence Day | 11. Day before or after Christmas |
| 18 | 6. Labor Day | |

19
20
21 **Section 8.1.1.**

22 Less than twelve (12) month employees shall receive the following paid holidays that fall within
23 their work year:

- 24 1. New Year’s Day
- 25 2. Thanksgiving Day
- 26 3. Day after Thanksgiving Day
- 27 4. Day before or after Christmas Day
- 28 5. Christmas Day
- 29 6. Memorial Day

30
31
32
33 **Section 8.1.2.**

34 Employees who are required to work on the above-described holidays shall receive the pay due
35 them for the holiday, plus twice their base pay for all hours worked on such holidays.
36

37 **Section 8.2.**

38 Each twelve (12) month employee shall receive the following paid vacations: Upon completion of one
39 (1) year, each employee shall earn two (2) weeks paid vacation; upon completion of five (5) years, each
40 employee shall receive three (3) weeks paid vacation.
41

42 **Section 8.2.1.**

43 Upon approval of the immediate supervisor and the Superintendent, an employee may carry-
44 over up to a maximum of five (5) days of unused vacation time for a period not to exceed one
45 (1) year from the date the vacation time was earned. If the carry-over days are not used in this
46 one (1) year period, these days will be lost to the employee.
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ARTICLE IX

LEAVES

Section 9.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave will be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days.

Section 9.1.1.

The District shall institute a sick-leave cash-out program when, if and only to the extent that said program is funded by the State of Washington.

Section 9.2. Sick Leave Sharing.

Association members may participate in Leave Sharing as per Board Policy #BP5328 and RCW 41.04.665.

Section 9.3. Bereavement Leave.

Employees will be allowed three (3) days aggregate paid leave per year in cases of the death of a loved one. Such leave is not accumulative. The employee shall give as much notice to his/her immediate supervisor as is possible before taking the leave. The Superintendent may grant additional days in the event of unusual circumstances to be charged to the employee's sick leave. In the event that all sick leave is exhausted, additional paid leave days may be granted at the Superintendent's discretion up to a maximum of ten (10) days additional.

Section 9.4.

As part of sick leave, each employee shall be entitled to five (5) days emergency leave paid per year. Emergency leave is not bereavement leave and is noncumulative.

Section 9.5. Leave of Absence.

Section 9.5.1.

Upon recommendation of the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. Should the leave be granted for illness or injury the employee may be granted an additional one (1) year leave. If the leave request is for illness or injury the District may require a doctor's verification.

Section 9.5.2.

The returning employee will be assigned to the position occupied before the leave of absence or to a vacant position equivalent in duties and salary. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

1 **Section 9.5.3.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
3 leave of absence. However, vacation rights, sick leave and seniority shall not accrue while the
4 employee is on leave of absence.

5
6 **Section 9.6. Annual Leave.**

7 Each school year, each employee covered by this Agreement shall be entitled to three (3) days leave for
8 personal reasons. Employees who have worked within the Rosalia School District ten (10) years will be
9 granted one (1) additional personal day annually for the duration of their employment. The following
10 conditions must be fulfilled.

- 11
12 A. A request for annual leave is made to the Superintendent at least one (1) week in advance for the
13 day leave is requested. The Superintendent shall handle exceptions to this on an individual basis.
14
15 B. Annual leave may be accumulated up to five (5) days or unused annual leave may be sold back
16 to the District at substitute pay rate then in effect. The District shall have employees with unused
17 annual leave elect in writing at the end of each school year to carry over unused leave or sell it
18 back.

19
20 No more than one (1) employee per classification shall be granted this leave on any given day without
21 prior approval of the Superintendent.

22
23 The employee shall give his/her immediate supervisor a minimum of twenty-four (24) hours' notice
24 prior to the requested effective date of the leave.

25
26 Annual leave shall not be granted during the first two (2) weeks or the last two (2) weeks of the school
27 year, nor to extend a vacation or holiday. Exceptions to this shall be handled by the Superintendent on
28 an individual basis.

29
30 **Section 9.7. Judicial Leave.**

31 Leaves of Absence with pay shall be granted to an employee required to respond for jury duty. Any
32 compensation the employee receives from the court except parking and travel fees for jury duty on a
33 contracted day shall be given to the District.

34
35 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of
36 law unless the employee is the moving party. In such event the employee's leave shall be without pay
37 and the employee shall receive the court provided fees.

38
39 **Section 9.8. Paid Family and Medical Leave (PFML).**

40 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave
41 under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave,
42 employees must have worked a minimum of eight hundred and twenty (820) hours within the past
43 calendar year.

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ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided. If two (2) or more employees are hired on the same day, ties will be broken as follows: first; the employee with the earliest substitute hire date will have the earliest seniority date; second; if a tie still exists, employees hired on the same day will be decided by a drawing of lots.

Section 10.2.

Each new hire shall remain in a probationary status for a period of not more than sixty (60) days following the hire date. During this probationary period the District may discharge such an employee at its discretion. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.3.

The District will publish a seniority list on October 1 each year, by classification, by hire date and post in all sites that other bulletins are routinely placed. The District will also give a copy of the seniority list to the Chapter President. After thirty (30) calendar days, the seniority list shall be considered correct and not subject to change.

Section 10.4.

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

- A. Resignation.
- B. Discharge for justifiable cause.
- C. Retirement.
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.5.

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

- A. Time lost by reason of industrial accident or industrial illness for which leave is permitted.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves.

Section 10.6.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

Section 10.7.

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation periods and special services (including overtime). The employee with the earliest hire date shall have preferential rights regarding promotions, assignment to new or open jobs or positions, within the classification in which the employee’s seniority exists, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior

1 employee or senior employees, the District shall set forth in writing to the employee or employees and
2 the organization's grievance committee chairman its reasons why the senior employee or employees
3 have been bypassed.

4
5 **Section 10.8.**

6 Employees who change job classifications within the bargaining unit shall retain their hire dates in the
7 previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire
8 date and a new classification.

9
10 **Section 10.9.**

11 The District shall publicize within the bargaining unit for five (5) workdays the availability of open job
12 positions as soon as possible after the District is apprised of the opening. In the event time is an issue
13 and the PSE President is notified, PSE authorizes the Superintendent to bypass the five-day waiting
14 period by surveying each PSE member in the job classification for interest. The Superintendent may
15 authorize the PSE President to make these contacts and have employees sign off indicating interest or no
16 interest in the position.

17
18 **Section 10.10.**

19 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
20 District according to layoff ranking. Current employees are to have priority in filling new and open
21 positions in the classification. Employees on layoff status will have priority over outside candidates in
22 filling open and new positions. Names shall remain on the reemployment list for two (2) years.

23
24 **Section 10.11.**

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

27
28 **Section 10.12.**

29 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not
30 comply with the requirements of Section 10.11, or if the employee does not respond to the offer of
31 reemployment within fifteen (15) days.

32
33 **Section 10.13.**

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

37
38
39
40 **ARTICLE XI**

41
42 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

43
44 **Section 11.1.**

45 The District shall have the right to discipline or discharge an employee for justifiable cause. If the
46 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
47 employee before other employees or the public. Employees shall have the right to have an Association
48 representative present when being disciplined and/or during investigatory meetings. Any disciplinary

1 action or measure imposed upon an employee may be processed as a grievance through the grievance
2 procedure hereinafter provided.

3
4 When disciplining an employee, the following progressive discipline model will apply: 1) Notice of
5 Concern/Counseling; 2) Oral Warning – written record to the supervisor’s file only; 3) Letter of
6 Warning - sent to employee’s personnel file; 4) Letter of Reprimand; 5) Suspension; 6) Termination.

7
8 Steps in this model may be skipped depending on the severity of the infraction.

9
10 **Section 11.1.1.**

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

13
14 **Section 11.1.2.**

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

17
18 **Section 11.2.**

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

21
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23
24 **ARTICLE XII**

25
26 **INSURANCE AND RETIREMENT**

27
28 **Section 12.1. School Employees Benefit Board (SEBB).**

29 Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans,
30 follow employee eligibility rules, and provide funding for all bargaining unit members and their
31 dependents as required by State law, the State Operating Budget, and the School Employees Benefits
32 Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible
33 employees.

34
35 **Section 12.1.1. SEBB Insurance Plans.**

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

39
40 **Section 12.2.**

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

42
43 **Section 12.3.**

44 In determining whether an employee subject to this Agreement is eligible for participation in the
45 Washington State Public Employees Retirement System (PERS) and the Washington State School
46 Employees Retirement System (SERS), the District shall report all hours worked, whether straight time,
47 overtime or otherwise, and the District will utilize regulations from Public Employees Retirement
48 System.

1 **Section 12.4.**

2 The District shall make contributions to the Washington State Unemployment Compensation Fund as
3 required to provide unemployment benefits for all employees subject to this Agreement.
4

5 **Section 12.5.**

6 The District shall make required contributions for State Industrial Insurance on behalf of all employees
7 subject to this Agreement.
8

9 **Section 12.6. Conversion of Sick Leave upon Retirement.**

- 10 1. Applicants must be employed by the District for fifteen (15) years.
11 2. Upon retirement, each eligible current employee may elect to convert his or her accumulated sick
12 leave, up to 180 days, to a VEBA plan.
13 a. In order to assist in the budgeting process, an employee who wishes to participate in the
14 VEBA plan is strongly encouraged to inform the District in writing of his/her intent to retire
15 by May 15 of the year prior to their year of retirement. Notification of retirement will not be
16 binding to an employee.
17 3. The ratio will be one (1) day per diem pay for every four (4) days over 60 up to 180: Maximum 30
18 days.
19 4. In case of death, if the fifteen (15) year rule has applied, the sum would be paid to the employee's
20 estate.
21
22
23

24 **ARTICLE XIII**

25 **VOCATIONAL TRAINING AND PHYSICAL EXAMINATIONS**

26 **Section 13.1.**

27 The District shall provide expenses (meals, mileage, and lodging) to employees attending District
28 approved vocational courses.
29

30 **Section 13.2.**

31 The District is requiring bus drivers to obtain a physical through the Rosalia/ESD 101 Bus Driver
32 Physical Cooperative. The District pays the full cost of the physical for bus drivers when it is completed
33 through the cooperative only. Drivers over fifty-five (55) must pass the physical yearly.
34
35

36 Transportation employees will abide by the drug and alcohol agreement incorporated herein as
37 Schedule B.
38

39 The District will also assume the cost of the physical for certificated asbestos workers and all employees
40 when said examination is required by state statute and/or implementing regulations as condition of
41 employment, provided the employee goes through above Cooperative.
42
43

44 **Section 13.3.**

45 Employees shall be compensated at their regular hourly rate of pay for time spent at training sessions,
46 staff meetings, seminars, which are required by the District as a condition of employment.
47

1 **Section 13.4.**

2 Bus drivers are required to attend a one-half (1/2) day (three [3] to four [4] hours) workshop prior to
3 school starting each year to review current and/or new bus rules. The in-service is paid at the regular
4 driver rate. Attendance is mandatory. Drivers will not be allowed to drive until they complete the in-
5 service or review rules with the bus supervisor.
6
7

8 **ARTICLE XIV**

9
10 **MAINTENANCE OF MEMBERSHIP**

11
12 **Section 14.1. Association Membership.**

13 The parties recognize that each employee has the right to become a member of the Association and the
14 District will not discriminate, restrain, retaliate, coerce, or interfere against any employee in that
15 process. Each employee subject to this Agreement may choose to become an Association member in
16 good standing by paying monthly dues. The Association shall be the custodian of record in terms of
17 employee Association membership.
18

19 **Section 14.2.**

20 There shall be no discrimination against the non-members by either the District Board of Directors or
21 the Public School Employees of Washington/SEIU Local 1948 or the local chapter.
22

23 **Section 14.3. E-Signature.**

24 The District agrees to accept dues authorizations via written, voice authorization or by E-signature in
25 accordance with "E-SIGN". Public School Employees of Washington/SEIU Local 1948 (PSE) will
26 provide a list of those members who have agreed to union membership via voice authorization. In
27 addition, upon request, access to the District to the .wav files associated with the voice authorization.
28 PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian
29 of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.
30

31 **Section 14.4.**

32 It is also agreed that neither the School Board members nor any employee in the supervisory capacity
33 will attempt to influence a new employee either to join or not to join the bargaining unit.
34

35 **Section 14.5. New Hire Notification.**

36 The District will provide PSE electronic notification of the name, address, phone number, classification,
37 job title, work location, and work email address of all newly hired bargaining unit employees within ten
38 (10) workdays of their hire date.
39

40 **Section 14.6. Dues Authorization.**

41 PSE will be the custodian of the records related to dues authorizations. PSE agrees that as the custodian
42 of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. The
43 parties further agree PSE will establish the procedure that clearly outlines the membership process will
44 be provided to the District at the beginning of each school year. The District shall deduct state PSE dues,
45 assessments service charges and any/all voluntary political contributions from the pay of any employee
46 who authorizes such deductions in accordance with applicable law RCW 41.56.110. The District shall
47 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU
48 Local 1948 on a monthly basis.



1 **Section 14.7. Hold Harmless.**

2 The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders,
3 and/or judgements against the District on account of any check-off of Association dues or voluntary
4 political contributions.

5
6 **Section 14.8. Voluntary Political Action Committee.**

7 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
8 deduct from the pay of such bargaining unit employee the amount of contribution the employee
9 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
10 check separate from the Union dues transmittal check. Section 14.7. of the Collective Bargaining
11 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
12 annually, the employee shall be notified about the right to revoke the request by Public School
13 Employees of Washington/SEIU Local 1948.

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16
17 **ARTICLE XV**

18
19 **GRIEVANCE PROCEDURE**

20
21 **Section 15.1.**

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

25
26 **Section 15.2. Grievance Steps.**

27 A workday is defined as those days the Rosalia School District office is open to the public.

28
29 **Section 15.2.1. Step 1.**

30 Employees shall first discuss the grievance with their immediate supervisor. If employees wish,
31 at such discussions an association representative may accompany them. All grievances not
32 brought to the immediate supervisor in accordance with the preceding sentence within twenty
33 (20) workdays of the occurrence of the grievance shall be invalid and subject to no further
34 processing. The supervisor shall respond to the discussion within five (5) workdays.

35
36 **Section 15.2.2. Step 2.**

37 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
38 subsection, the employee shall reduce to writing a statement of the grievance containing the
39 following:

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

43
44 The employee shall submit the written statement of grievance to the immediate supervisor for
45 reconsideration within ten (10) workdays of the decision in Step 1. The employee shall also
46 submit a copy to the Superintendent. The parties will have ten (10) workdays from submission of
47 the written statement of grievance to resolve it by indicating on the statement of grievance the
48 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

1 **Section 15.2.3. Step 3.**

2 If no settlement has been reached within the ten (10) workdays referred to in the preceding
3 subsection, and the Association believes the grievance to be valid, the grievant may appeal to the
4 School Board of Directors within ten (10) workdays of receipt of the written response from the
5 Superintendent. Such appeal shall be in writing and shall include all dispositions and
6 recommended solutions to the grievance. The Board shall, at its next regular meeting, confer
7 with the grievant to hear the grievance and to attempt to reach a solution. The Board shall render
8 its decision in writing within twenty (20) workdays following the conference with the grievant.
9 If an agreeable disposition is made, all parties to the grievance shall sign it.

10
11 **Section 15.2.4. Step 4.**

12 If no settlement has been reached within the twenty (20) workdays referred to in the preceding
13 subsection, and the Association believes the grievance to be valid, the employee may demand
14 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
15 interpretation, or the application of this Agreement shall then be submitted to arbitration under
16 the voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually
17 agreed, the parties may submit to arbitration under the Expedited Labor Arbitration Rules of the
18 American Arbitration Association. The parties further agree to accept the arbitrator’s award as
19 final and binding upon them.

20
21 **Section 15.3.**

22 The grievance or arbitration discussions shall take place whenever possible on school time. The
23 employer shall not discriminate against the individual employee or the Association for taking action
24 under this Article.

25
26 **Section 15.4.**

27 The fees and expenses of the Arbitrator shall be shared equally by the District and the Association. All
28 other expenses shall be borne by the party incurring them, and neither party shall be responsible for the
29 expenses of witnesses called by the other, including legal fees.

30
31
32 **ARTICLE XVI**

33
34
35 **SALARIES**

36
37 **Section 16.1.**

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

40
41 **Section 16.1.1.**

42 Employees who work a minimum of nine (9) months to a maximum of twelve (12) months per
43 year will be paid over a ten (10) or twelve (12) month pay cycle. School year employees may
44 elect a ten (10) or twelve (12) month pay distribution. Substitutes and employees who work less
45 than nine months will be paid on a month-to-month basis. Pay for those on a month-to-month
46 basis and any extra time earned by regular employees will be on the last business day of the
47 month following the month in which the pay was earned. “Pay Day” is the last business day of
48 the month.



1 **Section 16.2. Summer Temporary Help.**

2 The District reserves the right to hire summer temporary help (hires) for general custodial work,
3 grounds, building projects, maintenance, paraeducators, secretary, food service and transportation at the
4 standard rate as indicated on Schedule A. Employees within the classification will have the first
5 opportunity to work, and then the bargaining unit, before outside hiring is considered.
6

7 **Section 16.3.**

8 Employees requested to substitute for a teacher will be paid their regular hourly rate of pay or the
9 District’s substitute teacher rate of pay, whichever is greater.
10
11

12 **ARTICLE XVII**

13 **TERM**

14
15
16
17 **Section 17.1.**

18 The term of this Agreement shall be September 1, 2023 through August 31,2026. The Agreement may
19 be reopened annually to discuss Schedule A, health insurance benefits, and one (1) item chosen by each
20 party.
21

22 **Section 17.2.**

23 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
24 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
25 Schedule A and benefits herein; and provided further, that this Agreement shall be reopened as
26 necessary to consider the impact of any legislation enacted following execution of this Agreement which
27 may arguably affect the terms and conditions herein or create authority to alter personnel practices in
28 public employment.
29

30 **Section 17.3.**

31 All rates on Schedule A shall be increased by the state-funded percentage increase for classified
32 employees as stated in the state appropriations act in the month such increase is effective (without
33 deduction for the cost of increments). If the state funds a general wage increase for classified employees
34 in any manner other than the percentage method commonly used in the past, Schedule A shall be
35 reopened for the purposes of agreeing on a method for applying the increase to the salary schedule wage
36 rates.
37

38 **Section 17.4.**

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

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

ROSALIA CHAPTER

BY: Rose Bruce
Rose Bruce, Chapter President

DATE: 11-23

ROSALIA SCHOOL DISTRICT #320

BY: Brett Baum
Brett Baum, Superintendent

DATE: 11/23/23



PSE SCHEDULE A
 ROSALIA SCHOOL DISTRICT
 SEPTEMBER 1, 2023 – AUGUST 31, 2024

	<u>Current Rate of Pay</u>	<u>5 Year</u>	<u>10 Year</u>	<u>15 Year</u>	<u>20 Year</u>	
CUSTODIANS MAINTENANCE GROUNDS						
Maintenance/Grounds Supervisor	56,695	57,262	57,836	58,413	58,997	(Annual Salary 260 days)
Custodian/Grounds/Laundry	20.06	20.26	20.46	20.67	20.87	
Substitute Custodian/Grounds	16.32	16.49	16.65	16.82	16.99	
<u>TRANSPORTATION</u>						
Bus Drivers	21.68	21.90	22.12	22.35	22.57	
Bus Drivers- Extra Trip Rate	16.84	17.02	17.17	17.35	17.53	
Substitute	18.68	18.85	19.05	19.24	19.43	
<u>FOOD SERVICE</u>						
Supervisor/Cook	20.06	20.26	20.46	20.67	20.87	
Cook	18.00	18.19	18.35	18.54	18.73	
Dishwasher/Prep Cook	16.59	16.76	16.92	17.09	17.26	
Extra Curricular-Kitchen Supervisor	17.65	17.83	18.01	18.19	18.37	
Substitute Kitchen	16.32					
<u>SECRETARIAL</u>						
Office Manager	36,667	37,033	37,404	37,778	38,155	(Annual Salary 210 days)
Office Clerk	17.11	17.29	17.45	17.63	17.81	
Substitute Secretary	16.32					
<u>PARAEDUCATORS</u>						
ECEAP Lead Teacher	25.16	25.42	25.68	25.93	26.18	
Paraeducator	16.86	17.04	17.19	17.37	17.55	
Substitute Lead Teacher	16.57	16.73	16.90	17.07	17.25	
Substitute Paraeducator	16.32					
<u>TECHNICIAN</u>						
Library Tech./Training Tech.	21.37	21.59	21.81	22.02	22.23	
Music Technician	21.37	21.59	21.81	22.02	22.23	
GEAR UP Grant Coordinator	22.78	23.01	23.23	23.47	23.70	

Longevity Pay: Employees will receive the following longevity pay: At the beginning of an employees 5th, 10th, 15th, and 20th year a 1% increase will be added to the employee's hourly rate of pay. Longevity is cumulative.



SCHEDULE B

ROSALIA SCHOOL DISTRICT

DRUG AND ALCOHOL AGREEMENT

This agreement is hereby incorporated by reference into the current Collective Bargaining Agreement between Public School Employees of Rosalia and the Rosalia School District.

It is acknowledged that the Rosalia School District already has a School District Policy in place, Number 5258, Drug-Free Schools, Community and Workplace. This policy and procedure was adopted by the Rosalia School Board of Directors at the regularly scheduled meeting on March 28, 1991.

The board has an obligation to staff, students, and citizens to take reasonable steps to assure safety in the workplace and to provide safety and high-quality performance for the students that the staff serves.

“Workplace” is defined to mean the site for the performance of work done in connection with a federal grant. That includes any school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district where work on a federal grant is performed.

For these purposes, the board declares that the following behaviors will not be tolerated:

- A. Reporting to work under the influence of alcohol, illegal chemical substances, or opiates.
- B. Using, possessing, transmitting alcohol, illegal chemical substances (including anabolic steroids) or opiates in any amount or in any manner on district property at any time. Any staff member convicted of a felony attributable to the use, possession, or sale of illegal chemical substances or opiates will be subject to disciplinary action, including immediate termination.
- C. Using district property or the staff member’s position within the district to make or traffic alcohol, illegal chemical substances, or opiates.
- D. Using, possessing, or transmitting illegal chemical substances and opiates in a manner which is detrimental to the interest of the district.

Any staff member who is taking a drug or medication whether or not prescribed by the staff member’s physician, which may adversely affect that staff member’s ability to perform work in a safe or productive manner is required to report such use of medication to his or her supervisor. This includes drugs which are known or advertised as possibly affecting judgment, coordination, or any of the senses, including those which may cause drowsiness or dizziness.

The supervisor in conjunction with the district office then will determine whether the staff member can remain at work and whether any work restrictions will be necessary.

As a condition of employment, each employee shall notify his or her supervisor of a conviction under any criminal drug statute violation occurring in the workplace as defined above. Such notification shall be provided no later than 5 days after such conviction. The district shall inform the federal government within ten days of such conviction, regardless of the source of the information.

Each employee shall be notified of the district's policy and procedures regarding employee drug activity at work. Any staff member who violates any aspect of this policy may be subject to disciplinary action, which may include immediate discharge. As a condition of eligibility for reinstatement, an employee may be required to satisfactorily complete a drug rehabilitation or treatment program approved by the board, at the employee's expense. Nothing in this policy shall be construed to guarantee reinstatement of any employee who violates this policy, nor does the school district incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

Other actions such as notification of law enforcement agencies may be taken in regard to a staff member violating this policy at the district's discretion as it deems appropriate.