

Collective Bargaining Agreement

Between

Sumner School District No. 320

and

Sumner Paraeducator Association

Term: September 1, 2017 through August 31, 2019

Sumner Paraeducator Association (SPA)
Collective Bargaining Agreement
Sumner School District
Agreement Term: September 1, 2017 through August 31, 2019

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the Agreement, is made and entered into by and between Sumner School District No. 320, Pierce County, Washington, hereinafter referred to as the District, and the Sumner Paraeducator Association, affiliated with Washington Education Association/National Education Association, hereinafter referred to as the Association.

ARTICLE 1 - RECOGNITION

The District recognizes the Association as the exclusive collective bargaining representative for all non-certificated instructional paraeducators, clerical paraeducators, playground paraeducators, health paraeducators, and COTA/PTA/LPN/SLPA paraeducators, as defined in 509-PECB, Case No. 1587-E-78-312, and excluding all bus drivers, secretaries, custodians, and any other classified positions within the District.

ARTICLE 2 - MANAGEMENT

- 2.1** It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in, but not limited to, these rights in accordance with and subject to applicable laws, regulations, and provisions of this Agreement, are the right to direct the work force, the right to hire, assign, promote, demote, retain, schedule, transfer, and assign; the right to contract or subcontract any work; the right to suspend, discharge for cause, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.
- 2.2** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures, and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE 3 - NONDISCRIMINATION

- 3.1** The District shall not unlawfully discriminate against any employee subject to this agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, marital status, disability, or the use of a trained dog guide or service animal by a person with a disability, nor in violation of any other applicable state or federal laws.
- 3.2** No employee shall be discriminated against by the District because of the employee's membership or lack of membership in the Association, or due to any employee's holding an office in the Association.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 The District reserves the right to employ paraeducators for the number of hours, days, and weeks, which the District determines to be appropriate. State laws and regulations will be followed regarding lunch periods and rest periods. By the tenth day of school, each building/director will provide to Human Resources the current, accurate written paraeducator schedule for the building/department, to be updated as needed. The intent is that duty-free lunchtimes will be thirty (30) minutes and duty-free break times will be fifteen (15) minutes, shown on the written schedule.

In unique circumstances such as program funding requirements or student medical, behavioral, or instructional need, the building administration may schedule a combination of five (5) or ten (10) minute duty-free breaks to total fifteen (15) minutes.

If an employee misses a break due to a unique circumstance, every effort should be made within the work setting to give the break at a later time that day or the following school day. If the employee requires further remediation, s/he should notify the principal.

4.2 Paraeducators who are assigned work in excess of forty (40) hours in a calendar week shall receive time and one-half the employee's regular hourly rate of pay for such time worked in excess of forty (40) hours in the week.

4.3 All time worked outside of the employee's regular assignment will be paid at their regular rate of pay. Time worked in August shall be paid in the month of September at the new contract rate.

4.4 Supervision of Student on Bus

Regular supervision of a one-to-one student during the student's bus ride outside of the employee's contracted hours will be paid hourly at Cell A5 on the Salary Schedule plus thirty-five percent (35%).

4.5 Nothing in this Agreement shall preclude employees of other bargaining units or district employees outside of this bargaining unit from performing the work of Paraeducators or Paraeducators from performing work of other units on a temporary basis as authorized and assigned by the District.

4.6 The paraeducator work calendar shall consist of 194 work days: 180 student days, twelve (12) holidays and two (2) mandatory work/training days. Specialists may receive approval from their supervisor to utilize training hours for outside training.

- Mandatory Work Days:
 - District Work Day (7.3 hour day)—Convocation plus building work/training.

- Six (6) hours will be worked as a mandatory District training day prior to the start of the school year. These work hours are recorded on the timesheet and will be flexed within the school year with advance administrator approval. Flex time must be used by June 1st. If the District does not provide mandatory training for the position, the hours may be worked as flex hours within the building.
- Eight (8) hours will be worked as a mandatory building/district training day during the school year.
- Optional Work Time:
 - Each building administrator will provide the opportunity for paraeducators to work four (4) flex hours in preparation for the opening of school. These hours are to be flexed within the school year with advance administrator approval. Flex time must be used by June 1st.
 - Each building administrator will provide the opportunity for paraeducators to work twelve (12) hours of extra time to be used for committee work, professional development, meetings, collaboration time with certificated staff and other work opportunities planned with and approved by the building administrator.

4.7 In the event the District declares a “late start or early dismissal” caused by an emergency, employees shall be permitted to make up lost time (caused by the emergency) within two weeks provided such make up will not put any employee in an overtime situation. Emergency time may also be used as flex time if appropriate.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 The Association may post notices of meetings, workshops and Association information on a bulletin board in each school and/or District webpage at the Association’s discretion. The Association may use the District mail services and employee mailboxes for communication purposes. In each instance, such information shall be in compliance with laws governing political activity in public schools. The Association may also utilize District buildings and equipment for the purpose of holding meetings, providing the District is reimbursed for any additional expense incurred.

5.2 Association Representation and Notification

5.2.1 An Association representative may enter and meet with employees during the employees’ non-working hours. Prior to conferring with employees, the representative shall sign in appropriately using building procedures.

5.2.2 The District shall provide the Association with a list of all employees covered under this agreement and their work sites by October 15th of each

year. The District shall publish, following school board action, a list of employees who have been newly hired or separated.

- 5.2.3 The District shall print and supply to the Association sufficient copies of the Agreement for distribution to the membership. The Association shall be responsible for such distribution. Cost for printing the collective bargaining agreement shall be shared equally by the District and the Association.

5.3 Association Leave

The District shall grant Association leave to Association members at the request of the Association president. When such leave is granted, the Association shall reimburse the District for the substitute cost. The parties will monitor leave use through the Labor Management process.

5.4 Dues Deduction

- 5.4.1 All members of the bargaining unit shall, within thirty (30) days of hire or within thirty (30) days after this agreement is ratified, as a condition of employment, be a member of the association or pay an amount equal to the dues of the Association.

- 5.4.2 The District shall, upon written authorization of the employee, deduct from the employee's salary each pay period the dues required of membership or, for nonmembers thereof, a fee equivalent to such dues, in the event of religious objections due to bona fide religious tenets, to a charity acceptable to the Association.

- 5.4.3 Notwithstanding any other provision of this Agreement, where an employee is assigned to perform work in two or more bargaining units, the employee, if obligated to be a member of the Association, shall join the bargaining unit wherein the employee works the greater amount of time. If a tie exists, the employee shall decide which unit to join.

- 5.4.4 The District shall transmit the dues to the treasurer of the Association or designee each pay period. The Association shall protect and hold the District harmless in any and all regards in the event of a suit or claim against the District relative to dues deductions.

ARTICLE 6 - NO STRIKE

During the term of this Agreement, the Association and its members, as individuals or as a group, will not initiate, cause, or participate in any strike, work stoppage, slowdown, picketing, or any other restriction of work against the District. The Association will discourage any such activity. Employees while acting in the course of their employment shall not honor any picket line against the District when called upon to cross such picket line in the course of their employment. Disciplinary action, including discharge, may be taken by the District against any employee(s) participating in such activities. Such disciplinary actions shall not be subject to the grievance procedure. The District shall not lock out members of the bargaining unit.

ARTICLE 7 - PROBATION

- 7.1 Employees hired into the District shall be on probation during their first ninety (90) calendar days of employment from their last date of hire.
- 7.2 Termination of employees during the probationary period for any reason shall be the sole and exclusive decision of the District, notwithstanding any other provision of the Agreement.
- 7.3 Termination of probationary employees shall not be subject to the grievance procedure.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- 8.1 The District shall have the right to discipline or discharge any employee for just cause. Disciplinary action taken against any employee shall be appropriate to the behavior which precipitates said action. Suspension or discharge may bypass lesser remedies should the behavior warrant it.
- 8.2 If an employee's conduct is being investigated or disciplined, s/he is entitled to have a representative of the Association present. Prior to an investigatory or disciplinary meeting, the employee will be notified of the purpose of the meeting. If requested, the Association shall provide a representative as soon as possible.
- 8.3 The District shall notify the Association President within a reasonable time in the case of a pending staff misconduct investigation, probation or disciplinary action that is likely to lead to a loss of pay, suspension or discharge.

ARTICLE 9 - HOLIDAYS

- 9.1 Employees shall receive the following paid holidays, provided they meet the eligibility requirements as set forth in this Article.

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
President's Day	Day before Christmas
Friday during week of Spring Break	Christmas Day
Memorial Day	Day After Christmas
Labor Day <i>(if after start of the employee's work year/including mandatory work days)</i> .	
Veteran's Day	

- 9.2 To be eligible for holiday pay, employees must be on the active payroll at the time the holiday occurs and must have worked their full shift on their last scheduled day prior to the holiday and first scheduled shift after the holiday, or be on an approved leave of absence of not more than thirty (30) calendar days. Employees on unpaid leave of absence are not eligible for holiday pay.
- 9.3 Employees who are absent from work on the last scheduled shift prior to the holiday or subsequent to the holiday and who are otherwise eligible for holiday pay, must also receive holiday pay, provided such absence was due to illness and the absence by reason of such illness has not been longer than thirty (30) calendar days.

- 9.4 Employees who are eligible for holiday pay shall receive pay equal to their normal work shift at their normal hourly rate in effect at the time the holiday occurs.
- 9.5 Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus one times their base rate for all hours worked on such holiday.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 Any employee on leave beyond 60 days must inform the District by April 1 of the employee's desire to return to work the following school year.

10.2 Sick Leave

Sick leave provisions are subject to federal and state law. Employees shall accumulate one (1) day of sick leave for each calendar month worked. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days entitlement. Sick leave benefits shall be paid on the basis of the base hourly rate applicable to the employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave. Sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Such payments shall continue until the employee's sick leave is exhausted.

Sick leave, except as provided in 10.2.1 and 10.2.2, may only be used for absence caused by illness or disability due to childbirth, injury or poor health of the employee. Sick leave must be taken in units of half or full day, if a substitute is required. However, sick leave may be taken in increments of less than one-half day, with approval of the building administrator if no substitute is required. Employees will be allowed sick leave "buy back" as provided by statute.

10.2.1 Family Illness

Subject to federal and state law, an employee shall be entitled to the following:

The District shall allow family illness leave to take care of a member of the employee's immediate family where such illness is serious and the employee's attendance is medically necessary. Such leave is non cumulative and shall be deducted from sick leave. Immediate family is

defined as spouse/partner, child, parent, stepparent, grandparent, grandchild, sibling or parent-in-law.

10.2.2 Emergency Leave

Emergency leave of up to three (3) days annually shall be granted with pay. Emergency leave shall be deducted from sick leave. Emergency leave is noncumulative and may not be used to extend other leaves, with the exception of bereavement leave, within this Agreement. Emergency leave shall be defined as emergency in nature due to a sudden, urgent, unusual and unforeseen occurrence or occasion requiring immediate action and not of mere convenience. Emergency leave may be taken at the employee's discretion. The Human Resources Office shall be notified by the employee as to the date and the reason for the use of Emergency Leave. In case of emergency, when it is not possible to notify the Human Resources Office, the employee shall notify his/her supervisor.

Exclusions for which emergency leave may not be used include:

- A. Weddings
- B. Graduation/ceremonies where the employee is not a direct participant
- C. Political-related activities
- D. Recreation-related activities
- E. Association business
- F. Transportation problems, including weather conditions for local travel, with the exception of an accident

10.2.3 Sick Leave Sharing

The District will comply with current statutory leave-sharing provisions.

10.2.4 VEBA

Each year, a vote shall be conducted to determine if eligible employees shall have access to VEBA accounts. Such decision shall apply to eligible employees who cash out sick leave annually, upon retirement or any other qualifying VEBA program pursuant to VEBA eligibility rules.

Employees who complete ten (10) years of continuous service with the Sumner School District will move to Year 10 on the salary schedule and will contribute twenty dollars (\$20) per month into a VEBA 1 Account.

Employees who complete fifteen (15) years of continuous service with the Sumner School District will move to Year 15 on the salary schedule and will contribute fifty (\$50) dollars per month into a VEBA 1 Account.

10.3 Parental Leave

Maternity leave without pay or benefits shall be granted for a period of up to one (1) year. Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Article 10.2 above for the period of actual disability.

10.3.1 An employee adopting or fostering a child shall notify the District thirty (30) days in advance or as soon as possible in writing of the intent to take adoption/foster leave stating the expected dates of commencement of leave and return of employment. Foster care will be treated exactly like adoption.

10.3.2 The District shall grant leave upon the same terms to male employees as is available to female employees upon the birth or adoption of the employee's child, per the FMLA policy. (Policy details in the Employee Information Booklet.)

10.3.3 A maximum of ten (10) days sick leave shall be granted with pay for parental leave. The District requires employees to use accrued personal leave and vacation prior to going into unpaid leave status.

10.3.4 Adoption/Foster leave of absence without pay beyond the days stipulated in the above paragraph shall be granted for a period of up to one (1) year.

10.4 Bereavement Leave

An employee shall be entitled to a maximum of five (5) days paid leave per occurrence if such absence is necessary to make arrangements to attend the funeral of a member of the employee's immediate family. Immediate family is defined as spouse, domestic partner, parent, child, stepparent, grandparent, grandchild, sibling, or parent-in-law. The Superintendent or designee may, at his/her discretion, grant not more than one (1) day of paid leave per year which may be used in half day increments, in the event of a death of an employee's friend outside the immediate family if the relationship was unusually close. This leave is noncumulative and shall not be deducted from sick leave.

10.5 Judicial Leave

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the district, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event an employee is a party in a court action, such employee may request a leave of absence without pay or benefits. In the event an employee is part of a legal action against the District, Judicial Leave shall be granted without pay or benefits.

10.6 Leave of Absence – General

An employee on approved leave is still an employee and has not separated from service; however, the time on leave may not count as a service year (applicable to Time Limited as well as Continuing paraeducators.)

A. Subject to the Family and Medical Leave Act (see employee informational packet, policies), the District may, at its sole discretion, honor a written request for leave of absence from an employee for a period not to exceed sixty (60) days provided, however, if such leave is granted due to extended

illness of the employee, spouse or children, the District may grant such leave for up to one (1) year.

- B. Leaves granted under this Article shall not serve as a precedent for any other leave request and leaves which are denied shall not be subject to the grievance procedures.
- C. All leaves of absence under this section shall be without pay, benefits or seniority rights.
- D. The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.
- E. The employee will retain accrued sick leave while on leave of absence. Sick leave shall not accrue while the employee is on leave of absence.

10.7 Personal Leave

Each employee shall be allowed two (2) full days of personal leave per year which may be granted in increments of no less than one (1) hour when a substitute is not required. This leave shall be granted without a loss of benefits. The employee is not required to state the reason for the leave.

Personal leave shall not be granted during the first two weeks or last two weeks of each school year. Notification for the leave shall be made to the employee's supervisor at least five (5) days in advance of the leave dates. No more than three (3) employees in one general classification shall be allowed to take leave on any one day, unless specific written authorization is granted by the supervisor.

Employees may carry over three (3) days of personal leave into the next year for a maximum of five (5) personal leave days per year. Employees who wish to carry over Personal Leave must notify the Payroll Office in writing by May 1.

At the end of the work year, employees who have worked their entire work year shall be compensated for unused personal leave at the rate of 100% of the hourly rate based upon their normal workday.

10.8 Leave of Absence - Professional Development

The District may, at its sole discretion, honor a written request for up to one (1) year educational leave of absence without pay or benefits to an employee who has been accepted in a teacher certification program or is pursuing alternative certification options as defined in Title 28A RCW. Leaves granted under this Article shall not serve as a precedent for any other leave request, and leaves that are denied shall not be subject to the grievance procedures. Seniority rights will be maintained but not accrued for the employee while on an educational leave of absence. A returning employee will be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence is approved.

ARTICLE 11 - VACATION

Employees who are employed by November 1 and complete the balance of the school year shall be eligible for the following vacation pay in the June pay warrant:

<u>Completed Years of Service</u>	<u>Days of Vacation Credit</u>
1-9 years	3 days vacation pay
10-14 years	8 days vacation pay
15-19 years	10 days vacation pay
20 years or more	13 days vacation pay

Vacation days are allotted on a prorated basis for Time Limited as well as Continuing paraeducators and paid on the June pay warrant. Employees may not take time off during the school year and have it credited against vacation. The vacation pay shall be prorated, based on the ratio of an employee’s normal scheduled workday to eight (8) hours. Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit with their final paycheck.

ARTICLE 12 - INSURANCE

12.1 Concept

The District’s program of insurance premium contributions will operate on a pooling basis and will be designed to deliver, to the extent feasible and as described below, full District payment of premiums for dental, group term life, vision, long term disability and medical insurance coverage. Employees will also be able to select coverage beyond those paid for by the District, with the premiums paid by payroll deductions.

12.2 Eligibility

Employees employed for .5 FTE (4.0 hours) or more will be included in the district dental, group term life, vision, long-term disability and will be eligible for the medical insurance plans. Employees will, by payroll deduction, pay the difference between the pro-rata (FTE) rate contributed by the District and the premium cost.

Coverage for Eligible Employees

Employees as defined above shall be eligible for insurance contributions as set forth herein. Commencing on the first of the calendar month following a full month of employment, the District shall make health insurance contributions for eligible employees (e.g., for persons employed in September, coverage shall start on November 1; for persons employed during December, coverage will be for the month of February). The monthly District contribution for .5 FTE or more employees will first be applied to the dental plan, then to group term life plan of \$25,000, then vision, then long-term disability, then to coverage under district medical insurance plans. Any shortfall will be covered by payroll deduction.

12.3 Health Care Authority

The District will continue to pay the Health Care Authority (retirees) carve-out for each employee for the duration of the agreement.

12.4 Compliance

It is the intent of the parties to comply with appropriate limitations imposed by regulations, statute, and the State Operations Appropriations Act, as they relate to expenditures for employee benefits. No provision of this section shall be interpreted or applied so as to place the District in breach of the benefit limitation imposed by state law or to subject the District to a penalty.

The parties agree to abide by state laws relating to school district employee benefits.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Grievances arising between employees and the District shall be resolved pursuant to the procedures defined herein.

13.2 A grievance is defined as an allegation by an employee that there has been a violation of a specific article or provision of this collective bargaining agreement.

13.3 Any grievance not presented or pursued within the time limits herein set forth shall be null and void and not subject to further processing. In the event the District fails to respond within time limits set forth, the grievant may advance the grievance to the next step as set forth.

13.4 An employee shall first discuss the alleged violation with the employee's immediate supervisor within ten (10) working days and in no event more than fifteen (15) calendar days from the date of occurrence of the grievance, or from the date the employee had first knowledge or should reasonably have had first knowledge of the grievance. The supervisor shall respond to the employee informally within five (5) working days of the employee's request for discussion.

13.5 Formal Steps of the Grievance Procedure

Step One - If the grievance is not resolved to the employee's satisfaction in accordance with the preceding Section, the employee shall reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of the grievance to the employee's immediate supervisor within twenty-two (22) calendar days of the occurrence of the grievance or from the date the employee had first knowledge or should reasonably have had first knowledge of the grievance for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have ten (10) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Step Two - If no settlement has been reached within the ten (10) days referred to in the preceding Section, and the employee believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) working days to the District Superintendent or the Superintendent's designee. After such submission, the parties will have fifteen (15) working days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Step Three - If the grievant is not satisfied with the resolution at Step Two, the Association may, within fifteen (15) working days after receipt of the District's written response in Step Two and at the request of the employee notify the District of its intent to submit the grievance to arbitration and shall not file for arbitration until ten (10) working days after such notification. To effectuate arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of seven arbitrators. Upon receipt of the list of arbitrators, representatives of the District and Association shall, within ten (10) working days, select an arbitrator from said list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated three, shall be the arbitrator.

- A. The arbitrator shall limit his/her decision strictly to disputes involving the violation or interpretation of the express terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or in violation of an Attorney General Opinion, unless the AGO is overruled by judicial action. The arbitrator shall not have the authority to add to, modify, subtract from or otherwise alter the terms of this agreement.
- B. The arbitrator's decision shall be final and binding on the Association, the employee(s) involved, and the District.
- C. The fees and expenses of the arbitrator, the hearing room, etc., shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

The arbitrator shall render his/her decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing brief.

- 13.6** Grievance hearings shall be held at a reasonable time and place that do not conflict with the employee's working day, unless otherwise mutually agreed.

13.7 Time Limits

Unless time limits as set forth are extended by specific mutual agreement of the District and the Association, the number of days within each step is the maximum. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute waiver of the grievance.

ARTICLE 14 - EVALUATION

- 14.1** A goal setting meeting will be held by September 30th of each school year between the employee and evaluator. All employees shall be evaluated on an annual basis by June 10th by the principal, assistant principal or other administrator to whom they are responsible.
- 14.2** Employees shall sign their evaluation. The employee's signature on the evaluation does not necessarily indicate concurrence with the evaluation. Employees shall be allowed to add an addendum to such evaluation within 60 calendar days.
- 14.3** Evaluations shall not be subject to the grievance or arbitration procedures of this Agreement.
- 14.4** HB 1115 may substantially change the performance indicators for paraeducators. If that evaluation criteria work is completed before the expiration of this contract, the contract will be reopened for the purpose of creating a new Evaluation Instrument that aligns with state performance criteria.

ARTICLE 15 - REDUCTION IN FORCE

- 15.1** Service Credit: A hire date before February 1 (or 90 work days in a school year) will be considered a full year of service for seniority list, service credit, recognition and advancement on the salary schedule. An employee who resigns and is later hired again within five (5) years may have their former service credit counted as part of their current service credit.
- 15.2** Seniority List: Years of service from the most recent hire date will be used for the SPA seniority list. In case of tie, credits and clock hours will be used.
- 15.3** In the event of a layoff, the selection of employees to be laid off shall be according to merit and ability to perform the available work. Primary consideration in such selection shall be the employee's evaluations and such objective criteria as may be available. In the event merit and ability are approximately equal, seniority shall be applied with least senior employees being laid off first.
- 15.4** Names of employees laid off shall remain in a layoff pool for eighteen (18) months and employees shall be recalled as openings occur in inverse order of their layoff, provided such recalled employees have the ability to perform the work available.

In recalling employees, the District shall give written notice of recall by registered or certified letter to the employee's last known address listed in the District Administration Office. Any employee so notified shall have five (5) days from date of mailing to accept the offered employment. If the offer is not accepted or if the employee fails to report as specified, the employee shall be removed from the employment pool.

- 15.5** Employees in the layoff pool shall notify the District's Administration Office at the time of layoff and each six (6) months thereafter of their desire to return to work and also provide their current address and telephone number and shall provide written notification of any changes therein. Failure to comply shall result in being dropped from the layoff pool.
- 15.6** Should categorical funding cuts be made, building principals will attempt to minimize the loss of hours. If, however, a loss in hours results in a layoff, notwithstanding any other provision in the collective bargaining agreement and in lieu of Article 15.3, 15.4 and 15.5 above, the individual(s) to be laid off will be selected at the building rather than district level, according to merit and ability to perform the available work. In the event merit and ability are approximately equal, seniority shall be considered with least senior district employees at the building level being laid off first.

ARTICLE 16 - ASSIGNMENT OR TRANSFER

- 16.1** To assure that employees are considered in filling any vacancies or newly created positions within this bargaining unit, the following procedures shall be used:
- A. Vacancies and new positions shall be publicized to the staff and Association through a written notice which shall be posted in each building and through electronic mail for at least five (5) calendar days.
 - B. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedure for applying.
 - C. Vacancies or new positions shall be filled on the basis of qualifications for the position as determined by the building administrator. The building administrator will consider District seniority in the assignment of new hours where practicable, provided that program needs can be met.
 - D. The District shall consider present employees to fill vacancies and new positions before out-of-District hiring can occur.
- 16.2** Employees hired on one-year only assignments due to reasons other than categorical program funding are subject to time-limited assignments as per the following:

Positions based on specific time-limited program or student requirements (e.g., class overloads, special student requirements, bilingual student requirements, etc.) shall be subject to time limited assignments.

Employees who satisfactorily complete at least ninety (90) calendar days in their time limited assignments shall, upon the completion of their employment, be placed in a candidate pool for ninety (90) consecutive calendar days during the employment year. During such period, these former employees shall receive open position announcements and be eligible to apply through the in-district procedure. Individuals in the candidate pool will be responsible for providing the Human Resources Office with a current address. Sections 16.1.C and 16.1.D above shall apply to these former employees.

ARTICLE 17 - MISCELLANEOUS

- 17.1** Each employee shall have the right, upon request, and after making an appointment for the purpose with the Superintendent or designee through the building administrator, to review the contents of the employee's District personnel file maintained at the District Office. The review shall be made in the presence of the administrator responsible for the safekeeping of these files or their designee. Copies of the contents of such files shall be provided to the employee, upon request of the employee, at such employee's expense.
- 17.2** Employees who are required and specifically authorized to utilize their personal vehicles for the District business shall be compensated at the deductible rate authorized by the IRS. The District shall advise the Association of any changes in said rate. Such compensation includes reimbursement for gas, oil, maintenance, depreciation and insurance.
- 17.3** Paraeducators in the Community Based Transition Program will receive a fifteen dollar (\$15) per month cell phone stipend or a district provided cell phone for work purposes.
- 17.4 Paraeducators and Student Management**
Paraeducators are valued partners in student management.
- A. Each building will provide the opportunity for paraeducator input in design, implementation, and maintenance of the annual building plan.
 - B. Paraeducators will receive follow-up communication when requested on specific student incidents in which they were involved.
 - C. In extreme cases, a restorative process may be requested before a student may return to the classroom.

ARTICLE 18 - SALARY

- 18.1** The salary schedule for 2017-18 is attached hereto and by this reference incorporated herein.
- 18.2** Incremental moves will be provided for the life of the agreement. Employees shall move to their next step on September 1 provided they are hired on or before February 1. Professional Development Hours will be counted for salary purposes two times a year, on October 1 and February 1.
- 18.3** The salary schedule in year two (2018-19) will be increased by the Consumer Price Index for Seattle (CPI).
- 18.4** A longevity premium of twenty cents (\$.20) per hour shall be paid to those employees who complete ten (10) years of continuous service with the Sumner School District. In 2018-19 the longevity premium increases to twenty-five cents (\$.25) per hour.

A longevity premium of fifty cents (\$.50) per hour shall be paid to those employees who complete fifteen (15) years of continuous service with the Sumner School District. In 2018-19 the longevity premium increases to seventy-five cents (\$.75) per hour.

ARTICLE 19 – STATUS OF THE AGREEMENT

- 19.1** This Agreement shall become effective when ratified first by the Association and then by the Board of Directors of the Sumner School District No. 320.
- 19.2** This Agreement shall supersede any rules, regulations or policies of the District, which are specifically contrary to its expressed and specific terms.
- 19.3** In the event that an Article or Section of this Agreement is found to be contrary to law or to the findings of a court of competent jurisdiction, such Article or Section shall be null and void and all other Articles and Sections shall continue to full force and effect.

In the event an Article or Section of this Agreement is found to be contrary to law, such Article or Section may be opened by either party for the sole purpose of negotiating a replacement for said Section or Article.

- 19.4** This Agreement constitutes the full and effective agreement between the parties, acknowledging that the parties have had full and ample opportunity to advance all proposals in negotiations. It therefore concludes collective bargaining for its term, except as provided in Article 19.3 and Article 20.2, and except that both parties may mutually agree to change or modify any Section through their voluntary, mutual written consent.
- 19.5** The Association President and/or another representative will meet quarterly per the student calendar with the Executive Director of Human Resources or designee at a mutually agreed upon time to review and discuss problems and practices with the administration of this Agreement. Additional meetings may be scheduled as needed. An area for discussion in 2017-18 will be to review for the purposes of reducing the number of Time Limited Positions offered in Sumner.

ARTICLE 20 - DURATION

20.1 The term of the Agreement shall be from September 1, 2017 to August 31, 2019.

20.2 The parties shall enter into negotiations for a successor agreement no later than June 10 of the year of agreement expiration.

Signatures

**FOR THE
SUMNER SCHOOL DISTRICT #320**

Eric Markquant
School Board President

Ruben Arnold
Director

Paul Williams
Director

[Signature]
Director

[Signature]
Director

[Signature]
Superintendent

November 15, 2017
Date

**FOR THE SUMNER
PARAEDUCATOR ASSOCIATION**

Kathy Arnold

11/2/17
Date

2017-2018 Sumner Paraeducator Association Salary Schedule

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Year 10</u>	<u>Year 15</u>
Paraeducator	A	\$15.90	\$16.38	\$16.87	\$17.37	\$17.90	\$18.10	\$18.40
with 45+ PSDH	B	\$16.15	\$16.63	\$17.12	\$17.62	\$18.15	\$18.35	\$18.65
with 90+ PSDH	C	\$16.40	\$16.88	\$17.37	\$17.87	\$18.40	\$18.60	\$18.90
Paraeducator with Degree (Associates Degree or higher)	D	\$17.03	\$17.54	\$18.07	\$18.61	\$19.17	\$19.37	\$19.67
with 45+ PSDH	E	\$17.28	\$17.79	\$18.32	\$18.86	\$19.42	\$19.62	\$19.92
with 90+ PSDH	F	\$17.53	\$18.04	\$18.57	\$19.11	\$19.67	\$19.87	\$20.17
Differentiated Paraeducator (Employees with a Bachelors Degree hired prior to the 2017-18 school year will be grandfathered at this level)	G	\$17.61	\$18.14	\$18.68	\$19.24	\$19.82	\$20.02	\$20.32
with 45+ PSDH	H	\$17.86	\$18.39	\$18.93	\$19.49	\$20.07	\$20.27	\$20.57
with 90+ PSDH	I	\$18.11	\$18.64	\$19.18	\$19.74	\$20.32	\$20.52	\$20.82
Itinerant Paraeducator (As determined by the Special Services Department)	J	\$18.61	\$19.14	\$19.68	\$20.24	\$20.82	\$21.02	\$21.32
with 45+ PSDH	K	\$18.86	\$19.39	\$19.93	\$20.49	\$21.07	\$21.27	\$21.57
with 90+ PSDH	L	\$19.11	\$19.64	\$20.18	\$20.74	\$21.32	\$21.52	\$21.82
COTA/PTA/SLPA/Braillist/Bilingual/ Specialists	M	\$21.60	\$22.25	\$22.92	\$23.60	\$24.31	\$24.51	\$24.81
with 45+ PSDH	N	\$21.85	\$22.50	\$23.17	\$23.85	\$24.56	\$24.76	\$25.06
with 90+ PSDH	O	\$22.10	\$22.75	\$23.42	\$24.10	\$24.81	\$25.01	\$25.31
Licensed Practical Nurse	P	\$22.42	\$23.09	\$23.79	\$24.50	\$25.23	\$25.43	\$25.73
with 45+ PSDH	Q	\$22.67	\$23.34	\$24.04	\$24.75	\$25.48	\$25.68	\$25.98
with 90+ PSDH	R	\$22.92	\$23.59	\$24.29	\$25.00	\$25.73	\$25.93	\$26.23
VEBA	<p>Employees who complete 10 years of service with the Sumner School District will move to Year 10 on the salary schedule and will contribute Twenty Dollars (\$20) per month into a VEBA 1 account.</p> <p>Employees who complete 15 years of service with the Sumner School District will move to Year 15 on the salary schedule and will contribute fifty dollars (\$50) per month into a VEBA 1 account.</p>							
2017-2018 School Year	<p>Longevity Premium = \$.20 per hour for employees who complete 10 years of continuous service with the Sumner School District</p> <p>Longevity Premium = \$.50 per hour for employees who complete 15 years of continuous service with the Sumner School District</p>							
2018-2019 School Year	<p>Incremental moves will be provided, and the salary schedule will be increased by the Consumer Price Index for Seattle (CPI)</p> <p>Longevity Premium = \$.25 per hour for employees who complete 10 years of continuous service with the Sumner School District</p> <p>Longevity Premium = \$.75 per hour for employees who complete 15 years of continuous service with the Sumner School District</p>							

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