

# **AGREEMENT**

between the

**Board of Directors  
Tacoma School District No. 10  
and the**

**Tacoma Federation of  
ParaEducators  
Local 461, AFT/AFL-CIO**

**September 1, 2010- August 31, 2013**

**AGREEMENT**

**Tacoma, Washington**

# **TACOMA SCHOOL DISTRICT #10**

## **BOARD OF DIRECTORS**

**Debbie Winskill, President**  
**Kurt Miller, Vice President**  
**James Dugan**  
**Kim Golding**  
**Catherine Ushka-Hall**

## **SUPERINTENDENT**

**Arthur O. Jarvis, Ed.D.**

**Tacoma Federation of ParaEducators,**  
**Local 461, AFT/AFL-CIO**  
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1 **PREAMBLE**

2  
3 The following articles of this Agreement constitute the full and complete agreement by  
4 and between the Board of Directors of Tacoma School District No. 10 and the Tacoma  
5 Federation of ParaEducators, Local No. 461, AFT/AFL CIO.  
6

7 The parties hereto agree as follows:  
8

9 **ARTICLE I**  
10 **DEFINITIONS AND RECOGNITION**

11  
12 **Section 1. Definitions**

- 13  
14 1. **Board:** Board of Directors of Tacoma School District No. 10.  
15  
16 2. **District:** Tacoma School District No. 10.  
17  
18 3. **Employee:** Any employee of the District covered by this Agreement.  
19  
20 4. **Regular Employee:** An employee scheduled to work the equivalent of at least four  
21 (4) hours per day for the school year or any employee who works in an extra help  
22 assignment exceeding 420 hours in the same assignment during the school year.  
23  
24 5. **Seniority:** Consists of continuous service of employee as a ParaEducator within the  
25 District.  
26  
27 6. **Short-hour employee:** An employee scheduled to work less than four (4) hours per  
28 day and fifteen (15) hours per week for the student school year. Said employee shall  
29 receive the hourly rate of pay only and no other contractual benefits. A short-hour  
30 employee must work no more than 540 hours in a school year.  
31  
32 7. **Substitute Employee:** An employee hired for an extra help assignment of 420 hours  
33 or less in the same assignment during the school year, or hired to replace an absent  
34 employee, or hired to temporarily fill a vacancy. Said employee shall receive the  
35 substitute rate of pay only and no other contractual benefits.  
36  
37 8. **Superintendent:** Superintendent of Schools of Tacoma School District No. 10.  
38  
39 9. **Federation:** Tacoma Federation of ParaEducators, Local #461, AFT/AFL CIO.  
40

41 **Section 2. Recognition, Unit Designation, and Labor-Management Meetings**

- 42  
43 1. **Recognition:** The Board recognizes that the Federation is the exclusive  
44 representative of all employees in the bargaining unit described in subsection 2 of this  
45 section with respect to grievance procedures and collective negotiations on personnel

1 matters, including wages, hours and working conditions, which may be peculiar to the  
2 bargaining unit.

- 3  
4 2. **Bargaining unit:** The bargaining unit to which this Agreement is applicable is  
5 composed of all ParaEducators employed by the District in a budgeted position at  
6 least four (4) hours a day.

- 7  
8 3. **Labor-Management:** At least quarterly, or at the written request of the District or  
9 the Federation, labor-management meetings shall be held to discuss issues of mutual  
10 interest to the parties; to resolve concerns regarding the interpretation and  
11 implementation of the collective bargaining agreement and to provide an opportunity  
12 for the Federation to provide feedback on District operations and direction. The  
13 principles of interest-based decision-making will be used to organize discussions at  
14 labor-management meetings.

15  
16 In no event can agreements reached in labor-management meetings abridge, add to, or  
17 subtract from the collective bargaining agreement, provided however, that such  
18 agreements may be made subject to ratification by the Federation and the Tacoma  
19 School District No. 10 Board of Directors.

20  
21 The Federation may include up to three (3) employee representatives, inclusive of the  
22 President. The Assistant Superintendent for Human Resources and up to two (2)  
23 additional members shall represent the District. Other resource personnel shall be  
24 available upon request by either party.

25  
26 **ARTICLE II**  
27 **RIGHTS OF THE BOARD**

28  
29 **Section 3. Rights of the Board**

30  
31 The Board retains and reserves all powers, rights, authority, duties and responsibilities  
32 conferred upon and vested in it by the laws and the Constitution of the state of  
33 Washington and of the United States for the management and operation of the District,  
34 subject to the provisions of this Agreement.

35  
36 **ARTICLE III**  
37 **GRIEVANCE PROCEDURES**

38  
39 **Section 4. Guidelines**

- 40  
41 1. A grievance is a claim based upon an alleged violation or misapplication of the  
42 provisions of this agreement.  
43  
44 2. The intent of a grievance procedure is to provide a fair and respectful way to resolve  
45 disputes between the Federation and the District. Every effort should be made by  
46 both parties to resolve and settle these differences at the lowest possible level.

3. Any reference to "days" in this Article shall be understood to mean work days.
4. Any member of the bargaining unit filing a grievance shall have the right to Federation representation at any and all levels of the proceedings.
5. Any individual involved in grievance proceedings as a grievant, a witness, a representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of his or her reasonable participation in the process.
6. Grievances may be settled at any step, and nothing in this agreement shall preclude an informal settlement, agreed upon by both parties, at any step contained in this process.
7. Timelines within this process shall be strictly adhered to, unless extended by mutual agreement.
8. If the grievance is not filed within forty-five (45) days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.
9. The Federation shall be the sole and exclusive bargaining representative in the processing of all grievances.
10. Any individual within the bargaining unit may file a grievance and carry it through Step II. Pursuing a grievance beyond Step II requires that the Federation assume full and complete control of such an action. In pursuing a grievance through Step II, an employee may opt for alternative or self-representation. Any agreements or settlements made under such circumstances shall not alter, disregard, or modify the Collective Bargaining Agreement.
11. A grievance may be filed by the Federation if it impacts several employees or is an alleged contract violation not involving discipline. At the Federation's discretion such grievances may be filed at Level II and processed as if the Federation were an employee. If no employee is named in the grievance, the Federation must provide sufficient information to permit the District to investigate, resolve or adjudicate the grievance.

## **Section 5. Steps**

1. **Level I – Informal:** Any dispute or alleged agreement violation shall be submitted in writing, on an Official Grievance Form, to the employee's supervisor. Within ten (10) days of its receipt, the supervisor shall hold a meeting with the affected parties. A representative from Human Resources or designee may attend the meeting at the request of either party. The supervisor shall send the employee and the Federation a written summary of the outcome of the meeting within five (5) days of the meeting.

1 2. **Level II – Formal:** If no resolution has been reached, the aggrieved party is not  
2 satisfied with said resolution, or no decision has been made within five (5) days of the  
3 Level I meeting, the grievance may be submitted to the Assistant Superintendent for  
4 Human Resources. Within five (5) days of receipt a meeting with the affected parties  
5 or a hearing with the Superintendent or designee shall be scheduled. Ten (10) days  
6 after the meeting or hearing the District’s decision on the disposition of the grievance  
7 shall be rendered. Any settlement of the grievance shall be implemented in a timely  
8 manner within the technical ability of the District.

9  
10 3. **Level III - Alternative Dispute Resolution:** If the Federation is not satisfied with  
11 the District’s decision they shall have five (5) days to submit the grievance, along  
12 with a written request for Alternative Dispute Resolution (ADR), to the  
13 Superintendent. Within five (5) days of receipt, the Superintendent, or designee, and  
14 the Federation shall mutually agree to one of the following, or other mutually  
15 acceptable, forms of ADR in an attempt to resolve the matter:

16  
17 a. Settlement between the parties

18  
19 b. Mediation utilizing the services of either the Public Employment Relations  
20 Commission (PERC) or the Federal Mediation and Conciliation Services (FMCS)

21  
22 c. Mediation, with the mediator acting in a fact-finding capacity, from either PERC  
23 or FMCS

24  
25 4. **Level IV - Binding Arbitration:** If no resolution is reached in Level III, the  
26 Federation shall have five (5) days to opt for binding arbitration by informing the  
27 Superintendent in writing and requesting a list of at least five (5) arbitrators from the  
28 American Arbitration Association. Within five (5) days of receiving the list,  
29 representatives from the Federation and the District shall meet to mutually decide  
30 upon an arbitrator.

31  
32 The arbitrator's findings will be submitted in writing as soon as possible to the  
33 Federation and the District, and shall set forth findings of fact, reasoning and  
34 conclusions on the issues submitted. The arbitrator's decision shall be consistent with  
35 existing statutes and shall be binding on both parties.

36  
37 The fees and expenses of the arbitrator shall be shared equally by the Federation and  
38 the District. All other incidental costs, such as filing fees or requests for stenographic  
39 records, shall be borne by the requesting party. Each party will bear its own costs of  
40 arbitration, including attorney fees.

**ARTICLE IV**  
**GENERAL AGREEMENT PROVISIONS**

**Section 6. Negotiation Procedures**

1. The parties shall initiate collective bargaining at least ninety (90) days prior to the expiration date of the Agreement. The Federation and District negotiating teams shall be trained in interest-based negotiations prior to the expiration date of the Agreement and shall decide if such a negotiations process shall be utilized in bargaining the successor agreement.
2. It is agreed that authorized representatives of the Board and the Federation will meet to discuss job classification and wage rates before the annual District budget is adopted.
3. Negotiations shall be conducted at mutually agreeable times. Up to five (5) negotiators for the Federation will be released from school during the school year without loss of pay when negotiation sessions are scheduled during the student school day.
4. Every effort will be made to complete negotiations by the termination date of this Agreement, except when extended by mutual consent of the parties.
5. Agreements reached between the parties to this Agreement shall become effective only when signed by authorized representatives of the Board and the Federation after ratification.

**Section 7. Staff Diversity Plan**

The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal and state law. Recommendations for changes in the Plan may be made by the Federation. Copies of the Staff Diversity Plan shall be kept on file in each school and shall be available to employees upon request from the Human Resources Office.

**Section 8. Equitable Treatment**

The District will not illegally discriminate in applying the provisions of this Agreement.

The Board agrees that it will not discriminate against employees because of their membership or nonmembership in employee organizations.

**Section 9. Rights of the Federation**

1. **Representation Fee:** No employee will be required to join the Federation; however, those employees who are not Federation members but are members of the bargaining unit will have deducted from their salaries a representation fee. The District is

1 authorized to deduct the required amount from each monthly paycheck. The amount  
2 of the representation fee will be determined by the Federation and communicated to  
3 the Business Office in writing. The representation fee shall not include a political  
4 contribution. The representation fee shall be regarded as fair compensation and  
5 reimbursement to the Federation for fulfilling its legal obligation to represent all  
6 members of the bargaining unit.

7  
8 In the event that the representation fee is regarded by an employee as a violation of  
9 his/her right to nonassociation, such bonafide objections will be resolved according to  
10 the provisions of RCW 41.56.122 and the appropriate WAC.

11  
12 The Federation agrees to defend, indemnify, and hold the District harmless (suits by  
13 the District excepted) against any and all claims, suits, orders, or judgments brought  
14 or issued against the District pursuant to proper implementation of this section  
15 contingent upon the District's agreement that the Federation shall be authorized to  
16 defend such suit through an attorney of the Federation's own choosing.

- 17  
18 2. **Bulletin Boards:** The Federation may post notices of its activities and matters of  
19 organizational concern on the staff bulletin board(s) in accordance with District  
20 regulations and rules of each school.

21  
22 The Federation agrees not to post information which is libelous, slanderous, not in  
23 good taste, or in support of any political cause or candidate. The Federation is  
24 responsible for the prompt removal of any notices or bulletins that have become  
25 outdated.

- 26  
27 3. **Building Use:** The Federation may use District facilities for meetings in accordance  
28 with District policies for use of school facilities provided that such meetings will not  
29 interfere with nor interrupt the normal operation of the school.

- 30  
31 4. **Delivery Service:** The Federation may use the intra district delivery service provided  
32 said use does not violate federal or state statute and does not require added costs for  
33 the District. The Federation shall indemnify and hold the District harmless for all  
34 actions and costs that may result from such use of the District mail service by the  
35 Federation.

- 36  
37 5. **Communications:** The Federation shall have the sole and exclusive right to  
38 communicate with employees represented by the Federation through use of District  
39 mailboxes in the building and use of staff bulletin boards, except as provided by law.  
40 In implementing this section the only requirement of the District is to notify each  
41 competing organization that the Federation has the aforementioned sole and exclusive  
42 right.

- 43  
44 6. **School Visitation:** The President of the Federation, or a designee, may visit schools  
45 after prior notifications to the building principal provided that this will not interfere

1 with nor interrupt normal operation of the school. Said person will check in through  
2 the school's office.

- 3  
4 7. **Released Time:** The District will provide, at District expense, eighteen (18) days of  
5 released time per year for the Federation President or designee. In addition, the  
6 Federation President or his/her designee shall be allowed five (5) days per month to  
7 accumulate annually to a maximum of sixty (60) days leave with pay. The Federation  
8 shall reimburse the District for the cost of the substitute. The leave shall not be  
9 granted if the purpose violates Ch. 41.56 RCW.

10  
11 The Federation will notify the District of its intention to use such leaves in advance  
12 and in accordance with the District procedures. The purpose of the leave shall be  
13 clearly stated.

- 14  
15 8. **Employee List:** The District will provide the Federation with the following  
16 employee information on a monthly basis from September to June: Name, address,  
17 position, location code and salary schedule code.

18  
19 **ARTICLE V**  
20 **WAGES AND BENEFITS**

21  
22 **Section 10. Wages**

- 23  
24 1. **Wages:** For each year of the agreement wages shall be increased by an amount equal  
25 to state pass through percentage for classified employees in addition to earned service  
26 increments as appended herein. In the 2010-11 school year the District will provide  
27 an additional 1.5% increase; 0% in the 2011-12 school year and .7% in the 2012-13  
28 school year.

- 29  
30 2. **Work Outside the Normal Workday:** ParaEducators required to work outside the  
31 normal work day by the building principal or immediate administrative supervisor  
32 shall be compensated at her/his normal hourly rate of pay in compliance with  
33 applicable FLSA regulations. At the employee's request, with supervisory approval,  
34 compensatory time may be granted, see Section 12 (3).

35  
36 ParaEducators are encouraged to participate in District committees and on Site  
37 Centered Decision Making (SCDM) teams within their assigned school and shall be  
38 compensated consistent with funding sources and as determined by the SCDM  
39 process and the Fair Labor Standards Act.

- 40  
41 3. **Service Increments:** To qualify for a service increment, an employee must have had  
42 a minimum of ninety (90) days worked and/or paid days of leave within the  
43 authorized work year in a permanent position as a regularly employed ParaEducator  
44 with the District.

- 1 4. **Pay Rate Following New Classification:** When a ParaEducator's position is  
2 reclassified to a higher position, or when a ParaEducator transfers to a position with a  
3 higher classification, the ParaEducator will be placed in the salary schedule column  
4 of the new classification that is closest to the ParaEducator's current rate of pay, plus  
5 at least \$.25 per hour.  
6
- 7 5. **Credit for Previous Service:** A former ParaEducator employee who returns to a  
8 ParaEducator position with the District within five (5) years of date of separation will  
9 be reappointed on the same step on the salary schedule and will be credited for years  
10 of service, and all accumulated sick leave the employee had at the time employment  
11 ended. However, sick leave may not be reinstated if the sick leave days have been  
12 used while employed by another employer or paid pursuant to the attendance  
13 incentive program (sick leave buy-back).  
14
- 15 6. **Payment of Wages**  
16
- 17 a. A ParaEducator will be paid in twenty four (24) equal installments in accordance  
18 with the District's payroll procedures, payable not later than the 5th and 20th of  
19 each month, normally beginning September 20.  
20
- 21 Exception: When program funding guidelines dictate that monies must be  
22 expended within a specific period of time or revert back to the funding source,  
23 affected ParaEducators may be paid the balance of their earned compensation on  
24 or before June 30.  
25
- 26 ParaEducators hired after March 8 will be paid in equal installments for each pay  
27 period between their date of hire and the last pay period for the year.  
28
- 29 b. All bargaining unit employees will have their pay warrants deposited by  
30 automatic payroll deposit to an institution(s) of their choice.  
31
- 32 c. Upon the employee's written authorization, the District will deduct an employee's  
33 monthly Federation dues and contributions to the AFT-COPE in accordance with  
34 District procedures.  
35
- 36 d. The district will deduct from the employee's salary the authorized voluntary  
37 and/or mandated remittances to the designated financial institutions.  
38
- 39 7. **Compensation for Overnight Student Activities:** ParaEducators authorized to  
40 participate in an overnight activity shall receive six (6) hours of compensation at  
41 their regular hourly rate of pay, calculated at time and one-half if applicable when  
42 supervising students in addition to authorized hours worked for each night.  
43
- 44 8. **Pay Rate/Extra Pay:** ParaEducators employed for extra pay for extra work outside  
45 of their regular assignment will be paid at their regular hourly rate of pay, calculated  
46 at time and one-half if applicable.

1 9. **Pay Rate/Summer School:** Regular employees who work for a summer school  
2 program will be paid their regular rate of pay. Non regular employees will be paid  
3 the substitute rate of pay.  
4

5 10. **Substitute Rights:** The District will pay ParaEducator substitutes the hourly rate  
6 equivalent to PA-2, Step B of the current ParaEducator Salary Schedule. The District  
7 may, at its discretion, pay a rate differential to substitute ParaEducators in licensed  
8 and/or specialized assignments, including but not limited to, designated programs in  
9 Special Education.  
10

11 In addition, a pay differential for retirees may also be established. Substitute  
12 ParaEducators shall receive only hourly compensation and no other benefits or  
13 contractual rights unless otherwise provided for in the Agreement.  
14

## 15 11. **Holidays**

16 a. All employees shall receive the following paid District observed holidays:  
17  
18

Veterans' Day	Thanksgiving Day	Day after Thanksgiving
December 24	December 25	January 1
Martin Luther King, Jr. Day	Presidents' Day	Memorial Day
Labor Day (In such school years when Labor day is included in school year.)		

19  
20 b. Employees will be paid for District observed holidays that fall within their  
21 assigned work year provided they work the regular work day before and the  
22 regular work day after the holiday, or the employee is on an authorized absence  
23 with pay.  
24

25 Eligible employees shall receive pay equal to their regular hourly rate.  
26

27 c. Employees who are required to work on the above described holidays shall  
28 receive the pay due them for the holiday in addition to their regular rate of pay for  
29 all hours worked on such holidays.  
30

## 31 **Section 11. Professional Development**

32  
33 1. **Staff Development/Optional Hours:** ParaEducators working twenty (20) or more  
34 hours weekly may participate in District-authorized workshops and shall be  
35 compensated at their regular pay rate for inservice attendance in Section 11 (7).  
36

37 The number of in-service hours available to a ParaEducator shall be allocated on a  
38 pro-rata basis determined by the number of hours worked by the employee per week,

1 i.e., 20 hours worked per week results in an available allocation of 20 in-service  
2 hours.

3  
4 The ParaEducators may choose:

- 5  
6 a. To use their allocated in-service hours during nonwork hours for approved  
7 professional development activities, or  
8  
9 b. To attend workshops, job exchanges or classes without a loss of pay during their  
10 regular work day and the District will provide a substitute in lieu of in-service  
11 pay. Requests for a substitute for such attendance must be made ten (10) work  
12 days prior to their attendance.  
13  
14 c. To pay the registration fee for a District-authorized workshop.  
15  
16 d. A combination of the above a., band c. (Not to exceed the in-service allocation).  
17

18 ParaEducators, at their individual request may have documentation of their in-service  
19 training included in their personnel file. Professional development activities must be  
20 approved in advance by the assigned supervisor. Requests will not be arbitrarily  
21 denied.  
22

- 23 2. **District Option Inservice/Training:** The District, at its option may require  
24 participation of up to fifteen (15) hours of inservice annually to be provided during  
25 the work day or shall be compensated at the employee's regular rate of pay or the  
26 applicable presenter's rate established by the District. The District shall notify the  
27 Federation no later than September 30 of each year regarding the District's intent to  
28 require such participation. No disciplinary action shall be taken by the District in the  
29 event that an employee is unable to attend such inservice provided that an authorized  
30 absence has been approved.  
31  
32 3. **Unused Funds:** Allocation of unused monies from one year to another will be made  
33 to an inservice pool to support the 15 hours of required training. The parties agree  
34 that such training may take place on waiver days if appropriate.  
35  
36 4. **Professional Excellence Program (PEP):** ParaEducators who have earned  
37 Excellence Program Awards for participation and demonstrated competency in the  
38 Professional Excellence Program shall receive an award of \$400. Successful  
39 completion of thirty (30) hours of course work in a program component entitles each  
40 ParaEducator to a PEP award. A maximum of two (2) PEP awards may be earned  
41 between September 1 and August 31 of each year. Thirty hours of college level class  
42 work as part of a degree program may be submitted to the PEP Advisory Committee  
43 for consideration for a PEP award stipend (limited to one per year). The parties will  
44 conduct a review of Professional Excellence Program awards during this contract  
45 period.

- 1 5. **Advisory Committee:** In order to provide ParaEducator input in defining the in-  
2 service needs of ParaEducator staff three members selected by the Federation and  
3 three representatives selected by the Superintendent shall be appointed to an advisory  
4 committee.  
5
- 6 6. **Pay Rate/Inservice Attendance:** An employee who is authorized to attend a District  
7 workshop, inservice or curriculum development day for pay shall be compensated at  
8 The employee's regular rate of pay, calculated at time and one-half if appropriate.  
9
- 10 7. **Pay Rate/Presenter:** A ParaEducator who is an authorized presenter at a District  
11 sponsored workshop will be compensated at the same rate as other presenters for the  
12 workshop.  
13

## 14 **Section 12. Hours**

### 15 **1. Lunch/Breaks**

- 16
- 17
- 18 a. All employees who work five (5) or more hours per day will be entitled to a one  
19 half hour non paid duty free lunch period.  
20
- 21 b. Seven (7) and eight (8) hour employees shall be entitled to two (2) paid fifteen  
22 (15) minute breaks during the work day.  
23
- 24 c. Employees who work at least four (4) hours but less than seven (7) hours shall be  
25 entitled to one (1) fifteen (15) minute break during the work day.  
26

- 27 2. Employee schedules, including breaks and lunch periods, shall be posted at each work  
28 site.  
29

- 30 3. **Additional Hours and/or Compensatory Time:** An employee may not work  
31 additional work hours unless authorized in writing by the employee's immediate  
32 supervisor (school principal or program administrator, not a teacher).  
33

34 With authorization an employee may work flex time (moving hours of work from one  
35 day within one week to another day within the same week, but not exceeding the total  
36 hours of work authorized for that week) or additional hours beyond the employee's  
37 usual work week. Additional hours worked will be documented in writing and  
38 certified by the employee and immediate supervisor. Additional hours over forty (40)  
39 hours per week shall be at the time and one half rate to be paid or taken as  
40 compensatory time at employee's discretion with supervisory approval.  
41

42 Compensatory time earned must be used prior to the end of the current school year.  
43 Unused compensatory time will be cashed out at the end of the current fiscal year  
44 (August 31). In the event that an emergency precludes the use of scheduled  
45 compensatory time, the employee may request compensation or may reschedule

compensatory time use with the immediate supervisor. Compensatory time accruals shall not exceed forty (40) hours at the time and one-half rate.

All compensatory time, optional hours, or extra pay for extra work shall be authorized by the principal/supervisor prior to the overtime on a form which shall be mutually agreed upon by the District and the Federation. See Appendix VII ParaEducator Pre-approved Compensatory Time/Additional Hours Form. Both the employee and the supervisor shall maintain a copy of the authorization documentation. In the event that compensatory time is the choice of the employee in lieu of pay, use will be pre-established and agreed upon by the employee and the principal/supervisor.

### **Section 13. School Year**

The school year as it pertains to this Agreement is defined as 182 days except as the school year may be modified by the Board. ParaEducators will be provided with work or staff development opportunities equal to their regular daily shift on each of the student waiver days that the District implements. ParaEducators, in consultation with their supervisors, should prioritize building or program-based activities, training required for the ParaEducator's specific position, work related to the ParaEducator's normal assignments and then District-offered staff development in choosing activities for student waiver days.

### **Section 14. Summer School**

Summer school includes all programs operating during the period after a regular school year and before the ensuing regular school year.

### **Section 15. Insurance Benefits**

1. All insurance programs shall be offered to the employees through the Sound Partnership (hereinafter "TRUST"), unless otherwise expressly provided for the term of this Agreement.
2. In keeping with the powers and responsibilities as described in the TRUST document, the trustees shall determine the benefits to be provided and the contributions required of eligible full-time and eligible part-time plan participants. The TRUST shall offer Long-Term Disability, Group Term Life, Vision, Dental and Health insurances.
3. The District shall provide an insurance benefit contribution to the TRUST of the State allocation amount per month designated for current employees, per eligible FTE.
4. **Eligibility:** An employee is eligible for insurance benefits if the employee's regular working assignment is for at least four (4) hours per day. An employee whose working assignment is for at least four (4) hours per day or more but not full time shall be eligible for a prorated payment for insurance benefits as follows: Employees with an assignment of seven (7) or more hours per day will have full insurance

benefits, employees with an assignment of between six (6) and seven (7) hours per day will have benefits pro-rated on the basis of seven (7) hours equaling one (1.0) full-time equivalent, and employees with an assignment of between four (4) and six (6) hours per day will have benefits pro-rated on the basis of eight (8) hours equaling one (1.0) full-time equivalent.

In the event of a qualified change in family or employment status, an employee will be allowed thirty (30) days in which to enroll in the health insurance plan.

There will be insurance benefit adjustments made twice a year for regular bus monitors. One such adjustment will be at the conclusion of the first semester of school and the second adjustment will be at the end of the school year. Each adjustment will be based on the average number of hours worked for the preceding period. The computation will be driven from the number of regular, authorized work days (182), excluding "extra work days," i.e., Saturdays, summer schedule, etc.

There will be no adjustment made in leave accruals or usage. Retirement contributions are automatically taken based on the number of hours paid. A summary of the calculations will be provided to the staff for their reference upon request.

5. The insurance benefit contributions and provisions contained in this section shall remain in full force and effect for the duration of the agreement and may be reopened for negotiations only in the following events unless otherwise provided for in this agreement:

- a. Legislation is passed which requires fringe benefit coverage from another source;
- b. Any provision of this section does not comply with the law; or
- c. The TRUST is dissolved or considers dissolving.

## **Section 16. Travel Allowance**

1. Employees approved by the Superintendent or designee to use their private vehicles to travel on school business or school related functions, as approved by the immediate administrator, shall be compensated at the IRS established rate.
2. Travel from home to work and from work or last place of call to home is not reimbursable.

## **ARTICLE VI GENERAL CONDITIONS**

## **Section 17. Program Procedures**

1. On the first staff day of the school year, all staff including bus monitors shall receive instruction on their duties and responsibilities. Bus monitors shall receive first aid instruction and instruction on other related topics. A bus monitor may participate in

District-authorized workshops/in-services, including transportation department inservice which would enhance the employee's job skills as a part of the negotiated workshop hours and is consistent with the development of the ParaEducator's Professional Growth Plan.

2. The principal and/or program coordinator will meet with regular employees within the first month of school to acquaint them with their job assignment. It is understood that job assignments are not delimiting but are stated in general terms, and do not preclude other appropriate assignments or responsibilities; provided, however, no employee shall be required to perform errands and tasks of a personal nature for other members of the staff. The principal will inform building staff of the employee's scheduled work hours, and the requirement to scheduled duty-free lunch and rest breaks, consistent with Section 12 (1 and 2).

The principal or program coordinator or their designee will meet with newly hired or transferring employees within five (5) work days of their arrival for the purpose of orientation. Such orientation should include, but will not be limited to, instructions regarding school rules, applicable District policies, program procedures, attendance requirements including work hours and breaks, job duties and responsibilities, a tour of the school or program facilities.

3. An employee working with students who have established medical care requirements (non-emergency), will be advised of any specific District policies pertaining to the employees responsibilities in such care before they are required to provide such care.

Any job assignment where the employee is given the responsibility of providing any care relative to established medical requirements, the employee will be provided with appropriate training before they are required to provide such care.

4. Every employee shall work to maximum efficiency.

5. The class is assigned to a teacher, not a ParaEducator. The teacher, not the ParaEducator, is responsible for the class.

In programs where a classroom is assigned to an ECEAP/Head Start Associate ParaEducator and a designated program ParaEducator is assigned to work with the Associate, the Associate ParaEducator is responsible for the class.

6. The teacher may not abdicate his or her professional duties or responsibilities to a ParaEducator.
7. ParaEducators shall be compensated in compliance with the Fair Labor Standards Act (FLSA) for required tasks performed at the direction of the principal/supervisor which are beyond their work hours
8. An employee who works outside the regularly scheduled 182 day work year shall

1 receive no additional benefits other than hourly wage unless that employee is  
2 considered a twelve (12) month employee.

3  
4 9. An employee may be required to cover a class only in case of an emergency.

5  
6 An emergency is understood to mean a sudden condition or state of affairs calling for  
7 immediate action or when arrangements for a regular substitute cannot be made,  
8 either because of a time factor or the unavailability of a qualified substitute.

9  
10 If it is evident that the emergency will extend beyond one (1) hour and if time will  
11 permit a qualified certified substitute to cover at least two (2) hours of the school day,  
12 he/she/they will be immediately called. If a qualified certified substitute is not  
13 available, a qualified certified teacher within the building will be sought to cover the  
14 class prior to requesting a ParaEducator to cover the classroom.

15  
16 In the absence of the regularly assigned teacher, a District-provided certificated  
17 substitute shall be responsible for the class. If the ParaEducator has concerns  
18 regarding the substitute's readiness to address the needs of this assignment, the  
19 ParaEducator shall notify his/her immediate supervisor of the concerns as soon as  
20 possible.

21  
22 In the event a certificated substitute or a certificated teacher is not provided or is  
23 provided but not present in the classroom at all times within one-half (1/2) hour of the  
24 onset of an emergency, a ParaEducator who is providing substitute coverage shall  
25 receive regular pay and \$10 per hour for each occurrence:

26  
27 The additional compensation will commence from the time the employee begins the  
28 classroom coverage. The ParaEducator will be provided a Compensation for  
29 Covering a Class form. The form shall be completed by the ParaEducator and shall  
30 be certified and submitted by the supervisor within three (3) work days of the receipt  
31 of the form.

32  
33 In the situation where more than one (1) ParaEducator is assigned to the classroom,  
34 the immediate supervisor must designate a ParaEducator as the authorized substitute  
35 to take responsibility and receive the stipend.

36  
37 In programs (such as Head Start and ECEAP) when the Associate ParaEducator is  
38 absent, the designated program ParaEducator assigned to the program may be given  
39 the assignment to take over the Associate's duties; and a substitute will be called to  
40 assist the Educational Assistant ParaEducator. In this situation, the ParaEducator  
41 shall receive their regular pay and \$2.75 per hour.

42  
43 10. An employee will not be required to move heavy boxes, furniture, desks or cabinets.  
44

- 1 11. An employee will not be required to use his or her private vehicle to transport  
2 themselves, students, or other members of the public on a field trip, sports event or  
3 for any other reason unless so stated in the job description.  
4
- 5 12. No employee shall be required to work alone in any building before or after school  
6 hours unless appropriate safety measures have been taken.  
7
- 8 13. Whenever a regular bus monitor is available to work in the absence of another bus  
9 monitor, or when a vacancy occurs which provides for additional hours, the most  
10 senior qualified monitor available shall be offered the run/position. If that monitor  
11 declines the run/position, then the next most senior available monitor will be offered  
12 the run/position. Only if no qualified regular bus monitor is available will a substitute  
13 be utilized. For purposes of this agreement, qualifications may include experience  
14 and capability in working with the behavioral and physical characteristics of students  
15 served on the run. In addition, the personal safety of staff and students may serve as a  
16 qualifying factor in selection.  
17

18 14. Student Discipline  
19

- 20 a. School employees and administrators should work together in a mutually  
21 supportive manner to maintain proper student conduct.  
22
- 23 b. When a student's behavior causes serious disruption or violates the Student's  
24 Rights and Responsibilities and Regulations in the classroom or any other school  
25 location, the employee shall report it to the principal/supervising teacher.  
26

27 The ParaEducator shall be given effective support and such authority in student  
28 discipline situations only as deemed appropriate by the principal or his/her  
29 designee. Such support and authority shall be consistent with the law, the  
30 Student's Rights and Responsibilities and Regulations and the policies/procedures  
31 of the District.  
32

33 ParaEducators who are assigned supervisory duties will have immediate access to  
34 certificated personnel during the supervisory period.  
35

36 An employee may use such reasonable force as is necessary and lawful to protect  
37 him or herself from attack or to prevent injury to another employee or student.  
38

39 Any assault upon an employee shall be promptly reported to the Principal or  
40 his/her designee. The Principal shall in turn report the assault to the  
41 Superintendent and shall notify the ParaEducator of disciplinary action taken.  
42

43 A student who commits assault on an employee in the performance of his/her  
44 duties, including extra-curricular duties, shall be disciplined immediately  
45 according to procedures established for this purpose.  
46

1 **Section 18. Seniority**

2  
3 Seniority, according to this Agreement, shall consist of continuous service of the  
4 employee as a ParaEducator with the District. Seniority among employees with the same  
5 amount of seniority shall be determined by lot. Seniority will be restored for employees  
6 who return to the District pursuant to Section 10 (5).  
7

8 **Section 19. Assignments and Transfers**

- 9  
10 1. It shall be the policy of the District to staff positions with the best qualified person,  
11 provided, however, agreed upon hiring, assignment and transfer procedures are  
12 followed.  
13  
14 2. All transfers shall be made by the Human Resources Department.  
15  
16 3. ParaEducator employees shall not be precluded from applying and being considered  
17 for any position vacancy in the District for which the employee is qualified.  
18  
19 4. Placement in any position is subject to program eligibility guidelines where and when  
20 applicable  
21  
22 5. ParaEducators are placed on the salary schedule according to classification.  
23  
24 6. The District and the Federation may jointly choose to designate some positions as  
25 “hard to fill”. A signing bonus of \$500 will be awarded for these positions.  
26  
27 7. A regular employee is eligible for transfer after completion of three (3) months  
28 probationary period and an acceptable evaluation. If an evaluation rating less than  
29 acceptable is given to an employee, it must be reviewed with the employee on or  
30 before the end of the third month. The employee cannot be given a probation  
31 evaluation below an acceptable rating beyond the end of the third (3rd) month.  
32  
33 8. A regular employee may apply as an applicant for advertised positions during the  
34 three (3) month probationary period. If selected, said employee must complete a  
35 three (3) month probationary period in the new position.  
36  
37 In the event that a substitute who has served in a specific assignment for 420 hours or  
38 more and is the successful applicant should the position become a vacancy, the three  
39 (3) month probation period shall be waived.  
40  
41 9. Reassigned employees from the layoff pool and displaced employees  
42  
43 a. An employee in the layoff pool or a displaced employee who cannot be placed in  
44 the same classification and who is subsequently assigned to a lower classification  
45 which results in a lower rate of pay will be frozen at the hourly rate said employee  
46 would have been at on the first (1st) work day in September of the following school

1 year if he/she had remained in the previous assignment until the employee's regular  
2 rate of pay on the salary schedule equals or exceeds the frozen rate of pay.

3  
4 b. An employee reassigned to a position that is more than two (2) classifications  
5 below that of the previous assignment will be required to apply, if qualified, for  
6 vacancies that fall within two (2) classifications of the previous assignment, while  
7 maintaining the grandfathered rate of pay.

8  
9 10. NOTE THE PARTIES HAVE AGREED TO A MEMORANDUM OF  
10 UNDERSTANDING (MOU) REGARDING THE PROCESS FOR FILLING  
11 POSITIONS WHICH SHALL BE PUT IN PLACE ON A TRIAL BASIS FOR A  
12 TWO-YEAR PERIOD AND BE REVISITED PRIOR TO THE BEGINNING OF  
13 THE 2012-13 SCHOOL YEAR.

14  
15 **THE PROCEDURES NOTED WITH AN ASTERICK\* WILL BE IN EFFECT**  
16 **ONLY DURING THE LIFE OF THE MOU:**

17  
18  
19 \*The District shall create a hiring pool from qualified applicants for vacant positions.

20  
21 \* All interested applicants shall submit a completed application. This application  
22 may be updated and re-submitted at any time.

23  
24 \*Applicants will be considered for vacant pool positions in the following order:

25  
26 a. Layoff pool

27  
28 b. Displaced pool

29  
30 c. Regular employees in the bargaining unit for whom the position is an  
31 increase in level, hours or work year

32  
33 d. Transfers

34  
35 e. Substitutes

36  
37 f. All others

38  
39 \*The three most senior, qualified applicants from the pool will be referred in  
40 descending order from the above listing. Should an employee be deemed to “not  
41 meet the requirements of the position” the reasons shall be reviewed by the Human  
42 Resources Department and shared with the employee and Federation prior to other  
43 candidates being referred.

44  
45 \*The hiring department is entitled to consider a minimum of three qualified  
46 candidates unless the position is filled via administrative transfer.

1 \*All ParaEducators who are RIF'd, displaced or are seeking a different position in the  
2 District shall be placed in a hiring pool.

3  
4 \* RIF'd and displaced ParaEducators shall be granted priority over those seeking to  
5 transfer or change their position, substitutes and other applicants, including those  
6 not currently employed by the District in a regular position.

7  
8 \*Should a ParaEducator, with at least fifteen (15) years experience with the District,  
9 not be selected for a position at the start of the school year they shall be granted  
10 Super Seniority and be placed at the head of the substitute pool. Their wages and  
11 benefits from their last permanent position shall be maintained for a period of two  
12 years. Should they refuse a third offer of employment by the District their Super  
13 Seniority shall be revoked.

14  
15 

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16  
17 **11. THE FOLLOWING PARAGRAPHS ARE NOT IN FORCE DURING THE**  
18 **LIFE OF THE MOU:**

19  
20 When new positions are created and/or as vacancies occur, they shall be advertised on  
21 the District's website and open for a period of five (5) work days except as otherwise  
22 provided for in the Agreement. Selection shall be based upon the three (3) most  
23 senior applicants meeting the minimum required qualifications; provided, however, a  
24 minimum of three (3) candidates may be considered in final reviews from among the  
25 following priority:

- 26  
27 a. Regular employees and employees in the layoff pool.  
28 b. Substitute ParaEducators and all others.

29  
30 If an employee is in an interview pool of three (3) and no applicant from that pool is  
31 selected for the position, the employee may contact the Director of Classified Human  
32 Resources to discuss the circumstances.

33  
34 Newly created positions and openings in existing positions which occur during the  
35 summer will be advertised in a notice sent to the homes of regular employees no later  
36 than the third (3rd) Friday in August. All other openings which occur after the third  
37 (3rd) Friday in August will be advertised on the District website for a minimum  
38 period of two (2) days. Consideration for these positions will be in accordance with  
39 the priority system described in this section.

40  
41 Vacant positions will be advertised within ten (10) working days of the vacancy.

42  
43 When necessary, a substitute ParaEducator shall be placed in a vacant position until  
44 the position is filled in order to prevent the disruption of District programs. When, in  
45 the judgment of the District, a position cannot be filled within a reasonable time  
46 frame, it will be filled the first (1st) working day of the month, no later than two (2)

1 months following the opening of the vacancy unless otherwise agreed to by the  
2 Federation.

3  
4 Displaced employees meeting minimal requirements shall be placed into  
5 ParaEducator positions according to the priority hiring system.  
6

7  
8  
9 **Section 20. 420 Hour Employees**

10  
11 Substitute and temporary employees who work over 420 hours in an eligible position  
12 default into “regular employee” status. This provision may adversely impact transfer  
13 opportunities for other ParaEducators with more seniority. The status of the “420  
14 hour” employees and their assignments for the following school year is as follows:  
15

- 16 a. Any employee who has secured his/her assignment for the school year by  
17 exceeding 420 hours in the same substitute or temporary assignment, will be  
18 designated for displacement at the conclusion of the year.  
19  
20 b. Any assignments held by employees in item “a” above that are authorized for  
21 continuation the following school year, will be advertised pursuant to the  
22 requirements of any newly authorized positions.  
23

24 **Section 21. Administrative Transfer**

25  
26 The administrative transfer of an employee from one (1) school, location or program  
27 to another school, location or program, may be made when a different assignment is  
28 deemed to be appropriate in order to meet the needs of the District. The appropriate  
29 administrator will consult with both the employee and administrator to whom the  
30 employee is assigned. The administrator will explain the purpose or need for the  
31 transfer and solicit input from the parties. The affected employee may request, within  
32 two (2) weeks of the initial notice, a meeting with the administrator for further  
33 clarification. The administrative transfer of an employee will not be done arbitrarily  
34 or capriciously.  
35

36 When it becomes necessary to administratively transfer an employee due to a conflict  
37 of personalities, and where it is evident that the effort has been made by the employee  
38 to resolve the conflict and when to continue assignment in the same position would be  
39 harmful to the employee or the program, the District, after consultation with the  
40 employee and the Federation, may reassign the employee, without loss of pay, to  
41 another position. Any administrative transfer of an employee which is not  
42 disciplinary may not result in loss of pay to the employee. Administrative transfer  
43 with loss of pay may occur only when included and spelled out as a part of the  
44 disciplinary action and when progressive discipline procedures are followed.  
45

Any complaint made against an employee, by a parent, a student or other persons which would have the potential of affecting the employee's assignment with the District will be called to the attention of the employee as soon as possible.

## **Section 22. Classification**

a. In the event a ParaEducator(s), supervisor and/or Superintendent feel(s) that the position has been inappropriately placed based on the knowledge, experience, decision-making authority, supervision and conditions of the job when compared to employees in other classifications, he/she/they may request a review of the classification placement to the Manager, Compensation and Classified Professional Development in the Human Resources Department. Positions which have been reviewed within the past eighteen (18) months shall not be considered for reclassification unless significant changes in position responsibilities have occurred.

b. The time period when review requests may be made are from November 1 through December 1 and from April 1 through May 1 of each school year.

The District will notify the Federation in writing of each classification review request and allow Federation participation in any meetings with the employee regarding the request. The Assistant Superintendent of the Human Resources Department/designee will respond to the employee no later than sixty (60) work days following the filing of the appeal.

c. If the employee(s) disagree(s) with the findings of the classification review, he/she/they may appeal within ten (10) working days of receiving written notice of the findings, to a review committee made up of the Deputy Superintendent, or his/her designee, the President of the Federation or his/her designee, and a District employee mutually agreed upon by the Superintendent and the President of the Federation. Within thirty (30) work days, the committee will review the placement and make a recommendation. The Human Resources Department will notify the Superintendent of the committee's recommendation, in a written summary, within ten (10) work days. A majority vote by the committee will be considered as a recommendation.

d. Written notice of the Superintendent's decision will be sent to each committee member and employee(s) involved within twenty (20) working days after the written recommendation from the Human Resources Department.

e. If the Federation is not satisfied with the Superintendent's decision, the Federation reserves its right to negotiate the appropriate classification of a position during subsequent negotiations as provided for in this Agreement.

- 1 f. The effective date for classification of new positions shall be the date of the  
2 Superintendent's decision except that the District and the Federation may agree to  
3 a different effective date in the case of major changes in responsibility.  
4

5 Individual reclassifications shall become effective at the time of receipt of the  
6 request signified by the time stamped form of receipt; provided, however, that  
7 reclassification involving multiple incumbents shall become effective at the  
8 beginning of the next fiscal year unless otherwise agreed to by the District and the  
9 Federation.  
10

- 11 g. The position of interpreter has the official salary classification of PA-6, but the  
12 interpreter position and has been Y-rated for PA-7 wages since September 1,  
13 1997. This position will be periodically reviewed to determine market  
14 comparability and recruitment and retention rates. If this review results in a  
15 recommendation to discontinue the Y-rating, the parties will meet to review the  
16 findings and negotiate a transition plan for affected incumbents.  
17

- 18 h. This section does not apply to employees in training programs; provided;  
19 however, that such employees may apply and be considered for advertised  
20 position(s) without preference or penalty unless otherwise provided for in the  
21 Agreement.  
22

### 23 **Section 23. Layoff and Recall** 24

- 25 1. In the event of an impending reduction in force, the District shall notify the  
26 Federation at least five (5) days prior to the Board action and provide an opportunity  
27 to discuss alternatives.  
28
- 29 2. When the Board deems it necessary to reduce the ParaEducator work force, seniority  
30 will be the basis for the layoff. Exceptions may be made on the basis of program  
31 needs and minimum qualifications. Further exceptions may be made for employees  
32 in the autism, multi/ortho, developmental or hearing impaired programs in the Special  
33 Education Department when extra costs have been incurred in the training of  
34 otherwise junior ParaEducators. The District must provide the Federation with  
35 documentation demonstrating the extra training costs for the employees it wishes to  
36 exempt from layoff.  
37
- 38 3. Provisions for one-on-one ParaEducators: The employment status of one-on-one  
39 ParaEducators is directly tied to the assigned student's continued eligibility for  
40 services or enrollment with the District. A one-on-one ParaEducator whose position  
41 is authorized for continuation will not be adversely impacted by displacement or  
42 layoff, unless mutually agreed to by the parties. One-on-one ParaEducators will  
43 follow their assigned student to a new school assignment for the student. One-on-one  
44 ParaEducators are displaced when their assigned student is no longer enrolled in the  
45 District or is no longer eligible for one-on-one assistance.  
46

- 1 4. Procedures regarding staff adjustments due to changing District needs and/or budget  
2 restrictions are as follows:  
3
- 4 a. Staff adjustments normally include termination of personnel, adjustment of hours  
5 and/or reassignment. To implement these adjustments, three (3) processes must  
6 occur:  
7
- 8 i. Determination of positions to be eliminated or adjusted in hours.  
9
- 10 ii. Identification of staff members who will be displaced.  
11
- 12 iii. Identification of staff members who will be laid off (RIF'd).  
13
- 14 b. The determination of positions to be eliminated or adjusted in hours is based on  
15 budget allocations, program and District needs.  
16
- 17 c. The identification of staff members who will be displaced is based on the following  
18 factors (in the order noted below):  
19
- 20 i. Location/School Site: Employees with job titles listed below are considered  
21 "itinerant." As a result, their assignments and/or schedules are determined by  
22 the funding program and are not tied to individual locations.  
23
- 24 a. Certified Occupational Therapy Associates  
25
- 26 b. Physical Therapy Associates  
27
- 28 c. Speech Language Pathology Associates  
29
- 30 d. LPN Multi Disabled Program  
31
- 32 e. Interpreters for Hearing Impaired Program  
33
- 34 ii. Program Funding  
35
- 36 iii. Job Title  
37
- 38 iv. Seniority: Seniority is as defined in the collective bargaining agreement.  
39
- 40 v. Exceptions: Exceptions may be made but must be based on extraordinary  
41 student needs, specialized skills, training requirements, critical program  
42 continuity issues, or the employee's ability to perform essential functions of  
43 the position. These exceptions may be made only if the District and the  
44 Federation mutually agree.  
45

- d. The identification of staff members who will be laid off (RIF'd) is conducted as follows:
  - i. A seniority list for all ParaEducators in the District is established.
  - ii. Based upon the number of authorized positions available for the coming year, the least senior employees are then identified for layoff.
  - iii. Any exceptions to layoff by seniority are subject to the same conditions outlined in the above Item V. Exceptions.
- e. Since many ParaEducator positions are categorically funded, information regarding specific funding levels may not be available until late summer. Therefore, computations are based on "available" information. Recognizing the benefits of using the most accurate information, notification to ParaEducators is made by June 1 of each year.
5. All employees who are laid off will be placed in a layoff pool for a period of one (1) calendar year. The District will recall employees from the layoff pool when eligible before hiring a new employee. Employees in the layoff pool must notify the Human Resources Department in writing of their continuing interest and availability every six (6) months to maintain their status in the layoff pool. If a person turns down two (2) offers of employment, he/she shall be removed from the layoff pool.
6. The District will provide the Federation with a current layoff pool list upon request.
7. An employee reinstated from the layoff pool will not lose accumulated seniority due to the layoff.
8. An employee will retain accumulated sick leave and credit for years of service upon recall from the layoff pool.
  - a. The layoff and recall section shall be implemented in accordance with the agreed upon hiring process. If not considered for the position due to lack of minimum qualifications, the person shall remain in the same position in the layoff pool. Subsequent rehiring shall be based upon continuing selection based on the next most senior qualified employee(s).
  - b. In the event an employee is not assigned to a position after one (1) calendar year, that employee may request to be maintained in the layoff pool for a second (2nd) calendar year.

## **Section 24. Employee Performance**

1. The purpose of the evaluation process is to provide an ongoing evaluation of an employee's performance with the goal of helping all employees to become as skilled

1 as possible and to recognize those employees who excel in their positions. The  
2 evaluation process is meant to be used as a way to identify the employee's skill level,  
3 knowledge, and working relationships with staff, students and parents in the District  
4 and to help the employee to improve areas of weakness. It is intended to be used to  
5 assist employees to succeed in their positions.

- 6
- 7 a. Evaluations for new employees shall be completed within three (3) months of  
8 employment date and prior to the end of the school year. Any ParaEducator  
9 who changes positions will receive an evaluation within three (3) months.  
10 Moving a program from one (1) building/location to another does not  
11 constitute a position change. A position change refers to a change of job title  
12 or program.
- 13
- 14 b. All ParaEducators will be evaluated at least once each year.
- 15
- 16 c. The evaluation shall be completed by the appropriate administrator and/or  
17 supervisor. Employees shall be notified by November 1 annually regarding  
18 who will be designated as the evaluator. In the event that the employee is not  
19 satisfied with the evaluator designated he/she may request in writing to the  
20 Human Resources Department an alternative evaluator on or before  
21 December 1. An assigned principal, assistant principal or administrator shall  
22 be the evaluator of record. In circumstances in which licensing or  
23 certification requirements exist, the administrator shall consult with  
24 appropriate certificated personnel, i.e., occupational therapist, speech  
25 therapist, R.N. No member of the bargaining unit shall be required or asked  
26 to evaluate another member of the same unit.

27

28 In the event an alternative evaluator is requested, the Human Resources  
29 Department will confer with the Federation and the employee regarding the  
30 request.

31

32 Each evaluator shall meet with each employee no later than November 15  
33 annually in order to acquaint the employee with the process to be followed  
34 regarding the annual evaluation, to answer questions pertaining to the format for  
35 evaluations and to review general and specific expectations for job performance.  
36 An alternative evaluator shall meet with the employee no later than December 15.  
37 In the event a certificated member is asked to take part in the evaluation process,  
38 he/she must also have taken part in the November meeting at which time  
39 expectations were discussed or within thirty (30) days of the beginning date of the  
40 assignment with said certificated staff member(s).

41

42 Any staff member asked to provide information or documentation to the evaluator  
43 to be included in the evaluation shall be identified on the evaluation form. Other  
44 staff members may be asked by the evaluator to participate in the evaluation only  
45 if he/she works directly with the employee.

46

1 In the event the evaluator requests that a classroom teacher participate in the  
2 evaluation, all classroom teachers to whom the ParaEducator employee is  
3 assigned may participate equally. The evaluator is responsible for the contents of  
4 the evaluation.

5  
6 In the event that the evaluator anticipates an unsatisfactory or a lowered  
7 evaluation when compared to the previous year, the employee will be given an  
8 opportunity to discuss performance and discuss suggestions for improvement with  
9 adequate time to improve performance or challenge the inclusion prior to its  
10 placement in the evaluation.

11  
12 Employees who are to be observed specifically for the purpose of an evaluation  
13 must be notified at minimum the day prior to the observation.

14  
15 The original evaluation shall be maintained by the Assistant Superintendent,  
16 Human Resources Department, for review and placement in the employee's  
17 personnel file; a copy shall be given to the employee and a copy shall be retained  
18 by the evaluator.

19  
20 After discussing the evaluation with the employee, the evaluation shall be signed  
21 by the evaluator and by the employee being evaluated. Signature of the employee  
22 implies only that the employee has had an opportunity to see the written  
23 evaluation.

- 24  
25 d. The employee shall have the right to include a written statement(s) or  
26 document(s) as an addendum to the evaluation. This should be noted by the  
27 employee on the evaluation form.
- 28  
29 e. All annual performance evaluations shall be completed and submitted to the  
30 Human Resources Office no later than five (5) calendar days prior to the close  
31 of the school year, subject to the special provision applying to unsatisfactory  
32 ratings. Employees assigned to a twelve (12) month work schedule shall  
33 receive their evaluation no later than August 31 of each year.

34  
35 f. Unsatisfactory Evaluations

36 After three (3) years, an employee may request that an unsatisfactory  
37 evaluation be removed from his/her personnel file, providing, however, no  
38 additional unsatisfactory evaluations have been added during that period of  
39 time.

40  
41 g. Professional Growth Plan

42  
43 For the 2010-2011 school year, a ParaEducator may choose, but may not be  
44 required to participate in a Professional Growth Plan by arranging a  
45 conference with their supervisor to discuss his/her plan.

A ParaEducator who received an acceptable or higher evaluation for the previous school year with the District may request to their supervisor to have the option of participation in the Professional Growth Plan and be exempt from the annual evaluation for the 2010-2011 school year. Such requests must be made no later than December 1. In the event that the employee's performance declines significantly after December 1, the supervisor may conduct an evaluation by notifying the employee in writing.

As of the 2011-2012 school year all ParaEducators are required, to participate in a Professional Growth Plan as part of the performance evaluation process. With the approval of the supervisor an employee opting to utilize the Professional Growth Plan option shall arrange a conference with his/her building supervisor responsible for the employee's evaluation to discuss the plan and incorporate any assistance or recommendations which the supervisor may offer.

Following the establishment of the plan, the employee will take primary responsibility for monitoring his/her own professional growth with respect to achieving the goals outlined in the plan. The employee is encouraged to share progress with colleagues who would be able to provide support and assistance in achieving Growth Plan goals.

## 2. Employee Personnel Files

An employee may review the material in his or her personnel file(s) during regular business hours. Said employee may have a Federation representative present if desired. Copies of employee records shall be provided to the employee upon request, consistent with District policies governing personnel records. Administrators shall be encouraged to place in the employee's file information of a positive nature such as special competencies.

Only District officials and/or authorized employees with a legitimate business reason to know the contents of a personnel file shall be permitted access to an employee's personnel file.

Unless an employee has provided written authorization for release of his/her personnel records, the District shall not release any information to prospective employers or other third parties. Requests for information by prospective employers or other third parties shall be submitted in writing.

## **Section 25. Probation**

A ParaEducator employee new to the District shall serve a probationary period not to exceed sixty (60) working days. During this period the Board retains the right to dismiss the employee without notice.

1 An employee who has passed the probationary period and who fails to perform his or her  
2 duties to the standards originally required, may again be placed on probation only by the  
3 Superintendent for a period not to exceed six (6) months as recommended by the  
4 Assistant Superintendent, Human Resources, principal and/or program director. The  
5 probationary period may extend into the following school year if the employee remains in  
6 the same program.

7  
8 No employee will be returned to probationary status for arbitrary and capricious reasons.

## 9 10 **Section 26. Leaves**

### 11 12 **1. Leave Statement**

#### 13 14 **Statement of Cause of Absence**

15 An employee claiming benefits of the leave provisions shall submit to the personnel  
16 office a statement of cause of such absence immediately upon return to service.  
17 (Forms will be provided by the District for this purpose.)

### 18 19 **2. Leaves With Pay**

#### 20 21 **a. Sick Leave**

22  
23 An employee is entitled to accumulate sick leave on the basis of ten (10) days per  
24 school year. Sick leave shall apply to illness or injury (including disabilities  
25 caused or contributed to by pregnancy, miscarriage, abortion, childbirth and  
26 recovery therefrom), or illness or injuries to family members covered by the state  
27 Family Care Act, RCW 42.12.265-295. An employee claiming sick leave  
28 benefits shall certify to the cause of the absence upon return to service.

29  
30 An employee claiming benefits of more than five (5) consecutive work days from  
31 accumulated sick leave shall submit a medical report the sixth (6) work day of  
32 illness and every thirty (30) work days thereafter while the illness persists. In the  
33 case of a documented serious or life-threatening illness, follow-up medical reports  
34 may be waived.

35  
36 In addition, up to three (3) sick leave days per year shall apply to emergencies.

37  
38 The following conditions apply to emergencies:

- 39  
40 i. The problem has been suddenly precipitated.  
41  
42 ii. Preplanning is not possible.  
43  
44 iii. Preplanning cannot relieve the necessity for the employee's absence.  
45  
46 iv. The problem is not minor or of mere convenience, but of a serious nature.

- 1  
2 v. Auto trouble shall not be considered an emergency except in case of an  
3 accident.  
4  
5 vi. Weather conditions shall not be considered an emergency.  
6  
7 vii. Incarceration shall not be considered an emergency; provided, however, if an  
8 employee is later acquitted, in fact, emergency leave will apply and will be  
9 paid retroactively.  
10

11 **Supplemental Condition:** At the time of separation from District employment  
12 due to retirement, resignation or death, an eligible employee or the employee's  
13 estate shall receive remuneration at a rate equal to one (1) day of the employee's  
14 per diem for each four (4) days of accumulated sick leave; provided, however, no  
15 employee will receive compensation for sick leave accumulated in excess of one  
16 (1) day per month or for sick leave not earned.  
17

- 18 b. **Bereavement Leave:** The Board will allow up to five (5) days of paid  
19 bereavement leave at the time of death of any relative residing in the employee's  
20 household and/or the following family members: spouse, domestic partner  
21 registered with the District's benefit trust or other government organization,  
22 mother, father, daughter, son, siblings, father in law, mother in law, son in law,  
23 daughter in law, grandmother, grandfather and grandchild.  
24

25 The Board will allow up to three (3) days of paid bereavement leave to attend or  
26 participate in family services in the event of the death of a sister in law or brother  
27 in law.  
28

29 The Board will allow one (1) day of paid bereavement leave for attendance at the  
30 funeral of an aunt, uncle, nephew or niece.  
31

32 Extensions may be granted by the Assistant Superintendent, Human Resources  
33 Department, in extenuating circumstances.  
34

35 Bereavement leave is nonaccumulative.  
36

- 37 c. **Family Illness Leave:** Employees shall be granted a leave of absence with pay of  
38 not more than three (3) days during a school year, when such absence is  
39 occasioned by the illness of any relative, including foster or step children, residing  
40 in the household of the employee or the following family members which  
41 necessitates the presence of the employee: spouse, domestic partner registered  
42 with District's benefit trust or other government organization, mother, father,  
43 daughter, son or siblings. The employee will certify to the circumstances of the  
44 illness upon return to work. Such leave is nonaccumulative and is not to be taken  
45 from sick leave. Additionally, benefits of federal and state Family and Medical  
46 Leave laws may apply.

1 d. **Extraordinary Leave:** Extraordinary leave will be granted for up to two (2) days  
2 per year and is accumulative to a total of six (6) days. The following conditions  
3 apply to extraordinary leave:  
4

5 i. If an employee is in a position which requires a substitute, said employee must  
6 call the SubFinder system at least twenty four (24) hours in advance of the  
7 absence in order to assure the availability of a substitute.  
8

9 ii. Leave may not be used to extend a holiday, vacation, or break period or  
10 during the first (1st) or last five (5) days of the student school year.  
11

12 iii. Leave may not be used for political purposes or en masse meetings/activities.  
13

14 e. **Military Service (National Guard/Reserve Duty) Leave**  
15

16 i. Any employee who is a member of the Washington National Guard or of any  
17 organized reserve or armed forces unit of the United States shall be entitled to  
18 and shall be granted military leave of absence from his or her employment for  
19 a period not exceeding twenty-one (21) days during each fiscal year.  
20

21 ii. Military leave shall be granted in order that the employee may take part in  
22 active training duty when required to do so by the military service if such duty  
23 cannot be taken during nonwork days.  
24

25 iii. When military leave is granted, the employee shall receive his or her regular  
26 pay from the District.  
27

28 f. **Jury Duty and Subpoena Leave:** Leave of absence with pay is allowed for jury  
29 duty. Any compensation received for jury duty performed on work days will be  
30 deducted from the employee's salary.  
31

32 Leave of absence will be granted when an employee is subpoenaed to appear in an  
33 official proceeding, if such proceeding does not involve self employment, other  
34 employment, or an action against the District.  
35

36 Any compensation received while an employee is honoring a subpoena will be  
37 deducted from regular salary, if it is determined that the employee is entitled to  
38 leave of absence.  
39

40 3. **Leaves Without Pay**  
41

42 a. **Parental and Adoption Leave:** A female ParaEducator employee should notify  
43 the Human Resources Department by the end of the fourth (4th) month of her  
44 pregnancy to assist the Assistant Superintendent, Human Resources, in planning  
45 for a replacement. Parental leave shall apply to male and female employees and  
46 shall begin at a time determined suitable by the employee and the attending

1 personal physician after consultation with the Assistant Superintendent, Human  
2 Resources, or an appointed designee. Insofar as possible, leave shall begin at a  
3 time which is consistent with the orderly continuance of the educational program.  
4

5 When the leave commences, the ParaEducator employee will indicate to the  
6 Assistant Superintendent, Human Resources, the length of time he/she anticipates  
7 being on leave. A female ParaEducator employee shall not be required to leave  
8 work during pregnancy but shall be allowed to work as long as she is capable of  
9 performing the duties of her job.  
10

11 If the employee returns to work within eight (8) calendar weeks after the birth of  
12 the child and has the approval of her personal physician, she may return to her  
13 previous assignment. Should the time exceed eight (8) calendar weeks after the  
14 birth of the child the female employee may return to the first (1st) available  
15 vacancy for which she is qualified.  
16

17 Parental leave shall not extend beyond eighteen (18) months of the date on which  
18 the child was born or adopted, or the beginning of the next semester/quarter after  
19 the eighteen (18) months of leave. Parental leave may be shared by the parents if  
20 it does not exceed the amount of leave available under the contract.  
21

22 A ParaEducator employee who is legally adopting a child (six (6) years or  
23 younger) may have the privileges of parental leave. The leave shall commence as  
24 soon as the child has been released to the care of the adopting parent(s). An  
25 employee may choose to use paid sick leave and extraordinary leave before or  
26 after the actual adoption for up to six (6) weeks if the adoption occurs within the  
27 United States or up to eight (8) weeks if the adoption occurs outside the United  
28 States up to the amount of his/her accrued paid leave. A ParaEducator employee  
29 on parental leave for adoption may return to the first available vacancy for which  
30 he/she is qualified. Reinstatement to previous assignment shall be no later than  
31 the beginning of the following semester.  
32

33 b. **Political Leave:** Upon request, employees may be granted political leave in  
34 accordance with the following provisions:  
35

- 36 i. With three (3) weeks' notice, an employee may be granted up to four (4)  
37 weeks of continuous leave without pay for the purpose of campaigning for  
38 election. If the employee is not elected to the political office, the employee  
39 shall return to the same position held prior to the leave.  
40
- 41 ii. If the employee is elected to the office, the Board may return the employee to  
42 the same or mutually agreed upon position until such time that the elected  
43 term of office necessitates leaving the assignment.  
44

45 Any employee may hold a political office and continue as an employee as  
46 long as it does not interfere with an assignment.

1           iii. The Board may extend to the employee who is elected to a political office a  
2           leave of absence without pay up to one (1) year. An employee may request an  
3           extension of political leave annually.

4  
5           iv. At the conclusion of political leave, the employee will be given the same  
6           consideration for returning to the position of last assignment. It will be  
7           assumed that the employee wishes to return to the position of last assignment  
8           unless the Superintendent is notified in writing by March 18, prior to the  
9           expiration of the leave.

10  
11           If reassignment is necessary, a conference will be held to endeavor to find an  
12           assignment that is mutually agreeable. Political leaves may be granted for one  
13           (1) year or a fraction of a year. Upon the return from this type of leave, the  
14           employee may be returned to the same position. If political leave is extended  
15           beyond one (1) year, the employee's right to return to the original position  
16           cannot be guaranteed.

17  
18       c. **Military Service (Active Duty) Leave:** Any employee who volunteers, is  
19       inducted, or is recalled into active military duty shall be considered to be on a  
20       leave of absence without pay for the period of such service not to exceed five (5)  
21       years. If the employee requests reemployment within ninety (90) days of  
22       honorably discharge from such military service or after having presented other  
23       proof of having satisfactorily completed service, the employee shall be reinstated  
24       and restored, as nearly as existing circumstances permit, to the position previously  
25       held or to a position of like seniority, status and pay. Provided, that the District  
26       need not reemploy such person if circumstances have so changed as to make it  
27       impossible, unreasonable, or against the public interest to do so; provided, further,  
28       that this section shall not apply to a temporary position.

29  
30       If a person is not qualified for the old position as a result of disability sustained  
31       during military service, but is nevertheless qualified to perform the duties of  
32       another position under the control of the District, the employee shall be  
33       reemployed in such other position; provided that such position shall provide like  
34       seniority status and pay, or the nearest approximation thereto consistent with the  
35       circumstances of the case.

36  
37       d. **Leave of Absence**

38  
39       i. An employee may be granted a leave of absence without pay not to exceed  
40       one (1) year after a completion of three (3) years of service to the District as a  
41       ParaEducator for the purpose of study or recuperation.

42  
43       ii. A leave of absence without pay to study entitles a ParaEducator to a normal  
44       salary increment provided that during the leave period a minimum of thirty-  
45       three (33) quarter hours or twenty-two (22) semester hours of college credit  
46       has been earned.

1           iii. An employee granted a leave of absence in accordance with this section may  
2           return to his/her assignment at the conclusion of the leave provided that the  
3           leave is not more than 182 days during the same school year. During the term  
4           of the leave, the District may fill the position with a temporary or substitute  
5           replacement.

6  
7           It is understood that the position does not have to be advertised or filled with a  
8           replacement.

9  
10          iv. An employee who has successfully completed his or her initial probationary  
11          period and has less than three (3) years of service with the District may apply  
12          for a leave of absence without pay not to exceed one (1) year for the purpose  
13          of study or recuperation. An employee granted a leave of absence in excess of  
14          three (3) months relinquishes all return rights to his or her assignment, and  
15          the employee will be considered displaced and subject to reassignment.

16  
17       **Section 27. Damage to Car/Damage or Loss to Personal Property**

18  
19       1. The District will reimburse an employee for slashed tire(s) and/or damage caused to a  
20       vehicle which occurred in the course of his/her employment pursuant to the following  
21       conditions:

- 22  
23           a. A police report must be filed and copy of said report must be provided to the  
24           Business Office within 48 hours of the incident.  
25  
26           b. The reimbursement shall be a \$1,000 maximum reimbursement of actual expenses  
27           for each loss.  
28  
29           c. Other vandalism or loss is not covered.  
30  
31           d. If the employee files a claim to his/her insurance carrier, the District will  
32           coordinate insurance benefits.  
33  
34           e. An employee must submit his/her claim on a form provided by the District. The  
35           claim for reimbursement must be made to the Business Office within fifteen (15)  
36           days of the loss or damage, or the claim is waived.  
37  
38           f. The total obligation for reimbursement by the district for all participating  
39           bargaining units is \$25,000 for each fiscal year.

40  
41       2. The District will reimburse an employee for damage or loss of personal property,  
42       including such things as eye glasses and watches, or personal instruction/educational  
43       equipment used by the employee in the course of his/her employment pursuant to the  
44       following conditions:

- 45  
46           a. The reimbursement shall not exceed \$1,000 for each loss.

- b. Reimbursement shall be based upon a reasonable estimate of current value.
- c. The District may, at its discretion, require an employee to show reasonable evidence of theft or damage.
- d. An employee must take reasonable care to protect his/her personal instructional/educational equipment.
- e. Loss or theft of cash will not be covered.
- f. If the loss is covered by an insurance policy carried by the employee, such insurance must be used prior to making a claim to the District.
- g. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage or the claim is waived.
- h. The District's obligation under this section is a maximum of \$20,000 for each year of the contract for all participating bargaining units.

## **ARTICLE VII DISCIPLINE AND DISCHARGE**

### **Section 28. Guidelines**

1. No employee shall be disciplined or discharged without just cause.
2. The District shall not discipline or discharge any employee for arbitrary or capricious reasons.
3. Discipline shall be corrective rather than punitive, and with the exception of gross misconduct, follow progressive steps.
4. Whenever the District has reason to reprimand an employee it shall be done in a reasonable manner which will, whenever possible, avoid the embarrassment of the employee before other employees or the public.
5. Before administering discipline the District will afford the employee full due process including a fact-finding meeting.
6. The District will notify an employee prior to a meeting set up for possible disciplinary action so that the employee may obtain Federation representation. If representation is not available, the meeting will be rescheduled to a mutually agreeable time.

- 1 7. Should an employee choose to grieve any discipline or discharge, the District shall  
2 not retaliate, discriminate against him or her, or otherwise intimidate him or her for  
3 such action.  
4
- 5 8. Should an alleged offense rise to the level of gross misconduct, and in the District's  
6 view, the alleged offender poses a potential threat to the safe and orderly functioning  
7 of the District, the District may, at its own discretion, place the individual on paid  
8 administrative leave until such time as an investigation can be completed.  
9
- 10 9. Any employee being disciplined or discharged shall be entitled to full and complete  
11 written notification stating the precise reasons for the disciplinary action.  
12

### 13 **Section 29. Progressive Discipline**

14

- 15 1. Discipline shall be progressive in nature as applied to the specific facts of the case  
16 involved.  
17
- 18 2. With the exception of gross misconduct, discipline will follow a pattern of:  
19
  - 20 a. a written confirmation of a verbal warning,
  - 21
  - 22 b. a written reprimand,
  - 23
  - 24 c. suspension without pay, and
  - 25
  - 26 d. dismissal.  
27
- 28 3. Examples of gross misconduct include theft, embezzlement, falsification of District  
29 documents, assault of a student or fellow employee, substance abuse, or flagrant  
30 disregard for clear and well-publicized District policies.  
31
- 32 4. At the District's discretion a Last Chance Agreement may be issued in lieu of  
33 termination.  
34
- 35 5. Should there be no reoccurrence of discipline, the employee may request that the  
36 record be removed from the employee's personnel file. Such requests shall be  
37 considered at the District's discretion and within legal and policy restrictions.  
38
- 39 6. Last Chance Agreements and other discipline decline in relevance as time passes  
40 depending on the employee's behavior.  
41  
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**ARTICLE VIII  
FURTHER PROVISIONS**

**Section 30. Agreement Clause**

This Agreement expressed herein in writing constitutes the full and complete Agreement between the Board and the Federation and this Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. Any Memoranda of Understanding between the parties executed prior to the effective date of this Agreement are no longer in effect, unless they have a specific expiration date during the term of this Agreement.

**Section 31. Savings Clause**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

It is the intent of the parties that the limitation in State law on compensation and benefits shall apply to this bargaining unit as a whole so that a violation will not adversely affect any other bargaining unit or the District.

If the District would be in violation of state law or would incur any penalty or decrease in state support as a result of the compensation and/or benefits provided herein, the excess compensation and benefits provided shall be reduced to the maximum amount legally allowable without the District incurring any penalty or reduction in support. The reduction in compensation shall be made on a prorata basis among all employees who received an increase in compensation under the collective bargaining agreement. The reduction in insurance benefits shall be made by reducing the maximum benefit being received by any employee to the point where the District is in compliance with the law. Any overpayment in compensation and/or benefits may be collected from the employee or offset against future payments as determined by the District after meeting with the Federation. If a final and binding decision is made declaring any compensation or benefit limitation unlawful, provisions of this contract affected by the ruling shall be reopened and the District and the Federation shall renegotiate the provisions in accordance with the law. A final and binding decision is a final decision of the Supreme Court of the State of Washington, or a final decision of the Superior Court, State of Washington, in an action in which the District is a party and which is not appealed within the time permitted by law.

**Section 32. Amendment Clause**

This Agreement may be reopened for amendment only by the mutual consent of the Board and the Federation.

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The District will provide the Federation with twenty-five (25) hard copies of the Agreement and any amendments thereto.

This Agreement shall be in full force and effect from September 1, 2010 to August 31, 2013 provided however, that in the event of a levy failure or significant loss of state or federal funding, applicable section(s) of the Agreement may be reopened at the request of either party.

This agreement is made and entered into by and between Tacoma School District No. 10 and the Tacoma Federation of ParaEducators, Local No. 461, AFT/AFL CIO.

President, Board of Directors

TACOMA FEDERATION OF PARAEDUCATORS, A CHAPTER WITHIN  
LOCAL NO. 461, AFT/AFL CIO.

Date: