

Collective Bargaining Agreement

Between the

Pullman School District No. 267

And the

Pullman School District Paraeducators

September 1, 2023 – August 31, 2025

TABLE OF CONTENTS

Preamble 7

Article I – Administration 9

 Section 1: Definitions 9

 Section 2: Exclusive Recognition 10

 Section 3: Effective Date 10

 Section 4: Status of the Agreement 11

 Section 5: Conformity to Law 11

 Section 6: Subcontracting 11

 Section 7: Entire Agreement 11

 Section 8: Labor/Management Meetings 11

 Section 9: Distribution of Agreement 11

Article II – BUSINESS 13

 Section 1: Payroll Deduction of Association Dues 13

 Section 2: Association Rights 13

 Section 3: Management Rights 14

ARTICLE III – EMPLOYEE RIGHTS 15

 Section 1: Due Process 15

 Section 2: Complaint Procedure 15

 Section 3: Nondiscrimination 16

 Section 4: Personnel File 16

 Section 5: Working File 17

 Section 6: Student Discipline 17

 Section 7: Employee Safety and Security 17

 Section 8: On-the-Job Injury 18

 Section 9: Protection of Employees and Property 18

 Section 10: Work Environment 18

 Section 11: Electronic Monitoring 19

ARTICLE IV – WORKING CONDITIONS 20

 Section 1: Hours of Work 20

 Section 2: Work Year 20

 Section 3: Job Descriptions 21

 Section 4: Lunch and Break Periods 21

 Section 5: Attendance at Building or District Meetings 22

 Section 6: Overtime 22

 Section 7: Optional Hours 22

 Section 8: Emergency/Inclement Weather Conditions 22

 Section 9: Teaching Duty Bar 23

 Section 10: Playground, Before and After School Supervision of Students 23

 Section 11: Substituting for Certificated Staff Members 24

 Section 12: Student Information 24

 Section 13: Dispensing of Medication/Health Services to Students 24

 Section 14: Staff Development/Training 25

 Section 15: Paraeducator Certification Professional Development 25

Section 16: Work Year Calendar	26
ARTICLE V – Evaluation	27
Section 1: Notification	27
Section 2: General Evaluation Requirements.....	27
Section 3: Newly Hired Employees.....	28
Section 4: Probationary Period for New Employees	28
Section 5: Improvement Plan	28
Section 6: Right of Appeal	28
ARTICLE VI – ASSIGNMENT, TRANSFER AND VACANCY	29
Section 1: Definitions.....	29
Section 2: Vacancy	29
Section 3: Transfer.....	29
ARTICLE VII – LAYOFF AND RECALL.....	30
Section 1: Definitions.....	30
Section 2: Criteria for Reduction in Force (RIF)	30
Section 3: Publication of the Seniority Report	30
Section 4: Reduction in Force Procedure	31
Section 5: Provisions for Re-employment.....	32
ARTICLE VIII - LEAVES	33
Section 1: Illness and Injury Leave.....	33
Section 2: Emergency Leave	34
Section 3: Family Medical Leave Act (FMLA).....	34
Section 4: Washington State Family and Medical Leave (PFML)	34
Section 5: Parenting Leave	35
Section 6: Sick Leave Buy Back	35
Section 7: Retirement Buy Back or Death Conversion	35
Section 8: Sick Leave Sharing.....	35
Section 9: Bereavement Leave	36
Section 10: Personal Leave	36
Section 11: Jury Duty and Court Appearances Leave.....	36
Section 12: Military Leave	36
Section 13: Association Leave	37
Section 14: Leave of Absence	37
Section 15: Leave without Pay.....	37
ARTICLE IX – FISCAL.....	38
Section 1: Wage Placement Provisions	38
Section 2: Wage Schedule Placement	38
Section 3: Substitutes	38
Section 4: Extended Hours	38
Section 5: Insurance Benefits	38
Section 6: Stipends	39
ARTICLE X – GRIEVANCE PROCEDURE.....	41
Section 1: Definitions.....	41
Section 2: Grievance Considerations.....	41

Section 3: Procedure for Processing Grievances	41
Step 1: Informal Communications	41
Step 2: Immediate Supervisor:.....	42
Step 3: Superintendent/Designee.....	42
Step 4: Mediation.....	42
Step 5: Binding Arbitration.....	43
Section 4: Jurisdiction of the Arbitrator	43
Section 5: Arbitration Costs.....	44
Section 6: Cooperation of the Parties	44
Section 7: No Reprisals	44
Section 8: Release time	44
Section 9: Personnel Files	44
Section 10: Grievance Form	44
ARTICLE XI – DURATION.....	45
Section 1: Term of Agreement	45
APPENDIX A – PARAPROFESSIONAL WAGE SCHEDULE	46
APPENDIX B – CALENDAR.....	47
APPENDIX C – EVALUATION.....	48
APPENDIX D - GRIEVANCE FORM.....	53
APPENDIX E – JUST CAUSE/SEVEN KEY TESTS.....	54
INDEX	54

PREAMBLE

This Agreement is made and entered into between Pullman School District Number 267 (hereinafter called the "District") and the Pullman Paraeducators Association (PPA) affiliated with the Washington Education Association (WEA) and the National Education Association (NEA) (hereinafter called the "Association").

In accordance with the provisions of RCW 41.56, the Public Employees Collective Bargaining Act, and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I – ADMINISTRATION

Section 1: Definitions

As used in this Agreement, the following words will have the following meanings unless the context in which they are used shall clearly indicate another meaning:

- A. **“District”** shall mean the Pullman School District No. 267, Pullman, Washington.
- B. **“Board”** shall mean the Board of Directors of the Pullman School District as the governing body of the District.
- C. **“Association”** shall mean the Pullman Paraeducators Association (PPA), an affiliate with the Washington Education Association (WEA) and the National Education Association (NEA).
- D. **“Parties”** shall mean the District and the Association as co-signers of the Agreement.
- E. **“Agreement”** shall mean the Collective Bargaining Agreement (CBA) signed by the District and Association.
- F. **“Employee”** shall mean those employees for whom the Association is recognized as the duly authorized bargaining agent.
- G. **“Regular Employee”** shall mean any full-time or part-time employee who has successfully completed the probationary period. All provisions of this Agreement apply to this category of employee.
- H. **“Probationary Employee”** shall mean any newly hired employee, except those with substitute status.
- I. **“Substitute Employee”** shall mean an employee who is hired to perform services in the place of an absent employee on a daily basis. Substitute employees who work more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes shall be considered members of the bargaining unit.
- J. **“Casual Employee”** shall mean an employee who has not been employed for more than thirty (30) days and does not have an expectation of continuing employment.
- K. **“Temporary Employee”** shall mean an employee who is hired and assigned to a specific temporary job assignment. The temporary employee and job assignment shall not exceed

sixty (60) consecutive work days in one (1) contract year. Positions that last more than sixty (60) days shall be posted and indicate the status and duration of the position.

- L. The term **“Letter of Intent”** shall mean a notice of the District’s intent to continue to employ the individual for the current and/or ensuing school year.
- M. **“Superintendent”** shall mean the chief administrator of the District.
- N. **“President”** shall mean the presiding officer of the Association.
- O. **“Day”** shall mean employee workday unless specified otherwise in this Agreement.
- P. **“Seniority”** shall mean the first date on which the employee began continuous daily employment as a member of the bargaining unit, hereinafter called the “hire date”. Substitute, casual and temporary work experience shall be excluded when computing seniority.
- Q. **“RCW”** shall mean the Revised Code of Washington.
- R. **“WAC”** shall mean Washington Administrative Code.
- S. **“PERC”** shall mean the Washington State Public Employment Relations Commission.

Section 2: Exclusive Recognition

The District hereby recognizes the Association as the exclusive bargaining agent for all regularly employed full-time and part-time general, program and library paraeducators; Certified Occupational Therapy Assistants (COTA) and substitutes who have worked at least thirty (30) days in the last twelve (12) months. Employees not subject to the terms and conditions of this Agreement include all administrators and other supervisory personnel as provided for in RCW 41.56.

Section 3: Effective Date

This Agreement shall become effective when ratified by the Association and the Board and executed by authorized representative and may be amended or modified only as specified herein.

Section 4: Status of the Agreement

This shall be the sole Agreement between the parties regarding wages, hours and terms and conditions of employment. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District, which shall be contrary to or inconsistent with its terms.

Section 5: Conformity to Law

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

Section 6: Subcontracting

The duties and/or responsibilities normally assigned to employees in this bargaining unit shall not be transferred to any other bargaining unit, agency or individual so as to replace or reduce such duties and responsibilities. Subcontracting for positions that are highly specialized and for which no current employee is qualified will be allowed, provided, there is no reduction in force to accommodate for the subcontracted employee. Such positions will be posted annually to attempt to hire a qualified employee for the position.

Section 7: Entire Agreement

- A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- B. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

Section 8: Labor/Management Meetings

The Association leadership shall meet with the Superintendent and/or designee to discuss matters of mutual concern at the request of either party. Such meetings will take place on an as needed basis.

Section 9: Distribution of Agreement

- A. Within thirty (30) days after ratification and signing of this Agreement and/or the addendum, the Association shall provide a final copy to the District. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
- B. The Agreement shall be posted on the Pullman School District website and will be available to download.
- C. All individuals making employment application to the District may examine a copy of this Agreement on the District's website. Employees new to the District shall, upon employment, be informed of how to access the Agreement and may be provided a printed copy upon request.

ARTICLE II – BUSINESS

Section 1: Payroll Deduction of Association Dues

- A. The District shall deduct Association membership dues, fees and assessments from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit monthly all such deducted funds to the treasurer of the WEA or other designated organization.
- B. The dues deduction form and authorization shall remain in effect from year to year unless withdrawn in writing by the employee after serving notice to the WEA. WEA will inform the District by the 10th of each month of any revocations of membership.
- C. Association members shall not be required to make a political contribution to WEA-Political Action Committee (WEA-PAC) and/or the NEA-Fund for Children and Public Education (NFCPE) unless they have submitted signed authorization form(s) to the district Payroll office. Nonmembers shall be neither required nor allowed to make a WEA-PAC or NFCPE deduction.
- D. The Association or WEA shall submit a copy of each signed authorization form to the District Office for processing. Amounts of annual dues deductions, assessments, and fees shall be made known by the Association to the District Office by September 10 of each year.

Section 2: Association Rights

- A. The Association has the right and responsibility to represent the interest of employees in the unit, to present its views to the District on matters of concern and to enter into collective negotiations with the intent of reaching mutual agreement.
- B. Any Association representative/grievant who is scheduled by the Parties to participate during work hours in grievance proceedings, conferences or meetings with representatives of the District shall suffer no loss of pay.
- C. Representatives of the Association shall have access to district premises provided that no conference or meeting between employees and the Association representatives will hamper or obstruct the normal flow of work.
- D. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials that are nonpolitical as defined by law or the Public Disclosure Commission. The Association may use inter-departmental mail, email and employee mailboxes for the purposes of communicating with bargaining unit members. The Association acknowledges that district email is subject to public information requests.

- E. The Association shall have access to use district equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the District for the cost of materials used.
- F. Upon request, the District will provide the Association with the online link to any information which is of public record. The District shall provide the Association with any electronic and paper copies of any information not readily available online pertinent to the administration of this agreement.
- G. The District shall make available to the Association an electronic roster of covered employees by September 10th and inform the Association monthly, immediately following the last Board meeting of the month, in writing, of any additions with hire date or deletions of covered employees. During the summer months, when requested, the District shall provide the Association with new hire information as they are added to the roster. The Association is entitled to the following information: employee name (first and last), employee identification number or name key, home address, home telephone number, personal cell phone, personal and work email, job title/position, work location, current assignment including the number of hours assigned, FTE, and date of hire when such information is held by the District. Such list will include the names of all bargaining unit members regardless of their membership status with the Association.
- H. The District shall provide the Association with access to new employees within sixty (60) days of the employee's start date within the bargaining unit. Such access may occur during a new employee orientation provided by the District or at another time. The access shall be for a maximum of (30) minutes and shall occur during the new employee's regular work hours.

Section 3: Management Rights

- A. It is expressly agreed that all rights which ordinarily vested in and have been previously exercised by the District, except those which are clearly and expressly relinquished herein by the employer shall continue to be vested exclusively in and exercised exclusively by the employer without prior negotiation with the Association. The District shall retain the right to maintain efficiency of the district operation by determining the methods, the means and the personnel by which operations undertaken by the employees in the unit are to be conducted.
- B. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.

ARTICLE III – EMPLOYEE RIGHTS

Section 1: Due Process

- A. No employee shall be disciplined without just and reasonable cause (Appendix E). Should an employee be disciplined, a written explanation of the reason for any disciplinary action will be given to the employee.
- B. An employee shall be entitled to have present a representative of the Association where disciplinary action is being discussed or considered. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- C. The District agrees to follow progressive discipline. Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action. Progressive Disciplinary Steps may include the following: Written Record of an Oral Warning, Written Warning, Written Reprimand, Suspension without Pay and Discharge. Non-disciplinary measures may include: Oral Instruction/Direction and Written Instruction/Direction. Administrative leave is not considered a disciplinary action.
- D. In the event any employee is given a formal disciplinary action, the President shall be furnished with a copy of such formal action within five (5) days of issuance. Unless the employee indicates in writing to the District that they do not wish to have the Association notified, such information will be withheld.

Section 2: Complaint Procedure

- A. Any complaint and complainant's name (unless the release of such name is prohibited by court order or state and/or federal law) made against an employee by any parent, student, or other person that an administrator uses as a basis to initiate an investigation will be called to the attention of the employee by the employee's next workday or as soon as possible but no later than ten (10) days from the receipt of such complaint. Written notification shall be acceptable should the employee be unavailable to discuss the cause for the complaint. The employee shall acknowledge receipt of the complaint by signing a receipt of notice of such complaint without requiring agreement to the substance of the complaint.
- B. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- C. The employee shall have the right to Association representation at any meetings or conferences regarding the complaint that may lead to discipline.

Section 3: Nondiscrimination

- A. Employees shall be entitled to full rights of citizenship. The District will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, discipline and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Unless based upon a bona fide occupational qualification, the prohibition against discrimination of a disability shall not apply if the particular disability prevents the proper performance of the particular work involved.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere. Nonetheless, an employee who believes they have been discriminated against may file a grievance according to the procedure described in Article X of the agreement. However, no party can advance the grievance beyond Step 4. The employee is entitled to seek remedies provided under the law.
- C. The private life of an employee is not within the appropriate concern or attention of the District, provided those actions do not interfere with the performance of their duties.

Section 4: Personnel File

- A. No secret, duplicate or other personnel file shall be kept in the District. This does not prevent the District from maintaining investigation files, grievance files, or working files as outlined in section 5. Employees shall have the right to inspect all contents of their complete personnel file. Anyone, at the employee's request, may be present during this review. Upon request, the superintendent or designee shall sign to verify the contents of the file. At the employee's expense, and at the current reproduction rate, a copy of any documents contained therein shall be afforded the employee.
- B. Disciplinary or derogatory materials shall not be placed in the personnel file without the employee's knowledge, in writing, of such placement. A copy of all such materials shall be given to the employee. It is understood that forms required by the evaluation procedure are not to be considered as derogatory references.
- C. Employees shall be given an opportunity to attach written comments to any material in the file.
- D. After three (3) years from the date of issuance of any disciplinary action or the placement of any derogatory material in the personnel file, the employee may request removal of such

documents, provided that there are no related incidents during the three (3) year period after the placement of such materials in the personnel file. Materials shall not be removed if prohibited by State law or the applicable records retention schedule.

Section 5: Working File

Working files maintained by the employee's supervisor and/or evaluator may be reviewed at any time by the employee. Working files shall be cleared at the end of each school year, except that derogatory materials may remain for one (1) calendar year from the date of occurrence in the working file.

Section 6: Student Discipline

- A. Employees are expected to follow building procedures concerning student discipline.
- B. The principal or designee of each building shall, within the first month of school, distribute and explain the discipline procedures of the school building and the policy of the District relating to discipline. The Superintendent or designee shall ensure district-wide communication of said policy.
- C. When known, the District or designee shall notify the employee of the history of any student who has behavioral concerns prior to the employee working with or supervising the student. As plans and/or contracts are developed, school sites will share this information with employees who have a legitimate educational interest.
 - 1. If a student has a formal behavior plan, employees will be provided information about a student's behavior plan by the case manager. The employees shall be provided updates to the plan when changes are made.
 - 2. The District will determine which employees need training regarding safety protocols and procedures for working directly with students demonstrating a history of violent and/or assaultive behaviors. The District will inform and provide training for the identified employees.

Section 7: Employee Safety and Security

- A. The District acknowledges that threats and assaults have an impact on the educational process. Employees will follow the student disciplinary process in accordance with District policy and State and Federal law.
- B. If an employee is threatened or assaulted by a student, parent or other person while on district property or during a school sponsored event, the employee shall report the threat or assault to the employee's supervisor or designee. Following district policy and procedures

the supervisor or designee shall assess the incident and inform the employee what action, if any, has been taken in response to the alleged threat or assault in accordance with State and Federal regulations.

- C. The District shall report threats and assaults to the authorities as appropriate. Employees are free to exercise their personal legal rights or alternative courses of action concerning threats and assaults.
- D. Employees are expected to use reasonable measures in situations involving physical threats or abuse. Employees will follow district procedures when necessary to protect themselves or others from physical injury.
- E. Special education paraeducators will be offered training and resources related to the needs of their students as determined by their supervising administrator. Any Paraeducator who does not feel that their offered training and resources are adequate to safely support students who they are assigned to work with may also request additional training and resources from their supervising administrator.

Section 8: On-the-Job Injury

- A. Employees are entitled to apply for workers' compensation if they have sought medical attention and are not cleared by a physician to return to work within three (3) calendar days following an on-the job injury or illness. Such Incidents will be handled according to procedures set forth by the industrial insurance laws of the State of Washington. In order to return to work following an injury received on the job that required an absence of three days or more, the employee must fill out a return-to-work form, which requires a doctor's signature.
- B. The District shall reimburse employees for replacement of clothing or other personal property damaged or destroyed in a disturbance as provided by RCW 28A.400.370.

Section 9: Protection of Employees and Property

The District shall provide employees with insurance protection as is required by RCW 28A.400.370. Upon request the District will provide employees with a written summary of the coverage they have under the provisions of district insurance policies.

Section 10: Work Environment

- A. The District shall maintain working conditions which meet the health and safety requirements in the work place for students and employees. It shall be the obligation of each individual employee to report inadequate environmental conditions to their immediate supervisor.

- B. When the District confirms a health or safety issue exists related to a specific worksite, the District shall provide immediate notice to the staff of the impacted worksite and the Association. This notice shall outline the problem and its location, and what is being done to resolve the issue.

Section 11: Electronic Monitoring

The parties recognize that the use of audio-visual equipment in schools is for the safety and protection of students and staff. As such, any information obtained by such monitoring may be used only retrospectively to investigate facts directly related to a specific complaint against an employee and shall not be used to routinely monitor employees or their work or conduct.

ARTICLE IV – WORKING CONDITIONS

Section 1: Hours of Work

- A. Prior to the first work day, each employee shall be provided, in writing, a defined work schedule which lists the initial start and end times or the employee's shift, workdays and hours.
- B. Each employee shall have access to a computer workstation (e.g. Chromebook, Surface Pro, desktop, etc.). Employees may arrange with their supervising teacher to have a few minutes each day to read and respond to their District email account. This time shall not be scheduled during the employee's breaks or lunch.
- C. Daily work schedules with classes, duties, lunch and breaks will be provided in writing to each employee by the end of the 1st full week of school. These schedules shall include transition time between classes and locations within the building and outside the building.
- D. Schedules are subject to change based on student or program needs. Notice of any modifications of the employee's assigned shift, workdays and/or hours shall be given to the employee in writing within three (3) days prior to such reassignment.
- E. Any reduction of hours shall occur in accordance with Article VII, Layoff and Recall.
- F. On days when students are scheduled for early release, late start, or on conference days, employees shall work their regular work hours.

Section 2: Work Year

- A. Paraeducators (general and special education): The employee work year shall consist of one-hundred eighty-two (182) days, one hundred eighty (180) days will correspond to the student school year.
 - 1. Two (2) days will be scheduled as district directed time. The employee will sign an attendance roster to indicate completion of the hours worked. The District will make every effort to embed required training during this District directed time.
- B. Library, Office Support, and Building Paraeducators: The employee work year shall consist of one hundred eighty-three (183) days, one hundred eighty (180) will correspond to the student school year.
 - 1. Two (2) days will be scheduled as district directed time. The employee will sign an attendance roster to indicate completion of the hours worked. The District will make every effort to embed required training during this District directed time.

2. One (1) day will be scheduled prior to the start of the year for the purpose of setting up the library or main office under the direction of the building administrator or district librarian to be prepared to provide services to students on the first day of school.
- C. If the District hires COTAs in the future, the parties shall meet to negotiate the work year.

Section 3: Job Descriptions

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
1. A current and complete file of all bargaining unit job descriptions shall be available to all employees and the Association for their review. When a job description for a bargaining unit position has been newly created or revised, a copy will be provided to the affected employees and the Association.
 2. The District will provide a draft copy of any changed duties, responsibilities, and/or requirements in a job description so that the Association may provide input prior to a final draft being developed by the District.
- B. If an employee feels that they are being asked to perform duties outside their job description, the employee may discuss the concern with their supervisor. Employees shall have the right to representation by the Association in any discussions with their supervisor. If not satisfied after a discussion with their supervisor, the association may bring the issue to Labor Management.
- C. Other duties as assigned are intended to be reasonable and consistent with the scope and intent of the job/position.

Section 4: Lunch and Break Periods

- A. Employees shall receive a fifteen (15) minute break for each four (4) hours of work, scheduled as near as possible to the mid-point of the work period. Employees who work eight (8) or more hours per day shall receive two (2) fifteen (15) minute breaks within the workday. One of the two (2) breaks shall be within the first four (4) hours of the employee's workday.
- B. Each employee, working more than five (5) hours per day, shall be entitled to a minimum one-half (1/2) hour duty-free lunch period without pay.
- C. Employees shall be free to leave their work site during the duty-free lunch period.

- D. Employees required by an administrator to work through their regularly scheduled lunch shall be compensated for the foregone lunch period. The employee should document their missed lunch using a district timeslip and signed off by their building administrator.

Section 5: Attendance at Building or District Meetings

Employees required by an administrator to attend meetings or carry out other responsibilities outside of their normal workday shall be compensated for all such time at their regular hourly rate of pay. Overtime provisions will apply if the employee works more than forty (40) hours per week.

Section 6: Overtime

All hours previously approved and worked in excess of forty (40) per week shall be compensated at the rate of one and one-half (1 1/2) times the employee's base pay and/or in accordance with applicable Fair Labor Standards Act regulations. Any and all such overtime hours must be previously authorized by the District. Holidays are included in the forty (40) hour work week calculation.

Section 7: Optional Hours

- A. Optional hours are defined as compensation for additional hours worked outside of the employee's normally scheduled workday and/or work year. Optional hours shall be preapproved by the employee's supervisor and shall be paid at the employee's regular rate. Combined optional and regular hours in excess of forty (40) hours per week shall be paid at the overtime rate.
- B. In lieu of payment for optional hours, an employee may request to take flex time. All flex time must be requested by e-mail and preapproved by the employee's supervisor. Flex time shall be documented on the monthly attendance roster with the preapproval e-mail attached. Flex time is to be taken during non-student contact time and must be used by June 1.
- C. Any flex time not taken during the regular work year shall be cashed out and paid at the employee's regular rate of pay in the June pay warrant.
- D. If the balance of additional hours is not paid by the District or used by the employee before separation of employment, it will be paid at the regular rate of pay as part of the employee's final pay warrant.

Section 8: Emergency/Inclement Weather Conditions

- A. If conditions make it necessary for the District to declare school closed for one (1) or more days, employees shall not be required to report to work. Employees shall make up the day(s) when school is rescheduled.
- B. Employees shall be compensated for a minimum of two (2) hours of work, to be paid at their regular rate of pay if schools are closed after the employees' workday begins. If the employee's supervisor requests, employees may work additional hours during closure days. Employees will receive their regular rate of pay for all hours worked.
- C. Should the District receive a waiver for loss of student days, the employee shall be allowed to use accumulated leave, or work additional hours to make up for lost wages.
- D. If conditions make it necessary for the District to delay the opening of school or close school before the end of the student day employees may, at their discretion, work the regularly scheduled shift, use accumulated emergency leave, take leave without pay, or make up the time after the end of the school year. The job duty being performed at the end of the school year will be approved by the building supervisor.
- E. If the employee is unable to report to work due to inclement weather and the schools are open, the employee may use emergency or personal leave, or may take leave without pay.
- F. The District shall include a copy of its inclement weather/school closure policy online.

Section 9: Teaching Duty Bar

Employees are to work under the direction of a certificated/licensed staff member to support and assist in providing instructional and other services to students. The certificated/licensed staff member remains responsible for the overall conduct and management of the classroom or program, including the development of lesson plans, substitute paraeducator plans and the design, implementation and evaluation of the instructional program and student progress.

Section 10: Playground, Before and After School Supervision of Students

- A. The District will consider location of the playground, number of students, weather conditions including air quality, length of time that an employee is outside, equitable distribution of duties, and safety issues to appropriately staff recesses. Buildings shall apply the same factors and standards in determining indoor and outdoor recess. Concerns about staffing may be brought to the attention of the building principal. If concerns are not resolved at the building level, they may be directed to Labor Management.
- B. The District will provide working communication tools such as radios/walkie talkies to ensure the safety of those employees while on recess/playground, before/after school and crossing guard duty. Building access will be granted to employees during these periods.

- C. The District will determine and provide training for all employees who work as crossing guards, recess/playground assistants and before/after school monitors. The training will be held during the normal workday. If this training is held outside of the employee's regular work hours, the employee will be compensated at their hourly rate or at the overtime rate if the employee's hours are such that they have met that threshold.

Section 11: Substituting for Certificated Staff Members

- A. In emergencies, employees who hold a valid teaching or substitute certificate may substitute for a certificated staff member. The employee will receive the certificated hourly substitute rate of pay if higher than the employee's regular rate of pay. Compensation shall commence from the time that the employee begins coverage of the classroom/students.
- B. An emergency is defined as a sudden condition or state of affairs calling for immediate action or when arrangements for a regular certificated substitute cannot be made due to time constraints or substitute availability.

Section 12: Student Information

Within 10 days of the district implementing any IEP, 504, or BIP or within 10 days of any significant changes of any IEP, 504, or BIP, the building principal and/or designee shall provide to employees who have a legitimate educational interest appropriate student information regarding the educational, health and safety needs of students under the employees' direct supervision. This may include information from 504 Accommodation Plans, Special Education IEPs, BIPs or other health and safety plans as necessary for providing educational services or supervision to students.

Section 13: Dispensing of Medication/Health Services to Students

- A. Building principals and nurses will determine the procedure for dispensing student medication and delivering health services to students within each building. A plan must be developed and shared with employees who serve as backup personnel. Backup personnel will be trained in administering all health services in the employee's absence.
- B. There shall be a designated facility for the dispensing of medication and treatment of students. Medication will be stored in a locked or limited access area. Employees giving medication will have a reasonably uninterrupted period of time in which to do so where they will not have other assigned duties.
- C. A nurse shall be responsible for the training of employees who are assigned to disperse medications and/or provide health services.

- D. Upon submission of a written letter of refusal, employees shall not be required to insert feeding tubes or catheters. A written letter of refusal may not serve as grounds for discharge, non-renewal or other action adversely affecting the employee's contract status.
- E. Employees providing medication or health services to students in compliance with state law shall not be liable in any criminal action or for civil damages in their individual, marital, governmental, corporate or other capacity as a result of providing medication or health services to students (RCW 28A.210.275).

Section 14: Staff Development/Training

- A. The Labor Management Team will receive and discuss input regarding training including, but not limited to, paraeducator specific trainings as determined and required by PESB.
- B. The District, taking into consideration feedback from the Labor Management Team meetings, shall determine and provide staff development/training for all employees within the bargaining unit as appropriate to their job assignment. Such training may include but is not limited to: office procedures and technology use; student safety and discipline; playground safety; Safe Schools Training; student restraint behavior modification; medication disbursement; care of medically fragile students; proper lifting techniques and handling and disposal of hazardous materials such as needles and bodily fluids.
- C. The District will make every effort to provide required training during the normal workday and year. The District may offer training outside of these times if no other option is available. If such training is required and the employee is not able to attend, the employee will work together with their supervisor to make up the training at another time. If training is held outside of the normal workday, employees will be compensated at their hourly rate of pay or at the overtime rate if the employee's hours are such that they have met that threshold.
- D. With prior written approval of the assistant superintendent/designee, employees may attend teacher learning improvement days for the whole day or for specific courses related to paraeducator certification. These days are optional but if the employee is approved to attend, they will be paid at the employee's regular rate of pay.
- E. The District will prioritize offering required training if needed during early release days, late start days, conference weeks, and other times available to employees for professional development. The District may provide trainings as needed to meet District goals and required trainings.

Section 15: Paraeducator Certification Professional Development

- A. If funded by the state, the District will provide fourteen (14) hours of training to provide the Fundamental Course of Study (FCS) and/or to attain clock hours towards certifications as defined by OSPI.
 - 1. At least seven (7) hours of these trainings will be in-person unless the Professional Educator's Standards Board (PESB) or the county health department recommends virtual training.
 - 2. When training dates are scheduled, the Association will receive prior notification.
- B. The District will maintain a link to information on paraeducator requirements on the District website.
- C. The required Fundamental Course of Study (FCS) training does not include substitutes.

Section 16: Work Year Calendar

- A. The current calendar is contained in Appendix B. Calendars for subsequent years will be posted on the district's website once approved by the school board.
- B. The Association will appoint one (1) member to the District Calendar Committee.

ARTICLE V – EVALUATION

Section 1: Notification

By October 15, each employee shall be given the name of their primary evaluator and contributing evaluators. If those should change during the year, the employee shall be notified in a reasonable time period. The primary and contributing evaluators shall be administrators.

Section 2: General Evaluation Requirements

- A. Performance concerns will be addressed within five (5) days of the occurrence and may be on the performance evaluation report. Evaluator(s) will accurately inform employees of their progress during the evaluation process.
- B. The administrator will inform the employee when they are conducting an observation for evaluation purposes. Electronic devices shall not be used to listen to or record the employee unless mutually agreed to by the evaluator and the employee. Such recordings shall be used for evaluation purposes only and will not be shared with others without the employee's written consent.
- C. Every employee will be evaluated in writing. Evaluations must be provided prior to the last week of school. The evaluation will be reviewed in person, by the evaluator, with the employee and a copy of the report furnished to the employee prior to placement in the personnel file.
- D. Employees shall be required to sign and date completed evaluation. The employee's signature shall indicate only that they have received a copy of the evaluation report, not that they necessarily agree with its content. The evaluation form provided by the District shall be the only form used.
- E. The summative evaluation will be placed in the employee's personnel file. Any observation notes will be purged from the evaluator's/supervisor's file no later than June 30.
- F. Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time for improvement.

Section 3: Newly Hired Employees

Newly hired employees shall be evaluated within ninety (90) calendar days after commencement of employment.

Section 4: Probationary Period for New Employees

- A. Newly hired employees shall be considered probationary employees for a period of not more than ninety (90) days following the hire date.
- B. On or before the completion of the ninety (90) day probationary period, the employee will be either:
 - 1. Removed from probationary status
 - 2. Released from employment or
 - 3. Given another ninety (90) calendar day probationary period to improve job performance.

Section 5: Improvement Plan

- A. A non-probationary employee receiving a rating of "Requires Additional Action" on any criteria of a summative performance evaluation will be given a written notice explaining any deficiencies and ways the employee can improve their job performance. The employee shall be given a reasonable amount of time to implement the specific suggestions for improvement.
- B. If an employee is rated "Requires Additional Action" on a majority of the subsections of the evaluation criteria and does not demonstrate improvement in the areas of weakness, the employee's supervisor shall make a recommendation to the Superintendent on the continued employment of the employee. The Superintendent shall recommend to the Board of Directors any action to be taken.

Section 6: Right of Appeal

Only the procedural aspects of the evaluation system may be appealed through the grievance process.

ARTICLE VI – ASSIGNMENT, TRANSFER AND VACANCY

Section 1: Definitions

Assignment: The specific position assigned to an employee either within a building or program area

Transfer: A change from an employee's current assignment to another assignment either by request or because of district or program needs

Vacancy: A position presently unfilled; a position currently filled that will be open in the future; or a newly created position

Section 2: Vacancy

- A. Building principals will assign staff within the building before any vacancy is declared.
- B. Vacancies of less than three (3) hours shall be first offered to the paraeducator working with the assigned student(s), teacher(s), building or program/department. If work schedules prohibit such assignment, hours may be assigned to other employees within the building.
- C. If the above vacancy remains unfilled, the job posting, and selection process will follow as indicated in Subsection D.
- D. Job openings or vacancies for all bargaining unit positions of three (3) or more hours shall be posted concurrently inside and outside the District for a minimum of five (5) days on the Pullman School District website. The job posting shall include a job description which clearly sets forth the qualifications, number of hours and requirements for the position.
- E. Current employees who apply for the open position will be granted an interview and will be given first consideration for the position. Temporary and substitute employees are considered external candidates.

Section 3: Transfer

- A. No transfer shall be made if there is a qualified volunteer available to fill said position.
- B. Employees may be transferred from their current assignment with three (3) days prior notice. The supervisor and employee shall meet to discuss the effects of such a transfer before the transfer is initiated.

ARTICLE VII – LAYOFF AND RECALL

Section 1: Definitions

- A. Layoff – an action by the Board reducing the number of employees in the District due to monetary or program reasons. It does not refer to decisions to discharge, terminate or adversely affect an employee for cause.
- B. Reduction in Force – reduction of employees due to layoff at the end of the school year. Any employee placed on layoff status shall retain all accrued benefits as are regularly extended to any employee on leave.
- C. Seniority – shall mean the first date on which the employee began continuous daily employment as a member of the bargaining unit, hereinafter called the “hire date”. Substitute and temporary work experience shall be excluded when computing seniority.

Section 2: Criteria for Reduction in Force (RIF)

Reduction in Force (RIF) is an action by Board Resolution reducing the number of positions due to economic reasons such as failure of special levies, reduction of state or federal funding, or reduction in enrollment or changes in the educational program. The District will not reduce the number of full-time or part-time jobs except by attrition or layoff. Layoff will only follow after all Assignment, Vacancy, and Transfer provisions have been exhausted.

Section 3: Publication of the Seniority Report

- A. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”) within the school district regardless of job title.
- B. Annually, by November 1, the District shall publish and distribute the seniority report to all employees for verification of work experience. Employees shall have twenty (20) working days to report any dispute regarding their years of experience to the Human Resources Department during the annual review period.
- C. Employees on leave are responsible for initiating any changes pertaining to their individual listing.
- D. An employee’s seniority shall not be lost, but their years of service shall be adjusted for time spent on any type of unpaid leave in excess of twenty (20) workdays.

- E. A finalized list shall be published and distributed to all employees by March 1 of each year. The list shall reflect all corrections, deletions and additions of personnel for the school year.
- F. The seniority report shall include:
 - 1. Initial hire date as a member of the bargaining unit
 - 2. Initial hire date as an employee within the District
 - 3. Total number of years of service within the bargaining unit
 - 4. Total number of years of service within the District
- G. In the event that more than one employee has the same seniority ranking, the affected employees shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which allow affected employees and the Association to be in attendance.
- H. An employee's seniority shall be lost for the following reasons:
 - 1. Resignation
 - 2. Discharge
 - 3. Retirement
 - 4. Failure to return to work in response to a call back from layoff

Section 4: Reduction in Force Procedure

- A. The Superintendent will notify the President of the Association by May 31 of any anticipated layoff within the bargaining unit and the position(s) within the bargaining unit to be discontinued.
- B. Any layoff of employees shall be accomplished using overall district seniority, regardless of funding category/source or worksite. Staffing adjustments resulting from layoff of employees will be based on district seniority within the bargaining unit.
- C. Employees to be laid off shall receive advance written notice of no less than ten (10) working days. The Association shall be presented with a layoff list no less than ten (10) working days prior to employee layoffs.
- D. The District shall first seek voluntary reduction through resignations, leave of absence and/or retirement.
- E. If a reduction in the workforce is necessary, the number of individual employees will be reduced rather than reducing hours for all employees.

- F. Eligible employees who are laid off will have the option to continue their benefits through COBRA coverage as required by law and with consideration of carrier limitations.

Section 5: Provisions for Re-employment

- A. Employees laid off will be placed in a rehire pool in order of seniority for a period of two (2) years following layoff. The District will recall employees in reverse order of layoff to openings within the bargaining unit provided such employees are qualified to fill the position. It shall be the responsibility of each person in the re-employment pool to notify the Human Resources Department of any change of address. Notices will be sent by certified mail to the last known address for the individual, and employees shall have ten (10) days from the date of receipt to accept the position and return to work. If the employee does not respond within ten (10) days of receipt of the letter, the employee will be removed from the pool. If the certified letter is undeliverable or if delivery is refused, the employee will be removed from the pool.
- B. Employees in the rehire pool will have, upon request, first priority for substituting and placement into temporary positions within the bargaining unit. Upon rehire, sick leave and position on the wage schedule shall be restored.

ARTICLE VIII - LEAVES

Section 1: Illness and Injury Leave

- A. Each employee shall be awarded sick leave allowance of ten (10) days based on the number of actual hours worked. This leave is awarded each September or upon employment with the District. Such leave shall be used for absence caused by illness, illness of a family member, medical appointments, or injury. Unused sick leave days may be accumulated at the rate of the employee's normal daily work shift up to one hundred eighty 180 days or to the maximum allowable by State law.
- B. Employees who are hired after the beginning of the school year shall receive a pro rata amount of leave based on the number of months remaining in the school year. Leave will be credited to the employee's account during the first month of employment. A full day will be granted to an employee hired on or before the 15th of the month, for that month.
- C. Employees who have accrued sick leave while employed by another public school district in the State of Washington, shall be given credit for such accrued sick leave upon employment by the Pullman School District.
- D. Upon district request, a physician's signed statement will be required to support an absence of five (5) or more consecutive days.
- E. An employee who is unable to perform their duties because of personal illness, maternity or other disability will, upon request, be granted leave of absence without pay at the exhaustion of available accrued sick leave for the remainder of that school year. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.
- F. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift at the time sick leave is taken.
- G. When possible, the employee shall notify the Human Resources Department at least five (5) days in advance of the dates of planned leave. If an administrator/supervisor, upon consultation with the District Office, suspects an employee is misusing sick leave, the administrator/supervisor will bring it to the employee's attention with a conversation between both parties. After the meeting, the District may require a physician's statement.
- H. If sick leave benefits are exhausted, the Superintendent may grant leave without pay for the balance of the year or the employee may apply for shared leave if extraordinary circumstances are involved.

- I. If, upon separation of employment, an employee has used more sick leave than the number of days accumulated, a deduction will be taken from the employee's last pay warrant.

Section 2: Emergency Leave

The District shall allow employees to use any of their accumulated leave balances in the event the employee has an emergency. Emergency is defined as a situation which has been suddenly precipitated or is unavoidable; or where preplanning could not relieve the necessity for the employee's absence during the workday. A statement of the emergency may be required to support an absence of more than two (2) days.

Section 3: Family Medical Leave Act (FMLA)

Any eligible employee is entitled to family medical leave during any fiscal year in accordance with the FMLA. The District shall post information on the FMLA at each employee work site. Sick leave shall run concurrently with family medical leave. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.

Section 4: Washington State Family and Medical Leave (PFML)

- A. Employees may be eligible to receive PFML under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.
- B. The employee may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves.
- C. The Washington State Employment Security Department <https://esd.wa.gov> is responsible for determining whether employees qualify for PFML and are responsible for administering PFML benefits. When an employee is seeking PFML, they will provide notice to the District of the intent to seek PFML. The employee will notify the District when they learn that they have been approved for PFML by the Employment Security Department. The employee will provide the District with documentation received from the Employment Security Department showing the approval of PFML leave. The employee will also provide the District with documentation that establishes the employee's need for leave. Once the employee has provided such documentation, the District will provide the employee unpaid leave consistent with the PFML for which the employee was approved by the Employment Security Department.
- D. When PFML is used, the District shall maintain health insurance benefits during periods of approved PFML in accordance with the law. PFML runs concurrently with FMLA.

- E. The District shall pay the employer's share of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

Section 5: Parenting Leave

The District will provide employees with access to parental leave per state law. More information may be found at www.paidleave.wa.gov

Section 6: Sick Leave Buy Back

Each January, eligible employees may elect to convert sick leave to monetary compensation at a rate equal to one (1) day per diem pay for each four (4) full days of accrued sick leave in excess of sixty (60) days. Each employee may convert up to twelve (12) days of sick leave, the balance of which shall be no less than sixty (60) days. Moneys or benefits received under this section shall not be included for the purposes of computing a retirement allowance. RCW 28A.400.210

Section 7: Retirement Buy Back or Death Conversion

- A. In accordance with RCW 28A.400.210 the District hereby adopts a preretirement and a post-retirement medical benefit plan for eligible employees with accumulated sick leave conversion funds.
- B. At the time of separation from Pullman School District employment due to retirement or death, an eligible employee or employee's estate shall receive remuneration at the rate equal to one day's current monetary compensation of the employee for each four full days of accrued leave for illness or injury. (RCW 28A.400.210).
- C. The administration of this plan shall be in accordance with RCW 28A.400.210 – Employee attendance incentive program – Remuneration or benefit plan for unused sick leave and WAC 392-136 Finance – Conversion of Accumulated Sick Leave

Section 8: Sick Leave Sharing

- A. The District shall provide employees with access to leave sharing (sick leave bank) in accordance with state law.
- B. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out. WAC 392-126-104

Section 9: Bereavement Leave

Up to five (5) days shall be granted with pay per occurrence for bereavement of a relative in the immediate family or up to three (3) days for extended family or close personal friend. Such leave shall be non-cumulative. Employees shall notify their immediate supervisor when taking bereavement leave and record such leave as per district procedures. If bereavement exceeds the allocated time, accumulated sick leave or personal leave will be deducted. When requesting leave in the absence management system, employees will need to document the relationship and date of death and/or funeral or memorial service.

Section 10: Personal Leave

- A. Each employee shall be entitled to three (3) paid days of personal leave per year. When possible, notice of intent to use this leave shall be given within a minimum of forty-eight (48) hours through the absence management system. Personal leave days must be used in full or half day increments. This leave is presumed to be granted upon request, provided, the number of individuals who may use personal leave on any one day shall not exceed eight percent (8%) of total employees on any day. Leaves will be approved on a first-come, first-serve basis as determined by receipt of the request in the absence management system. If the employee's personal leave has been approved, it will not be canceled due to lack of a substitute.
- B. Employees will automatically be cashed out up to two (2) days of unused Personal Leave at the employee's per-diem rate with the July pay warrant.

Section 11: Jury Duty and Court Appearances Leave

- A. When an employee of the District is absent because of a mandatory court appearance, they shall suffer no loss of income by reason of this service.
- B. A copy of the subpoena or certificate of the clerk of the court shall be filed with the Payroll Office.
- C. Absences for legal action in which the employee is a litigant shall be classed as personal business and a pay deduction will be made or the employee may use personal leave as appropriate for such absence.

Section 12: Military Leave

- A. Employees shall be granted military leaves of absence without pay when required by law to serve in a military force. Years of military leave shall be counted as years of experience for salary and seniority purposes. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.

- B. Military leave of absence is construed as regular service in regard to salary increments. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from employee's assignment for a period not exceeding twenty-one (21) calendar days beginning October 1st and ending the following September 30th. The employee shall receive normal district pay, however, there shall be no loss of privileges, vacations or sick leave to which the employer might otherwise be entitled according to RCW 38.40.060.

Section 13: Association Leave

- A. An aggregate of fifteen (15) leave days per year with pay shall be provided to the Association to carry out responsibilities as bargaining agent. The cost of the substitute shall be reimbursed to the District by the Association.
- B. Employees will provide the District with at least twenty-four (24) hours' notice through the absence management system before taking Association Leave unless circumstances prevent otherwise.
- C. Approval will be granted to allow for more Association leave days necessary for the negotiations' process.

Section 14: Leave of Absence

- A. Leave of absence up to one (1) year without pay may be granted to employees by the Board for personal or professional reasons such as but not limited to recuperation, child rearing, business related to a death in the family, working in a professional related field, study, or travel. Employees will be offered COBRA coverage to extend their benefits during their leave of absence.
- B. Employees shall notify the District in writing on or before March 15 of their intent to return from leave of absence for the following school year. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District. The Board may extend the Leave of Absence for up to one (1) additional year.

Section 15: Leave without Pay

Leave without pay is intended only for an employee who has exhausted all other forms of leave (i.e. sick leave, shared leave, FMLA, etc.) for a significant illness that necessitates a long period of time away from work. In addition, for once-in-a-lifetime events, the District may, at its discretion, allow other unpaid leave. All leave without pay must have prior approval by the District.

ARTICLE IX – FISCAL

Section 1: Wage Placement Provisions

- A. Employees shall be paid in accordance with Wage Schedule, Appendix A for 2023-2024; and the Inflationary Factor (IPD) plus 1% increase for 2024-2025.
- B. Employees will be paid for the hours worked at their level. Special education paraeducators will be paid an additional \$1.00 more than general paraeducators.

Section 2: Wage Schedule Placement

- A. Employees will be placed on the wage schedule and paid in accordance with Appendix A.
- B. Individuals who have verified paraeducator comparable experience outside of the bargaining unit may be credited on a one-for-one basis up to Step 5 for wage schedule purposes. Any employees hired since August 2021 may petition to have their wage placement adjusted to a higher step effective September 1, 2023.
- C. Employees hired on or before the last day of February shall be eligible to move to the next wage schedule step the following year. Employees hired on or after March 1st will remain on their current step for the following year. An employee cannot receive more than one (1) year of experience per year, regardless of the number of hours worked.

Section 3: Substitutes

A long-term substitute is a person who is employed to work more than ten consecutive student days in the same position. After the twentieth (20th) day, a long-term substitute will be paid at the first step of the appropriate paraeducator salary range until that long-term substitute assigned has completed.

Section 4: Extended Hours

Employees working field or other activity trips shall be paid for all hours on duty including overtime if the extended work hours are greater than forty (40) hours in any given work week. For the purpose of this section, on duty means all working hours assigned by the building principal or program director for supervision of students.

Section 5: Insurance Benefits

- A. The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this

Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.

- B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work.
- C. Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense. Optional benefit plans may not include employee beneficiary accounts that can be liquidated by the employee on the termination of employment.
- D. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- E. Enrollment shall be completed by the end of the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may elect insurance coverage from the plans available during the first thirty (30) days of employment.
- F. If a benefit plan is not chosen, the employee will be enrolled in the default medical, dental, vision, life and accidental death and dismemberment, and long-term disability insurance plans as required by SEBB. The employee will also be charged the tobacco use premium surcharge. Changes to insurance plans or enrollment of eligible dependents will be allowed in the next open enrollment period. The employee may add dependents to the default plan if there is a special open enrollment event that allows this change, such as marriage, birth, or adoption.
- G. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. Benefit coverage will continue through August 31 of that year unless the employee separates prior to the end of the work year or on the date of separation for retirement.
- H. If the Office of the Superintendent of Public Instruction or a court of competent jurisdiction notifies the District that it is in violation of the State statute, as a result of over expending funds for employee benefits, such excess shall be reduced on a pro rata basis among all District employees only if a penalty is pending which will result in a decrease of State funds or a penalty against the Board or its officers.

Section 6: Stipends

- A. All employees who complete their General Paraeducator Certificate shall be paid a one-time stipend of \$200 on the pay warrant following proof of completion being submitted to HR.
- B. All employees who complete a Subject Matter Paraeducator Certificate shall be paid a one-time stipend of \$200 on the pay warrant following proof of completion being submitted to HR.
- C. All employees who complete an Advanced Paraeducator Certificate shall be paid a one-time stipend of \$200 on the pay warrant following proof of completion being submitted to the HR.

ARTICLE X – GRIEVANCE PROCEDURE

Section 1: Definitions

- A. “Grievant” shall mean an individual, a group of individuals and/or the Association.
- B. A “grievance” shall mean a claim by a grievant that this agreement has been violated.
- C. “Day” shall mean employee workday. When a grievance has not been resolved by the end of the school year, days shall mean any day on which the District Office is open for business with the public.

Section 2: Grievance Considerations

- A. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the time limit is not met by the grievant, the grievance shall be invalid and subject to no further processing.
- B. Any grievance related to the terms of the agreement shall be subject to binding arbitration.
- C. If any party believes the following sections have been violated, they may file a grievance according to the procedure described in Article X of this Agreement. However, no party can advance the grievance beyond Step 4.
 - 1. Preamble
 - 2. Article I – Administration, Section 4: Status of the Agreement
 - 3. Article I – Administration, Section 5: Conformity to Law
 - 4. Article II – Business, Section 3: Management Rights

Section 3: Procedure for Processing Grievances

Step 1: Informal Communications

The District and Association acknowledge that it is usually most desirable for an employee and immediate supervisor to resolve problems through free and informal communications. The employee shall request a meeting with the supervisor within twenty (20) days from the time of the occurrence of the event or the time that the employee should have reasonably become aware of the occurrence of the event, whichever is later. Such meeting shall be held within five (5) days of the request. If no solution is reached at the Informal Meeting, the grievance will be reduced to writing. The following steps shall be followed in the processing of a formal grievance.

Step 2: Immediate Supervisor:

- A. Within ten (10) days of the informal meeting, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place with the grievant(s) and/or Association representative(s) within five (5) days after receipt of the grievance.
- B. The written grievance at this step and at all steps, thereafter, shall contain the following information:
 - 1. A statement of the grievance and the facts upon which it is based,
 - 2. The specific provisions of the Agreement allegedly violated
 - 3. The remedy or adjustment sought, and
 - 4. The signature of the aggrieved employee.
- C. The supervisor shall provide the aggrieved party and the Association with a written response to the grievance within five (5) days after the meeting. The written response at this step and at all steps thereafter shall contain the following information:
 - 1. An affirmation or denial of the facts upon which the grievance is based,
 - 2. Findings of the alleged violation of the Agreement,
 - 3. The remedy or adjustment, if any, to be made; and
 - 4. The signature of the appropriate management representative.

Step 3: Superintendent/Designee

If the grievance is not resolved at Step 2, or if no decision has been rendered within ten (10) days after the meeting with the supervisor, the grievant may within five (5) days after a decision by the supervisor, whichever is sooner submit a written appeal to the superintendent/designee.

The Superintendent/designee shall arrange for a meeting with the grievant to take place within five (5) days of the receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the appeal, the Superintendent will have five (5) days to provide a written decision.

Step 4: Mediation

If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within ten (10) days after the meeting with the superintendent/designee, the parties may mutually agree to resolve the grievance through mediation by an independent third-party subject to the following guidelines:

1. A mutually agreed upon mediator shall be selected from either PERC, FMCS or another independent source. The grievant, District, Association and Mediator will collaboratively set the timeline and meetings for mediation.
2. Each party shall bear its own costs of mediation except that the fees and charges of the mediator, if any, shall be shared equally by the parties.
3. If no agreement is reached at mediation, the grievance may be appealed to Step 5 – Binding Arbitration.
4. If no settlement is reached at mediation and the grievance is not appealed to Step 5 – Binding Arbitration, the final decision of the Superintendent/designee will stand.

Step 5: Binding Arbitration

If no satisfactory settlement is reached at Step 4, the Association may appeal the grievance to either the American Arbitration Association (AAA), the Federal Mediation Conciliation Services (FMCS) or the Public Employees Relations Commission (PERC). If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not previously disclosed to the other party.

The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

Section 4: Jurisdiction of the Arbitrator

The arbitrator will be without power or authority to make any decision which violates the terms of this agreement. The arbitrator shall also be without power to add to, subtract from, or alter the terms and conditions of this agreement.

Section 5: Arbitration Costs

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

Section 6: Cooperation of the Parties

The parties shall cooperate in their investigation of any grievance and shall furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

Section 7: No Reprisals

No reprisals of any kind will be taken by the District against any employee because of their participation in any grievance.

Section 8: Release time

Should the mutually scheduled processing of any grievance require that an employee(s) be released from their assigned duties, they shall be released without loss of pay or benefits.

Section 9: Personnel Files

All documents, communications and records, discussions, relating to any grievance shall be held as confidential by all parties. The District Human Resources Department shall file all records pertaining to an employee grievance separate from other personnel records.

Section 10: Grievance Form

The form for filing and processing grievances shall be found in Appendix D.

ARTICLE XI – DURATION

Section 1: Term of Agreement

This Agreement shall be in full force and effect as of September 1st, 2023 and shall continue in effect until August 31st, 2025 and shall not be extended orally. This Agreement shall be opened for the purpose of negotiating a successor agreement at least ninety (90) days prior to the termination date.

For the Association

For the District

Tammy Storey, President
Pullman Paraeducators Association

Robert Maxwell, Superintendent
Pullman School District

Date

Date

**APPENDIX A – PARAPROFESSIONAL WAGE SCHEDULE
2023-2024**

Position	Step 1	Step 2	Step 3	Step 4	Step 5
General Paraeducator	\$20.68	\$21.71	\$22.80	\$23.94	\$25.13
Special Education Paraeducator	\$21.68	\$22.71	\$23.80	\$24.94	\$26.13
Library Paraeducator	\$23.87	\$25.07	\$26.32	\$27.63	\$29.02
ALE Technician	\$25.10	\$26.35	\$27.67	\$29.05	\$30.51
Certified Occupational Therapist Assistant	\$35.71	\$37.50	\$39.37	\$41.34	\$43.41

APPENDIX B – CALENDAR



PULLMAN PUBLIC SCHOOLS CALENDAR FOR THE 2023-2024 SCHOOL YEAR

Ensuring Learning While Challenging and Supporting Each Student to Achieve Full Potential

August					September					October				
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI
	1	2	3	4					1	2	3	4	5	6
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
28	29	30	31		25	26	27	28	29	30	31			
November					December					January				
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI
		1	2	3					1	1	2	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
27	28	29	30		25	26	27	28	29	29	30	31		
February					March					April				
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI
			1	2					1	1	2	3	4	5
5	6	7	8	9	4	5	6	7	8	8	9	10	11	12
12	13	14	15	16	11	12	13	14	15	15	16	17	18	19
19	20	21	22	23	18	19	20	21	22	22	23	24	25	26
26	27	28	29		25	26	27	28	29	29	30			
May					June					Legend				
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI
		1	2	3	3	4	5	6	7	1	2	3	4	5
6	7	8	9	10	10	11	12	13	14	8	9	10	11	12
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
20	21	22	23	24	24	25	26	27	28	22	23	24	25	26
27	28	29	30	31						29	30			
August 23-24 Professional Development Days (<u>teachers</u>) August 28-29 Professional Development Days (<u>teachers/paraprofessionals</u>) August 30 First Day of School (Grades 1-12) August 30-September 1 Kindergarten Orientation (<i>day/time will be communicated</i>) September 4 No School - Labor Day September 5 First Full Day of Kindergarten & 1st Day of Preschool October 6 No School - Professional Development Day (<u>teachers</u>) October 25 Early Dismissal (K-8) - Conference Day October 26-27 No School (Preschool & K-8) - Conference Days November 10 No School - Veteran's Day November 20-24 No School - Thanksgiving Break December 25-January 5 No School - Winter Break					January 15 No School - Martin Luther King, Jr. Day January 29 Pullman High School Second Semester Starts February 16 No School - Professional Development Day (<u>teachers</u>) February 19 No School - President's Day March 13 Early Dismissal (K-5) - Conference Day March 14-15 No School (Preschool & K-5) - Conference Days March 22 No School - Professional Development Day (<u>teachers</u>) April 8-12 No School - Spring Break TBD Last Day of PSD Preschool (<i>aligns w/ Head Start</i>) May 27 No School - Memorial Day June 8 Pullman High School Graduation June 14 Last Day of School - Early Dismissal (10:50/11:05 am) June 17-18 Snow Make Up Days					Late Start Mondays Professional Dev Days-No School First/Last Day School Early Dismissal Conference Days Holidays/School Breaks-No School				
Early Dismissal Times 11:50 am Franklin, Jefferson, LMS, PHS 12:05 pm Kamiak, Sunnyside					Late Start Mondays 8:50 am Franklin, Jefferson, PHS 8:55 am LMS 9:05 am Kamiak, Sunnyside									

APPENDIX C – EVALUATION

Pullman Public Schools

Performance Evaluation Report for Paraeducators

<input type="checkbox"/> New (within first 90 Days)	<input type="checkbox"/> Annual	<input type="checkbox"/> Review/Improvement Plan
---	---------------------------------	--

Name: _____ Date: _____

Title: _____ Location: _____

OVERALL APPRAISAL:	<input type="checkbox"/> Distinguished
	<input type="checkbox"/> Proficient
	<input type="checkbox"/> Requires Additional Action
	<input type="checkbox"/> Unsatisfactory

Paraeducator establishes and maintains positive relationship with students:

- Demonstrates respect and value for individuals
- Models positive behavior for students
- Shows effort in establishing rapport
- Exhibits co-regulation strategies and remains calm under pressure
- Maintains professional boundaries
- Demonstrates dignity in regards within their relationship with each student

<input type="checkbox"/> Distinguished	<input type="checkbox"/> Proficient	<input type="checkbox"/> Requires Additional Action	<input type="checkbox"/> Unsatisfactory
--	-------------------------------------	---	---

Evaluator's comments:

Paraeducator demonstrates positive work habits:

- Shows initiative and ability to problem-solve
- Works independently and seeks guidance as needed
- Demonstrates organizational skills
- Exhibits good interpersonal and communication skills
- Practices behavioral management/de-escalation skills appropriate to individual student and situation

<input type="checkbox"/> Distinguished	<input type="checkbox"/> Proficient	<input type="checkbox"/> Requires <u>Add'l</u> Action	<input type="checkbox"/> Unsatisfactory
--	-------------------------------------	---	---

Evaluator's comments:

Paraeducator demonstrates reliability and dependability in performance of responsibilities:

- Reports to assignment(s) on time with allowance for time to transition from one location to another
- Stays for entire duration of assignment(s)
- Records absences in absence management system and/or notifies supervisor in advance
- Respects duration and scheduling of breaks and lunch
- Avoids absences beyond leave allocation
- Follows safety and security policies and procedures

<input type="checkbox"/> Distinguished	<input type="checkbox"/> Proficient	<input type="checkbox"/> Requires Add'l Action	<input type="checkbox"/> Unsatisfactory
--	-------------------------------------	--	---

Evaluator's comments:

Paraeducator respects district policies and expectations for confidentiality:

- Secures records per policy
- Logs off computer when not in use
- Ensures private setting when needing to discuss students with teacher or administrator
- Knows and follows FERPA and HIPAA guidelines

<input type="checkbox"/> Distinguished	<input type="checkbox"/> Proficient	<input type="checkbox"/> Requires Add'l Action	<input type="checkbox"/> Unsatisfactory
--	-------------------------------------	--	---

Evaluator's comments:

Paraeducator establishes and maintains professional relationships with co-workers and supervisors:

- Practices and follows building norms for resolving issues or concerns
- Exhibits willingness to collaborate with supervising teacher or administrator
- Exhibits willingness to assist others and demonstrates flexibility when available
- Exhibits willingness to accept feedback and focuses on improvement opportunities
- Demonstrates constructive communication strategies
- Follows and demonstrates civility policy in all interactions

<input type="checkbox"/> Distinguished	<input type="checkbox"/> Proficient	<input type="checkbox"/> Requires Add'l Action	<input type="checkbox"/> Unsatisfactory
--	-------------------------------------	--	---

Evaluator's comments:

Paraeducator provides learning support:

- Demonstrates ability to instruct students effectively
- Follows classroom/teacher plans
- Provides appropriate feedback to teacher
- Demonstrates ability to collect data (academic and behavioral)
- Demonstrates the ability to support and reinforce instruction

<input type="checkbox"/> Distinguished	<input type="checkbox"/> Proficient	<input type="checkbox"/> Requires Add'l Action	<input type="checkbox"/> Unsatisfactory
--	-------------------------------------	--	---

Evaluator's comments:

Additional expectations for Special Education Paraeducators:

- Follows the directions of certificated staff related to
 - Employing a variety of strategies that reinforce positive behavior
 - Implementing strategies specific to student needs – social-emotional, academic, behavioral, adaptive
 - Implementing accommodations related to specific student needs

➤ Implementing IEPs/BIPs

- Following training related to PBIS that is school specific, implements PBIS structures
- Ability to follow program procedures as it relates to student safety, health, and the equitable inclusion of students in the learning environment
- When provided with safety equipment, wears equipment appropriate for student programming (sleeves, face shields, etc.)

<input type="checkbox"/> Distinguished	<input type="checkbox"/> Proficient	<input type="checkbox"/> Requires Add'l Action	<input type="checkbox"/> Unsatisfactory
--	-------------------------------------	--	---

Evaluator's comments:

RESPONSE or COMMENT by PARAEducator:

(Goals / Coursework / Professional Development)

Employee signature:*

Principal/Supervisor signature:

Date:_____

Date:_____

**my signature indicates only that I have read and discussed this evaluation with the evaluator, not that I necessarily agree or disagree with its content or conclusions; if desired, I may choose to attach additional comments to this evaluation.*

APPENDIX D - GRIEVANCE FORM

Grievant's Name _____
Date Filed

Assignment _____
Building

STEP 1

Informal meeting: **Yes** **No** **Date Held** _____

Date alleged grievance occurred _____

Nature of grievance: (Include violations of the Agreement, Board policy, etc. Attach additional information to this form)

Remedy Desired:

Signature of Grievant _____
Association President/Designee Signature

Received by:

Signature _____
Date

STEP 1

Response Received _____

DISPOSITION:

Settled

COPY TO:

Grievant

STEP 2

Grievance notification sent _____

Withdrawn

Supervisor

Grievance Meeting Held on _____

Appealed to Arbitration

Superintendent

Response Received _____

Association

STEP 3

Grievance notification sent _____

Date _____

Grievance Meeting Held on _____

Response Received _____

APPENDIX E – JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”
2. **REASONABLE RULE OR ORDER:** “Was the Employer’s rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer’s business, and (b) the performance that the Employer might properly expect of the employee?”
3. **INVESTIGATION:** “Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”
4. **FAIR INVESTIGATION:** “Was the Employer’s investigation conducted fairly and objectively?”
5. **PROOF:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”
6. **EQUAL TREATMENT:** “Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?”
7. **PENALTY:** “Was the degree of discipline administered by the Employer in a particular case reasonably related to
 - a. the seriousness of the employee’s proven offense, and
 - b. the record of the employee in his service with the Employer?”