

COLLECTIVE BARGAINING AGREEMENT BETWEEN

FREEMAN SCHOOL DISTRICT #358

AND

PUBLIC SCHOOL EMPLOYEES OF FREEMAN

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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The parties agree that it is in their mutual interest to promote systematic and effective employee-management cooperation and to bargain in good faith with respect to wages, hours and working conditions. Participation of the employees in the formulation and implementation of personnel policies affecting them also contributes to the effective conduct of school business.

RECOGNITION AND COVERAGE OF AGREEMENT

The District hereby recognizes the Association as the exclusive bargaining representative of all employees in the bargaining unit to which this Agreement is applicable consisting of all permanent classified employees in the following general job classifications: Secretarial/Clerical, Paraeducators, Nutrition Services, Transportation, Custodial/General Labor, Maintenance/Grounds, Early Childhood Education, and ASB Bookkeeper.

Section 1.2. Job Descriptions.

The District shall provide the Association with access to current job descriptions. If the job description is changed, a copy of the changes will be provided to the Association President. The creation of a new position or major modification of the duties required of an existing position shall require opening of this Agreement for negotiations of an appropriate wage rate. Employees may petition the District for a position re-classification.

A substitute employee is defined as one who fills in for another employee.

1. Substitute employees who work for less than thirty (30) days during a given school year, are not covered by this Agreement.
2. Substitute employees doing bargaining unit work who work thirty (30) school days or less, in any twelve (12) month period and continue to be available for work, will be included in the bargaining unit limited to benefits as required by PERS, FICA and L&I, state law, Section 6.1, and Schedule A. Please see Schedule A for appropriate wage. Seniority will not be accrued by

any person hired as a substitute. No other provisions of the Collective Bargaining Agreement shall apply to substitutes.

3. Substitute employees will be paid at the hire rate of pay of the position they substitute for.
4. Former District employees who substitute will make the wages they earned when they last worked in that specific position.

Section 1.4. Temporary Position.

A temporary position is defined as an opening that the District can reasonably anticipate will exceed thirty (30) school days. This may be created by a leave of absence, a short-term staffing need which does not warrant the posting of a permanent position, or when extraordinary needs require a temporary appointment.

Temporary positions will be posted with specific beginning and end dates, or likely length of employment specified on the job posting. Current employees hired to fill temporary positions will be subject to all provisions of this Agreement. Health benefit eligibility will be determined by state law.

When a current employee fills a temporary position in another classification, they will be given a new seniority date in that classification and maintain their seniority date in the new classification for one (1) year after the temporary position ends.

In order for a temporary position to be filled by a current District employee, their vacated position must also be filled, in this case by a substitute employee. Non-probationary employees who are awarded temporary positions will retain their regular position from which they were moved and will accrue seniority. Should the temporary position end or be determined to require posting to fill permanently, the regular employee will return to their former position. Any employee hired to fill in for the employee filling the temporary position will be informed that the position is temporary.

A substitute who acquires a temporary position from a posted position will be given a hire date which they will retain for one (1) year after the temporary position ends unless they successfully bid into a permanent position.

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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for justifiable cause; and the right to release employees from duties because of lack of work. The District shall retain the right to maintain efficiency of the District operation by determining the methods and the means by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2.

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

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

Each employee shall have the right to bring matters of concern to the attention of appropriate Association representatives and/or officials of the District. In any meeting between employees and the District supervisors or administrators, employees will have the right to have Association representatives present at such meetings.

Section 3.3. Equal Opportunity and Nondiscrimination.

The employer and the Union are committed to a policy of equal employment opportunity. All staff members will be treated fairly at all times and without regard to race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information or disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment.

1 **Section 3.4. Personnel File.**

2 There shall be only one (1) official personnel file for each employee which shall always be kept in the
3 District Administration Office. Upon request, employees can review their personnel file. An employee
4 may request copies of items in their file at their expense. An employee may attach comments and/or
5 insert material in their file. Each employee shall be provided a copy of all material related to their job
6 performance placed within his/her file within five (5) days of its insertion. Derogatory material not
7 brought to the attention of the employee shall not be placed into the official personnel file and may not
8 be used for any purpose adverse to the employee's interest.

9
10 Confidential medical information and grievance information will be kept in separate, confidential files
11 which will be maintained in a secure location with limited access consistent with applicable laws.
12 These files may be reviewed by the employee at his/her request.

13
14 **Section 3.4.1. Personnel File Review.**

- 15 ■ By prior appointment, an employee shall have the opportunity to review the contents of
16 his/her file and copy materials within the file.
- 17
18 ■ A review of the personnel file will be supervised by a District Office designee. The
19 employee may request an additional individual, chosen by the employee, be present for
20 the file review.
- 21
22 ■ The employee may work with the District Office to add material to or delete material
23 from his/her personnel file. Any material, except material required by statute, agency
24 regulation, or placed in the file as a result of disciplinary action, will be removed, if so,
25 requested in writing, from the employee's file two (2) years after its initial placement.
- 26
27 ■ The employee shall have an opportunity to attach written comments to anything in
28 his/her file.
- 29
30 ■ The personnel file is a District file and shall be maintained in the District Office.

31
32 **Section 3.5. Evaluations.**

33 The supervisor of each department shall be responsible for the annual evaluation of their employees.
34 All new hires shall be evaluated within the first thirty (30) workdays of their employment. All
35 evaluation meetings will be held during the employee's shift. If the evaluation causes the employee to
36 work beyond the end of his/her shift, the time will be recorded on the time sheet and paid at the
37 appropriate rate.

38
39 Each annual evaluation shall include two (2) documented conferences, the first pre-evaluation
40 conference will be held by November 15 and the final written evaluation is to be completed by May 15
41 unless otherwise agreed to in writing by the employee and their immediate supervisor. The PSE
42 President will be notified if this provision is used. All evaluations shall be submitted on approved
43 Freeman School District Classified Evaluation forms attached to this agreement as Appendix A & B.
44 Upon completion of an evaluation by the supervisor, the employee will be provided a copy of the
45 evaluation.

46
47 Any area deemed to be unsatisfactory at either conference must be accompanied by a written plan to
48 remediate each weak area(s) following the guidelines per Section 3.5.2. No annual evaluation will

1 contain an “Unsatisfactory” rating unless the supervisor has previously discussed his or her concern(s)
2 with the employee.

3
4 The employee shall sign the evaluation and may attach comments. The signature of the employee does
5 not imply that the employee agrees with the content of the evaluation. Any disagreement within this
6 evaluation between supervisor and employee must be indicated in writing, dated, and signed by both
7 parties within five (5) workdays after the conference and a copy shall be attached to the evaluation
8 form.

9
10 **Section 3.5.1. Observation.**

11 All monitoring or observations to be used in any official evaluation shall be conducted openly
12 and with full knowledge of the employee without the use of eavesdropping or mechanical
13 surveillance devices.

14
15 **Section 3.5.2. Performance Improvement.**

16 All performance evaluations reflecting an unsatisfactory level of performance in one (1) or
17 more categories shall state specific reasons for the unsatisfactory rating, and the remedial action
18 necessary to be taken by the employee in order to correct the unsatisfactory rating, and specific
19 remedial training recommended as an aid to correcting the unsatisfactory rating. The
20 employee’s performance in the unsatisfactory category shall be reviewed in a conference with
21 the employee, a representative of PSE Freeman Chapter, and the immediate supervisor, every
22 thirty (30) days while school is in session until such time as the unsatisfactory performance has
23 been corrected. A written statement of the matters reviewed at each conference will be attached
24 to the evaluation at issue. The employee may, at his/her option, waive the attendance of the
25 PSE member at any meeting.

26
27 **Section 3.6.**

28 Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330
29 (2)(a, b) shall be provided training.

30
31 **Section 3.7.**

32 Employees assigned duties for a student requiring catheterization under the parameters of RCW
33 28A.210.280 shall be provided with training. Employees hired prior to September 1, 2006, will have
34 the right of refusal as described in the respective code if catheterization duties are not part of the
35 employee’s current work assignment.

36
37 **Section 3.8. E-Mail Communication.**

38 Emails are an official communication tool of the District. Employees will be afforded the opportunity
39 within their workday to access their District email. Training will be provided to all employees
40 regarding how to access their District email both on and off District premises.

41
42 **Section 3.9. Immunizations.**

43 The District may request proof of immunizations from its employees. Once immunization records have
44 been provided to the District, such records shall be maintained in the employee’s personnel file. No
45 specific vaccine shall be required as a condition of employment unless ordered by the Washington
46 State Department of Health. Employees without required vaccinations may only be excluded from the
47 work site if ordered by the Washington State Department of Health or regional health department.

1 If an employee submits appropriate documentation that meets the Department of Health requirements
2 regarding medical exemption from a required immunization, they may be provided the opportunity to
3 work off-site if assigned job duties allow or if unable to work, shall be entitled to utilize any paid or
4 unpaid leave options available.

5
6 **Section 3.10. Confrontational Situations.**

7 Employees are expected to use reasonable measures as necessary to protect him/herself, another
8 employee or another student from attack, physical threat, abuse, or injury, or to prevent damage to
9 District or personal property. Such reasonable measures may include seeking assistance from another
10 staff member or from law enforcement officers, as necessary. The District will provide appropriate
11 training or guidelines relating to this section.
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14

15 **ARTICLE IV**

16
17 **RIGHTS OF THE ASSOCIATION**
18

19 **Section 4.1.**

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

25 **Section 4.2. New Hires.**

26 Annually, the District shall provide to the local PSE Chapter President and membership@pseofwa.org,
27 the name, address, phone number, position, number of hours worked per day, date of hire, and rate of
28 pay for each employee covered by this agreement.
29

30 At the time of hire, the same information will be provided to the Freeman PSE for each newly hired
31 employee. The School District will provide the Union the opportunity to conduct a thirty (30) minute
32 meeting during the new hire's work time within two (2) weeks of their hire date.
33

34 **Section 4.3. Release Time.**

35 The President of the Association and designated representatives will be provided time off without loss
36 of pay to attend regional or state meetings when the purpose of those meetings is in the best interest of
37 the District as determined by the District Administration.
38

39 **Section 4.3.1**

40 Release time for Freeman PSE members requested by the Public School Employees of
41 Washington/SEIU Local 1948 State Organization will be granted to the employee providing it
42 does not cause undo harm to the District. All costs associated with the employee's absence will
43 be reimbursed by PSE of Washington. Request for release time will be handled through the
44 Human Resources Department.
45

46 **Section 4.4. Release Time for State Elected Positions**

47 Any bargaining unit member who holds a state elected position in the Association shall be permitted to
48 utilize intermittent release time when such time is paid in full by PSE.

1 **Section 4.5. Release Time - Grievances and Negotiations**

2 Association representatives, along with designated grievant and witnesses, shall not suffer any loss of
3 pay when mutually scheduled to participate in negotiations or grievance hearings during established
4 work hours. The employer and Union are committed to collaborating in good faith to ensure the
5 scheduling of these events prioritizes the needs and preferences of all involved individuals. The
6 employer will minimize scheduling time outside of the workday for these events unless such time is
7 not feasible.
8

9 **Section 4.6.**

10 Representatives of the Association, upon approval of the Superintendent, shall have access to the
11 District premises during business hours, provided that no conferences or meetings between employees
12 and Association representatives will in any way hamper or obstruct the normal flow of work.
13

14 **Section 4.7. Labor / Management Meetings.**

15 To facilitate lines of communication between Labor and Management, meetings will be held for each
16 classification at least once each year, at the request of the employees. The meetings shall include the
17 Superintendent, the supervisors, and the employees from the classification. The President of the
18 Freeman PSE Chapter, or a designee, will contact each supervisor to schedule meetings times.
19

20 In addition, the President, PSE field representative, and/or one other member will meet with the
21 Superintendent on a regular basis but not less than four (4) times per year. The dates for the meetings
22 will be set in September of each school year. These meetings will provide a forum to discuss problems
23 and mutual concerns but will not take the place of negotiations.
24

25 **Section 4.8. Delegation to PSE Staff.**

26 The Association reserves and retains the right to delegate any right or duty contained herein to the
27 professional staff of the Public School Employees of Washington/SEIU Local 1948.
28

29 **Section 4.9. Applicability of Public Disclosure Laws.**

30 Nothing in this Agreement precludes the District from providing documents in accordance with public
31 disclosure laws. The District will notify the employee and the Union prior to the release of any
32 requested record. Employees shall have five (5) business days to notify the District if they plan to file
33 an injunction blocking the request.
34

35 **Section 4.10. Information to be provided to PSE.**

36 Per RCW 41.56.035 the following information will be provided to PSE by the employer.
37

- 38 (1) If the employer has the information in the employer's records, the employer shall provide to the
39 exclusive bargaining representative the following information for each employee in an
40 appropriate bargaining unit:
41

42 (a) The employee's name and date of hire;
43

44 (b) The employee's contact information, including: (i) cellular, home, and work telephone
45 numbers; (ii) work and the most up-to-date personal email addresses; and (iii) home
46 address or personal mailing address; and
47

(c) Employment information, including the employee's job title, salary or rate of pay, and work site location or duty station.

(2) The employer must provide the information to the exclusive bargaining representative in an editable digital file format:

(a) Within twenty-one (21) business days from the date of hire for a newly hired employee in an appropriate bargaining unit; and

(b) Every one hundred twenty (120) business days for all employees in an appropriate bargaining unit.

(3) When there is a state-level representative of the exclusive bargaining representative for a bargaining unit, the employer may provide the information to the state-level representative.

(4) The exclusive bargaining representative may use the information provided under this section only for representation purposes. This section does not give authority to any exclusive bargaining representative to sell or provide access to lists of employees or the information provided to the exclusive bargaining representative pursuant to this section requested for commercial purposes.

(5) If an employer fails to comply with this section, the exclusive bargaining representative may bring a court action to enforce compliance. The court may order the employer to pay costs and reasonable attorneys' fees incurred by the exclusive bargaining representative.

(6) (a) This section does not apply to an employer specifically prohibited under its requirements as a cleared United States Department of Defense contractor from providing the employee information listed under subsection (1) of this section only for those employees covered by such requirements. The employer is required to provide the employee information under subsection (1) of this section for all employees not covered by the employer's requirements as a cleared United States Department of Defense contractor.

(b) This subsection (6) does not limit the employee information an employer must provide an exclusive bargaining representative pursuant to its duty to bargain in good faith or any other duty or obligation under applicable collective bargaining law, nor does this subsection (6) prohibit bargaining over the provision of employee information under applicable collective bargaining law.

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement as set forth in RCW 41.56.

Section 5.2. School Calendar.

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

Section 5.3. Further Consultation.

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Work Schedule.

Each employee shall be assigned to a definite shift with designated beginning and ending times. The normal work schedule shall usually consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest.

Section 6.1.1.

The employee will have the opportunity to make up any time lost due to any unscheduled change in the workday subject to the approval of the employee's immediate supervisor.

Section 6.2. Emergency Closure.

In the event of an emergency school closure due to inclement weather, plant inoperation, or the like, the District will make every reasonable effort to notify each nine (9) month employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work. In the event of a school closure after the beginning of the school day, employees shall be compensated for the full workday. The hours not worked will be made up with approval by the direct supervisor.

Twelve (12)-month employees may be required to work during emergency closure and will be notified on a case by case basis.

Section 6.3. Working Through Lunch.

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

Section 6.4. Other Assignments.

If the District determines that an opening has occurred due to illness, injury, or approved absences, etc., the following criteria will be used in order for senior employees to receive more hours and/or a higher rate of pay.

- Employees must notify the District annually of their interest in additional hours should an opening occur.
- The position will be filled by current qualified employees, by seniority within the classification first. The District will determine if the employee is qualified.
- If no one within the classification applies or is qualified, the position will be opened to other qualified employees based on seniority.
- The open position will not be broken up unless deemed necessary by the District.

Employees requesting to substitute in a position shall receive the hire date rate for the position, as listed on Schedule A.

Section. 6.4.1. Extra Work.

A sign-up sheet will be made available at the beginning of each school year for employees who would like to volunteer to work extra hours. Extra work will be assigned to the most senior, available, qualified employee from the list. The District shall have sole authority regarding whether the employee is qualified to perform the extra work. PSE will retain the right to request a meeting with the District to discuss concerns if seniority is bypassed.

Section 6.4.2. Temporary / Substitute Assignment.

Employees requested to work in a substitute or temporary assignment in lieu of their regular assignment will receive the Schedule A rate of pay for that position, according to the employee's years of service or his/her current rate of pay, whichever is greater.

Section 6.4.3. Nutrition Services Substitute.

When a substitute is needed for nutrition services, work will be offered first to employees in the nutrition services classification, then out of classification to the most senior and qualified available employee who has signed up for extra work per Section 6.4.1.

In the event notification that a substitute is required does not allow adequate time to follow this process, the duties will be assigned by the supervisor.

1 **Section 6.4.4. Library Substitute.**

2 When the library coordinator is absent from work, replacement employees will be paid at the
3 Library Coordinator rate of pay, except if the library coordinator is on leave for more than
4 twenty (20) workdays the employee will then be paid at the library coordinator rate of pay.
5

6 **Section 6.4.5. Substitute Teaching.**

7 Employees who possess an emergency substitute or teaching certificate may substitute within
8 the District. An employee has the right to refuse the assignment.
9

10 Employees requested by their supervisor to work as a substitute teacher for more than thirty
11 (30) minutes will receive the substitute teacher rate of pay. Should the employee have daily
12 time covered by this section, it will be noted to payroll and documented on the employee's
13 timesheet at the time the employee is requested to work the assignment. This provision is to be
14 used for emergency substitute teacher shortages or when extenuating circumstances warrant
15 placing a classified employee in this role.
16

17 When an employee is requested to substitute the administration may provide for coverage for
18 the position/students that the employee is assigned to support when it leaves a special education
19 classroom without support.
20

21 **Section 6.5. Overtime.**

22 Overtime assignments shall be distributed in accordance with the seniority provisions hereinafter
23 provided. Employees shall not work overtime unless approved in advance by their supervisor, except
24 when the District has determined that an emergency situation exists that makes advanced notice not
25 feasible. When assigning overtime, the District agrees to provide the employee with as much advance
26 notice as practical in the circumstances. All hours worked in excess of forty (40) hours per workweek
27 shall be compensated at the rate of one and one-half (1½) times the employee's base hourly rate.
28

29 **Section 6.6. Compensatory Time.**

30 When an employee is required to work overtime, he/she may elect compensatory time (comp time)
31 instead of overtime pay as reimbursement. Either way he/she chooses, compensation is at one and one-
32 half (1½) times the hourly rate.
33

34 No employee shall be compelled to take comp time in lieu of overtime pay.
35

36 Comp time may be accumulated to a maximum of forty (40) hours which may be extended upon
37 mutual agreement between the employee and the Superintendent.
38

39 **Section 6.7. Sub Caller.**

40 The building secretary who coordinates the substitute calling software as part of their job shall be paid
41 an additional fifteen (15) days annually.
42

43 **Section 6.8. Para Hygiene and Medical Intervention Stipend.**

44 As of the end of the 2020-2021, the student need in District could be as identified two (2) positions that
45 would qualify for the stipend as agreed to: one (1) at the high school, and one (1) at the elementary
46 who tend to the personal and medical needs of specific students throughout the day.
47

The parties agree that these two (2) positions will receive the one dollar (\$1.00) stipend a minimum of four (4) hours a day during their shift at the beginning of the school year. Should the student need increase during the school year, paraeducator positions (new or current) assigned similar duties for additional student need will receive the same stipend.

Throughout the year, the District and Union will meet on a regular basis (minimally quarterly, but more often if requested by either party) to review whether the process being used to determine the hours the stipend is paid meets the reality of the work being done. Employees assigned tasks that qualify for the stipend will maintain a minimum stipend of four (4) hours a day, which may be increased during the year due to the ongoing review.

ARTICLE VII

TRANSPORTATION PROVISIONS

Section 7.1. Shifts.

Bus Drivers shall be assigned to a shift of not less than three and one-half (3½) hours per day. The District may assign duties which are in the employee's normal work assignment to ensure the full shift is worked. If an employee chooses not to work the full shift, they shall be paid for actual hours worked.

Drivers with less than three and one-half (3½) hours of drive time shall be assigned duties from a list agreed upon by the drivers. Duties not included on the list may be done with the mutual agreement by the driver and supervisor. The District will make every effort to assign duties on a daily basis so as to avoid the accumulation of backlog time.

Section 7.1.1.

Bus drivers shift will include three-fourths (3/4) hours per day for warm-up, care and cleaning of buses, completion of daily pre-trip checklist and daily log. They will be paid actual time for chaining when required.

Section 7.2. Routes.

Regular routes are those that transport students from home to school and school to home. Routes are bid annually at the beginning of the school year and awarded by seniority. Activity routes shall be bid separately as a regular route. Medical benefits will be paid and adjusted yearly based upon the hours for both regular routes and activity routes combined.

Section 7.3. New or Open Positions in Transportation.

In Transportation, a change of fifteen (15) minutes (increase or decrease) will require that routes be rebid. The position must be open for fifteen (15) consecutive days or more before routes are rebid.

Section 7.4. Extra Trips.

Extra trips for pay shall be bid from a rotating list in order of seniority. The list will be re-established each school year. Those taking trips or those declining an extra trip will be dropped to the bottom of the list. No exceptions to the rotating list will be made for loss of a trip. If a trip is cancelled, the assigned driver's name stays in regular rotation.

Trips requested the same day as departure will be assigned by the supervisor, without effecting the assigned driver's regular rotation.

When a trip is cancelled after the driver arrives at the school, he/she will be compensated two (2) hours driving pay. When a trip is cancelled and rescheduled, the driver has the option to keep the trip on the rescheduled date or turn it back to the rotating list.

On extra trips, drivers will be compensated for driving time at the regular hourly rate. Standby time will be paid at a rate listed on Schedule A or minimum wage, whichever is greater.

Trips not taken by the bid process will be assigned by the Supervisor, with at least twenty-four (24) hours' notice, to the driver of least seniority on the trip list. This list will be rotated from the least senior to the most senior driver. This would not affect drivers' regular rotation.

Trips shall be posted for bid three (3) days prior to the end of the week, generally on Wednesdays. The supervisor or assistant supervisor shall announce that the trip list is posted, and it shall be the responsibility of each individual driver to check the posted trip list. If a driver is unable to bid on a trip in person, she/he may leave a note with the supervisor, or supervisor's assistant, indicating the trips on which the driver will bid and the order of desired trips. A driver who is absent due to illness or injury (sick leave) cannot bid on a trip that occurs on the day immediately following the absence. Scheduled medical appointments shall not prohibit a driver from bidding. A driver who calls in sick on the day before a scheduled trip shall forfeit the scheduled trip, and the forfeited trip shall be assigned by seniority in rotation.

The current trip list shall be posted, with the previous week's list, on the trip board each week.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays for Twelve (12) Month Employees.

All twelve (12)month employees shall receive the following paid holidays that fall within their work year:

- | | |
|-------------------------------|----------------------------|
| 1. New Year's Day | 8. Veterans Day |
| 2. Presidents' Day | 9. Thanksgiving Day |
| 3. Martin Luther King Jr. Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Floating Holiday |
| 7. Labor Day | |

Section 8.1.1.

Whenever a holiday falls on the employee's first day of rest, the day preceding shall be observed as a holiday unless in conflict with the adopted school calendar. When a holiday falls on the employee's second day of rest, the day immediately following shall be observed as the

holiday unless in conflict with the adopted school calendar. In this event, the employee may take another mutually agreed upon day.

When a holiday falls within an employee's vacation period, another day of vacation may be taken.

Section 8.2. Holidays for Less Than Twelve (12) Month Employees.

Less than twelve (12)-month employees shall receive the following paid holidays if the holiday falls within their work calendar, except for Labor Day which will be a paid holiday regardless.

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

Section 8.3. Vacation.

All vacation benefits shall be based on years of service as indicated in the schedule below and such increases shall be effective on September 1. New hires into a twelve (12) month position who have worked less than one (1) full year shall receive a prorated amount of vacation up to September 1 and may not use vacation leave prior to completing six (6) months of full-time employment with the District.

Each twelve (12) month employee (regular full-time) shall receive vacation based on the following schedule:

| <u>Beginning</u> <u>Years of Service</u> | <u>Vacation</u> <u>Eligibility</u> |
|---|---------------------------------------|
| 1 | 5 days |
| 2-5 | 10 days |
| 6-10 | 15 days |
| 11+ | 20 days |

Employees who join the District as less than twelve (12) month employees, i.e., nine (9) month or ten (10) month, will receive no vacation until or unless they are transferred to status as twelve (12) month employees (regular full-time). When a less than nine (9) month employee is transferred to a twelve (12) month position or a position is expanded to become a twelve (12) month position, vacation time for the first year shall be pro-rated based on hire date and date of change.

Section 8.3.1.

Vacation time that is not used during the year may be accrued to a maximum of thirty (30) days. Any overage that remains because of a denied vacation request during the year will be carried over. Vacation will not be unreasonably denied.

Prior to retirement, an employee shall be provided with sufficient vacation leave which will prevent the employee from having accrued vacation leave in excess of thirty (30) days on the employee's retirement date.

LEAVES

Each employee shall accumulate one (1) day of sick leave for each calendar month worked, not to exceed ten (10) days for nine (9) month employees. Sick leave shall be vested when earned and may be accumulated for one hundred eighty (180) days. The employee shall be entitled to the projected number of days at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift.

Unused sick or injury leave shall accumulate in accordance with the appropriate Washington Administrative Code (WAC). Sick leave cash out shall be administered in accordance with the appropriate WAC.

Sick or injury leave is defined as days of absence from duty because of medical appointments, personal sickness, or injury, and for which no deduction is made in compensation of the employee. At any time, a doctor's statement attesting to the illness or injury may be required by the Superintendent or his/her designee to qualify for sick time in accordance with the Washington State law.

If employment is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those actually earned and the employee will be liable for return of pay for those days used but not earned. A person commencing employment during the school year will be granted leave days on a pro rata basis.

In the event employees are absent for reasons which are covered by industrial insurance, the District will provide the employee with information about the options allowed by the Washington State Department of Labor and Industries accordingly.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given full credit for such accrued sick leave upon employment by the District.

1 **Section 9.1.3. Emergency Leave.**

2 Emergency leave may be granted for problems for which preplanning is not possible or could
3 not relieve the necessity for the employee's absence. Use of emergency leave must be approved
4 by the Superintendent or his/her designee. Emergency leave granted to an employee will be
5 deducted from his/her accumulated sick leave.
6

7 **Section 9.1.4. Leave Sharing.**

8 The District shall establish and administer a leave sharing plan which shall be in strict
9 compliance with current RCW 41.04.660.
10

11 A. A District employee is eligible to receive donated leave if:

- 12
- 13 1. The employee is suffering from or has a relative or household member who is
14 suffering from an extraordinary or severe illness, injury, impairment or
15 physical or mental condition; who is a victim of domestic violence, sexual
16 assault, or stalking; or who has been called to service in the uniformed
17 services, which has caused or is likely to cause the employee to take leave
18 without pay or terminate his/her employment.
19
 - 20 2. The staff member's absence and the use of shared leave are justified by
21 documentation.
22
 - 23 3. The staff member has abided by District rules regarding sick leave use; and
24
 - 25 4. The staff member has diligently pursued and been found to be ineligible to
26 receive industrial insurance benefits.
27

28 The Superintendent or designee shall determine the amount of leave, if any, which a staff
29 member may receive under the provisions of this Collective Bargaining Agreement and the
30 District applicable policy and procedure. However, a staff member shall not receive more leave
31 than the number of contracted days remaining in the current school year.
32

33 B. District employees may donate leave as follows:

- 34
- 35 1. A staff member who has an accrued annual leave balance of more than ten
36 (10) days may request that the Superintendent or designee transfer a specified
37 number of days to another staff member authorized to receive shared leave. A
38 staff member may not request leave to be transferred that would result in an
39 accrued annual leave balance of fewer than ten (10) days.
40
 - 41 2. A staff member who does not accrue annual leave but who has an accrued sick
42 leave balance of more than one hundred seventy-six (176) hours may request
43 that the Superintendent transfer a specified amount of sick leave to another
44 staff member authorized to receive such leave. A staff member may not
45 request a transfer that would result in an accrued sick leave balance of fewer
46 than one hundred seventy-six (176) hours. Sick leave means leave for illness,
47 injury, emergencies, and uniformed service.
48

3. A staff member who receives personal holiday leave may request that the Superintendent or designee transfer a specified amount of personal holiday leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the amount of personal holiday leave provided by RCW 41.04.665 during any calendar year.
4. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
5. Any leave donated by a staff member, which remains unused shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one (1) staff member shall be returned on a pro-rata basis.

C. Leave shall be calculated on a day-donated and day-received basis.

Section 9.1.5. Attendance Incentive – Sick Leave Buy Back.

In January of the year following any year in which a minimum of four hundred eighty (480) hours of sick leave is accrued, and each January thereafter, any eligible staff member may exercise an option to receive remuneration for unused sick leave accumulated in the previous year up to the equivalent of twelve (12) days at a rate equal to one (1) day's monetary compensation for each (4) days of accrued sick leave in excess of four hundred eighty (480) hours per RCW 28A.400.210 (1:4 ratio). Due to the conversion, the maximum value for compensation would be equal to three (3) days if an eligible employee had used no sick leave in the previous calendar year. Sick leave for which compensation has been received under this provision shall be deducted from accrued leave at the rate of four (4) days for every one (1) day's monetary compensation (4:1 ratio).

Employees who have a sick leave balance of at least one thousand four hundred forty (1,440) hours as of the first day of the contract year will have the option to have their cash-out converted to their VEBA account if the bargaining unit votes to continue that option in the year of the cash-out. Once an employee becomes eligible, the option of cash-out or continued accrual of sick leave hours beyond one thousand four hundred forty (1,440) hours is not permitted.

Section 9.2. Bereavement Leave.

Up to five (5) days bereavement leave is allowed upon the death of an employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, or father-in-law. Leave shall also be allowed upon the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, granddaughter, or grandson. The Superintendent may grant additional bereavement time when an unusual situation arises.

Bereavement leave is noncumulative and is not deducted from sick leave.

Section 9.3. Family Leave.

The Washington State Family Leave Acts will be implemented according to state and federal law. Employees should notify their supervisor and contact Human Resources for information regarding the unpaid medical leave process.

1 **Section 9.4. Personal Leave.**

2 All classified employees will be granted three (3) days of paid personal leave per year. Prior to taking
3 the personal leave day, notification to the supervisor must be given as early as possible. Stating the
4 reason for the leave is optional. Personal leave must be used in half or full day increments when a
5 substitute is required.

6
7 Personal leave days may not be taken preceding or following holidays or vacations unless approved by
8 the Superintendent.

9
10 The District discourages the use of personal leave days starting with the Friday before Memorial Day
11 and continuing through the end of the school year. Use of personal leave during this time must be
12 approved by the Superintendent. Leave during this time period will be granted on a first come, first
13 served basis.

14
15 Employees who elect not to use their personal leave days will receive the appropriate pay at the end of
16 their contract year or, at the employee's option, to accrue the available leave. He/she may carry over
17 one (1) personal leave day not to exceed a maximum of four (4) days.

18
19 **Section 9.5. Jury Duty.**

20 When an employee is required to perform jury duty, he/she shall do so without loss of pay.

21
22 **Section 9.6. Leave of Absence.**

23
24 **Section 9.6.1.**

25 Upon recommendation of the immediate supervisor through administrative channels to the
26 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
27 leave

28
29 of absence without pay for a period not to exceed one (1) year; provided, however, if such
30 leave is granted due to extended illness, one (1) additional year may be granted.

31
32 **Section 9.6.2.**

33 The returning employee will be assigned to the position last occupied before the leave of
34 absence or to a position equal in duties and wages. Every effort will be made to retain the hours
35 worked prior to the leave. Employees hired to fill positions of employees on leave of absence
36 will be hired for a specific period of time, during which they shall be subject to all provisions
37 of this Agreement. It shall be the responsibility of the employer to inform replacement
38 employees of these provisions.

39
40 **Section 9.6.3.**

41 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
42 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
43 the employee is on a leave of absence. Employees, while on leave, have the option to continue
44 their District insurance at their expense.

1 **Section 9.6.4. Return from Leave of Absence.**

2 Any employee on leave of absence will provide the District with an anticipated return to work
3 date. If an employee is returned from a medical leave of absence, a doctor's release may be
4 required by the District.

5
6 **Section 9.7. Leave Without Pay.**

7 Employees may be granted short-term leave without pay at the District's discretion. Requests must be
8 presented to the Superintendent.

9
10 **Section 9.8. Washington State Paid Family and Medical Leave.**

11 Classified employees shall be eligible to receive paid leave under the Washington State Paid Family
12 and Medical Leave Program (PFML). Eligibility will be governed by the PFML regulations which is
13 fully administered by the Washington State Employment Security Department. Employees must have
14 worked a minimum of eight hundred twenty (820) hours within the past calendar year. The District
15 shall pay the amount of the employer payroll premium required by state law and the employee shall
16 pay the employee premium. Employees should contact Human Resources and/or visit
17 www.paidleave.wa.gov for details.

18
19
20
21 **ARTICLE X**

22
23 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

24
25 **Section 10.1.**

26 The seniority of an employee within the job classification shall be established as of the date on which
27 the employee began continuous daily employment as a regular employee (hereafter referred to as the
28 "hire date") unless such seniority shall be lost as hereinafter provided. In the event of identical hire
29 dates within the classification the date and time of application for employment will determine seniority
30 ranking. A seniority list will be established by the District by November 1st of each year for each
31 classification and will be updated as needed. A copy will be made available to each employee.

32
33 **Section 10.2.**

34 Each new hire shall remain in a probationary status for a period of not more than sixty (60) workdays
35 within a job classification following the hire date. During this probationary period the District may
36 discharge such employee at its discretion.

37
38 **Section 10.3.**

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

- 40
41 A. Resignation.
42 B. Discharge for sufficient cause.
43 C. Retirement; or
44 D. Change in job classification within the bargaining unit.
45
46
47
48

Section 10.4.

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

- A. Time lost by reason of accident, illness or judicial leave.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves; or
- D. Time spent on layoff status as hereinafter provided.

Section 10.5. Preferential Rights.

The employee with the greatest seniority shall have preferential rights regarding shift selection, vacation periods and special services (including overtime). In promotions or assignments to new or open positions, layoffs, transfers, and including overtime, the employee with the earliest hire date shall have preferential rights when qualifications, ability and performance are substantially equal with junior employees. If the District determines that seniority should not govern, the District shall set forth in writing, based on qualifications, ability and performance, to the employee or employees the reason(s) why the senior employee(s) has been bypassed and a copy of such notification will be sent to the PSE Chapter President.

Section 10.6.

Employees who change job classifications within the bargaining unit shall have sixty (60) days on-the-job trial period. If, at the end of the sixty (60) day period, the District deems the employee unqualified to meet the job requirements, the employee shall be returned to his/her former position. The employee may choose to return to the former position any time during this sixty (60) day period without penalty.

Section 10.7.

The District will publicize within the bargaining unit for five (5) workdays the availability of any open position or new position as soon as the District is apprised of the new or open position. A copy of the job posting will be sent to all classified employees. Job descriptions will be made available.

Section 10.7.1. Position Increase or Decrease.

If a position increases or decreases over one hour per daily shift in the course of a year, the District will post the entire job, except in transportation per Article VII. In transportation, a change of fifteen (15) minutes (increase or decrease) will require that routes be rebid.

Section 10.8. Layoff.

In the event of layoff, the District will first meet and confer with Public School Employees of Washington/SEIU Local 1948 (PSE). Employees so affected will receive two (2) weeks' notice of intention of layoff per Article XI.

Section 10.8.1. Layoff / Recall Order.

In the event of layoff, the last employee hired, within the general job classification will be the first employee laid off and conversely, in recalling, the last employee laid off, within the general job classification, will be the first employee recalled.

Section 10.8.2. Reemployment List.

Employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the

classification held immediately prior to layoff and in accordance with Section 10.5. Names shall remain on the reemployment list for one (1) year.

Section 10.8.3. Address While on Layoff.

As a qualification for layoff status, employees on layoff shall file their addresses in writing with the District Office and shall thereafter promptly advise the District in writing of any change of address. Noncompliance shall be considered forfeiture of reemployment and seniority.

Section 10.8.4. Offer of Reemployment.

An employee forfeits rights to reemployment if the employee does not respond to an offer of re-employment within ten (10) workdays.

Section 10.8.5. Rejecting an Offer of Re-Employment.

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

Section 10.8.6. Seniority Rights in Layoff.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.1. Date of hire with the District shall determine longevity for placement on the wage schedule and computation of vacation and retirement benefits.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. Notification to Non-Annual Employees.

This section is intended to be applicable to those employees whose contracted work year is less than twelve (12) months. Annual notification of reasonable assurance will be given to employees regarding return to work their position at the beginning of the following school year by May 15 of each year.

Section 11.1.1.

Should the District decide to discharge or lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year. A school year is defined as September 1 through August 31.

Section 11.1.2.

Nothing contained herein shall be construed to prevent the District from discharging an employee for sufficient cause after the expiration of the school year.

Section 11.2.

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

Section 11.3.

The District shall have the right to discipline or discharge an employee for sufficient cause. The issue of sufficient cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not intentionally embarrass the employee before other employees or the public.

When disciplining an employee, the following progressive discipline model will apply:

1. Notice of Concern/Counseling
2. Oral Warning - written record to supervisor's file only
3. Letter of Warning - sent to employee's personnel file
4. Letter of Reprimand
5. Suspension
6. Termination

At the District's discretion, steps in this model may be skipped depending on the severity of the infraction.

Section 11.3.1.

If the District schedules an investigatory interview with an employee and said interview could reasonably lead to discipline; the employee may choose to have an Association representative present at the interview. No investigatory interview shall be delayed more than five (5) workdays to allow an Association representative to be present.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. SEBB Benefits.

The District shall provide qualified employees with insurance benefits as funded by the state and that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

Section 12.2. Retirement.

In determining whether an employee subject to this Agreement is eligible for participation in a Washington State Public Employees Retirement System, (any and all SERS and PERS plans) the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 12.3. Tort Liability.

The District shall provide tort liability coverage for all employees subject to this Agreement while acting within the scope of their employment.

1 **Section 12.4. VEBA.**

2 There are two (2) types of VEBA benefits offered to employees covered under this Collective
3 Bargaining Agreement:

- 4
- 5 1. The bargaining unit may participate in a monthly VEBA contribution made by each employee,
6 which is currently at a two percent (2%) contribution of each employees' gross wage. This set
7 amount can be changed by majority vote of the membership annually.
 - 8
 - 9 2. Employees exercising their right for sick leave conversion per WAC 392-136-020 regarding
10 conversion of sick leave upon separation from District employment may either be put into their
11 VEBA plan, tax free, or they may receive the funds directly after being taxed. The details are
12 voted on by the PSE membership on an annual basis whether those employees will be able to
13 place the money into VEBA or cash out.
 - 14

15 Participation in VEBA is mandatory for all classified employees under this Agreement.

16

17

18 **ARTICLE XIII**

19 **IN-SERVICE TRAINING**

20

21

22

23 **Section 13.1.**

24 The District will compensate each classified employee, at his/her hourly rate, and pay expenses for any
25 courses, training, health cards and/or certification required as a condition of employment including but
26 not limited to paraeducator clock hours and nutrition CEU's. This provision covers any and all
27 conditions of employment the State of Washington may apply to classified employees at the time the
28 condition is mandated. Pre-employment requirements shall not apply.

29

30 The District shall also pay expenses for any authorized training taken for the mutual benefit of the
31 employee and the District. These expenses would include such items as registration/tuition, lodging,
32 mileage, and food.

33

34 **Section 13.1.1. Pre-Employment Costs for Bus Drivers.**

35 In the Transportation Department, the following pre-employment costs will be paid to the
36 employee after being employed for sixty (60) cumulative days. Payments will be made in three
37 (3) equal installments during the employee's first three (3) pay periods of a given school year.

38

| | |
|---------------------------|----------------------|
| 39 Physical and Drug Test | Driver's Record |
| 40 CDL Written Test | Learner's Permit |
| 41 CDL Driving Test | CDL Driver's License |
| 42 First Aid Training | |

43

44 **Section 13.2.**

45 Mutually agreeable training/apprenticeship programs and job responsibilities for all classifications
46 shall be discussed during each school year, with the purpose of implementation of an action plan.

47

48

1 **Section 13.3. Safe School Training.**

2 All classified employees are required to complete the Vector (Safe Schools) training modules
3 annually. Employees who begin their work year at the start of the school year must complete all
4 modules by September 30th. Employees hired mid-year or employees returning from leave of absence
5 during the year have thirty (30) days from their start date to complete the modules. Freeman School
6 District will manage and assign appropriate modules and determine an appropriate length of time that
7 employees will be paid. This will be evaluated annually. It is expected that classified employees will
8 complete the modules during their scheduled work time and be paid at their regular rate of pay up to
9 the allotted time amount. Transportation Department employees are the only exception to this, and they
10 can complete their modules from home and submit time to be paid as long as it does not put them into
11 overtime.
12
13
14

15 **ARTICLE XIV**

16 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

17 **Section 14.1. Membership.**

18 The parties recognize that each employee has the right to become a member of the Association, and the
19 District will not discriminate, restrain, retaliate, coerce, or interfere against any employee in that
20 process. Each employee subject to this Agreement may choose to become an Association member in
21 good standing by paying monthly dues. The Association shall be the custodian of records in terms of
22 employee Association membership.
23
24
25

26 **Section 14.2. New Hire Notification.**

27 The District will provide the PSE Chapter President, Membership Officer electronic notification of the
28 name, address, personal phone number, classification, job title, work location, and work and personal
29 email address of all newly hired bargaining unit employees upon hire.
30

31 **Section 14.3. Checkoff.**

32 The employer shall deduct PSE state dues from the pay of any employee who authorized such
33 deductions in writing pursuant to RCW 41.56.110. The employer shall transmit all such funds
34 deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948.
35 Transmissions will include payments and an electronic list of all represented employees with deduction
36 amounts. The list will include status changes (resignations, LOA, name changes, etc.) on the remit
37 form or a list will be provided with the dues file. Transactions will be received by the first Monday
38 following payroll. Submissions are to include all employees covered by the Collective Bargaining
39 Agreement. A dues remittance form needs to accompany the payment every month and include
40 membership status changes.
41

42 **Section 14.3.1**

43 The employer agrees to submit gross monthly dues remittance via Automated Clearing House
44 (ACH) monthly.
45

46 **Section 14.3.2.**

47 The employer agrees to send Union dues on all gross wages monthly for all employment
48 performed under the terms of the Collective Bargaining Agreement.

1 **Section 14.4. Authorizations and Revocations.**

2 An employee's written, electronic, or recorded voice authorization to have the employer deduct
3 membership dues from the employee's salary must be made by the employee to Public School
4 Employees of Washington/SEIU Local 1948 (PSE). If the employer receives a request for
5 authorization of deductions, the employer shall as soon as practicable forward the request to Public
6 School Employees of Washington/SEIU Local 1948 (PSE).

7
8 Upon receiving notice of the employee's authorization from Public School Employees of
9 Washington/SEIU Local 1948 (PSE), the employer shall deduct from the employee's salary
10 membership dues and remit the amounts to Public School Employees of Washington/SEIU Local 1948
11 (PSE), by the first Monday following payroll.

12
13 The employee's authorization remains in effect until expressly revoked by the employee in accordance
14 with the terms and conditions of the authorization. An employee's request to revoke authorization for
15 payroll deductions must be in writing and submitted by the employee to Public School Employees of
16 Washington/SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization.
17 Revocations will not be accepted by the employer if the authorization is not obtained by the employee
18 to Public School Employees of Washington/SEIU Local 1948 (PSE). After the employer receives
19 confirmation from the exclusive bargaining representative that the employee has revoked authorization
20 for deductions, the employer shall end the deduction effective on the first payroll after receipt of the
21 confirmation. The employer shall rely on information provided by the exclusive bargaining
22 representative regarding the authorization and revocation of deductions.

23
24 **Section 14.5. Employee Lists.**

25 The employer will provide PSE a monthly bargaining unit list transmitted electronically to
26 membership@pseofwa.org and Chapter Membership Officer (or other chapter officer if there is no
27 Membership Officer), containing every bargaining unit employee's: name; employee number;
28 classification; job title; work location; personal phone number; address; work and personal e-mail
29 address; hourly rate of pay; hours worked; gross pay; union dues paid; and language preference.

30
31 The employer will provide PSE a monthly bargaining unit list transmitted electronically, listing
32 bargaining unit employees who are hired, rehired, reinstated, transferred into or out of the bargaining
33 unit, reclassified, promoted, downgraded, placed on leaves of absence of any type including disability,
34 placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the
35 bargaining unit. This report will include each listed bargaining unit employee's name, employee
36 number, job title, work location, personnel action, and reason.

37
38 **Section 14.6. Voluntary Political Action Contribution (COPE).**

39 The District will upon receipt of an authorization form that conforms to legal requirements, deduct
40 from the pay of such bargaining unit employee the amount of contributions the employee voluntarily
41 chooses for deduction for political purposes and will transmit the same to the Union on a separate
42 ACH from the Union dues transmittal ACH. The employee may revoke the request at any time. At
43 least annually, the employee shall be notified about the right to revoke the request by Public School
44 Employees of Washington/SEIU Local 1948.

45
46 **Section 14.7. Access to New Employees of the Bargaining Unit.**

47 The District will provide PSE reasonable access to new employees of the bargaining unit for the
48 purposes of presenting information about PSE to the new employee. "Reasonable access" for the

purposes of this section means the access to the new employee occurs within two (2) weeks of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite or at a location mutually agreed to by the District and PSE.

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

Section 14.8. New Employee Orientation (NEO).

The employer will provide PSE at least ten (10) days' notice before any scheduled new employee orientation, and within forty-eight (48) hours in advance of the orientation will provide an electronic list of expected participants.

The employer will provide PSE no less than thirty (30) minutes to make a presentation at the beginning of each new employee orientation. Employer representatives shall not be present during PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at the orientation. If the meeting is conducted virtually, the employer will provide PSE with a current personal email and phone number to reach each new hire, consistent with the new hire notification in Section 14.2.

Section 14.9. Local Dues.

Local PSE dues shall be deducted in the October paycheck. The amount shall be specified by the PSE local Treasurer. Such funds shall be remitted to the local PSE Treasurer.

Section 14.10. Hold Harmless

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

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1. Grievance or Complaint.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in this Agreement as matters dealing with the interpretation or application of the terms and conditions of this Agreement will be resolved in strict compliance with this article.

When an issue arises, the employee should first address the concerns with their immediate supervisor. Unresolved issues may be processed with the grievance procedure, in an attempt to resolve at the lowest level possible. This grievance procedure is not available to probationary employees.

Section 15.2. Handling Grievances.

Discussions and negotiations in the handling of grievances, formally or informally, will take place whenever feasible during work time. The term "workday" in this article means any day that the District Office is open for business, whether the employee's worktime falls within that time or not.

1 **Section 15.3. Step I. Discussion.**

2 Employees will first discuss the grievance with their immediate supervisor, indicating that the meeting
3 is Step 1 of the grievance process. If employees wish, they may be accompanied by an Association
4 representative at such discussion. All grievances not brought to the immediate supervisor within
5 twenty (20) workdays of the occurrence, or knowledge of the occurrence, the grievance will be invalid
6 and subject to no further processing. The supervisor will have ten (10) workdays to respond.
7

8 **Section 15.4. Step II. Written.**

9 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
10 subsection, the employee will provide a written statement of the grievance containing the following:
11

- 12 A. The facts on which the grievance is based.
13 B. A reference to the provisions in the Agreement which have been allegedly violated and the
14 remedy sought.
15

16 The employee will submit the written statement of grievance to the immediate supervisor for
17 reconsideration within ten (10) workdays and will submit a copy to the Associate Superintendent or
18 Director of Human Resources. The District will have ten (10) workdays from submission of the written
19 statement of the grievance to respond to the grievance by indicating on the statement of the grievance
20 the District's proposed disposition. If an agreeable disposition is made, all parties to the grievance will
21 sign it, and the grievance will be resolved.
22

23 **Section 15.5. Step III. Superintendent.**

24 If no agreeable disposition has been reached within the ten (10) workdays referred to in the preceding
25 subsection, and the Association believes the grievance to be valid, a written statement of the grievance
26 will be submitted within ten (10) workdays to the District Superintendent or the Superintendent's
27 designee. After such submission, the District will have ten (10) workdays from submission of the
28 written statement of grievance to respond to it by indicating on the statement of grievance the proposed
29 disposition. If an agreeable disposition is made, all parties to the grievance will sign it and the
30 grievance will be resolved.
31

32 **Section 15.6. Step IV. Mediation.**

33 In the event that the grievant(s) is not satisfied with the disposition of the grievance at Step 3,
34 Superintendent, the District, and the Association agree to mediation in accordance with the following:
35

- 36 ■ If the grievant is not satisfied with the disposition of the grievance at Step 3 of the grievance
37 procedure, or if no written decision has been received from the District within the time limits
38 prescribed in Step 3, the Association must notify the District in writing within five (5)
39 workdays of the conclusion of Step 3, of the grievant's desire to refer the grievance to
40 mediation.
41
42 ■ Within five (5) workdays following the decision to mediate the grievance, both parties shall
43 agree upon and notify the appropriate mediation association and schedule a mediation
44 conference at the earliest possible date.
45
46
47

- The mediator shall determine the process and procedures to be followed during the mediation conference.

If mediation is unsuccessful, resolution is to be sought through Step 5, School Board of Directors.

Section 15.7. Step V. School Board of Directors.

If the grievance has not been adjusted to the satisfaction of the grievant within ten (10) workdays after Step 4, then the grievant may request a meeting with the School Board of Directors for the purpose of final adjustment of the grievance by submitting a written request.

The School Board of Directors shall, within twenty-five (25) workdays after receipt of the written request, confer with the grievant and render a decision to be submitted to the grievant in writing which will be the Board's final disposition of the grievance.

Section 15.8. Timelines.

The timelines may be extended upon written mutual agreement of the parties.

Section 15.9. Discrimination.

The employer and the employee will not discriminate against any individual employee or the Association for taking action under this article.

ARTICLE XVI

TRANSFER OF PREVIOUS EXPERIENCE

Section 16.1.

Prior employment by a Washington State public school system shall count in full for salary schedule placement. A new hire leaving one school district within the State of Washington and commencing employment with the Freeman School District shall retain the same longevity, leaves, and other benefits that he/she had in the previous district, subject to terms and conditions of this Agreement in compliance with RCW 28A.400.300. Seniority is not transferrable.

The District may consider verified work experience of a new hire that exists in out-of-state systems, private schools, colleges or private enterprise, for placement on the salary schedule.

Incremental steps, including longevity steps on Schedule A, shall take effect on September 1 of each year during the term of this Agreement, provided the employee has a hire date on or before December 31.

If an employee is hired on or after January 1, the employee will remain on their current step until the next September 1.

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ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 17.2.

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

Section 17.3.

The District shall pay one hundred percent (100%) of the cost of a required physical examination when administered by a physician selected by the District. The District shall pay the employee's out-of-pocket costs, up to but not exceeding the cost of the District-approved physical, when the employee selects their own physician.

ARTICLE XVIII

TERMS AND SEPARABILITY OF PROVISIONS

Section 18.1. Term.

The duration of this Agreement shall be from September 1, 2024 through August 31, 2027.

Section 18.2. Reopeners.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing. For the duration of this agreement, the parties agree to waive annual wage reopeners.

The parties agree to reopen this Agreement to deal with state legislative changes arising from the legislative session which impacts wages, hours or working conditions of Public School Employees covered by this agreement, if any.

During the duration of this Agreement, Schedule A will be modified as follows:

Year 1 – 2024-2025

- Drivers standby time will be placed and kept at \$2.00 above minimum wage
- Nutrition Services
 - \$0.75 increase between Child Nutrition 3 and 2
 - \$1.25 increase between Child Nutrition 2 and 1
- Raise bus drivers and maintenance/grounds position starting wages by 5%
- Raise all other starting wages by 2.7%
- Keep increments between steps at 3%, including when minimum wage increases and lines need to be adjusted

Year 2 – 2025-2026

- Raise all starting wages by 2.7% or IPD passthrough whichever is greater
- Keep increments between steps at 3%, including when minimum wage increases and lines need to be adjusted

Year 3 – 2026-2027

- Raise all starting wages by 2.7% or IPD passthrough whichever is greater
- Keep increments between steps at 3%, including when minimum wage increases and lines need to be adjusted

Section 18.3.

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

Section 18.4.

Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 18.5.

In the event either Section 18.3 or 18.4 is determined to apply to any provision of this Agreement, such provisions shall be renegotiated pursuant to Section 18.2.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

FREEMAN CHAPTER #223

BY: _____
Carli Kadzejs, Chapter President

DATE: _____

FREEMAN SCHOOL DISTRICT #358

BY: _____
Randy Russell, Superintendent

DATE: _____

SCHEDULE A 2024 - 2025
FREEMAN SCHOOL DISTRICT
CLASSIFIED WAGES

September 1, 2024 – August 31, 2025

| | <i>Sub Rate</i> | Hire Date | 3rd Year | 5th Year | 7th Year | 10th Year | 12th Year | 15th Year | 17th Year | 20th Year | 25th Year |
|---|-----------------|----------------------|----------------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Maintenance/Grounds | | | | | | | | | | | |
| Day Custodian/Maintenance | \$17.00 | \$19.98 | \$20.58 | \$21.20 | \$21.83 | \$22.49 | \$23.16 | \$23.86 | \$24.57 | \$25.31 | \$26.07 |
| Night Custodian | \$17.00 | \$19.98 | \$20.58 | \$21.20 | \$21.83 | \$22.49 | \$23.16 | \$23.86 | \$24.57 | \$25.31 | \$26.07 |
| Maintenance/Grounds | | \$21.76 | \$22.41 | \$23.08 | \$23.77 | \$24.49 | \$25.22 | \$25.98 | \$26.76 | \$27.56 | \$28.39 |
| Paraeducators | | | | | | | | | | | |
| Paraeducator | | \$18.27 | \$18.82 | \$19.38 | \$19.96 | \$20.56 | \$21.18 | \$21.81 | \$22.47 | \$23.14 | \$23.84 |
| <i>*Hygiene/Medical Intervention/Behavioral Stipend</i> | | | Additional \$1.00 per hour | | | | | | | | |
| Early Childhood Education Asst | \$16.28 | \$16.92 | \$17.43 | \$17.96 | \$18.49 | \$19.05 | \$19.62 | \$20.21 | \$20.82 | \$21.44 | \$22.08 |
| Library Coordinator | | \$19.03 | \$19.60 | \$20.19 | \$20.80 | \$21.42 | \$22.06 | \$22.73 | \$23.41 | \$24.11 | \$24.83 |
| Secretarial/Clerical | | | | | | | | | | | |
| Secretary/ASB Bookkeeper | \$16.50 | \$19.60 | \$20.19 | \$20.80 | \$21.42 | \$22.06 | \$22.72 | \$23.41 | \$24.11 | \$24.83 | \$25.58 |
| Nutrition Services | | | | | | | | | | | |
| Child Nutritionist I | | \$18.92 | \$19.49 | \$20.08 | \$20.68 | \$21.30 | \$21.94 | \$22.60 | \$23.28 | \$23.97 | \$24.69 |
| Child Nutritionist II | \$16.28 | \$17.67 | \$18.20 | \$18.75 | \$19.31 | \$19.89 | \$20.49 | \$21.10 | \$21.74 | \$22.39 | \$23.06 |
| Child Nutritionist III | \$16.28 | \$16.92 | \$17.43 | \$17.96 | \$18.49 | \$19.05 | \$19.62 | \$20.21 | \$20.82 | \$21.44 | \$22.08 |
| Transportation | | | | | | | | | | | |
| Drivers | \$21.83 | \$21.83 | \$22.49 | \$23.16 | \$23.86 | \$24.57 | \$25.31 | \$26.07 | \$26.85 | \$27.66 | \$28.49 |
| Standby Time | \$18.28 | \$18.28 | \$18.28 | \$18.28 | \$18.28 | \$18.28 | \$18.28 | \$18.28 | \$18.28 | \$18.28 | \$18.28 |
| Bus Assistant | \$16.28 | \$16.92 | \$17.43 | \$17.96 | \$18.49 | \$19.05 | \$19.62 | \$20.21 | \$20.82 | \$21.44 | \$22.08 |
| Transportation Maintenance/Helper | \$16.28 | \$16.92 | \$17.43 | \$17.96 | \$18.49 | \$19.05 | \$19.62 | \$20.21 | \$20.82 | \$21.44 | \$22.08 |
| <i>*Para stipend for work including hygiene of older students, medical interventions, students with violent behavior as are specified by an Admin/Supervisor.</i> | | | | | | | | | | | |
| <i>Bus Assistants and Early Childhood Assistants will earn Paraeducator wages if they have completed the state paraeducator requirement for the Fundamental Course of Study (FCS)</i> | | | | | | | | | | | |

APPENDIX A – CLASSIFIED EVALUATION

CLASSIFIED EVALUATION

for

Employee's Name

Date

PROCEDURES FOR EVALUATION

1. For all classified employees an informal pre-evaluation conference will be held by November 15th. The final written evaluation is to be completed by May 15th.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which “Unsatisfactory” are indicated must be followed by written comments to employee explaining the deficiency and recommendations for helping the individual become effective.
4. A copy must be given to the staff member upon completion of each evaluation conference.
5. New employees are to be evaluated in the first thirty (30) workdays of their employment. The supervisor is to submit at that time the evaluation which determines the non-probationary status.

DEFINITION OF PERFORMANCE RATING CATEGORIES

1. DISTINGUISHED: Exceeds expectations. The employee consistently works beyond a majority of the performance of the job description and has made significant contributions to the District through such performance.
2. PROFICIENT: Meets expectations. The employee has met the performance expectations of the job description.
3. BASIC: Satisfactory.
4. UNSATISFACTORY: Needs attention. The employee has difficulty meeting the performance expectations of the job description.
5. N/A: Not applicable.

FREEMAN SCHOOL DISTRICT # 358
S. 15001 Jackson Rd.
Rockford, Washington 99030
JOB PERFORMANCE

| | DI | PR | BA | UN | N/A | Comments |
|--|----|----|----|----|-----|----------|
| 1. JOB KNOWLEDGE: Demonstrates knowledge of procedures, job scope and responsibilities necessary for effective performance. (a) Communication-Expresses and understands instructions and other work-related information both written and oral. (b) Evidences of acceptable grammar, punctuation, and spelling. | | | | | | |
| 2. QUALITY OF WORK: Produces assigned work in an accurate, neat, & thorough manner. | | | | | | |
| 3. QUANTITY OF WORK: Produces assigned volume of work in a timely manner. | | | | | | |
| 4. ORGANIZATION: Demonstrates ability to organize & prioritize workloads effectively. | | | | | | |
| 5. Inventories, orders, stores, & uses materials wisely. | | | | | | |
| 6. INITIATIVE: (a) Takes independent action as situation warrants. (b) Identifies problems. (c) Determines course of action within assignment. | | | | | | |
| 7. Understands & follows District and building/ department policies, procedures, & practices. | | | | | | |
| 8. Practices good health/safety habits: (a) Operates equipment properly. (b) Shows concern for well-being of self and others. | | | | | | |
| 9. Maintains and deals with confidential information in an ethical manner. | | | | | | |

PERSONAL CHARACTERISTICS

1. QUALITIES:

- (a) Dependability
- (b) Punctuality (breaks, arrival and departure)

2. Uses courtesy, kindness, and respect with:

- (a) The students
- (b) The staff
- (c) The parents
- (d) The community

3. FLEXIBILITY: Adapts readily to new situations, demands, and emergencies.

4. INTERPERSONAL RELATIONS:

Deals effectively with others in the worksite; demonstrates teamwork and exhibits common sense.

5. Shows interest and pride in work.

6. JOB ATTITUDE: Demonstrates cooperativeness with the students and community; approaches work in a positive manner; is sensitive to the needs of others.

7. EFFORT TOWARD IMPROVEMENT:

- (a) Strives for personal and/or professional growth.
- (b) Is responsive to constructive suggestions.

| DI | PR | BA | UN | N/A | Comments |
|----|----|----|----|-----|----------|
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| | | | | | |

DI - Distinguished (Exceeds Expectations)

PR - Proficient (Meets Expectations)

BA - Basic (Satisfactory)

UN - Unsatisfactory

N/A - Not Applicable

NAME _____ BUILDING _____

POSITION _____ YEAR _____

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

Employee Signature

Supervisor Signature

COMMENTS:

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

APPENDIX B – DRIVERS EVALUATION

DRIVERS EVALUATION

Driver's Name _____ Date _____ AM ____ PM ____ Bus ____

DRIVER COMPLIANCE

Yes No

| | | |
|---|--|--|
| Driver has all current necessary licenses in possession | | |
| Driver completed thorough pre-trip inspection | | |
| Driver maintains accurate and current paperwork | | |
| Driver wears seatbelt | | |
| Driver area is clean and free of loose articles | | |
| Driver follows route as listed | | |
| Driver completed thorough post-trip inspection | | |
| Driver is punctual | | |
| Driver's attendance is acceptable | | |

BASIC DRIVING SKILLS

Yes No

| | | |
|--|--|--|
| Driver has necessary lights on while driving | | |
| Driver makes complete stops at all stop signs and signals | | |
| Driver accelerates and brakes smoothly | | |
| Driver uses turn signals properly | | |
| Turns are made smoothly @ 10 mph or less | | |
| Driver utilizes proper lanes when turning | | |
| Driver checks mirrors for bus position when turning | | |
| Following distance is appropriate for speed and conditions | | |
| Speed is appropriate for posted limit and road conditions | | |
| Driver stays in center of lane of traffic | | |
| Driver makes regular mirror checks | | |
| Driver is courteous to other motorists | | |
| Driver completes backing procedures safely | | |
| Driver observes intersections for traffic | | |
| Driver maintains correct hand position | | |

LOADING & UNLOADING

Yes No

| | | |
|--|--|--|
| Driver activates overhead amber lights correctly | | |
| Driver checks all mirrors before stopping | | |
| Driver stops in center of lane and 10' from waiting students | | |
| Driver activates red overheads & stop arm after stopping | | |
| Driver sets brake, puts bus in neutral and opens door | | |
| Driver checks all mirrors before crossing students | | |
| Students who must cross wait for clear driver's signal | | |
| Driver closes door and correctly deactivates lights | | |
| Driver puts bus in gear and releases brake | | |
| Driver checks all mirrors before moving bus | | |
| Driver does not move the bus until all riders are seated | | |
| Off road stop procedures are correct | | |

RAILROAD CROSSINGS

Yes No

| | | |
|---|--|--|
| Driver activates hazard lights at least 100' before tracks | | |
| Driver stops 15'-50' back from railroad tracks | | |
| All noise is shut off and students quieted | | |
| Driver opens door & window to check for trains | | |
| Driver closes door before moving bus to cross tracks | | |
| Driver turns off hazard lights after the rear clears the tracks | | |

STUDENT CONTROL

Yes No

| | | |
|--|--|--|
| Students are greeted as they enter and exit the bus | | |
| Students enter and exit the bus in an orderly manner | | |
| Students sit quickly and stay seated | | |
| Students remain seated while bus is in motion | | |
| Students follow driver's directions | | |
| Students are reasonably quiet | | |
| Driver enforces bus rules | | |

Page 1 of 2

Yes No

| | | | |
|--|--|--|--|
| Driver area windows & back windows are clean | | | |
| Bus is washed weekly | | | |
| Bus is swept regularly | | | |
| Garbage is minimal (1/2 or less) | | | |
| Seats are clean and taped if necessary | | | |
| Bus is fueled at appropriate level | | | |

COMMENTS

[illegible]

Driver Signature _____ Date _____

Evaluator Signature _____ Date _____

APPENDIX C – PARAEDUCATOR REQUIREMENTS 2019

Effective September 1, 2019, Washington State Law has required that all paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

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

In addition, in the 2019-2020 school year Paraeducators will be required to complete the Fundamental Course of Study (FSC). The District must provide fourteen (14) hours of paid training and cover associated costs on the state standards of practice for all paraeducators. The District will also provide access to computers and other technology needed to be successful in obtaining the required training as funded by the state.

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

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

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

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