

**Anacortes Para Educator Organization**  
**And**  
**Anacortes School District #103**  
**Contract Agreement**

**September 1, 2023**

**Through**

**August 31, 2025**

**School Board Approval: 9.21.2023\_**

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**AGREEMENT BETWEEN  
ANACORTES PARA-EDUCATOR ORGANIZATION  
AND ANACORTES SCHOOL DISTRICT #103**

**SEPTEMBER 1, 2023 - AUGUST 31, 2025**

**PREAMBLE**

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

This Agreement is made and entered into between the Anacortes School District #103 (hereinafter called the "District" or "Employer") and the Anacortes Para-Educator Organization (hereinafter called the "APEO" or "Organization").

**ARTICLE 1. RECOGNITION**

The Board of Directors of Anacortes School District #103 recognizes the Anacortes Para-Educator Organization as a bargaining unit as described in Section 1.2.

The bargaining unit to which this agreement is applicable includes all Para-Educators in the Anacortes School District #103.

**ARTICLE 2. DISTRIBUTION OF AGREEMENT**

Within a reasonable time (not to exceed sixty (60) days following the ratification and signing of this Agreement by the parties, the District shall print (after review and approval of a rough draft by both parties) copies of this Agreement for each classified employee and the APEO. will accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each employee in the Organization. Ten (10) additional copies shall be provided to the APEO. All classified individuals making employment application to the District shall be provided a copy of the Agreement for their examination. The cost of the printing shall be shared equally between the District and APEO. Upon hiring, new employees will be directed to meet with the Organization's President or President's appointee for up to one (1) hour contracted time to receive a copy of the contract and an explanation of the duties and responsibilities of the employee and the employer. Whenever possible these meetings will be done in a group.

**ARTICLE 3. RIGHTS OF THE EMPLOYER**

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 applicable laws and regulations is the right to direct the work force, the right to hire, evaluate, promote, retain, transfer, and assign employees in positions, the right to suspend, discharge, demote, or take other disciplinary action against employees, and the right to release employees from duties because of lack of work or levy loss, or for any other legitimate reason such as immorality, incompetence, etc. The District shall retain the right to maintain efficiency of the District operation by determining the number of kinds of personnel by which such operation is conducted.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to or affecting hours, wages, grievance procedures, and working conditions, the District shall give due regard and consideration to the rights of the Organization and to the obligations imposed by this agreement.

**ARTICLE 4. RIGHTS OF THE EMPLOYEES**

**Section 4.01**

- 4.01.1. 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 or union.
- 4.01.2. Each employee shall have the right to bring matters relating to or affecting wages, hours, and working conditions to the appropriate management official of the District.
- 4.01.3. Employees shall have the right to self-organization, to form, join, or assist employee organizations, to bargain collectively through representatives of their own choosing, and shall also have the right to refrain from any or all of such activities.
- 4.01.4. Employees of the unit subject to this agreement shall be guaranteed the right to representation, as recognized under existing law.
- 4.01.5. Employees shall, upon request, have the right to inspect the contents of their personnel file during regular administrative center business hours in the presence of a District representative. With prior

written notice, employees have the right to have an APEO representative present at the time of such inspection.

Copies of any document in the file will be supplied to the employee upon request at their expense. Any document, correspondence, evaluation, or other material making reference to an employee's competence, character or manner shall not be placed in the permanent personnel file without the employee's knowledge and right to attach written comments. Documents not provided within twenty (20) working days shall not be used as evidence in any grievance, disciplinary hearing, or adverse action proceeding notwithstanding the right of supervisory staff to maintain working files which may contain personal notation, records of discussions, or written communications to staff which may be used to support normal evaluation processes.

The District shall provide the employee with a copy of any written complaint received by the employee's supervisor within ten (10) working days. If the District subsequently determines that the complaint must be placed in the employee's personnel file, the employee will be so notified and will have the right to attach written comments to the complaint.

Upon written request to the Superintendent, the Superintendent may remove a letter of reprimand from an employee's personnel file.

## **ARTICLE 5. LAYOFF AND RECALL**

### **Section 5.01 Layoff**

- 5.01.1. In the event of a layoff, the District shall first lay off the least senior employees. In no case shall a new employee be employed by the District while there are laid-off employees who are qualified for vacant or newly created positions listed on the re-employment list as set forth in section 5.2 of this provision. Should the District decide to lay off employees, the District will notify the Organization as well as the affected employees in writing no later than June 1. (15.1)
- 5.01.2. In the event the district anticipates the need to reduce staff, the district may request to meet with selected members of the association to discuss those members potentially impacted for the purpose of determining if any members should be bypassed from the reductions.
- 5.01.3. The District may propose to retain employees who are assigned to students whose education program is determined by an IEP or 504 and are hired/trained for a specific purpose and/or whose layoff would be detrimental to the student, for example:
  - One-on-one assignments requiring gender
  - Sign language or non-English speaking
  - Functional Behavior Assessment and/or Behavior Intervention Plan for whom a change in Para educator staff would be detrimental to the student's progress.
- 5.01.4. If any employees are chosen to be bypassed in a reduction year by mutual agreement by both the Association and the District; the details shall be memorialized in a memorandum of agreement for each such chosen employee.
- 5.01.5. Each memorandum of agreement shall include the provision that the parties agree that the chosen employee is tied directly to the students the employee serves in his/her current assignment. Should the assigned student leave the district or no longer require services, the exception will be void and the employee's employment status will be in accordance with the APEO collective bargaining agreement.

### **Section 5.02 Recall**

- 5.02.1. Employees who are laid off will be placed on a re-employment list maintained by the District according to seniority ranking. Such employees will have priority in filling either an open or existing position for which they are qualified.
- 5.02.2. Names shall remain on the re-employment list for twelve (12) months commencing with the effective date of the layoff. An employee on layoff status shall maintain the seniority rights accrued at the time of layoff. However, seniority shall not accrue during layoff status.

### **Section 5.03 Employee Responsibilities**

- 5.03.1. Employees on layoff status shall file their home mailing addresses, home e-mail addresses, cell, and land line numbers as well as the name, phone number and e-mail address of any emergency contact in writing and shall promptly advise the District in writing of any change in said information. Should the employee fail to forward contact information to the District within six (6) months of the effective date of layoff then the employee shall be removed from the recall list. Employees on layoff status desirous of substitute assignments shall notify the District in writing.

- 5.03.2. An employee shall forfeit rights to re-employment as provided in Section 5.2 if the employee does not comply with the requirements of Section 5.3 or if the employee does not respond to the offer of re-employment within five (5) business days.

#### **Section 5.04 Notifications**

- 5.04.1. If there are Para-Educators currently on layoff status, Employment Notifications will be handled as follows, rather than as in Section 15.3.

Available positions will be posted for three (3) business days to in-district, current in-service Para-Educators so that interested employees of the district may be reasonably informed of a vacancy or new position. After no less than five (5) business days of posting without a show of interest from a current in-service employee the District will proceed to notify any Para-Educators still awaiting recall. After three (3) business days of notice, if more than one Para Educator still awaiting recall applies for the same position, and then the employee will be offered the position in accordance with the terms of Section 13.1 of this Agreement.

### **ARTICLE 6. RIGHTS OF THE ORGANIZATION**

#### **Section 6.01**

- 6.01.1. The Organization has the responsibility to represent the interests of all employees in the Organization, and to present its views to the District management on matters of concern, either orally or in writing relating to or affecting wages, hours, working conditions and grievance procedures.
- 6.01.2. The president or his/her representative from the executive board shall be notified within one (one) working day by the District of any disciplinary action by the District against any employee in the Organization. The APEO shall be entitled to have a representative present at hearings conducted by District officials regarding matters concerning the above and to make known the APEO's position regarding the case.
- 6.01.3. The District agrees to deduct Organization dues. The Organization agrees to provide to the District payroll office, no later than November 15, of each year a list of employees authorized for the automatic payroll deduction and the amount of the Organization membership dues. The District shall be absolved by the Organization of the responsibility for accuracy and accounting of Organization dues or inaccurate information provided by the employee or the Organization. The Organization shall indemnify and hold the District harmless from all claims asserted and lawsuits commenced by or on behalf of any employee due to action taken by the District in strict compliance with this section.
- 6.01.4. Upon request, payroll shall provide the APEO with a spreadsheet including the following information for the current school year: hourly rate, hours per day, days of vacation, holidays, total compensated days, annual salary, and eligible monthly medical/dental/vision insurance benefits.
- 6.01.5. The administration shall make available to the Association, upon written request, a list of new employees covered by this contract. This request shall not take precedence over other work being performed by central office staff.
- 6.01.6. The District shall provide all employees with written job descriptions within ten (10) working days of being hired. Within ten (10) days of an employee's assignment an administrator shall provide a daily or weekly schedule for the employee. There may be occasional variations from the schedule.

### **ARTICLE 7. NEGOTIATIONS/CONSULTATIONS**

#### **Section 7.01**

- 7.01.1. It is agreed and understood that appropriate areas for negotiation between the District and the Organization are matters related to or affecting wages, hours, working conditions and grievance procedure.
- 7.01.2. The Organization will designate a Task Force of as many as one (1) representative per school building who may meet with the Superintendent or designated representatives on a mutually agreeable basis to discuss the administration of this agreement prior to winter break. In addition, appropriate topics for discussion are issues of Para-Educator planning and transition time. At the first meeting of the ASD/APEO. Task Force each year, the parties will determine; meeting times and dates, who shall be responsible for taking minutes and the distribution of those minutes, and other procedural rules.
- 7.01.3. If the parties mutually agree it is necessary to schedule Task Force meetings during normal work

hours, the Association members serving on Task Force shall be released from work and not suffer any loss of pay.

- 7.01.4. The District agrees to revise and update job descriptions on a regular basis. At least every two years, a committee made up of two APEO representatives, the District personnel administrator and one District administrators will meet. The committee will review job descriptions and recommend updates to reflect current District standards as to para-educator duties, responsibilities, and qualifications. The District will approve and finalize changes and then provide copies of revised job descriptions to APEO. APEO President may submit revised job descriptions from employees to HR for discussion and review during labor management discussions.
- 7.01.5. The Organization's President shall appoint a representative who will be provided the opportunity to participate in the District process, including voting on the proposal(s) to be taken to the Board, for developing the annual school calendar prior to adoption by the school board

## **ARTICLE 8. HOURS OF WORK**

### **Section 8.01 Regular Work Hours**

- 8.01.1. The typical work year for Para-educators shall be equal to the student days per the District calendar plus one (1) day. Hours which total more than forty (40) hours per week shall be compensated at the rate of 1 1/2 times the employee's hourly rate, except for Sunday or Holiday work, which shall be compensated for at the rate of double time.
- 8.01.2. Half Days: If students are scheduled for less than a full-day of school, para-educators will be entitled to a full-day of work and pay.
- 8.01.3. Regular employees who work a shift regularly filled by a secretary will be compensated at the first step of the secretary schedule if the employee's regular wage is below the first step of the secretary schedule. If the employees regular wage is higher than the first step of the Secretary schedule, he/she will be compensated at their regular rate of pay plus fifteen (15%) percent.
- 8.01.4. All Para-Educators working over five (5) hours per day shall receive a thirty (30) minute uninterrupted lunch period on the employee's time or as mutually agreed. Each employee shall be entitled to a ten (10) minute rest period within each four hours of work. The rest period cannot occur at the beginning of the shift and must be allowed no later than the end of the third hour of the shift. An employee with an eight-hour shift will be entitled to two (2) rest periods.
- 8.01.5. Principals will provide a schedule of expected breaks and lunches to employees and Human Resources no later than Oct. 15. HR will provide schedule to APEO President. Any new hires during the school year *will receive* a work schedule within the first 30 days of employment.
- 8.01.6. Any employee scheduled on a regular basis throughout the 180-day school year shall be considered a regular employee unless student contact days are changed. Employees filling positions as "temporary" or "student specific" shall be considered a "regular" employee.
- 8.01.7. Employees who work at more than one work site will be provided time within their normal work hours to affect such travel. If this is not possible, the employee will be paid for the actual required travel time which falls outside their workday.
- 8.01.8. Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and the 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 consistent with Section 8.1.
- 8.01.9. Grant dependent additional hours added to a current Para Educator after the beginning of the school year will end when the grant funding for the hours end.
- 8.01.10. The District will provide each employee with twenty-eight (28) optional hours prorated on 1440 hours per year. Employees may share Optional Hours with other paras by notifying HR on the appropriate form prior to receiving employee utilizing time (*similar to Leave Sharing*). Deadline to submit intent to Share Optional Hours is April 30.

The above optional hours are provided so that employees may participate in work-related activities such as staff meetings, site councils, in-service, workshops, and committees, etc. The activities will be mutually determined between the employee and his/her immediate supervisor. If agreement on the employee's participation in the above-mentioned activities cannot be reached with the immediate supervisor, the employee may bring the matter to the Superintendent for resolution.

Para-Librarians – Each para-librarian shall receive an additional 35 optional hours to address library oversight responsibilities. Para-librarians will not be regularly scheduled for supervision outside the library. These hours are available only to the designated individuals and cannot be shared.

- 8.01.11. The District may provide access to instructional devices for Para Educators to enhance student learning. All requests will be made to the building principal. Employees are not liable for theft or damage.

#### **Section 8.02 Communication - Substituting**

- 8.02.1. Employees assigned to substitute for another Para-Educator shall receive their (the subbing employee's) regular wage for the hours worked as a substitute.
- 8.02.2. When a paraprofessional is assigned to a certificate substitute position, the employee will be paid the greater of \$3.00 more per hour for 7 hours a day at their current rate of pay or paid per AEA section 7.14.2 whichever is greater.
- 8.02.3. If an employee works 1, 2 or 3 periods they will be paid the greater of \$3.00 more per hour or compensated at half-day (3.5 hours) of certificated substitute pay.
- 8.02.4. When changes to a paraeducator's room use becomes necessary, the Supervisor will provide advance notice of a minimum of one workday for change in room usage.

#### **ARTICLE 9. EMPLOYEE PROTECTION/RATIOS**

- 9.01.1. The District will provide for the supervision of students on playgrounds and in lunchrooms by efficient scheduling of Organization members and other district employees. Questions relating to health and safety should be referred to the building Safety Committee for action. No para-educator will be the sole employee scheduled to supervise more than 40 students at any given time, exclusive of 1:1 paraeducators.
- 9.01.2. In the event that additional supervision is needed because the ratio is not being met, the affected paraeducator/s will alert building administration of the need for additional adult supervision; it is the responsibility of the building administrator to provide additional employee supervision in a timely manner. No paraeducator will be required to take time away from their supervision duties to coordinate additional supervision of students
- All paraeducators who are supervising/escorting students outside their assigned classroom shall have access to a walkie-talkie/radio/communication device in good working condition that has a sufficient range to contact the school office. The building principal/supervisor will ensure there is a designated person in the office to receive walkie-talkie communications and respond at all times.
- 9.01.3. The District will provide one and if needed additional portable telecommunications devices per building for outside supervision.
- 9.01.4. The Employer will provide an emergency "Medical Pack" for each Para-Educator with outside supervision that shall include, but not be limited to, the following: one (1) pair rubber gloves, one (1) plastic bag, one (1) compress, Kleenex tissues, bee sting "sooth-a-sting", Band-Aids in assorted sizes, sterile wipes, and a whistle.
- 9.01.5. The Board agrees to provide insurance which shall hold employees harmless and defend them from any financial loss to the limits described below, including reasonable attorney's fees for actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or failure to act by such employee, within or without the school building, provided such employee at the time of the act or omission complained of, was acting in good faith within the scope of his/her employment or under the direction of the Board, and has not been guilty of gross negligence or an intentional tort in such act or failure to act. The Anacortes School District will provide its' employees the following insurance with regard to the above matters:
- Personal injury liability in the amount of \$100,000 per individual and \$300,000 per occurrence.
  - Personal property damage liability in the amount of \$300,000.
  - Replacement of any clothing or other personal property damaged, destroyed, or stolen while engaged in the maintenance of order, discipline and protection of school personnel, students, or property during the course of their employment up to the amount of \$500, with \$10.00 deductible.
  - The District will provide additional insurance for employees which maintains 100% of the employee's pay for up to one (1) year post-injury due to student action.
- 9.01.6. Unsafe or hazardous working conditions shall immediately be reported to the employee's immediate supervisor. Documentation of para injury will be cc'd to APEO president.
- 9.01.7. Employees may use reasonable measures with a student, patron, or other person as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse, or injury, or to prevent damage to District property.
- 9.01.8. No employee shall be requested or required to dispense or administer medication unless in

accordance with most recently updated District policy. The Principal or designee in each school will review applicable policies and procedures with any Para-Educator required to dispense medication in each individual case.

- 9.01.9. As a normal District practice, employees will not be required to enter or remain alone in a building.
- 9.01.10. Employees may assist in the search process, but will not be required to search a student, a student's property, or a student's locker.
- 9.01.11. Employees who suffer assault due to actions of students will be entitled to go home for the remainder of the day. Principals may grant up to 2 additional days of leave with no deduction of sick leave and no deduction of pay. Employees will be provided with Employee Assistance Program information.

## **9.02 Employee Safety**

- 9.02.1. Any case of threat, harassment, assault or physical harm caused by a student arising out of an employment related situation upon an employee shall be promptly reported to the District. The District shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. The District shall report, in writing to the employee, what specific actions were taken, so the District can readily address such concerns, including appropriate support to the employee.
- 9.02.2. The District will ensure that employees who have a direct role with the students with a safety plan are provided with the appropriate information to ensure the safety plans are executed and the student's educational needs are met.
- 9.02.3. Employees have the right to work in a safe and respectful work environment free from threats or harassment. If an employee is subjected to behavior that is threatening or harassing, the employee shall notify the appropriate administrator who shall provide prompt attention and response.
- 9.02.4. The District will provide support to employees who are threatened, harassed or injured by a student, parent, co-worker, or administrator. The administrator receiving the request for assistance shall follow up with the employee the next day as to the actions that were taken to mitigate the situation. The District shall also report, in writing to the employee within five (5) working days, what actions were taken and/or what future actions are planned.

## **ARTICLE 10. HOLIDAYS**

- 10.01.1. If one of the designated holidays falls on a Saturday or Sunday, or if school is in session on any of these holidays, the employee will receive pay for that day.

- 10.01.2. Elementary and secondary Para-Educators are entitled to eleven (11) paid holidays, as follows:

Labor Day	1 day	Christmas	1 day
Veterans Day	1 day	New Years Day	1 day
Thanksgiving	2 days	Martin Luther King Day	1 day
Christmas Eve	1 day	Presidents Day	1 day
Friday of Spring Break	1 day	Memorial Day	1 day

If the work year for members, set by the District, extends through Juneteenth these employees will receive the Juneteenth as a paid holiday(s).

Para-Educators who work twelve (12) months shall be entitled to the same summer holidays as regular twelve (12) month employees.

- 10.01.3. If an employee agrees to work on any of the above listed holidays, he/she shall receive time and one half pay for the same, in addition to the holiday pay.

## **ARTICLE 11. LEAVES**

The District will follow all state and federal guidelines regarding leaves for public employees in addition to the stipulations described within this Agreement. Employees should reference FMLA and PFMLA and ADA for further details.

### **Section 11.01 Sick Leave**

- 11.01.1. Sick leave shall be granted to APEO members at the rate of twelve (12) days per year with accumulation up to one hundred eighty (180) days or the number of days worked in the employee's work year, whichever is greater. Said leave shall be granted with no deduction in salary. Employees shall be entitled to use sick leave to care for a sick family member in accordance with



the WA Family Care Act. The use of sick leave, pursuant to the term "emergency" in RCW 28A.58.100 shall be granted in the event of illness or injury of a member of the employee's immediate family, when the presence of the employee is required. Accumulated sick leave shall be transferable into the District from any other school district in the State of Washington.

- 11.01.2. Individuals on sick leave must notify their supervisor at least twelve (12) hours prior to their usual starting time regarding their plans for returning to work.

### **Section 11.02 Leave Sharing**

- 11.02.1. Employees may donate sick leave to another employee subject to the following:

- The donating employee must have an accrued sick leave balance of more than twenty-two (22) days.
- The donating employee cannot request a transfer which would result in his or her sick leave account going below twenty-two (22) days.
- To qualify for days under this provision a receiving employee must comply with the following conditions:
  1. he/she must suffer from, or have a relative or household member suffering from, an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature, and which has caused, or is likely to cause the employee to either go on leave without pay or to terminate employment;
  2. the Superintendent/designee determines that the receiving employee's absence and the use of the shared leave are justified;
  3. the receiving employee has depleted, or will shortly deplete, his/her sick leave and all other available leaves including personal days; and,
  4. the receiving employee has diligently pursued and been found to be ineligible for worker's compensation benefits.
- The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. However, an employee shall not receive a total of more days than constitute his/her regular work year.
- An employee who receives leave under this section will retain his/her status as a District employee.
- Donating employees will complete a form titled "Transfer of Sick Leave" and submit the form to the District.

### **Section 11.03 Sick Leave Buyback**

- 11.03.1. The District will provide sick leave buyback as consistent with statutory provisions. RCW 28A.400.210 Employee attendance incentive program - Remuneration or benefit plan for unused sick leave. Every school District board of directors may, in accordance with chapters 41.56 and 41.59 RCW, establish an attendance incentive program for all certificated and noncertificated employees in the following manner:

- Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day of monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can request a cash-out of their unused sick leave days to be paid in February of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.
- Except as provided in RCW 28A.400.212, at the time of separation from school District employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

- 11.03.2. VEBA: APEO retiring members may have his/her sick leave buyout payments remitted directly to a sick leave conversion program selected by APEO. Such program will provide reimbursement of medical, dental and vision expenses, if the employee completes the enrollment form and signs hold harmless provision. Any retiring APEO employee participating in the sick leave conversion program shall hold the District and APEO harmless should the IRS find that the District or the employee is in debt to the United States government for not paying income taxes due on any amounts or as a result of the District not withholding or deduction any tax, assessment, or other payment on such funds as required by federal law. Neither the District nor the Association makes any representations or warranties with respect to the tax consequences of the program not to the ability of the program sponsor or insurer to fulfill its obligations under the program.

### **Section 11.04 Labor and Industry**

- 11.04.1. When an employee is eligible for benefits from the Department of Labor and Industries' Industrial Insurance Program, the District will prorate the employee's sick leave compensation to supplement industrial insurance so that both combined will equal the employee's regular salary. This shall begin as of the first day of absence from work.

#### **Section 11.05 Maternity Leave**

- 11.05.1. The District will follow state and federal laws pertaining to Family Leave.
- 11.05.2. Maternity Leave: An employee who becomes pregnant is requested to inform the District of a need for leave as early as possible. Maternity disability leave shall commence and terminate at the discretion of the employee and her personal physician and shall be in accordance with state law including use of all available leave such as shared leave, sick leave and other applicable family leave. Within thirty (30) calendar days after childbirth, the employee shall meet with Human Resources and agree upon a specific date for return to work. Disagreements as to return date shall be submitted to the Secretary of the Human Rights Commission and a mutually agreed upon M.D. Employees on maternity leave shall be granted their accumulated leave under the provisions of the District's sick leave policy.
- 11.05.3. Shared leave may be utilized for pregnancy disability and/or parental bonding. Employees may retain up to 40 hours of accrued sick leave while accessing shared leave benefits.
- 11.05.4. Employees returning from maternity leave shall be placed in their former position or a similar position in the District. (WAC 162-30-020.) Commencing January 1, 2020, employees, and/or their spouses may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this program are established by the State. Information on this program is available through Human Resources.
- 11.05.5. If both parents work for the District, the District extends up to 12 weeks of leave to each employee. A parent is defined as anyone who becomes the responsible legal party of a child up to the age of 18.

#### **Section 11.06 Adoption**

- 11.06.1. Adoption: For the purpose of adoption leave, the employee's available sick leave may be accessed for compensation. Additional unpaid leave may be accessed in accordance with the Washington Family Leave Act and the Washington State Human Rights Commission regulations (WAC 162-30-020).

#### **Section 11.07 Bereavement Leave**

- 11.07.1. Bereavement: Up to five (5) working days bereavement leave will be granted in event of death in the immediate family. For this purpose, the immediate family is defined to include mother, father, stepfather, stepmother, sister, brother, husband, wife, son, daughter, stepchildren, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepbrother or sister, or grandparent; or any person living in the immediate household and up to one day for funerals of other relatives or close friends. Two (2) Additional working days may be granted if it necessitates extended travel out of state, as determined by the Superintendent or designee.

#### **Section 11.08 Jury Duty**

- 11.08.1. Jury Duty: Upon receipt of a jury summons or a subpoena, the employee will immediately notify his/her administrator and the Human Resources Department. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service or of witness service. In the event an employee is selected on a jury, the District agrees to provide jury leave at regular pay with a deduction for jury pay for a period not to exceed fourteen (14) workdays.

#### **Section 11.09 Annual Leave**

- 11.09.1. Annual Leave: Six (6) days leave, accumulative to seven (7) days, shall be granted an employee for personal, business, legal, or religious reasons, provided, no more than two Para-Educators shall be granted such leave in any one (1) day within a single building. In addition, at least forty-eight (48) hours advance notice of request for such leave must be given to the District if possible. These six (6) days of leave shall be provided by the District at the employee's per diem and shall be based on the hours/day at which annual leave is earned. Annual leave may be cashed out at the hourly rate paid the Para-Educator. This cash out will appear on the July pay warrant.

#### **Section 11.10 Military Leave**

- 11.10.1. Military Leave: Every employee who is a member of the armed services, including the National Guard and the Reserves, shall be entitled to a maximum of fifteen (15) days military leave per calendar year without loss of pay or accumulated sick leave, if ordered to duty by the military (RCW 38.40.060).

### **Section 11.11 Organization Leave**

- 11.11.1. The District shall grant sixty (60) hours of leave with pay to the Organization for the conduct of Organization business. In the case that an APEO member is also a WEA Regional Representative, the District shall grant one hundred (100) hours of leave with pay for the purpose of conducting WEA Regional business.
- 11.11.2. Additional hours may be granted by the Superintendent or designee upon receipt of written reasons from the Association President.
- 11.11.3. No more than six (6) employees will be allowed said leave on any one instructional school day.
- 11.11.4. If substitutes are necessary, the Organization shall reimburse the District for the cost of providing substitute employees. The President of the Organization shall notify the Superintendent or his/her designee of the use of such hours at least twenty-four (24) hours in advance.
- 11.11.5. A substitute may be hired for any absence where work must be performed on that shift.
- 11.11.6. Any employee on unpaid leave may continue to participate in the District's insurance programs at their own expense.

### **Section 11.12 Leave of Absence**

- 11.12.1. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year. Additional leave up to one year may be granted upon request and/or review of circumstances pertinent to the requested extension.
- 11.12.2. The returning employee will be assigned to the same position upon return provided the position exists or to a similar position should the original position no longer exist.
- 11.12.3. An employee on Leave of Absence will not be exempt from Reduction in Force (Article V – Layoff and Recall).
- 11.12.4. The employee will retain accrued sick leave, vacation pay, and seniority rights while on leave of absence. However, vacation pay and seniority shall not accrue while the employee is on leave of absence.

### **Section 11.13 Paid Family Medical Leave**

- 11.13.1. Employee and the employer will pay the state administered PFML insurance premium. When the District becomes aware that an employee is eligible for paid family and medical leave through the Employment Security Division, the employee will be notified by the District who will assist the employee with the application process. Employees will be granted the flexibility to utilize the numerous types of leave in a series that best meets the employee's needs. Employees per statute cannot be compelled to exhaust sick or personal leave before utilizing PFML insurance benefits. Non-workdays/weeks (i.e. summer, winter break, etc.) will not be counted as part of the twelve-week (60 days) benefit period. Accrued sick leave or personal leave may be used to supplement PFML so that both combined will equal the employee's regular salary upon the employee's request.

### **Section 11.14 Unpaid Leave of Absence: Short Term**

- 11.14.1. An employee may be granted up to three (3) days per year of unpaid leave by the Director of Human Resources or designee for personal reasons not covered by other provisions in this Agreement and when all other leave options have been exhausted. Such leave shall not accumulate from year to year. Consideration will be given for requests in excess of three (3) days in a year for individual extenuating circumstances. When requests for unpaid leave have been denied, unexcused absences from work will subject the employee to disciplinary action.

## **ARTICLE 12. LONGEVITY PAY**

- 12.01.1. In recognition of continuing employment and service to the District, all permanent Para-Educators shall be entitled to be paid for five (5) days of longevity time per year. One additional day per year shall be paid for after five (5) years up to a maximum of twenty-two (22) days after twenty-two (22) years. Longevity pay is pro-rated to the number of hours worked.
- 12.01.2. Any Para-Educators who works twelve (12) months shall be entitled to be paid as follows:
  - After one (1) year - ten (10) days.
  - After five (5) years - add one (1) day per year for each of the next twelve (12) years to a total of twenty-two (22) days.
- 12.01.3. After service of one-half (1/2) year or more within one (1) year, any Para-Educator shall be allowed to be paid for longevity on the basis of their days as earned in section 12.2 multiplied by their hours per day and that sum multiplied by their hourly rate. The sum of this calculation minus any time taken as days per section 12.4 during the year will be included with the July pay warrant. An

employee leaving mid-year will receive longevity pay with their termination check provided that proper notice has been given.

- 12.01.4. The parties understand that the term "longevity" as utilized in this Article is additional paid time. However, in unique situations, such as for medical related absences and with prior written approval by the Superintendent/Designee, said longevity time during the school year may be authorized and taken by the employee only after depleting all other available leaves. The decision of the Superintendent/Designee is final and binding and not subject to the grievance procedures.

### **ARTICLE 13. SENIORITY**

- 13.01.1. The seniority of an employee in the Organization shall be established retroactive to the first date of continuous employment when an employee has completed his/her probationary period.
- 13.01.2. Employees hired on the same date will draw lots to determine the senior employee.
- 13.01.3. Seniority shall be lost for the following reasons:
- resignation
  - termination of employment by the District
  - change in bargaining unit within the District
- 13.01.4. Seniority will prevail in the event of reduction of staff unless the use of seniority would cause an unqualified employee to be assigned to an available position.
- 13.01.5. Senior employees who apply for posted positions, if qualified, shall be given a ten (10) day trial period to perform the duties of the posted position. If the senior employee who was selected does not satisfactorily perform the duties of said position, based upon written evaluation consistent with the evaluation criteria for Para-Educators, he/she shall be returned to a position equivalent to the one he/she held prior to the trial period without any loss of seniority. Provided, however, that within the first ten (10) days of the trial period, the employee may elect to return to his/her former position without any loss of seniority.
- 13.01.6. Part-time employees, where qualified, shall be given preference for additional work.
- 13.01.7. A temporary employee hired to fill a temporary need during the current school year will be granted seniority date if such employee is subsequently hired to a regular position. The seniority of such employee will be established from the employee's hire date as a temporary employee, provided that the employee has worked not less than ninety-one (91) days in a school year without a break in employment of more than one school year.

### **ARTICLE 14. PROBATIONARY PERIOD**

- 14.01.1. Each new hire shall remain in a probationary status for a period of not more than ninety calendar (90) days following the date of hire by the Board of Directors. The employee shall receive an evaluation (in the presence of his/her supervisor) after sixty calendar (60) days of probation in the same position. Those hired after Spring Break will receive a year-end evaluation only. During the probationary period, the District may discharge such employee at its discretion. Upon written request of the employee, the District will provide written reasons for the probationary discharge.
- 14.01.2. When the school year ends before an employee's probationary period ends, the balance of the probation will occur the following school year.
- 14.01.3. Upon completion of the probationary period, the employee will be subject to all rights, benefits and duties contained in this agreement, retroactive to his/her date of hire by the District.

### **ARTICLE 15. ASSIGNMENT, VACANCY, TRANSFER**

#### **Section 15.01 Notification of Re-hire**

- 15.01.1. In the event of a layoff, the District shall first lay off the least senior employees. In no case shall a new employee be employed by the District while there are laid-off employees who are qualified for vacant or newly created positions listed on the re-employment list as set forth in section 5.2 of this provision. Should the District decide to lay off employees, the District will notify the Organization as well as the affected employees in writing no later than June 1.
- 15.01.2. The District shall notify members of the Organization of intent to re-hire for the next school year at least two (2) weeks prior to the last working day of the current school year.

#### **Section 15.02 Openings**

- 15.02.1. When a position is open, or in the instance of a creation of a new position, or should an existing position become vacant due to retirement, resignation, termination, or death of an employee, notice of the opening and qualifications necessary shall be publicized as soon as possible as determined by Section 15.3.1 through 15.3.3 whichever is applicable:

- Notice of the opening shall be publicized as soon as possible and posted internally for three (3) business days. If there are no internal candidates/applicants after 3 business days the vacancy will be open to all qualified candidates internally and externally for an additional 7 days. However, if an opening occurs after April 30th the District may fill the position with a substitute for the remainder of the school year. If qualified, the substitute will be offered the position in accordance with the terms of Section 13.1 of this agreement
- In the situation the District needs to hire an interim Para-Educator for the purpose of student evaluation/assessment and trial periods, the District may hire a Para-Educator for up to thirty (30) school days. No later than the conclusion of the thirty (30) school days, the District will determine whether continuing hours will be posted and/or determine the length of service needed. In the event the District decides to post a position, it shall have ten (10) calendar days to post the position and ten (10) calendar days to fill the position.
- Based on District need, up to two (2) hours of time may be added to the workday of an employee with mutual agreement between the employee and the District without creating a posting even if there are Para-Educators still awaiting recall.
- In the event that there are Para-Educators currently on layoff status then the procedures outlined in Section 5.6 would apply.

### **Section 15.03 Transfer**

- 15.03.1. A transfer is defined as the moving of any employee from an assignment to which he/she was assigned prior to the beginning of the school year in the following situations: 1) the moving of an employee from one building to another, or 2) the reassignment of an employee to a medically fragile student or medically fragile students.
- 15.03.2. When a student program is not an issue and whenever possible, the staff being transferred will be given 10 days written notice of a reassignment and the reason or reasons for the transfer.
- 15.03.3. Within the context of Section 3.1, the District may transfer qualified employees from one location or program or assignment to another in order to maintain the efficiency of the District operation.
- 15.03.4. Except when it is imperative to assign employees to address specific needs of a medically fragile student (or students) or program needs (e.g., Title I), the District shall seek qualified volunteers from within the bargaining unit prior to making staffing transfers. No involuntary transfers shall be made if there is a qualified staff member available who is willing to fill said assignment. If two or more equally qualified employees are willing to transfer to a given assignment, the determination of the employee selected will be based on the greatest seniority standing.
- 15.03.5. In the event that there is not an imperative situation and there are no staff members who agree to transfer, the District will involuntarily transfer an employee. The transfer will be based upon bargaining unit seniority with the least senior employee meeting the qualifications for the assignment being involuntarily transferred.
- 15.03.6. Meeting and Appeal: - An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor. In the event that an employee objects to the transfer at this meeting and upon request of the employee, the Superintendent shall meet with him/her. The employee can, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent is final and will not be subject to the Grievance Procedure, with the exception of claims of procedural violations of this Article.

### **ARTICLE 16. TRANSFER OF PREVIOUS EXPERIENCE**

- 16.01.1. Any new hire who was employed as a paraeducator, or certificated employee by any school District in the United States, United States military bases, and United States territories will be given experience credits in the District. The employee is responsible to provide the District with proof of past experience within 90 ninety days of hire before experience credits may be applied.
- 16.01.2. New employees may transfer their longevity from other school Districts in Washington State and will be granted the same longevity for purposes of determining salary placement, leave benefits and other benefits as a person in the Anacortes School District who has similar occupational status and total years of service.
- 16.01.3. The experience credit so transferred shall be applicable to all benefits herein except seniority provisions of Article XIII.

### **ARTICLE 17. RETIREMENT/RESIGNATION**

- 17.01.1. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Retirement System, the District shall report time worked and wages earned in accordance with regulations established by the Department of Retirement Systems.

### **ARTICLE 18. INSURANCE – SCHOOL EMPLOYEES BENEFIT BOARD (SEBB) PROGRAM**

## **Section 18.01 Insurance**

- 18.01.1. The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.
- a. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. The District will provide benefits to employees through SEBB, to include but not be limited to:
    - i. Basic Life and accidental death and dismemberment insurance (AD&D)
    - ii. Basic Long-term Disability
    - iii. Vision
    - iv. Dental including orthodontia
    - v. Medical Plan
  - b. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

## **Section 18.02 Eligibility**

- 18.02.1. Eligibility: All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective. All compensated hours in any position within the District shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage. Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits.

## **Section 18.03 Enrollment**

- 18.03.1. Benefit Enrollment and Continuity of Coverage: In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

## **Section 18.04 Leaves**

- 18.04.1. Leaves: Paid leave hours shall count towards eligibility for benefits under this section. Employees on unpaid leave will retain their employee/employer relationship. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

## **Section 18.05 Benefit Termination**

- 18.05.1. Benefit Termination: Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment. When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation date. Absent a waiver, the separation date will be August 31.

### **Section 18.06 Legislative Changes and Openers**

- 18.06.1. Legislative Changes and Reopeners: If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes.

### **Section 18.07 VEBA**

- 18.07.1. VEBA: The District will contribute \$50.00 per month into an account for each employee who completes the necessary paperwork to enroll in the Voluntary Employees' Beneficiary Association (VEBA).

## **ARTICLE 19. DISCIPLINE AND DISCHARGE**

- 19.01.1. The District may discharge or discipline any employee subject to this agreement for justifiable cause.
- 19.01.2. The issue of justifiable cause shall be resolved in accordance with the grievance procedure.
- 19.01.3. The District agrees to follow a progressive discipline policy unless the severity or nature of the employee behavior warrants more serious and immediate actions. The progressive steps shall normally be as follows: 1) Oral warning; 2) Written warning; 3) Suspension; 4) Discharge.
- An employee may be placed on administrative leave during a disciplinary investigation or pending discharge.
- 19.01.4. If the District has reason to discipline an employee, the employee shall have the right to a representative of their choice. Any discipline shall be subject to the grievance procedure set forth herein.
- 19.01.5. Employee must be notified within 20 District business days of occurrence.

## **ARTICLE 20. GRIEVANCE PROCEDURE**

- 20.01.1. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances, or these procedures shall not interfere with regular duties.
- 20.01.2. Time limits provided in this procedure may be extended only by mutual written agreement.
- 20.01.3. All days referred to below shall be defined as District business days

### **Section 20.02 Grievance Steps**

- 20.02.1. The employee shall first discuss or email the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an A.P.E.O. representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) District business days of the occurrence of the grievance shall be invalid and subject to no further processing.
- 20.02.2. If the grievance is not resolved after ten (10) District business days of submission of the grievance to the supervisor as per Section 20.2.1 to the employee's satisfaction in accordance with the preceding sub-section, the employee shall reduce to writing a statement of the grievance, containing the following:
- The facts on which the grievance is based;
  - Reference to the provisions in this agreement which have been allegedly violated;
  - The remedy sought.
- 20.02.3. Within ten (10) District business days after meeting with the immediate supervisor, the employee shall submit the written statement of grievance to his/her supervisor for consideration and shall submit a copy to the Superintendent. The parties will have ten (10) District business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.
- 20.02.4. If no settlement has been reached within ten (10) District business days of the submission of the grievance to his/her supervisor and Superintendent, and the A.P.E.O. believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) District business days to the District Board of Directors. After such submission, the parties will have thirty (30) District business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance and signing it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance.

- 20.02.5. At any appearance before the Board of Directors, the employee may be accompanied by an A.P.E.O. representative or designee.
- 20.02.6. If no settlement has been reached within the thirty (30) District business days referred to in Section 20.2.4 and the A.P.E.O. believes the grievance to be valid, the employee may demand arbitration of the grievance. The A.P.E.O. and the District shall attempt to agree on an arbitrator. If agreement is not achieved, then a list of arbitrators shall be requested from the American Arbitration Association (AAA), or the Federal Mediation and Conciliation Service (FMCS). Such request shall state the general nature of the case and shall be processed in accordance with the current AAA rules. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person who remains shall be the arbitrator.

### **Section 20.03 Arbitrator**

- 20.03.1. The arbitrator shall not have the authority to add or to subtract from the terms of this Agreement. Contentions not made and relief not requested will not be considered by the District or the arbitrator. The arbitrator's decision shall be final and binding on all parties.
- 20.03.2. Each party shall bear one-half of the fee of the arbitrator and any other expenses jointly incurred by mutual agreement incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.
- 20.03.3. The Organization will be notified by the District of a grievance by an employee in the bargaining unit. The Organization is entitled to have an observer at any meeting conducted by District officials regarding matters arising out of a grievance and to make known the Organization's views concerning the case.

## **ARTICLE 21. PERFORMANCE EVALUATION**

- 21.01.1. A typed written performance evaluation form shall be completed by the building principal or program administrator and discussed with the Para-Educator on or before June first of each school year due no later than the last 10 days before school ends. A written mid-year evaluation will be completed and received by employee no later than January 31 and no earlier than October 15 of the current school year.
- 21.01.2. The completed performance evaluation form will be provided the Para-Educator at least one (1) day before a conference to discuss said report.
- 21.01.3. Each employee will have the opportunity to attach comments to his/her evaluation.
- 21.01.4. In the event of a poor evaluation or poor performance noted with evidence which could lead to negative evaluation, a Plan of Improvement will be initiated by the supervisor in collaboration with the Association. The employee will have no less than 60 calendar days for which to show improvement prior to the completion of a summative evaluation.

## **ARTICLE 22. SALARIES, PAYROLL & PAY STUBS**

- 22.01.1. Salaries for employees subject to this agreement are contained in the Salary Schedule attached hereto and by this reference incorporated herein.
- 22.01.2. Retroactive pay, when agreed, shall be paid on the first regular payday following execution of this agreement.
- 22.01.3. Salary schedules shall be subject to review and consideration at least sixty (60) days prior to the end of the fiscal year.
- 22.01.4. The District shall deduct medical insurance payments, salary insurance payments, Union, United Way, Credit Union, and Annuity contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the designated organization. Payroll deduction authorization cards shall be submitted to the District for those employees who wish to participate, showing the amounts to be deducted.
- 22.01.5. The District agrees to provide to and review with the A.P.E.O. the new salary schedule with appropriate rationale.
- 22.01.6. In the event of a mistake in payment resulting in underpayment or overpayment of more than two months, corrections shall be made over the same period that the underpayment/overpayment was made. Repayments of any payroll errors must be completed by August 31 of the current school year.
- 22.01.7. Within the first two (2) months of school, the District will provide a comprehensive training to all paraeducators on how to access and understand their paychecks. The training will include:
  - a) An overview of the paycheck format including visual examples



- b) A breakdown of base pay, overtime, additional duty pay and deductions
- c) Explanation of commonly used accounting codes
- d) Explanation of how pay is distributed over 12 months
- e) Opportunities for paraeducators to pose questions
- f) Instructions on how to print pay stubs using the current software program

22.01.8. Salary Step Increase: Employee must work at least ninety-one (91) days (50%) during the school year to earn a step increase on the salary schedule.

#### **ARTICLE 23. IN DISTRICT TRAVEL**

- 23.01.1. The District will pay the current IRS mileage rate to classified employees specifically assigned to travel within the District and/or travel between schools for specified assignments.
- 23.01.2. Such assignments will be specified at the beginning of the school year whenever possible and the individuals concerned will be so notified. All travel will be authorized in advance by the District. Claims for reimbursement will be paid by the next pay warrant period provided the payroll cut-off date has been met.
- 23.01.3. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures incurred, as provided by board policy.

#### **ARTICLE 24. TRAINING**

- 24.01.1. The District and Association shall establish a joint staff development and training committee for the 2022-2023 school year with administration and one (1) Association representatives from primary, intermediate, and high school levels to explore training options and opportunities. The committee will meet annually to determine the need for specific training appropriate to the duties and responsibilities of APEO positions. The District will provide the trainings identified by the committee in a timely manner.
- 24.01.2. Trainings and in-service offers will be announced prior to a scheduled training or in-service. Attendance at District sponsored in service is mandatory when scheduled within the contracted calendar. Training may include, but not be limited to, the following or combinations of the following professional development activities:
  - O.S.H.A. approved training in the handling and disposal of hazardous materials, needles and bodily fluids.
  - Proper lifting techniques, first aid, CPR, anger management, student safety and restraint behavior modification, playground safety, etc.
  - Office procedures and technology use.
  - Training related to medically fragile students as determined by specific student needs, medication disbursement, HIV/Aids, etc.
  - Safe Schools Training
- 24.01.3. Staff will be compensated for training required by the District if training activities are conducted outside normal working hours. Expenses incurred for transportation and/or training course fees and tuition will be paid by the District. The District will offer or direct employees to an offering of CPR/ first aid training during the first 6 weeks of employment. Right Response training will be offered to paraeducators assigned to special education assignments at least two (2) times a year. All other paraprofessionals not assigned to special education assignments shall be offered appropriate and comprehensive de-escalation training pending pre-approval by the building administrator and Director of Human Resources two (2) times a year.
- 24.01.4. Medically fragile students shall be defined by appropriate WAC definition. Whenever possible, the District will provide APEO staff the necessary and required training specific for the medically fragile student prior to position assignment but not less than one week following assignment.
- 24.01.5. The District nurse may coordinate the necessary and required training for A.P.E.O. staff.
- 24.01.6. Grief counseling will be provided at District expense for respective A.P.E.O. staff in the event of severe deterioration or death of a medically fragile student.
- 24.01.7. The District will encourage APEO staff development in District authorized A.P.E.O. staff development programs by:
  - Paying of required registration fee(s), if offered outside the District;
  - Allowing participation to be voluntary for out of district training;
  - Assuring that each APEO member has the opportunity to participate in at least one in service program per year
- 24.01.8. In accordance with HB 1115 and SB 6399 and with funding allocated by the Washington State Legislature, the District will provide the state specific number of hours of professional development consistent with the learning targets of the Fundamental Course of Study (FCS) and general

certificates to instructional paraprofessionals as defined by the Professional Educators Standards Board. The cost of General Certificate application fees will be paid in full by the District. Should the State eliminate, change, or modify the expectations of the Fundamental Course of Study and the General Certificate, the two parties shall meet to negotiate the impacts of those changes or determine alternative training provisions.

- 24.01.9. The District will provide paid time and access each year to facilitate completion of Fundamental Course of Study (FCS) as required by state policy. Paras who have completed FCS prior to the start of the current school year will receive an equivalent amount of paid time each school year for clock hours towards certifications as defined by OSPI.

#### **ARTICLE 25. DURATION**

- 25.01.1. The term of this agreement shall be September 1, 2023, August 31, 2025.
- 25.01.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date.
- 25.01.3. All other terms of this Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
- 25.01.4. In the event of a double levy failure, this contract may be opened at the discretion of either party.
- 25.01.5. Any increases funded by the legislature intended for salary whether titled COLA IPD or some other title and designated for any member of the unit will be passed on directly to all members of the bargaining unit.

#### **ARTICLE 26. SALARY SCHEDULE**

- 26.01.1. Payroll checks shall be deposited to the employee's bank account on the last business day of each month. The employee salary will be dispersed on a twelve (12) month basis.
- 26.01.2. 2023-2024- \$1,000 and 2024-2025 - \$1,500 annual stipend for bodily fluids. Any paraeducator employee who may be in contact with student bodily fluids because of their regular work assignment shall receive this stipend. Bodily fluids include, but are not limited to, blood, urine, and feces. This includes employees who are responsible for diaper changes, tube feedings, and any other work which could cause exposure to said fluids. All Health Room Paraeducators and paraeducators assigned to self-contained classrooms and/or medically fragile students shall automatically receive this stipend.
- 26.01.3. \$500 annual stipend for bilingual
- 26.01.4. 2023-2024, IPD + 2% and 2024-2025, IPD + 1.5%

#### **Salary Schedule for 2023-24**

<b>Experience</b>	<b>Hourly Rate</b>
Year 1	\$22.33
Year 2-3	\$23.49
Year 4	\$24.08
Year 5	\$25.40
Year 6-8	\$26.58
Year 9-10	\$28.17
Year 11-13	\$28.73
Year 14+	\$30.73

# ARTICLE 27. EVALUATION FORM

27.01.1. Employee Performance Evaluation form page 1 of 2

## Anacortes School District 103

Employee Performance Evaluation for 202x-202x			
Employee's Name		Position	<input type="checkbox"/> 60-work-days-probationary-evaluation <input type="checkbox"/> 90-work-days-probationary-evaluation <input checked="" type="checkbox"/> Mid-Year-evaluation <input checked="" type="checkbox"/> Annual-evaluation
Institution/Department		Evaluation Period From: To:	Evaluation Date
Performance Factors	Performance Description--comments-and/or-examples		Rating
<b>Quality of Work</b> Competence, accuracy, neatness, thoroughness.			<input type="checkbox"/> Exceeds Expectations <input checked="" type="checkbox"/> Meets Expectations <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>Quantity of Work</b> Use of time, volume of work accomplished, ability to meet schedules, productivity levels.			<input type="checkbox"/> Exceeds Expectations <input checked="" type="checkbox"/> Meets Expectations <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>Job Knowledge</b> Degree of technical knowledge, understanding of job procedures and methods.			<input type="checkbox"/> Exceeds Expectations <input checked="" type="checkbox"/> Meets Expectations <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>Working Relationships</b> Cooperation and ability to work with supervisor, co-workers, students, and clients served.			<input type="checkbox"/> Exceeds Expectations <input checked="" type="checkbox"/> Meets Expectations <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>Leadership Skills</b> Training and directing subordinates, delegation, evaluating subordinates, planning and organizing work, <u>problem-solving decision-making ability</u> , ability to communicate.			<input type="checkbox"/> Exceeds Expectations <input checked="" type="checkbox"/> Meets Expectations <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<b>Optional Factors</b> Examples include communication skills, adaptability, judgment, initiative, problem-solving, etc.			<input type="checkbox"/> Exceeds Expectations <input checked="" type="checkbox"/> Meets Expectations <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
Specific Achievements (Use additional sheets if necessary)			
Performance Goals for the Next Evaluation Period			
Training and Development Suggestions			
Supervisor's Name (Print or Type)	Title	Signature*	Date Rated
Employee's Comments:			

This performance evaluation was discussed with me on the date noted above. I understand that my signature attests only that a personal review session was held with me; it does not necessarily indicate that I agree with the evaluation.			
Employee's Signature		Date Signed	
Supervisor's Comments			
Supervisor Name (Print or Type)	Title	Signature	Date Reviewed

\*Upon completion of all signatures, provide a copy of this review to the employee. Forward original to Personnel file located in Human Resources.