

AGREEMENT

between the

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

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

September 1, 2017- August 31, 2020

Tacoma, Washington

TACOMA SCHOOL DISTRICT #10

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The parties hereto agree as follows:

Section 1. Definitions

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

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- 3 1. **Recognition:** The Board recognizes that the Federation is the exclusive
- 4 representative of all employees in the bargaining unit described in subsection two (2)
- 5 of this section with respect to grievance procedures and collective negotiations on
- 6 personnel matters, including wages, hours and working conditions, which may be
- 7 peculiar to the bargaining unit.
- 8
- 9 2. **Bargaining unit:** The bargaining unit to which this Agreement is applicable is
- 10 composed of all ParaEducators including substitutes employed by the District.
- 11 Bargaining unit substitutes shall include only those who have worked for thirty (30)
- 12 calendar days within the current school year, or 30 calendar days in the immediate
- 13 preceding school year and who continue to be available to work. Substitutes cannot
- 14 combine the days from the two (2) combined school years to reach thirty (30) days.
- 15
- 16 3. **Labor-Management:** At least monthly, or at the written request of the District or the
- 17 Federation, labor-management meetings shall be held to discuss issues of mutual
- 18 interest to the parties; to resolve concerns regarding the interpretation and
- 19 implementation of the collective bargaining agreement and to provide an opportunity
- 20 for the Federation to provide feedback on District operations and direction. The
- 21 principles of interest-based decision-making will be used to organize discussions at
- 22 labor-management meetings. In addition, the Federation President and the Assistant
- 23 Superintendent of Human Resources or designee shall establish a calendar of regular
- 24 meetings, frequency to be mutually agreed to.
- 25
- 26 a. In no event, can agreements reached in labor-management meetings abridge, add
- 27 to, or subtract from the collective bargaining agreement, provided however, that
- 28 such agreements may be made subject to ratification by the Federation and the
- 29 Tacoma School District No. 10 Board of Directors.
- 30
- 31 b. The Federation may include up to four (4) employee representatives, inclusive of
- 32 the President. The Assistant Superintendent for Human Resources and up to two
- 33 (2) additional members shall represent the District. Other resource personnel shall
- 34 be available upon request by either party.
- 35

36 **ARTICLE II**

37 **MANAGEMENT RIGHTS**

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39 **Section 3. Management Rights**

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- 41 1. The right to make reasonable rules and regulations shall be considered acknowledged
- 42 functions of the District. In making rules and regulations related to personnel policies,
- 43 procedures and practices, and matters of working conditions, the District shall give
- 44 due regard and consideration to the rights of the Federation and the employees, and to
- 45 the obligations imposed by this Agreement.
- 46

2. 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 are 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 to take other disciplinary action against employees; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operations are conducted.

ARTICLE III GRIEVANCE PROCEDURES

Section 4. Guidelines

1. A grievance is a claim based upon an alleged violation or misapplication of the provisions of this agreement and/or District policies and procedures.
2. The intent of a grievance procedure is to provide a fair and respectful way to resolve disputes between the Federation and the District. Every effort should be made by both parties to resolve and settle these differences at the lowest possible level.
3. Any reference to "days" in this Article shall be understood to mean work days.
4. Any member of the bargaining unit filing a grievance shall have the right to Federation representation at any and all levels of the proceedings.
5. Any individual involved in grievance proceedings as a grievant, a witness, a representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of his or her reasonable participation in the process.
6. Grievances may be settled at any step, and nothing in this agreement shall preclude an informal settlement, agreed upon by both parties, at any step contained in this process.
7. Timelines within this process shall be strictly adhered to, unless extended by mutual agreement. Extensions to established timelines may be granted by mutual agreement between Human Resources and the Federation not to exceed fifteen (15) days. Such agreement will be documented in writing and needs to be received by timeline/deadline.
8. If the grievance is not filed within forty-five (45) days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.

9. The Federation shall be the sole and exclusive bargaining representative in the processing of all grievances.
10. Any individual within the bargaining unit may file a grievance and carry it through Step II. Pursuing a grievance beyond Step II requires that the Federation assume full and complete control of such an action.
11. A grievance may be filed by the Federation if it is an alleged contract violation. At the Federation's discretion, such grievances may be filed at Level II and processed as if the Federation were an employee. If no employee is named in the grievance, the Federation must provide sufficient information to permit the District to investigate, resolve or adjudicate the grievance.

Section 5. Steps

1. **Level I- Informal:** An employee with a grievance shall discuss the grievance first with his/her immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner.
2. **Level II – Written Informal:** Any dispute or alleged agreement violation shall be submitted in writing, on an Official Grievance Form, to the employee's supervisor. Within ten (10) work days of its receipt, the supervisor shall schedule a meeting with the affected parties within five (5) work days. A representative from Human Resources or designee may attend the meeting at the request of either party. The supervisor shall send the employee and the Federation a written summary of the outcome of the meeting within ten (10) work days of the meeting.
3. **Level III – Formal:** If no resolution has been reached, the aggrieved party is not satisfied with said resolution, or no decision has been made within ten (10) work days of the Level II meeting, the grievance may be submitted to the Assistant Superintendent for Human Resources. Within ten (10) work days of receipt a meeting with the affected parties or a hearing with the Superintendent or designee shall be scheduled. Fifteen (15) work days after the meeting or hearing the District's decision on the disposition of the grievance shall be rendered. Any settlement of the grievance shall be implemented in a timely manner within the technical ability of the District.
4. **Level IV- Alternative Dispute Resolution:** If the Federation is not satisfied with the District's decision they shall have five (5) work days to submit the grievance, along with a written request for Alternative Dispute Resolution (ADR), to the Superintendent. Within five (5) work days of receipt, the Superintendent, or designee, and the Federation shall mutually agree to one of the following, or other mutually acceptable, forms of ADR in an attempt to resolve the matter:
 - a. Settlement between the parties; or

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

5. **Level V- Binding Arbitration:** If no resolution is reached in Level III, the Federation shall have fifteen (15) work days to opt for binding arbitration by informing the Superintendent in writing and requesting a list of at least five (5) arbitrators from the American Arbitration Association or the Public Employment Relations Commission (PERC). Within ten (10) work days of receiving the list, representatives from the Federation and the District shall meet to mutually decide upon an arbitrator.
- a. The arbitrator's findings will be submitted in writing as soon as possible to the Federation and the District, and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
- b. The fees and expenses of the arbitrator shall be shared equally by the Federation and the District. All other incidental costs, such as filing fees or requests for stenographic records, shall be borne by the requesting party. Each party will bear its own costs of arbitration, including attorney fees. Fees that are charged by an arbitrator for cancelling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or postponement, unless the District and Federation mutually agree to other arrangements.
6. Both parties will commit to upholding timelines as stated. The District, in consultation with the Federation, will develop and use an instrument to communicate specific timelines related to the grievance. Failure to meet timelines will result in discussion and action during regularly scheduled labor-management meetings.

ARTICLE IV GENERAL AGREEMENT PROVISIONS

Section 6. Negotiation Procedures

1. The parties shall initiate collective bargaining at least ninety (90) days prior to the expiration date of the Agreement. The Federation and District negotiating teams shall be trained in interest-based negotiations prior to the expiration date of the Agreement and shall decide if such a negotiations process shall be utilized in bargaining the successor agreement.
2. It is agreed that authorized representatives of the Board and the Federation will meet to discuss job classification and wage rates before the annual District budget is adopted.
3. Negotiations shall be conducted at mutually agreeable times. Up to five (5) negotiators for the Federation will be released from school during the school year

without loss of pay when negotiation sessions are scheduled during the student school day.

4. Every effort will be made to complete negotiations by the termination date of this Agreement, except when extended by mutual consent of the parties.
5. Agreements reached between the parties to this Agreement shall become effective only when signed by authorized representatives of the Board and the Federation after ratification.

Section 7. Equitable Treatment

1. Staff shall exhibit mutual respect for one another particularly when students and/or parents are present. The education environment will be a safe and civil workplace for staff and students as outlined in Board Policy 5207.
2. The Tacoma School District and the Tacoma Federation of ParaEducators agree to comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of race, color, national origin, sex or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of 1972, as amended and Chapter 28A. 642 RCW. The District shall not discriminate against any employee in violation of this Agreement and/or, state and federal laws, rules, and/or regulations. The Board agrees that it will not discriminate against employees because of their membership or non-membership in employee organizations.
3. Planning and implementation of staff diversity is the responsibility of the District and a key component of each school, including, but not limited to school improvement plans (SIP). Copies of the SIP are made available online and/or upon request.

Section 8. Rights of the Federation

1. **Representation Fee:** No employee will be required to join the Federation; however, those employees who are not Federation members but are members of the bargaining unit will have deducted from their salaries a representation fee. The District is authorized to deduct the required amount from each monthly paycheck. The amount of the representation fee will be determined by the Federation and communicated to the Business Office in writing. The representation fee shall not include a political contribution. The representation fee shall be regarded as fair compensation and reimbursement to the Federation for fulfilling its legal obligation to represent all members of the bargaining unit.

2. In the event that the representation fee is regarded by an employee as a violation of his/her right to nonassociation, such bonafide objections will be resolved according to the provisions of RCW 41.56.122 and the appropriate WAC.
3. The Federation agrees to defend, indemnify, and hold the District harmless (suits by the District excepted) against any and all claims, suits, orders, or judgments brought or issued against the District pursuant to proper implementation of this section contingent upon the District's agreement that the Federation shall be authorized to defend such suit through an attorney of the Federation's own choosing.
4. **Bulletin Boards:** The Federation may post notices of its activities and matters of organizational concern on the staff bulletin board(s) in accordance with District regulations and rules of each school.

The Federation agrees not to post information which is libelous, slanderous, not in good taste, or in support of any political cause or candidate. The Federation is responsible for the prompt removal of any notices or bulletins that have become outdated.
5. **Building Use:** The Federation may use District buildings and equipment with replacement of consumable supplies for meetings and activities in accordance with District policies for use of school facilities providing such meetings and activities will not interfere with nor interrupt the normal school operations.
6. **Delivery Service:** The Federation may use the intra district delivery service provided said use does not violate federal or state statute and does not require added costs for the District. The Federation shall indemnify and hold the District harmless for all actions and costs that may result from such use of the District mail service by the Federation.
7. **Communications:** The Federation shall have the sole and exclusive right to communicate with employees represented by the Federation through use of District mailboxes and email in the building and use of staff bulletin boards, except as provided by law. The Federation may use District email for informational communication excluding organizing labor actions or political lobbying. In implementing this section the only requirement of the District is to notify each competing organization that the Federation has the aforementioned sole and exclusive right.
8. **School Visitation:** The President of the Federation, or a designee, may visit schools after prior notifications to the building principal provided that this will not interfere with nor interrupt normal operation of the school. Said person will check in through the school's office.
9. **Released Time:** The District will provide, at District expense, twenty (20) days of released time per year for the Federation President or designee. In addition, the

1 Federation President or his/her designee shall be allowed eight (8) days per month to
2 accumulate annually to a maximum of eighty (80) days leave with pay. The
3 Federation shall reimburse the District for the cost of the substitute. The leave shall
4 not be granted if the purpose violates Ch. 41.56 RCW.

5
6 The Federation will notify the District of its intention to use such leaves in advance
7 and in accordance with the District procedures. The purpose of the leave shall be
8 clearly stated.

9
10 10. **Employee List:** The District will provide the Federation with the following
11 employee information on a monthly basis from September to June: Name, address,
12 position, location code and salary schedule code.

13
14 11. **Job Descriptions:** Upon request the District shall furnish the Federation with copies
15 of specific job descriptions subject to this Agreement. Individuals may request and
16 receive their own job descriptions at any time. Any significant changes in position
17 descriptions covered by this Agreement or the creation of new positions covered by
18 this Agreement will be brought forward to the Federation at Labor Management for
19 discussion prior to finalization of the changes being implemented.

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23 **ARTICLE V**
24 **WAGES AND BENEFITS**

25 **Section 9. Wages**

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27 1. **Wages:** For each year of the Agreement wages shall be increased by an amount
28 equal to state pass through percentage for classified employees in addition to earned
29 service increments as appended herein. In the 2017-18 school year the District will
30 provide an additional 2.5% increase; 1.5% in the 2018-19 school year, 1.5% increase
31 in the 2019-20 school year. ParaEducators shall receive a \$0.25 per hour longevity
32 incentive in September following the conclusion of their fifteenth (15) year and
33 following their twentieth (20) year.

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

40
41 ParaEducators are encouraged to participate in District committees and on Site
42 Centered Decision Making (SCDM) teams within their assigned school and shall be
43 compensated consistent with funding sources and as determined by the SCDM
44 process and the Fair Labor Standards Act.

- 1 3. **Service Increments:** To qualify for a service increment, an employee must have had
2 a minimum of ninety (90) days worked and/or paid days of leave within the
3 authorized work year in a permanent position as a regularly employed ParaEducator
4 with the District.
5
- 6 4. **Pay Rate Following New Classification:** When a ParaEducator's position is
7 reclassified to a higher position, or when a ParaEducator transfers to a position with a
8 higher classification, the ParaEducator will be placed in the salary schedule column
9 of the new classification that is closest to the ParaEducator's current rate of pay, plus
10 at least \$.25 per hour. Pay will be retroactive to the first day of the new assignment.
11
- 12 5. **Credit for Prior District Service:** A former ParaEducator employee who returns to
13 a ParaEducator position with the District within five (5) years of date of separation
14 will be reappointed on the same step on the salary schedule and will be credited for
15 years of service, and all accumulated sick leave the employee had at the time
16 employment ended. However, sick leave may not be reinstated if the sick leave days
17 have been used while employed by another employer or paid pursuant to the
18 attendance incentive program (sick leave buy-back).
19
- 20 6. **Credit for Prior Experience:**
21
 - 22 a. ParaEducators hired by Tacoma School District with start dates on or after
23 August 29, 2013, will be granted Washington State Public School
24 ParaEducator experience for purposes of salary placement. Review of
25 experience will be based on receipt of valid, documented Verification of
26 Experience as required by the District.
27
 - 28 b. ParaEducators, excluding LPNs, assigned to positions requiring specific
29 licensing may be given up to two years of directly-related, paid occupational
30 experience for advancement on the salary schedule.
31
 - 32 c. Health Room Assistant Nurses (LPNs) may be awarded all occupational
33 experience earned after having obtaining an LPN license for the purpose of
34 step placement on the salary schedule.
35
 - 36 d. The District will use information provided from previous employers via the
37 Verification of Previous Experience form(s) to determine applicable
38 experience.
39
 - 40 e. Seniority will be calculated using Tacoma School District experience only.
41
- 42 7. **Payment of Wages**
43
 - 44 a. A ParaEducator will be paid in twenty-four (24) equal installments in accordance
45 with the District's payroll procedures, payable not later than the 5th and 20th of
46 each month, normally beginning September 20.

- b. Exception: When program funding guidelines dictate that monies must be expended within a specific period of time or revert back to the funding source, affected ParaEducators may be paid the balance of their earned compensation on or before June 30.
- c. ParaEducators hired after March 8 will be paid in equal installments for each pay period between their date of hire and the last pay period for the year.
- d. All bargaining unit employees will have their pay warrants deposited by automatic payroll deposit to an institution(s) of their choice.
- e. Upon the employee's written authorization, the District will deduct an employee's monthly Federation dues and contributions to the AFT-COPE in accordance with District procedures.
- f. The district will deduct from the employee's salary the authorized voluntary and/or mandated remittances to the designated financial institutions.

8. Insurance Benefits

- a. All insurance programs shall be offered to the employees through the Sound Partnership (hereinafter "TRUST"), unless otherwise expressly provided for the term of this Agreement.
- b. In keeping with the powers and responsibilities as described in the TRUST document, the trustees shall determine the benefits to be provided and the contributions required of eligible full-time and eligible part-time plan participants. The TRUST shall offer Long-Term Disability, Group Term Life, Vision, Dental and Health insurances.
- c. The District shall provide an insurance benefit contribution to the TRUST of the State allocation amount per month designated for current employees, per eligible FTE.
- d. Eligibility: An employee is eligible for insurance benefits if the employee's regular working assignment is for at least four (4) hours per day. Hours worked per day will have benefits pro-rated appropriately:

Hours per Day	Pro-Rated at	FTE Used for Insurance Benefits
8.00	7 hours	1.0
7.75	7 hours	1.0
7.50	7 hours	1.0
7.25	7 hours	1.0
7.00	7 hours	1.0

6.75	7 hours	.964
6.50	7 hours	.928
6.25	7 hours	.892
6.00	7 hours	.857
5.75	8 hours	.718
5.50	8 hours	.687
5.25	8 hours	.656
5.00	8 hours	.625
4.75	8 hours	.593
4.50	8 hours	.562
4.25	8 hours	.531
4.00	8 hours	.500

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

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

9. **Compensation for Overnight Student Activities:** ParaEducators authorized to participate in an overnight activity shall receive six (6) hours of compensation at their regular hourly rate of pay, calculated at time and one-half if applicable when supervising students in addition to authorized hours worked for each night.

10. **Pay Rate/Extra Pay:** ParaEducators employed for extra pay for extra work outside of their regular assignment will be paid at their regular hourly rate of pay, calculated at time and one-half if applicable. Work outside of their regular work must be pre-approved, except in the event of an emergency or necessary immediate action.

11. **Travel Allowance:** Employees approved by the Superintendent or designee to use their private vehicles to travel on school business or school related functions, as approved by the immediate administrator, shall be compensated at the IRS established rate.

Travel from home to work and from work or last place of call to home is not reimbursable.

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

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

7
8 In addition, a pay differential for retirees may also be established. Substitutes are
9 subject to all rights within this agreement except for the following:

- 10
11
 - Article V. Section 9.1-12, 14
 - Article V. Section 10, 11 and 12
 - Article VI. Section 24 and 25

12
13
14
15 Substitute ParaEducators shall have the right to bring issues to the proper District
16 personnel and have rights under Article III Grievance procedures up to Level II of the
17 Grievance procedures.

18
19 The District shall be responsible to pay substitute ParaEducators for any required
20 training, i.e. Mandt, First Aid/CPR etc. Substitutes will be allowed to attend
21 Professional Development classes when space permits, without pay.

22
23 For each year of the Agreement, wages shall be increased by an amount equal to the
24 state pass through percentage for classified employees.

25
26
27 **14. Holidays**

28
29 a. All employees shall receive the following paid District observed holidays:

30

Veterans' Day	Thanksgiving Day	Day after Thanksgiving
December 24	December 25	December 31
January 1	Martin Luther King, Jr. Day	Presidents' Day
Memorial Day	Labor Day (In such school years when Labor Day is included in the school year.)	

31
32 b. Employees will be paid for District-observed holidays that fall within their
33 assigned work year.

34
35 c. Eligible employees shall receive pay equal to their regular hourly rate.

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

15. Lunch/Breaks

- a. All employees who work five (5) or more hours per day will be entitled to a one-half hour, non-paid, duty free lunch period.
- b. Seven (7) and eight (8) hour employees shall be entitled to two (2) paid fifteen (15) minute breaks during the work day. Breaks may not be taken the first or last fifteen minutes of the work day.
- c. Employees who work at least four (4) hours but less than seven (7) hours shall be entitled to one (1) paid fifteen (15) minute break during the work day.
- d. Employee schedules, including breaks and lunch periods, shall be posted at each work site.

Section 10. Professional Development

1. **Staff Development/Optional Hours:** ParaEducators working twenty (20) or more hours weekly may participate in District-authorized workshops. ParaEducators shall be compensated at their regular pay rate or at time and one-half if the number of hours worked exceeds forty (40) hours in a work week. A work week is defined as Sunday through Saturday.
2. The number of in-service hours available to a ParaEducator shall be forty-two (42) hours for a 1.0 full time equivalent (FTE) and shall be prorated for employees with lesser than a 1.0 FTE assignment. See the table in this section for hours breakout based on FTE.
3. The ParaEducators may choose to:
 - a. Use their allocated in-service hours for pay during non-work hours for approved professional development activities, or
 - b. Attend workshops, job exchanges or classes without a loss of pay during their regular work day and the District will provide a substitute in lieu of in-service pay. Requests for a substitute for such attendance must be made fifteen (15) work days prior to their attendance. Requests for exceptions will be considered dependent on the availability of substitutes.
 - c. Pay for registration, travel and tuition costs for approved professional development.

- d. A combination of the above.
4. Non-District-sponsored professional development activities must be approved in advance by the assigned supervisor. Requests will not be arbitrarily denied.
5. **District Option In-service/Training:** In-service hours will be allocated to each employee based on the following:
 - a. Approximately fifty percent (50%) of allocated hours will be for District Directed/Required and Building-based or Department approved training.
 - b. The District shall notify the Federation no later than September 30 of each year regarding the District's intent to require such participation. Exceptions may be made for additional District-mandated training.
 - c. Approximately fifty percent (50%) of allocated hours will be at the discretion of the employee to be used in alignment with District Strategic Goals. At the discretion of the District a ParaEducator may request to use remaining District directed hours for individual choice activities so as to maximize the use of District directed hours. Requests will be made to the Assistant Superintendent of Human Resources or designee.
 - d. In-service hours will be paid at the employee's regular rate of pay or at time and one-half if the number of hours worked exceeds forty (40) hours in a work week (Sunday-Saturday).
6. The percentages above are presented in whole-hour increments according to the chart below. Training may be taken in no less than fifteen minute increments with the exception of trainings in a sequence such as SafeSchools training.

FTE	Hours worked in a day	Building/SCDM Directed Hours	Employee Directed Hours	Total Annual PD Hours
1.000	8.0	21.0	21.0	42.0
0.938	7.5	20.0	20.0	40.0
0.875	7.0	19.0	19.0	38.0
0.813	6.5	17.0	17.0	34.0
0.750	6.0	16.0	16.0	32.0
0.700	5.6	15.0	15.0	30.0
0.625	5.0	13.0	13.0	26.0

0.594	4.8	12.5	12.5	25.0
0.500	4.0	11.0	11.0	22.0

In assignments where special training is required and the allocated hours are depleted the employee may request additional paid training of the supervisor or program director.

7. **District Option In-service/Training:** If the District, at its option, requires additional training beyond district-directed hours, employees shall be compensated at the employee's regular rate of pay or the applicable presenter's rate established by the District. If the number of hours worked exceeds forty (40) hours in a work week (Sunday – Saturday), the employee shall be compensated at time and one-half of the employee's regular pay rate. Employees who have exceeded forty (40) hours in a work week (Sunday – Saturday) and are a presenter shall be compensated at the established presenter rate at time and one-half. No disciplinary action shall be taken by the District in the event that an employee is unable to attend such in-service provided that an authorized absence has been approved. The ParaEducator will make every effort to participate in the next available training offered.
8. **Professional Development Recognition Award (PDRA):** Successful completion of thirty (30) hours of approved course work aligned with the District Strategic Goals entitles each ParaEducator to a PDRA of \$400 after the ParaEducator meets with his/her supervisor/evaluator to discuss and provide evidence of the completed training hours. An application form will be provided for this purpose.
 - a. A maximum of two (2) PDRA may be earned between September 1 and August 31 of each year.
 - b. Training hours completed and not used toward a stipend will carry over one school year.
 - c. Training completed on a non-student day (i.e. Waiver day, Data day) may be used toward the PDRA stipend. Re-certifications which are required may be used toward PDRA stipends.
 - d. Thirty hours of college-level class work as part of a degree program may be submitted to the Professional Development Advisory Committee for consideration of an Education stipend of \$400 (limited to one per year). An Education Stipend shall be considered one of the two eligible PDRA stipends per year.
9. **Advisory Committee:** In order to provide ParaEducator input in defining the in-service needs of ParaEducator staff, three members selected by the Federation and

three representatives selected by the Superintendent shall be appointed to an advisory committee.

- 10. Pay Rate/In-service Attendance:** An employee who is authorized to attend a District workshop, in-service, or curriculum development day for pay shall be compensated at their regular pay rate or at time and one-half if the number of hours worked exceeds forty (40) hours in a work week (Sunday – Saturday).

Section 11. School Year

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

Twelve month ParaEducators will follow the OP/PT twelve-month work year calendar, holidays and vacations.

Section 12. Additional Hours and/or Compensatory Time

1. An employee may not work additional work hours unless authorized in writing by the employee's immediate supervisor (school principal or program administrator, not a teacher). Said authorization may be made in advance of need in cases where the additional time cannot be pre-determined. (i.e. Late buses, students not picked up on time, interpreting).
2. With authorization, an employee may work flex time (moving hours of work from one day within one week to another day within the same week, but not exceeding the total hours of work authorized for that week) or additional hours beyond the employee's usual work week. Additional hours worked will be documented in writing and certified by the employee and immediate supervisor. Additional hours over forty (40) hours per week shall be at the time and one-half rate to be paid or taken as compensatory time at employee's discretion with supervisory approval.
3. Compensatory time earned must be used prior to the end of the current school year. Unused compensatory time will be cashed out at the end of the current fiscal year (August 31). In the event that an emergency precludes the use of scheduled compensatory time, the employee may request compensation or may reschedule compensatory time use with the immediate supervisor. Compensatory time accruals shall not exceed forty (40) hours at the time and one-half rate.

- 1 4. All compensatory time, optional hours, or extra pay for extra work shall be authorized
2 by the principal/supervisor prior to the overtime on a form which shall be mutually
3 agreed upon by the District and the Federation. See Appendix VII ParaEducator Pre-
4 Approved Request to Perform Extra Work for Compensatory Time/Extra Pay Form.
5 Both the employee and the supervisor shall maintain a copy of the authorization
6 documentation. In the event that compensatory time is the choice of the employee in
7 lieu of pay, use will be pre-established and agreed upon by the employee and the
8 principal/supervisor.
9

10 **Section 13. Sign Language Interpreters**

- 11
12 1. The District will make reasonable effort to schedule work assignments for interpreters
13 that allows for appropriate rest from interpreting for each employee. This includes
14 employees who are assigned to work events that extend overnight. In the event an
15 employee has concerns regarding overuse of physical impact of extended periods of
16 continuous interpreting, the employee shall request a meeting with the appropriate
17 supervisor who shall make reasonable effort to find mutually agreeable solutions to
18 resolve the concern in a timely manner.
19
20 2. Reimbursement of cell phone text messaging costs at the rate of \$10.00 per month
21 will be provided to interpreters based on demonstrated student need. The stipend may
22 be requested using the form found in Appendix VIII. This form must be approved
23 and signed by the supervisor and submitted to the Payroll department.
24

25 **Section 14. Summer School**

26
27 Summer school includes all programs operating during the period after a regular school
28 year and before the ensuing regular school year.
29

30 **ARTICLE VI** 31 **GENERAL CONDITIONS**

32 **Section 15. Program Procedures**

- 33
34
35 1. All ParaEducator staff including bus monitors shall receive instruction on their duties
36 and responsibilities prior to the first student day. ParaEducators hired after the first
37 day of the school year will be oriented to their responsibilities in a timely manner.
38 Bus monitors shall receive first aid instruction and instruction on other related topics.
39 A bus monitor may participate in District-authorized workshops/in-services,
40 including transportation department in-service which would enhance the employee's
41 job skills as a part of the negotiated workshop hours and is consistent with the
42 development of the ParaEducator's Professional Growth Plan.
43
44 2. The principal and/or program coordinator will meet with regular employees within
45 the first month of school to acquaint them with their job assignment. It is understood
46 that job assignments are not delimiting but are stated in general terms, and do not

preclude other appropriate assignments or responsibilities; provided, however, no employee shall be required to perform errands and tasks of a personal nature for other members of the staff. The principal will inform building staff of the employee's scheduled work hours, and the requirement to scheduled duty-free lunch and rest breaks, consistent with Section 9.15.

3. The principal or program coordinator or their designee will meet with newly hired or transferring employees within five (5) work days of their arrival for the purpose of orientation. Such orientation should include, but will not be limited to, instructions regarding school rules, applicable District policies, program procedures, attendance requirements including work hours and breaks, job duties and responsibilities, a tour of the school or program facilities.
4. An employee working with students who have established medical care requirements (non-emergency), will be advised of any specific District policies pertaining to the employee's responsibilities in such care before they are required to provide such care.
5. Any job assignment where the employee is given the responsibility of providing any care relative to established medical requirements, the employee will be provided with appropriate training before they are required to provide such care and will be retrained upon request.
6. ParaEducators and Interpreters are school employees who work under the supervision of a certificated/licensed staff member to support and assist in providing instructional and other services to children and youth. This may require time to collaborate with teaching staff, review behavior modification plans prior to working with the student, prepare materials, familiarize themselves with the curriculum, set up learning spaces or environments, write behavior referrals, and other work which is not a part of student contact time. These duties will be performed in accordance with the Fair Labor Standards Act (FLSA) requirements. When a ParaEducator or Interpreter is unable to complete assigned duties and responsibilities during their work day, they shall discuss the situation with their supervisor who is responsible to prioritize duties, release them from the responsibility, or approve extra time. The certificated/licensed staff member remains responsible for the overall conduct and management of the classroom or program, including the development of lesson plans, and of the design, implementation, and evaluation of the instructional program and student progress.
7. The teacher shall not abdicate his or her professional duties or responsibilities to a ParaEducator.
8. In programs where a classroom is assigned to an ECEAP/Head Start Associate ParaEducator and a designated program ParaEducator is assigned to work with the Associate, the Associate ParaEducator is responsible for the class.

- 1 9. ParaEducators shall be compensated in compliance with the Fair Labor Standards Act
2 (FLSA) for required tasks performed at the direction of the principal/supervisor
3 which are beyond their work hours.
4
- 5 10. An employee who works outside the regularly scheduled 182-day work year shall
6 receive no additional benefits other than hourly wage unless that employee is
7 considered a twelve (12) month employee.
8
- 9 11. An employee may be required to cover a class in case of an emergency and/or other
10 necessary immediate action.
11
 - 12 a. An emergency or other necessary immediate action is understood to mean a
13 sudden condition or state of affairs calling for arrangements when a regular
14 substitute cannot be secured, either because of a time factor or the unavailability
15 of a qualified substitute.
16
 - 17 b. If it is evident that the emergency or other necessary action will extend beyond
18 one (1) hour and if time will permit a qualified certified substitute to cover at least
19 two (2) hours of the school day, he/she/they will be immediately called. If a
20 qualified certified substitute is not available, a qualified certified teacher within
21 the building will be sought to cover the class prior to requesting a ParaEducator to
22 cover the classroom.
23
 - 24 c. In the absence of the regularly assigned teacher, a District-provided certificated
25 substitute shall be responsible for the class. If the ParaEducator has concerns
26 regarding the substitute's readiness to address the needs of this assignment, the
27 ParaEducator shall notify his/her immediate supervisor of the concerns as soon as
28 possible.
29
 - 30 d. In the event a certificated substitute or a certificated teacher is not provided or is
31 provided but not present in the classroom at all times within one-half (1/2) hour of
32 the onset of an emergency, a ParaEducator who is providing substitute coverage
33 shall receive regular pay and \$10.00 per hour for each occurrence.
34
 - 35 e. The additional compensation will commence from the time the employee begins
36 the classroom coverage. The ParaEducator will be provided a Compensation for
37 Covering a Class form. The form shall be completed by the ParaEducator and
38 shall be certified and submitted by the supervisor within three (3) work days of
39 the receipt of the form.
40
 - 41 f. In the situation where more than one (1) ParaEducator is assigned to the
42 classroom, the immediate supervisor must designate a ParaEducator as the
43 authorized substitute to take responsibility and receive the stipend. The interpreter
44 will have the option of refusing to be the designated substitute.
45

1 g. In programs (such as Head Start and ECEAP) when the Associate ParaEducator is
2 absent, the designated program ParaEducator assigned to the program may be
3 given the assignment to take over the Associate's duties; and a substitute will be
4 called to assist the designated program ParaEducator. In this situation, the
5 ParaEducator shall receive their regular pay and \$2.75 per hour.

6
7 h. An employee will not be required to move heavy boxes, furniture, desks or
8 cabinets.

9
10 12. An employee will not be required to use his or her private vehicle to transport
11 themselves, students, or other members of the public on a field trip, sports event or
12 for any other reason unless so stated in the job description.

13
14 13. No employee shall be required to work alone in any building before or after school
15 hours unless appropriate safety measures have been taken.

16
17 14. Whenever a regular bus monitor is available to work in the absence of another bus
18 monitor, or when a vacancy occurs which provides for additional hours, the most
19 senior qualified monitor available shall be offered the run/position. If that monitor
20 declines the run/position, then the next most senior available monitor will be offered
21 the run/position. Only if no qualified regular bus monitor is available will a substitute
22 be utilized. For purposes of this agreement, qualifications may include experience
23 and capability in working with the behavioral and physical characteristics of students
24 served on the run. In addition, the personal safety of staff and students may serve as a
25 qualifying factor in selection.

26
27 15. ParaEducators may have the option of accepting assignments for the purpose of
28 supervising District-approved transportation needs of their assigned student should
29 the need arise.

30
31 16. Student Discipline

32
33 a. School employees and administrators should work together in a mutually
34 supportive manner to maintain proper student conduct.

35
36 b. When a student's behavior causes serious disruption, or violates the Student's
37 Rights and Responsibilities and Regulations in the classroom or any other school
38 location, the employee shall report it to the principal/supervising teacher.

39
40 c. The ParaEducator shall be given effective support and such authority in student
41 discipline situations only as deemed appropriate by the principal or his/her
42 designee. Such support and authority shall be consistent with the law, the
43 Student's Rights and Responsibilities and Regulations and the policies/procedures
44 of the District.

- d. ParaEducators who are assigned supervisory duties will have immediate access to certificated personnel during the supervisory period.
- e. An employee may use such reasonable force as is necessary and lawful to protect him or herself from attack or to prevent injury to another employee or student.
- f. The Principal shall in turn report the assault to the Superintendent or designee and shall notify the ParaEducator of disciplinary action taken. Any case of assault upon an employee by a student, parent, guardian, or other employee shall be promptly reported to the employee's supervisor. If the employee submits a worker's compensation claim and the claim is approved for fourteen (14) days or more, the employee will have the first three (3) days of the claim restored if sick leave was charged to the employee for those three (3) days.
- g. A student who commits assault on an employee in the performance of his/her duties, including extra-curricular duties, shall be disciplined immediately according to procedures established for this purpose. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights. It is understood that specific legal requirements and limitations apply to the discipline of special education or Section 504 students.

Section 16. Personnel Files

1. An employee may review the material in his or her personnel file(s) during regular business hours. Said employee may have a Federation representative present if desired. Copies of employee records shall be provided to the employee upon request, consistent with District policies governing personnel records. Administrators shall be encouraged to place in the employee's file information of a positive nature such as special competencies.
2. Only District officials and/or authorized employees with a legitimate business reason to know the contents of a personnel file shall be permitted access to an employee's personnel file.
3. Unless an employee has provided written authorization for release of his/her personnel records, the District shall not release any information to prospective employers or other third parties, unless required by law. Requests for information by prospective employers or other third parties shall be submitted in writing.

Section 17. Seniority

Seniority, according to this Agreement, shall consist of continuous service of the employee as a ParaEducator with the District. Seniority among employees with the same amount of seniority shall be determined by lot. Seniority will be restored for employees who return to the District pursuant to Section 9.5.

1
2 **Section 18. Assignments and Transfers**
3

- 4 1. It shall be the policy of the District to staff positions with the best qualified person,
5 provided, however, agreed upon hiring, assignment and transfer procedures are
6 followed.
7
- 8 2. All transfers shall be made by the Human Resources Department.
9
- 10 3. ParaEducator employees shall not be precluded from applying and being considered
11 for any position vacancy in the District for which the employee is qualified.
12
- 13 4. Placement in any position is subject to program eligibility guidelines where and when
14 applicable.
15
- 16 5. ParaEducators are placed on the salary schedule according to classification.
17
- 18 6. The District and the Federation may jointly choose to designate some positions as
19 “hard to fill.” A signing bonus of \$500 will be awarded for these positions.
20
- 21 7. A ParaEducator employee new to the District shall serve a probationary period not to
22 exceed sixty (60) work days. During this period the Board retains the right to dismiss
23 the employee without notice.
24
- 25 8. A regular employee is eligible for transfer after completion of sixty (60) work days
26 probationary period and an acceptable evaluation. If an evaluation rating of less than
27 acceptable is given to an employee, the evaluator will review the evaluation with the
28 employee on or before the end of the sixtieth (60th) work day. The employee cannot
29 be given a probation evaluation below an acceptable rating beyond the end of the
30 sixty (60) work days.
31
- 32 9. A regular employee may apply as an applicant for advertised positions during the
33 sixty (60) work day probationary period. If selected, said employee must complete a
34 sixty (60) work day probationary period in the new position.
35
- 36 10. In order to be considered for specific positions, displaced employees must apply for
37 those positions.
38
- 39 11. An employee who is involuntarily transferred by the District to a lower classification
40 which results in a lower rate of pay will be frozen at the hourly rate for one complete
41 school year (September – June). At the end of that school year, the employee will be
42 placed at the appropriate pay classification plus service increment.
43
- 44 12. An employee who is involuntarily transferred by the District to a higher classification
45 which results in a higher rate of pay will be paid at the appropriate higher rate.

13. Employees whose classifications change through the application and interview process are given any applicable service increment and then placed on the corresponding step of the new classification.

Section 19. Hiring Process

1. When new positions are created and/or as vacancies occur, they shall be advertised on the District's website and open for a period of five (5) work days except as otherwise provided for in the Agreement. Selection shall be based upon the three (3) most senior applicants meeting the minimum required qualifications; provided, however, a minimum of three (3) candidates may be considered in final reviews from among the following priority:
 - a. Regular employees and displaced employees;
 - b. Employees laid off in previous years;
 - c. Substitute ParaEducators; and
 - d. All others.
2. If there are fewer than three (3) qualified candidates for interview, the posting of the position may be extended one week. If there continues to be less than three (3) qualified candidates the District may opt to interview less than three (3) candidates and may consider others.
3. If an employee is in an interview pool of three (3) and no applicant from that pool is selected for the position, the employee may contact the Director of Classified Human Resources to discuss the circumstances.
4. Vacant positions will be advertised within ten (10) work days of the vacancy.
5. Should a ParaEducator with at least fifteen (15) years' experience with the District not be selected for a position at the start of the school year, he/she shall be granted Super Seniority and be placed at the head of the substitute pool. Wages and benefits from their last permanent position shall be maintained for a period of two years. A ParaEducator with Super Seniority must actively seek and apply for open positions for which he/she is qualified. Should they refuse a third interview or employment offer by the District, their Super Seniority shall be revoked.
6. When necessary, a substitute ParaEducator shall be placed in a vacant position until the position is filled in order to prevent the disruption of District programs. When, in the judgment of the District, a position cannot be filled within a reasonable time frame, it will be filled the first (1st) work day of the month, no later than two (2) months following the opening of the vacancy unless otherwise agreed to by the Federation.
7. **Fingerprint Reports:** An applicant who subsequently receives a position with Tacoma School District will follow all hiring procedures prior to his/her hire date. If

1 fingerprint/background reports are delayed, the District may, at its discretion record
2 the employee's hire date prior to fingerprint/background reports being received by the
3 District. If upon receipt of the fingerprint/background report, the employee did not
4 disclose or did not disclose accurately the reported results, the District, at its
5 discretion, may terminate said person from employment with the District. Any person
6 released from employment via the named conditions above, shall waive his/her rights
7 to the grievance procedure or to an appeal of his/her termination.
8

9 **Section 20. 420-Hour Employees**

10
11 Substitute and temporary employees who work over 420 hours in an eligible position
12 default into "regular employee" status. The status of the "420-hour" employees and their
13 assignments for the following school year is as follows:
14

- 15 1. Any substitute employee who has secured his/her assignment for the school year by
16 exceeding 420 hours in the same substitute or temporary assignment will be
17 considered temporary with all rights of this Agreement except no displacement rights.
18
- 19 2. If the District determines that a position is not a continuing position, a plan for the
20 withdrawal of the substitute employee filling that position will be shared with the
21 employee no later than the 410th hour by the program supervisor.
22
- 23 3. Any assignments held by employees in Section 20.1 that are authorized for
24 continuation the following school year, will be advertised pursuant to the
25 requirements of any newly authorized positions.
26
- 27 4. Any fifteen (15) year ParaEducator, displaced pursuant to Section 19.5, who obtains a
28 position based on filling that position for 420 hours shall retain the position. If the
29 position is eliminated, the employee will be considered displaced.
30
- 31 5. 420 hour employees when displaced from position return to substitute status and will
32 have no displacement rights.
33
34

35 **Section 21. Administrative Transfer**

- 36
37 1. The administrative transfer of an employee from one (1) school, location or program
38 to another school, location or program, may be made when a different assignment is
39 deemed to be appropriate in order to meet the needs of the District. The appropriate
40 administrator will consult with the employee, the Federation and administrator to
41 whom the employee is assigned. The administrator will explain the purpose or need
42 for the transfer and solicit input from the parties. The affected employee may request,
43 within two (2) weeks of the initial notice, a meeting with the administrator for further
44 clarification. The administrative transfer of an employee will not be done arbitrarily
45 or capriciously.
46

2. When it becomes necessary to administratively transfer an employee due to a conflict of personalities, and where it is evident that the effort has been made by the employee to resolve the conflict and when to continue assignment in the same position would be harmful to the employee or the program, the District, after consultation with the employee and the Federation, may reassign the employee, without loss of pay, to another position. Any administrative transfer of an employee which is not disciplinary may not result in loss of pay to the employee. Administrative transfer with loss of pay may occur only when included and spelled out as a part of the disciplinary action and when progressive discipline procedures are followed.
3. Any complaint made against an employee, by a parent, a student or other persons which would have the potential of affecting the employee's assignment with the District will be called to the attention of the employee as soon as possible.

Section 22. Classification

1. In the event a ParaEducator and/or supervisor, feel(s) that the position has been inappropriately placed based on the knowledge, experience, decision-making authority, supervision, and conditions of the job when compared to employees in other classifications, he/she/they may request a review of the classification placement to the Manager, Compensation and Classified Professional Development in the Human Resources Department. Positions which have been reviewed within the past eighteen (18) months shall not be considered for reclassification unless significant changes in position responsibilities have occurred.
2. The time periods when review requests may be made are from November 1 through December 1 and from April 1 through May 1 of each school year.
3. The District will notify the Federation in writing of each classification review request and allow Federation participation in any meetings with the employee regarding the request. The Assistant Superintendent of the Human Resources Department/designee will respond to the employee and the Federation no later than sixty (60) work days following the filing of the appeal.
4. If the employee(s) disagree(s) with the findings of the classification review, he/she/they may appeal within ten (10) work days of receiving written notice of the findings, to a review committee made up of the Assistant Superintendent of Human Resources or his/her designee, the President of the Federation or his/her designee, and a District employee mutually agreed upon by the parties.
 - a. The committee will set a date for an appeal hearing no later than thirty (30) work days following receipt of the appeal.
 - b. The "Parties" (District and the employee or employees represented) shall each have twenty (20) minutes to present their appeal or appeal response to the

1 committee and/or may submit documents to the committee no later than one week
2 prior to the committee hearing date.

3
4 c. Within forty-five (45) work days, the committee will review the placement and
5 make a recommendation in a written summary to the Superintendent. A majority
6 vote by the committee will be considered as a recommendation.

7
8 5. Written notice of the Superintendent's decision will be sent to each committee
9 member and employee(s) involved within twenty (20) work days after the written
10 recommendation from the Human Resources Department.

11
12 6. If the Federation is not satisfied with the Superintendent's decision, the Federation
13 reserves its right to negotiate the appropriate classification of a position during
14 subsequent negotiations as provided for in this Agreement.

15
16 7. The effective date for classification of new positions shall be the date of the
17 Superintendent's decision except that the District and the Federation may agree to a
18 different effective date in the case of major changes in responsibility.

19
20 8. Individual reclassifications shall become effective at the time of receipt of the request
21 signified by the time-stamped form of receipt; provided, however, that reclassification
22 involving multiple incumbents shall become effective at the beginning of the next
23 fiscal year unless otherwise agreed to by the District and the Federation.

24
25 9. This section does not apply to employees in training programs provided; however,
26 those employees may apply and be considered for advertised position(s) without
27 preference or penalty unless otherwise provided for in the Agreement.

28
29 **Section 23. Layoff and Recall**

30
31 1. In the event of an impending reduction in force, the District shall notify the
32 Federation at least five (5) work days prior to the Board action and provide an
33 opportunity to discuss alternatives.

34
35 2. When the Board deems it necessary to reduce the ParaEducator work force, seniority
36 will be the basis for the layoff. Exceptions may be made on the basis of program
37 needs and minimum qualifications. Further exceptions may be made for employees
38 when extra costs have been incurred in the training of otherwise less senior
39 ParaEducators, for example autism, multi/ortho, developmental or hearing impaired
40 programs in the Special Education Department. The District must provide the
41 Federation with documentation demonstrating the extra training costs for the
42 employees it wishes to exclude from layoff.

43
44 3. Provisions for one-on-one ParaEducators: The employment status of one-on-one
45 ParaEducators is directly tied to the assigned student's continued eligibility for
46 services or enrollment with the District. A one-on-one ParaEducator whose position

1 is authorized for continuation will not be adversely impacted by displacement or
2 layoff, unless mutually agreed to by the parties. One-on-one ParaEducators will
3 follow their assigned student to a new school assignment for the student. One-on-one
4 ParaEducators are displaced when their assigned student is no longer enrolled in the
5 District or is no longer eligible for one-on-one assistance.
6

7 4. Procedures regarding staff adjustments due to changing District needs and/or budget
8 restrictions are as follows:
9

10 a. Staff adjustments normally include termination of personnel, adjustment of hours
11 and/or reassignment. To implement these adjustments, three (3) processes must
12 occur:
13

- 14 i. Determination of positions to be eliminated or adjusted in hours.
- 15 ii. Identification of staff members who will be displaced.
- 16 iii. Identification of staff members who will be laid off (RIF'd).
- 17

18 b. The determination of positions to be eliminated or adjusted in hours is based on
19 budget allocations, program and District needs.
20

21 c. The identification of staff members who will be displaced is based on the
22 following factors (in the order noted below):
23

24 i. Location/School Site: Employees with job titles listed below are considered
25 "itinerant." As a result, their assignments and/or schedules are determined by
26 the funding program and are not tied to individual locations. Any additional
27 positions for consideration will be discussed at Labor Management.
28

29 a. Certified Occupational Therapy Associates
30

31 b. Physical Therapy Associates
32

33 c. Speech Language Pathology Associates
34

35 d. LPN Multi Disabled Program
36

37 e. Interpreters for Hearing Impaired Program
38

39 f. ELL and CTE Programs
40

41 ii. Program Funding
42

43 iii. Job Title
44

45 iv. Seniority: Seniority is as defined in the collective bargaining agreement.
46

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

1 b. In the event an employee is not assigned to a position after one (1) calendar year,
2 that employee may request, in writing to Human Resources, to be maintained in
3 the layoff pool for a second (2nd) calendar year.
4

- 5 9. Displaced ParaEducators shall have the right to return to their former buildings if a
6 vacant position comes open in the same job title from where the employee was
7 displaced. Employees are responsible for exercising their right of return by notifying
8 the Human Resources office that a position has been posted which they have a claim
9 to return. If an employee chooses not to exercise his/her right of return within twenty-
10 four (24) months, that employee will forfeit the right to that position.
11

12 **Section 24. Employee Performance**

13

- 14 1. The purpose of the evaluation process is to provide an ongoing evaluation of an
15 employee's performance with the goal of helping all employees to become as skilled
16 as possible and to recognize those employees who excel in their positions. The
17 evaluation process is a collaborative, supportive, and continuous process, and is
18 meant to be used as a way to identify the employee's skill level, knowledge, and
19 working relationships with staff, students and parents in the District and to help the
20 employee to improve performance. It is intended to be used to assist employees to
21 succeed in their positions.
22

23 a. Evaluations for new employees shall be completed within sixty (60) work
24 days of employment date and prior to the end of the school year. Any
25 ParaEducator who changes positions will receive an evaluation within sixty
26 (60) work days. Moving a program from one (1) building/location to another
27 does not constitute a position change nor does a change in supervisor. A
28 position change refers to a change of job title or program.
29

30 b. All ParaEducators will be evaluated at least once each year.
31

32 c. The evaluation shall be completed by the appropriate administrator and/or
33 supervisor. Employees shall be notified in writing by November 1 annually
34 regarding who will be designated as the evaluator. In the event that the
35 employee is not satisfied with the evaluator designated, he/she may request in
36 writing to the Human Resources Department on or before December 1 that an
37 alternative evaluator be assigned. In the event an alternative evaluator is
38 requested; the Human Resources Department will confer with the Federation
39 and the employee regarding the request.
40

41 d. An assigned principal, assistant principal or administrator shall be the
42 evaluator of record. In Head Start and ECEAP programs, the Director of
43 Head Start/ECEAP or his/her designee will designate the appropriate
44 evaluator of record.
45

- e. No member of the bargaining unit shall provide input or be required or asked to evaluate another member of the same unit.
- f. In circumstances in which licensing or certification requirements exist, the administrator shall consult with appropriate certificated personnel, i.e., occupational therapist, speech therapist, R.N.
- g. Each evaluator shall meet with each employee no later than November 15 annually in order to acquaint the employee with the process to be followed regarding the annual evaluation, to answer questions pertaining to the format for evaluations and to review general and specific expectations for job performance. An alternative evaluator shall meet with the employee no later than December 15.
- h. In the event a certificated member is asked to take part in the evaluation process, he/she must also have taken part in the November meeting at which time expectations were discussed or within thirty (30) days of the beginning date of the assignment with said certificated staff member(s).
- i. Any staff member asked to provide information or documentation to the evaluator to be included in the evaluation shall be identified on the evaluation form. Other staff members may be asked by the evaluator to participate in the evaluation only if he/she works directly with the employee.
- j. In the event the evaluator requests that a classroom teacher participate in the evaluation, all classroom teachers to whom the ParaEducator employee is assigned may participate equally. The evaluator is responsible for the contents of the evaluation.
- k. In the event that the evaluator anticipates an unsatisfactory or a lowered evaluation when compared to the previous year, the employee will be informed and be given an opportunity to discuss any concerns prior to the inclusion in the evaluation. The evaluator is expected to share with the employee the reasons for any lowered ratings and provide suggestions on how the employee can improve his/her performance, with adequate time to improve performance or challenge the inclusion prior to its placement in the evaluation.
- l. Employees who are to be observed specifically for the purpose of an evaluation must be notified in writing at minimum the day prior to the observation.
- m. The original evaluation shall be maintained by the Assistant Superintendent, Human Resources Department, for review and placement in the employee's personnel file; a copy shall be given to the employee and a copy shall be retained by the evaluator.

- 1
- 2 n. After discussing the evaluation with the employee, the evaluation shall be
- 3 signed by the evaluator and by the employee being evaluated. Signature of
- 4 the employee implies only that the employee has had an opportunity to see the
- 5 written evaluation.
- 6
- 7 o. The employee shall have the right to include a written statement(s) or
- 8 document(s) as an addendum to the evaluation. This should be noted by the
- 9 employee on the evaluation form.
- 10
- 11 p. All annual performance evaluations shall be completed and submitted to the
- 12 Human Resources Office no later than five (5) calendar days prior to the close
- 13 of the school year, subject to the special provision applying to unsatisfactory
- 14 ratings. Employees assigned to a twelve (12) month work schedule shall
- 15 receive their evaluation no later than August 31 of each year.
- 16
- 17 2. Unsatisfactory Performance/Probation
- 18
- 19 a. No employee will be returned to or placed on probationary status for arbitrary and
- 20 capricious reasons.
- 21
- 22 b. If after being provided with suggestions for improvement and the opportunity to
- 23 improve the employee receives an overall rating of “unsatisfactory,” he/she will
- 24 be placed on probation by the Superintendent. In addition, the Federation will be
- 25 notified that the employee is being placed on probation.
- 26
- 27 c. Written notice will be provided to the employee of the areas of performance that
- 28 are unacceptable and the support or reasonable training that will be made
- 29 available by the District. This plan of improvement shall be reviewed by the
- 30 Federation and the District prior to implementation. The employee will participate
- 31 in recommended activities to improve his/her performance.
- 32
- 33 d. The employee will be reevaluated within sixty (60) work days. During the 60-day
- 34 period, the evaluator will meet with the employee at least three times to review
- 35 the employee’s progress toward improvement. Meetings will be held by the
- 36 twentieth (20th), fortieth (40th), and sixtieth (60th) work days of the sixty-day
- 37 period. At the request of the employee a representative of the Federation may be
- 38 present at each of the referenced evaluation meetings. These reviews shall be
- 39 provided in writing at each meeting. At the end of the 60-day period the District
- 40 may:
- 41
- 42 i. Issue a new evaluation if the employee has sustained necessary
- 43 improvement;
- 44
- 45 ii. Extend the probation period prior to reevaluation for an additional thirty
- 46 (30) days if sufficient improvement in work performance has not been
- made; or

1 iii. Recommend termination if the employee fails to obtain a “satisfactory”
2 rating on the reevaluation.

3 e. An employee who has passed the probationary period and who fails to perform
4 his or her duties to the standards originally required, may again be placed on
5 probation only by the Superintendent for a period not to exceed ninety (90) work
6 days as recommended by the Assistant Superintendent, Human Resources,
7 principal, and/or program director. The probationary period may extend into the
8 following school year if the employee remains in the same program.

9 f. After three (3) years, an employee may request that an unsatisfactory evaluation
10 be removed from his/her personnel file to a separate confidential file, providing,
11 however, no additional unsatisfactory evaluations have been added during that
12 period of time. A document will be placed in the personnel file noting that the
13 evaluation for the year in question was completed and removed per section
14 24(2)(e).

15
16 3. Professional Growth Plan

17
18 a. A ParaEducator who received an acceptable or higher evaluation for three
19 previous school years with the District may request to their supervisor to have the
20 option of participation in the Professional Growth Plan and be exempt from the
21 annual evaluation. Such requests must be made no later than December 1. In the
22 event that the employee’s performance declines significantly after December 1,
23 the supervisor may conduct an evaluation by notifying the employee in writing.
24 Each ParaEducator will be evaluated on the ParaEducator evaluation form at a
25 minimum of once every four (4) years.

26
27 b. Employees funded by federal/state and/or grant-funded programs (i.e., Head Start,
28 ECEAP) may be required to participate in an annual evaluation and a professional
29 growth plan.

30
31 c. ParaEducators who choose to participate in a Professional Growth Plan as part of
32 the performance evaluation process will meet with his/her building supervisor
33 responsible for the employee’s evaluation by December 1 to discuss the plan and
34 incorporate any assistance or recommendations the supervisor may offer.

35
36 d. Following the establishment of the plan, the employee will take primary
37 responsibility for monitoring his/her own professional growth with respect to
38 achieving the goals outlined in the plan. The employee is encouraged to share
39 progress with colleagues who would be able to provide support and assistance in
40 achieving Growth Plan goals.

1 **Section 25. Leaves**

2
3
4 1. Leaves with Pay

5
6 a. **Sick Leave:** An employee is entitled to accumulate sick leave on the basis of ten
7 (10) days per school year. Sick leave shall apply to illness or injury (including
8 disabilities caused or contributed to by pregnancy, miscarriage, abortion,
9 childbirth and recovery therefrom), or illness or injuries to family members
10 covered by the state Family Care Act, RCW 42.12.265-295. An employee
11 claiming sick leave benefits shall certify to the cause of the absence upon return to
12 service.

13
14 i. An employee claiming benefits of more than five (5) consecutive work days
15 from accumulated sick leave shall submit a medical report the sixth (6) work
16 day of illness and every thirty (30) work days thereafter while the illness
17 persists. In the case of a documented serious or life-threatening illness,
18 follow-up medical reports may be waived. In addition, an employee who
19 demonstrates a sudden change in or an irregular pattern of attendance may be
20 required to submit an initial medical report and follow-up reports.

21
22 ii. In addition, up to three (3) sick leave days per year shall apply to emergencies.

23
24 iii. The following conditions apply to emergencies:

25
26 a. The problem has been suddenly precipitated.

27
28 b. Preplanning is not possible.

29
30 c. Preplanning cannot relieve the necessity for the employee's absence.

31
32 d. The problem is not minor or of mere convenience, but of a serious nature.

33
34 e. Auto trouble shall not be considered an emergency except in case of an
35 accident.

36
37 f. Weather conditions shall not be considered an emergency.

38
39 g. Incarceration shall not be considered an emergency; provided, however, if
40 an employee is later acquitted, in fact, emergency leave will apply and will
41 be paid retroactively.

42
43 iv. **Supplemental Condition:** At the time of separation from District
44 employment due to retirement, resignation or death, an eligible employee or
45 the employee's estate shall receive remuneration at a rate equal to one (1) day
46 of the employee's per diem for each four (4) days of accumulated sick leave;

provided, however, no employee will receive compensation for sick leave accumulated in excess of one (1) day per month or for sick leave not earned.

- b. **Bereavement Leave:** The Board will allow up to five (5) days of paid bereavement leave at the time of death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner registered with the District's benefit trust or other government organization, mother, father, daughter, son, siblings, father in law, mother in law, son in law, daughter in law, grandmother, grandfather and grandchild.
- i. The Board will allow up to three (3) days of paid bereavement leave to attend or participate in family services in the event of the death of a sister in law or brother in law.
 - ii. The Board will allow one (1) day of paid bereavement leave for attendance at the funeral of an aunt, uncle, nephew or niece.
 - iii. Extensions may be granted by the Assistant Superintendent, Human Resources Department, in extenuating circumstances.
 - iv. Bereavement leave is non-accumulative.
- c. **Family Illness Leave:** Employees shall be granted a leave of absence with pay of not more than three (3) days during a school year, when such absence is occasioned by the illness of any relative, including foster or step children, residing in the household of the employee or the following family members which necessitates the presence of the employee: spouse, domestic partner registered with District's benefit trust or other government organization, mother, father, daughter, son or siblings. The employee will certify to the circumstances of the illness upon return to work. Such leave is non-accumulative and is not to be taken from sick leave. Additionally, benefits of federal and state Family and Medical Leave laws may apply.
- d. **Personal Leave:** Personal leave will be granted for up to two (2) days per year and is accumulative to a total of six (6) days. The following conditions apply to personal leave:
- i. If an employee is in a position which requires a substitute, said employee must call the Substitute Tracking system at least twenty-four (24) hours in advance of the absence in order to assure the availability of a substitute.
 - ii. Leave may not be used to extend a holiday, vacation, or break period or during the first (1st) or last five (5) days of the student school year.
 - iii. Leave may not be used for political purposes or en masse meetings/activities.

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

- 2
- 3 i. Any employee who is a member of the Washington National Guard or of any
- 4 organized reserve or armed forces unit of the United States shall be entitled to
- 5 and shall be granted military leave of absence from his or her employment for
- 6 a period not exceeding twenty-one (21) days during each fiscal year.
- 7
- 8 ii. Military leave shall be granted in order that the employee may take part in
- 9 active training duty when required to do so by the military service if such duty
- 10 cannot be taken during non-work days.
- 11
- 12 iii. When military leave is granted, the employee shall receive his or her regular
- 13 pay from the District.
- 14

15 f. **Jury Duty and Subpoena Leave:** Leave of absence with pay is allowed for jury

16 duty. Any compensation received for jury duty performed on work days will be

17 deducted from the employee's salary.

18

19 Leave of absence will be granted when an employee is subpoenaed to appear in an

20 official proceeding, if such proceeding does not involve self-employment, other

21 employment, or an action against the District.

22

23 Any compensation received while an employee is honoring a subpoena will be

24 deducted from regular salary, if it is determined that the employee is entitled to

25 leave of absence.

26

27 2. **Leaves Without Pay**

28

- 29 a. **Parental and Adoption Leave:** A female ParaEducator employee should notify
- 30 the Human Resources Department by the end of the fourth (4th) month of her
- 31 pregnancy to assist the Assistant Superintendent, Human Resources, in planning
- 32 for a replacement. Parental leave shall apply to male and female employees and
- 33 shall begin at a time determined suitable by the employee and the attending
- 34 personal physician after consultation with the Assistant Superintendent, Human
- 35 Resources, or an appointed designee. Insofar as possible, leave shall begin at a
- 36 time which is consistent with the orderly continuance of the educational program.
- 37
- 38 i. When the leave commences, the ParaEducator employee will indicate to the
- 39 Assistant Superintendent, Human Resources, the length of time he/she
- 40 anticipates being on leave. A female ParaEducator employee shall not be
- 41 required to leave work during pregnancy but shall be allowed to work as long
- 42 as she is capable of performing the duties of her job.
- 43
- 44 ii. If the employee returns to work within eight (8) calendar weeks after the birth
- 45 of the child and has the approval of her personal physician, she may return to
- 46 her previous assignment. Should the time exceed eight (8) calendar weeks

- 1 after the birth of the child the female employee may return to the first (1st)
2 available vacancy for which she is qualified.
3
- 4 iii. Parental leave shall not extend beyond eighteen (18) months of the date on
5 which the child was born or adopted, or the beginning of the next
6 semester/quarter after the eighteen (18) months of leave. Parental leave may
7 be shared by the parents if it does not exceed the amount of leave available
8 under the contract.
9
- 10 iv. A ParaEducator employee who is legally adopting a child (six (6) years or
11 younger) may have the privileges of parental leave. The leave shall commence
12 as soon as the child has been released to the care of the adopting parent(s). An
13 employee may choose to use paid sick leave and extraordinary leave before or
14 after the actual adoption for up to six (6) weeks if the adoption occurs within
15 the United States or up to eight (8) weeks if the adoption occurs outside the
16 United States up to the amount of his/her accrued paid leave. A ParaEducator
17 employee on parental leave for adoption may return to the first available
18 vacancy for which he/she is qualified. Reinstatement to previous assignment
19 shall be no later than the beginning of the following semester.
20
- 21 b. **Political Leave:** Upon request, employees may be granted political leave in
22 accordance with the following provisions:
23
- 24 i. With three (3) weeks' notice, an employee may be granted up to four (4) weeks
25 of continuous leave without pay for the purpose of campaigning for election.
26 If the employee is not elected to the political office, the employee shall return
27 to the same position held prior to the leave.
28
- 29 ii. If the employee is elected to the office, the Board may return the employee to
30 the same or mutually agreed upon position until such time that the elected term
31 of office necessitates leaving the assignment.
32
- 33 iii. Any employee may hold a political office and continue as an employee as long
34 as it does not interfere with an assignment.
35
- 36 iv. The Board may extend to the employee who is elected to a political office a
37 leave of absence without pay up to one (1) year. An employee may request an
38 extension of political leave annually.
39
- 40 v. At the conclusion of political leave, the employee will be given the same
41 consideration for returning to the position of last assignment. It will be
42 assumed that the employee wishes to return to the position of last assignment
43 unless the Superintendent is notified in writing by March 18, prior to the
44 expiration of the leave.
45

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

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

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

d. **Leave of Absence**

- i. An employee may be granted a leave of absence without pay not to exceed one (1) year after a completion of three (3) years of service to the District as a ParaEducator for the purpose of study or recuperation.
- ii. A leave of absence without pay to study entitles a ParaEducator to a normal salary increment provided that during the leave period a minimum of thirty-three (33) quarter hours or twenty-two (22) semester hours of college credit has been earned.
- iii. An employee granted a leave of absence in accordance with this section may return to his/her assignment at the conclusion of the leave provided that the leave is not more than 182 days during the same school year. During the term of the leave, the District may fill the position with a temporary or substitute replacement.

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

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

7
8 **Section 26. Damage to Car/Damage or Loss to Personal Property**
9

- 10 1. Damage to a vehicle parked in the school setting shall be covered by the individual's
11 insurance policy. All damages due to acts of God are the employee's responsibility.
12 However, when an employee's vehicle is damaged in a school setting by vandalism,
13 which includes a reportable hit-and-run incident, the District will reimburse the
14 amount of the employee's deductible to a maximum of \$1,000. Employees who have
15 vehicles which are not covered by insurance shall receive the same benefit. Damage
16 to an employee's vehicle by the District, or as the result of a District action, will be
17 fully covered per the District's coverage agreement in force at the time of the
18 incident.
19
20 a. A police report must be filed and copy of said report must be provided to the
21 District within 48 hours of the incident.
22
23 b. The reimbursement shall be a \$1,000 maximum reimbursement of actual expenses
24 for each loss.
25
26 c. If the employee files a claim to his/her insurance carrier, the District will
27 coordinate insurance benefits.
28
29 d. An employee must submit his/her claim on a form provided by the District. The
30 claim for reimbursement must be made to the District within fifteen (15) days of
31 the loss or damage, or the claim is waived.
32
33 e. The total obligation for reimbursement by the District for all participating
34 bargaining units is \$25,000 for each fiscal year.
35
36 2. The District will reimburse an employee for damage or loss of personal property,
37 including such things as eyeglasses and watches, or personal instruction/educational
38 equipment used by the employee in the course of his/her employment pursuant to the
39 following conditions:
40
41 a. A police report, if applicable, must be filed and copy of said report must be
42 provided to the District within 48 hours of the incident.
43
44 b. The reimbursement shall not exceed \$1,000 for each loss.
45
46 c. Reimbursement shall be based upon a reasonable estimate of current value.

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

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 27. Guidelines

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

8. Should an alleged offense rise to the level of gross misconduct, and in the District's view, the alleged offender poses a potential threat to the safe and orderly functioning of the District, the District may, at its own discretion, place the individual on paid administrative leave until such time as an investigation can be completed.
9. Any employee being disciplined or discharged shall be entitled to full and complete written notification, stating the precise reasons for the disciplinary action.

Section 28. Progressive Discipline

1. Discipline shall be progressive in nature as applied to the specific facts of the case involved.
2. With the exception of gross misconduct, discipline will follow a pattern of:
 - a. a written confirmation of a verbal warning,
 - b. a written reprimand,
 - c. suspension without pay, and
 - d. dismissal.
3. Examples of gross misconduct include theft, embezzlement, falsification of District documents, assault of a student or fellow employee, substance abuse, or flagrant disregard for clear and well-publicized District policies.
4. At the District's discretion, a Last Chance Agreement may be issued in lieu of termination.
5. Should there be no reoccurrence of discipline, the employee may request that the record be removed from the employee's personnel file eighteen months from the date of said discipline. Such requests shall be considered at the District's discretion and within legal and policy restrictions. If denied, the employee will be informed of the reason for the denial in writing within fifteen (15) days. Denials will not be arbitrary or capricious.
6. Last Chance Agreements and other discipline decline in relevance as time passes depending on the employee's behavior.

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**ARTICLE VIII
FURTHER PROVISIONS**

Section 29. Agreement Clause

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

Section 30. Savings Clause

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
2. It is the intent of the parties that the limitation in State law on compensation and benefits shall apply to this bargaining unit as a whole so that a violation will not adversely affect any other bargaining unit or the District.
3. If the District would be in violation of state law or would incur any penalty or decrease in state support as a result of the compensation and/or benefits provided herein, the excess compensation and benefits provided shall be reduced to the maximum amount legally allowable without the District incurring any penalty or reduction in support. The reduction in compensation shall be made on a prorata basis among all employees who received an increase in compensation under the collective bargaining agreement. The reduction in insurance benefits shall be made by reducing the maximum benefit being received by any employee to the point where the District is in compliance with the law. Any overpayment in compensation and/or benefits may be collected from the employee or offset against future payments as determined by the District after meeting with the Federation. If a final and binding decision is made declaring any compensation or benefit limitation unlawful, provisions of this contract affected by the ruling shall be reopened and the District and the Federation shall renegotiate the provisions in accordance with the law. A final and binding decision is a final decision of the Supreme Court of the State of Washington, or a final decision of the Superior Court, State of Washington, in an action in which the District is a party and which is not appealed within the time permitted by law.

Section 31. Amendment Clause

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

1 **Section 32. Copies of Agreement Clause**

- 2
- 3 1. The District will endeavor to post on the District website a copy of this Agreement
- 4 and any amendments thereto no later than forty-five (45) work days following the
- 5 execution of the Agreement by the District and the Federation.
- 6
- 7 2. The District will provide the Federation with seventy-five (75) hard copies of the
- 8 Agreement, and additional copies upon request and any amendments thereto.
- 9

10 **Section 33. Duration Clause**

11

12 This Agreement shall be in full force and effect from September 1, 2017 to August 31,

13 2020 provided however, that in the event of a levy failure or significant loss of state or

14 federal funding, applicable section(s) of the Agreement may be reopened at the request of

15 either party.

16

17 **Section 34. Reopeners**

18

19 This Agreement shall be reopened at the request of either party to consider the impact of

20 legislation enacted following the execution of this Agreement which affects the terms and

21 conditions herein.

22

1 **AGREEMENT**

2
3 This agreement is made and entered into by and between Tacoma School District No. 10
4 and the Tacoma Federation of ParaEducators, Local No. 461, AFT/AFL CIO.
5

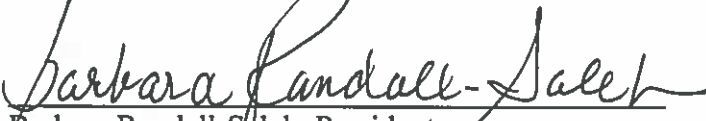
6 TCOMA SCHOOL DISTRICT NO. 10
7

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11 Catherine Ushka, President,
12 Board of Directors
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14

7/13/17
Date

15 TACOMA FEDERATION OF PARAEDUCATORS, A CHAPTER WITHIN
16 LOCAL NO. 461, AFT/AFL CIO.
17

18 
19

20 Barbara Randall-Saleh, President,
21 Tacoma Federation of ParaEducators
22

8-9-17
Date

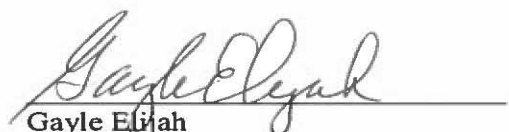
Memorandum of Understanding Regarding Family Resource Coordinator Placement

In an effort to assist Family Resource Coordinators (FRC) with position placement, the District and ParaEducator Union agree to the following:

FRC ParaEducator positions being displaced in the 2016-17 school year will be given preferential treatment for interview regardless of seniority, for a position at a PA-6 or higher, that they have applied and qualify for. The Union will be notified if an FRC is interviewed and does not secure the position over an outside hire, with the reasons why.


This memorandum will be in effect until August 31, 2019.

For the District:


Gayle Elijah
Director of Employee and Labor Relations
Human Resources

5-16-17
Date

For Tacoma Federation of ParaEducators:


Barbara Randall-Saleh
President,
Tacoma Federation of ParaEducators

5-16-17
Date

Memorandum of Understanding Regarding Regular Class Coverage by ParaEducators

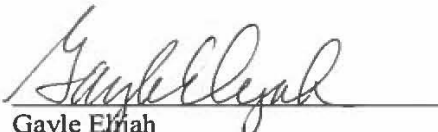
ParaEducators will be given the opportunity to volunteer to cover classes on a regular basis. The intent of the parties is that this assignment will be strictly a volunteer commitment on the part of the ParaEducator.

Class coverage on a regularly scheduled basis is coverage for the purpose of providing teacher planning time and student intervention time, over time. Class coverage on a regularly scheduled basis is not for the purpose of providing respite for teachers or to abdicate teaching responsibilities to ParaEducators. The following applies to regularly scheduled class coverage:

1. Administration or a certificated teacher will be responsible to respond timely to any student behavior concerns during the class period.
2. No class period will extend beyond 30 minutes per class.
3. Student activity during the class period will be activities pre-determined by administration or a certificated teacher. (example: online learning)
4. ParaEducators will not be responsible for instructional practices, planning, grading, or direct instruction of specific content areas.
5. ParaEducators will be paid an additional \$2.00 dollars per hour for coverage of classes on a regularly scheduled basis.
6. The District and the Federation will discuss the possible continuation of this Agreement no later than April 1, 2018.


This memorandum will be in effect until August 31, 2018.

For the District:


Gayle Eljah
Director of Employee and Labor Relations
Human Resources

5-16-17
Date

For Tacoma Federation of ParaEducators:


Barbara Randall-Saleh
President,
Tacoma Federation of ParaEducators

5-16-17
Date

**Memorandum of Understanding
Regarding ParaEducator Classification Review and
Classification of ASL Interpreters**

This Memorandum of Understanding is entered into by the Tacoma School District ("the District") and the Tacoma Federation of ParaEducators Local 461, AFT/AFL-CIO.

This MOU is a revision of the MOU signed by both parties 8/20/15. The District and the Tacoma Federation of ParaEducators agree to the following for the 2016-2019 school year:

- 1) Sign Language Interpreters will be classified for pay on the ParaEducator salary schedule, PA-8 through PA-10 (attached).
- 2) A regular Sign Language Interpreter's day will be 7 hours per day.
- 3) All current Sign Language Interpreters will be designated for pay at PA-8 unless they provide evidence of higher qualification for placement at another level, as follows:
 - a) A Sign Language Interpreter who graduates from an interpreter training program with an AA degree or higher and who has earned a score of at least 3.5 or higher on the Educational Interpreter Performance Assessment (EIPA) would be eligible to move to the PA-9 level following completion and notice to the District of the degree/test. For horizontal placement on the schedule, the Interpreter will retain their years of experience as an interpreter.
 - b) A Sign Language Interpreter who graduates from an interpreter training program with a BA degree or higher and who has earned a score of at least 4.0 or higher on the Educational Interpreter Performance Assessment (EIPA) would be eligible to move to the PA-10 level following completion and notice to the District of the degree/test. A Sign Language Interpreter who has National Interpreter Certification (NIC), Certificated Deaf Interpreter (CDI), Certificate of Interpretation (CI), or National Association of the Deaf (NAD) Level IV or above certification would also be eligible to move to the PA-10 level following notice to the District of the certification and test scores.
- 4) The District will pay a one-time testing fee for any Sign Language Interpreters employed by the District who have not yet passed the EIPA. Testing will include both the written and performance tests. Additional testing fees are the responsibility of the employee and may be paid for using professional development funds.
- 5) As of September 1, 2016, any current employee who has not yet met the standard of a 3.5 or above on the EIPA exam, or have a national interpreter certification, as well as having passed the EIPA written exam, shall have one year to reach the standard. A newly hired interpreter will have up to two years to meet the standard. Such employees who do not meet the standard under these conditions will be displaced, per the bargained agreement.

11/29/2016

- 6) For buildings to which four (4) or more Sign Language Interpreters are deployed, a "Lead Interpreter" will be designated, and the rate of pay will be increased by \$.50 per hour for the duration of employment at this designation. The Lead Interpreter will be a 7.5 hour per day position responsible for daily coordination of building interpreter services, in collaboration with District Interpreter Coordinator, including, but not limited to any ADA accommodations needed for before- and after-school meetings, activities, conferences, and trainings. Lead interpreters will be hired in accordance with the collective bargaining agreement between Tacoma School District and the Tacoma Federation of ParaEducators, Section 20. Hiring Process.
- 7) Contract interpreters may be used based on need, and at the discretion of the Program Administrator or District Interpreter Coordinator.
- 8) An overtime rate of time and one-half will be paid for any hours in service of students and staff beyond a 40-hour work week.
- 9) District-employed Sign Language Interpreters will have the opportunity to perform ADA and staff-related services within the District outside of their regularly assigned deployment and will be compensated as described herein.
- 10) Any revisions to state requirements regarding Sign Language Interpreter certification will trigger the revision of this MOU.

This agreement remains in effect September 1, 2016- August 31, 2019.

At any time this agreement is in effect, the Union or the District may bring issues to Labor Management for discussion and problem solving.

For the District:

_____

Date: 11/29/16

For the Union:

_____

Date: 11-29-16

11/29/2016

**PARA-EDUCATOR (PA)
2017-18 SALARY SCHEDULE
Effective September 1, 2017**

Hourly Rates

CLASSIFICATION	01 B	02 C	03 D	04 E	05 F	06 G	07 H	08 I	09 J	10 K	After completion of 16 yrs. L	After completion of 20 yrs. M
PA-2	13.3254	14.0125	14.5306	15.0038	15.5331	16.0739	16.5920	17.1102	17.6283	18.1803	18.4303	18.6803
	13.8254	14.5125	15.0306	15.5038	16.0331	16.5739	17.0920	17.6102	18.1283	18.6803	18.9303	19.1803
PA-3	14.4181	14.9250	15.4431	15.9726	16.4906	16.9863	17.5382	18.0563	18.5744	19.1152	19.3652	19.6152
	14.9181	15.4250	15.9431	16.4726	16.9906	17.4863	18.0382	18.5563	19.0744	19.6152	19.8652	20.1152
PA-4	15.4206	15.9499	16.4455	16.9412	17.5043	17.9775	18.5182	19.0475	19.5544	20.0952	20.3452	20.5952
	15.9206	16.4499	16.9455	17.4412	18.0043	18.4775	19.0182	19.5475	20.0544	20.5952	20.8452	21.0952
PA-5	16.4682	16.9750	17.5270	18.0451	18.5407	19.0587	19.5544	20.0952	20.6245	21.1652	21.4152	21.6652
	16.9682	17.4750	18.0270	18.5451	19.0407	19.5587	20.0544	20.5952	21.1245	21.6652	21.9152	22.1652
PA-6	18.5294	19.0363	19.5431	20.0952	20.6020	21.1313	21.6045	22.1452	22.6745	23.1745	23.6745	24.1745
PA-7	20.1098	20.6133	21.1428	21.6045	22.1789	22.6745	23.1928	23.7221	24.2517	24.7517	25.2517	25.7517
PA-8 Sign Language Interpreter (No AA)	21.3897	21.7426	22.0955	22.4592	22.8228	23.1971	23.5714	23.9457	24.3199	24.6941	25.0683	25.4425
Lead (+\$.50)	21.8897	22.2426	22.5955	22.9592	23.3228	23.6971	24.0714	24.4457	24.8199	25.1941	25.5683	25.9425
PA-9 Sign Language Interpreter (AA + EIPA 3.6)	24.5981	24.9511	25.3040	25.6676	26.0313	26.4055	26.7799	27.1541	27.5283	27.9025	28.2767	28.6509
Lead (+\$.50)	25.0981	25.4511	25.8040	26.1676	26.5313	26.9055	27.2799	27.6541	28.0283	28.4025	28.7767	29.1509
PA-10 Sign Language Interpreter (BA + EIPA 4.0 + Nat'l Cert)	25.8676	26.0206	26.3734	26.7371	27.1008	27.4750	27.8493	28.2135	28.5877	28.9519	29.3261	29.6903
Lead (+\$.50)	26.1676	26.5206	26.8734	27.2371	27.6008	27.9750	28.3493	28.7135	29.0877	29.4519	29.8261	30.1903
Substitutes	13.3254	==> Subs paid at PA2, step B										

Includes 2.5% negotiated increase plus 2.3% state negotiated pass through.

Paraeducators shall receive a \$0.25 per hour longevity incentive in September following the conclusion of their fifteenth (15) year

and following their twentieth (20) year.

Effective 2006-07 for classifications PA2-PA5, current employees (hired prior to 9/1/05) on the forty-five (45) credits line will be "Grandfathered" to the AA Degree line. No new employees (hired on or after 9/1/05) will be eligible for the AA Degree line without having earned an AA Degree.

Newly hired Health Room Assistant Nurse will be placed at PA-6, Step 1. If they are registered nurses, they will be placed at PA-6, Step K.

Sign Language Interpreters who are currently classified as PA-7, will be considered "Sign Language Interpreters" for the 2015-2016 school year and will be classified for pay on a new salary schedule, PA-8 through PA-10.

Approved by:

[Signature]
Assistant Superintendent of Human Resources

Date

8-28-17

Chief Financial Officer

[Signature]

Date

8-29-17

Tacoma Public Schools
2017-18 School Year Student Calendar *Updated 5/24/2017

1st District Data Day
(no school)

4th Labor Day Holiday

5th Teacher Workshop Day
(no school)

6th First Student Day

11th Kindergarten Start Date

18 days

SEPTEMBER 17						
S	M	T	W	Th	F	S
					D	2
3	H	N	SS	7	8	9
10	KS	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 17						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	*26	D	28
29	30	31				

26th Kindergarten Data Day
*No school for Kindergarten students only

27th District Data Day
(no school)

21 days

10th Veterans' Day Holiday
(observed)

22nd, 23rd, 24th
Thanksgiving Break

18 days

NOVEMBER 17						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	H	11
12	13	14	15	16	17	18
19	20	21	H	H	H	25
26	27	28	29	30		

DECEMBER 17						
S	M	T	W	Th	F	S
					*1	2
3	4	5	*6	E	E	9
10	11	12	13	14	15	16
17	N	N	N	N	H	23
24	H	N	N	N	H	30
31						

1st Elementary Trimester Break
*No school for elementary students only

6th Elementary Conferences
*Early Release grades K-5

7th, 8th All Grades Conferences
Early Release grades K-12

Dec 18 – Jan 1 Winter Break/
No school

10 days – elementary students
11 days – secondary students

1st New Year's Day

2nd School resumes

12th District Data Day
(no school)

15th Martin Luther King Jr. Day

20 days

JANUARY 18						
S	M	T	W	Th	F	S
	H	SS	3	4	5	6
7	8	9	10	11	D	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 18						
S	M	T	W	Th	F	S
				1	*2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	H	20	21	22	23	24
25	26	27	28			

2nd Secondary Semester Break
*No school for middle and high school students

5th Second semester begins

19th Presidents' Day Holiday

19 days – elementary students
18 days – secondary students

8th, 9th All Grades Conferences
Early Release for all students

19th District Data Day
(no school)

20th Third trimester begins

21 days

MARCH 18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	E	E	10
11	12	13	14	15	16	17
18	D	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 18						
S	M	T	W	Th	F	S
1	N	N	N	N	N	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2nd – 6th Spring Break

16 days

28th Memorial Day Holiday

22 days

MAY 18						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	H	29	30	31		

JUNE 18						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	E	16
17	S	S	S	S	22	23
24	25	26	27	28	29	30

15th Last Day of School/
Early Release

18th, 19th, 20th, 21st
Snow make-up days,
if needed

11 days

D = District Data Day (no school) H = Holiday (no school) N = Non-School Day SS = School Starts
 KS = Kindergarten Start Date E = Early Release S = Snow Make-Up Day

Tacoma Public Schools
2017-18 10-month ParaEducator Calendar
182 days + 11 holidays

1st District Data Day
 (ParaEducators first day of work)

4th Labor Day Holiday

5th All Para Staff Work Day
 (staff only, no students)

6th First Student Day

11th Kindergarten Start Date

20 days

SEPTEMBER 17						
S	M	T	W	Th	F	S
					1	2
3	H	5	SS	7	8	9
10	KS	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 17						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	*26	27	28
29	30	31				

26th Kindergarten Data Day
 *No school for Kindergarten
 students only
 *All Para Staff Work Day

27th District Data Day (staff only,
 no students)

22 days

10th Veterans' Day Holiday
 (Observed)

22nd Non-Work Day

23rd, 24th
 Thanksgiving Break

18 days

NOVEMBER 17						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	H	11
12	13	14	15	16	17	18
19	20	21	N	H	H	25
26	27	28	29	30		

DECEMBER 17						
S	M	T	W	Th	F	S
					*1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	N	N	N	N	H	23
24	H	N	N	N	H	30
31						

1st Elementary Trimester Break
 *All Para Staff Work Day

Dec 18 – Jan 1 Winter Break/
 No school

22nd, 25th Christmas Eve & Christmas
 Day Holidays (observed)
 29th New Year's Eve Holiday
 (observed)

11 days

1st New Year's Day

2nd School resumes

12th District Data Day
 (staff only, no students)

15th Martin Luther King Jr. Day

21 days

JANUARY 18						
S	M	T	W	Th	F	S
	H	SS	3	4	5	6
7	8	9	10	11	12	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 18						
S	M	T	W	Th	F	S
				1	*2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	H	20	21	22	23	24
25	26	27	28			

2nd Secondary Semester Break
 *All Para Staff Work Day

19th Presidents' Day Holiday

19 days

19th District Data Day
 (staff only, no students)

22 days

MARCH 18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 18						
S	M	T	W	Th	F	S
1	N	N	N	N	N	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2nd – 6th Spring Break

16 days

28th Memorial Day Holiday

22 days

MAY 18						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	H	29	30	31		

JUNE 18						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	S	S	S	S	22	23
24	25	26	27	28	29	30

15th Last Day of School

18th, 19th, 20th, 21st
 Snow make-up days,
 if needed

11 days

N = Non-Work Day H = Holiday (no school) SS = School Starts S = Snow Make-Up Day

Tacoma Public Schools
2017-18 12-month ParaEducator Calendar – Revised 6/05/2017
 247 days + 13 Holidays

1st District Data Day
(ParaEducators first day of work)

4th Labor Day Holiday

5th All Para Staff Work Day
(staff only, no students)

6th First Student Day

11th Kindergarten Start Date

20 days

SEPTEMBER 17						
S	M	T	W	Th	F	S
					1	2
3	H	5	SS	7	8	9
10	KS	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 17						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	*26	27	28
29	30	31				

26th Kindergarten Data Day
*No school for Kindergarten students only
*All Para Staff Work Day

27th District Data Day
(staff only, no students)

22 days

10th Veterans' Day Holiday
(observed)

22nd Non-Work Day

23rd, 24th Thanksgiving Day Break

18 days

NOVEMBER 17						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	H	11
12	13	14	15	16	17	18
19	20	21	H	H	H	25
26	27	28	29	30		

DECEMBER 17						
S	M	T	W	Th	F	S
					*1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	H	23
24	H	26	27	E	H	30
31						

1st Elementary Trimester Break
*All Para Staff Work Day

22nd, 25th Christmas Eve (observed) & Christmas Day Holidays

29th New Year's Eve Holiday
(observed)

18 days

1st New Year's Day

2nd School resumes

15th Martin Luther King Jr. Day

26th District Data Day
(staff only, no students)

21 days

JANUARY 18						
S	M	T	W	Th	F	S
	H	2	3	4	5	6
7	8	9	10	11	12	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	H	20	21	22	23	24
25	26	27	28			

2nd Secondary Semester Break
*All Para Staff Work Day

19th Presidents' Day Holiday

19 days

19th District Data Day
(staff only, no students)

22 days

MARCH 18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 18						
S	M	T	W	Th	F	S
1	2	3	4	5	N	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6th Friday of Spring Break
(non-work day)

20 days

28th Memorial Day Holiday

22 days

MAY 18						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	H	29	30	31		

JUNE 18						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	E	16
17	S	S	S	S	22	23
24	25	26	27	28	29	30

15th Last Day of School

18th, 19th, 20th, 21st
Snow make-up days,
if needed

21 days

4th Independence Day Holiday

21 days

JULY 18						
S	M	T	W	Th	F	S
1	2	3	H	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 18						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23 days

H = Holiday N = Non-Work Day SS = School Starts KS = Kindergarten Starts E = Early Release

Employee Name	Employee Number	<input type="checkbox"/> Annual <input type="checkbox"/> Probation <input type="checkbox"/> Transfer <input type="checkbox"/> Sixty (60) working days
Location	Position	
Evaluation Date	Academic Year	
Evaluator	Contributing Evaluators	

Rating Key:	1 - Unsatisfactory 2 - Needs Improvement 3 - Meets Expectations 4 - Exemplary NA - Not Applicable	Ratings of 1, 2, and 4 must include specific examples in the spaces provided for comments.
-------------	--	--

1.	Relationships: Students, Parents, and Staff	1	2	3	4	NA
A.	Establishes and maintains appropriate relationships and boundaries with:					
	Students					
	Parents					
	Staff					
B.	Respects and values the unique individual needs and diversity of:					
	Students					
	Parents					
	Staff					
Comments:						
2.	Job Skills	1	2	3	4	NA
A.	Follows applicable safety procedures					
B.	Follows applicable District/School/Program policies and procedures					
C.	Demonstrates effective problem-solving and judgment in responding to specific issues related to student achievement, including when to act on his/her own or refer to appropriate supervisor					
D.	Utilizes range of strategies to effectively perform duties					
E.	Effectively applies technical knowledge and/or skills required to perform duties					
F.	Demonstrates interest, initiative, and follow-through on assignments					
Comments:						

3.	Communication	1	2	3	4	NA
A.	Demonstrates appropriate confidentiality					
B.	Uses clear, appropriate oral and written language					
C.	Communicates clear directions effectively					
Comments:						
4.	Attendance and Punctuality	1	2	3	4	NA
A.	Practices good attendance habits.					
B.	Comes to work on time and demonstrates high degree of punctuality during the workday.					
Comments:						
5.	Overall Rating for the Academic Year	1	2	3	4	
	Overall performance including relationships, job skills, communication, attendance, and punctuality					

Goals and objectives for next evaluation period:

Additional comments:

Evaluator Signature

Date

The signature below does not necessarily imply that the employee agrees with the preceding report but only that he/she has seen and discussed it with the evaluator/supervisor. (Employee may attach comments to this evaluation, if desired.)

Employee Signature

Date

The following may be completed at the employee's option:

- ☐ I agree with the evaluation
- ☐ I disagree with the evaluation
- ☐ Employee's addenda attached
- ☐ Employee's addenda to follow

For purpose(s) of: ☐ Evaluation ☐ Professional Development ☐ Both

Name:	School Year:	School/Subject(s):
Proposed Goal #1:		
Aligns with Strategic Goal(s): <input type="checkbox"/> Academic Excellence <input type="checkbox"/> Partnerships <input type="checkbox"/> Early Learning <input type="checkbox"/> Safety		
Professional Development steps you will take to accomplish this goal	Proposed timeline to complete the steps	Professional Development you have already taken to apply toward this goal
Proposed Goal #2:		
Aligns with Strategic Goal(s): <input type="checkbox"/> Academic Excellence <input type="checkbox"/> Partnerships <input type="checkbox"/> Early Learning <input type="checkbox"/> Safety		
Professional Development steps you will take to accomplish this goal	Proposed timeline to complete the steps	Professional Development you have already taken to apply toward this goal
Proposed Goal #3:		
Aligns with Strategic Goal(s): <input type="checkbox"/> Academic Excellence <input type="checkbox"/> Partnerships <input type="checkbox"/> Early Learning <input type="checkbox"/> Safety		
Professional Development steps you will take to accomplish this goal	Proposed timeline to complete the steps	Professional Development you have already taken to apply toward this goal

Employee

Signature

Date

Evaluator

Signature

Date

Principal/Supervisor

Signature

Date

**Classified ParaEducator Staff Compensation for
Covering a Certificated Staff Class or Head Start / ECEAP Class**

To: Payroll Office

From: _____

Employee ID No. _____

Position: _____

Location: _____

Absence Management Job No. _____

UP TO FIVE (5) DAYS PER FORM MAY BE SUBMITTED

- A.** Based on Article VI, Section 17, additional compensation is hereby requested for providing class coverage on the following date(s):

PLEASE CHECK ONE:

ParaEducator

(Regular pay and \$10/hour for each occurrence)

☐ Total Hours _____ x \$10.00 = _____

Head Start/ECEAP ParaEducator

(Regular pay and \$2.75/hour for each occurrence)

☐ Total Hours _____ x \$ 2.75 = _____

Date(s)					
Hours					

For a class normally assigned to: _____
(Associate's/Teacher's full name)

HED Earnings Code: CLCV/229

- B. SPECIAL ACCOUNTING:** Enter the new accounting information only if the accounting is to be overridden:

Company	Accounting Unit	Account	Activity	Category

- **Be sure all appropriate signatures appear below before submitting this form to the Payroll Office**

Employee's Signature _____

Date _____

Administrator's Signature (BRC Authority) _____

Date _____

PLEASE NOTE: Requests received in the Payroll Office by the end of each pay period will normally be processed for pay on the following pay period. Pay will be included on the pay warrant under Pay Code "Cls Cov."

**PLEASE SUBMIT THIS FORM TO THE PAYROLL OFFICE WITHIN 2 WEEKS.
RETAIN A COPY FOR YOUR RECORDS.**

Tacoma Public Schools
ParaEducator Pre-Approved Request to Perform Extra Work for Compensatory Time/Extra Pay

PRIOR APPROVAL REQUIRED

Date Submitted _____

Employee Name _____

Employee ID# _____

School/Site Location _____

Directions: Submit one form for each payroll period for days you worked over your regular hours.

Date(s)															Total Extra Hours
Extra Hours															

Reason for extra hours: _____

Employee: Select method of reimbursement:

- ☐ **Pay:** For extra work hours, up to and including 40 hours, reimbursement is at regular hourly rate.
- ☐ **Compensatory Time:** For extra work hours, up to and including 40 hours, compensatory time is at regular hourly rate.

OR,

- ☐ **Pay:** For extra work hours over a 40-hour week, reimbursement is at rate of 1.5 hours for each 1.0 hour over 40 hours/week.
- ☐ **Compensatory Time:** For extra work hours over a 40-hour week, compensatory time is 1.5 hours for each 1.0 hour over 40 hours/week.

Requestor Signature

Date

Supervisor Authorization

Date

BRC Authorization

Date

**CELL PHONE TEXT STIPEND
AUTHORIZATION FORM**

EMPLOYEE NAME _____ EMPLOYEE ID # _____
(Last) (First)

JOB TITLE _____ LOCATION # _____

CELL PHONE NUMBER _____ EMPLOYEE SCHOOL/DEPARTMENT _____

Name of Identified Student *(if not completed, form will be returned)*: _____

\$10 per month Cell Phone “Texting” stipend (DHH Interpreters Only) - Job responsibilities require the employee to use their personally-owned cell phones to text students based upon need during scheduled work hours.

The monthly cell phone stipend shall be paid in the first payroll period of each month.

- **Stipends shall be charged to the default accounting of the employee (i.e., the BRC where the employee is charged)**
- This is a non-accountable plan, therefore additional receipts and documentation are not required.
- Cell phone stipend is not eligible for reporting to the Department of Retirement Systems.
- Cell phone stipend is subject to applicable payroll taxes.
- Requests for retroactive stipends will not be considered.
- Cell phone and accessories furnished by the employee.

By accepting the monthly cell phone “texting” stipend, I do hereby agree to use my own personal cell phone so that I may be in contact with the identified student during regularly scheduled work day. I agree to have a working cell phone and to furnish the District with a valid working cell phone number at all times. I further agree to contact my supervisor and payroll office if I change or cancel cell phone services. Failure to contact the payroll office may result in a repayment of the stipend.

Employee Signature Title Date

By authorizing the monthly cell phone stipend, I do hereby agree to keep a valid cell phone number on file for the employee listed above. I agree to contact the payroll office to discontinue the stipend when appropriate (job change or employee canceled his/her cell phone services).

BRC Authority Title Date

Cabinet Member Signature Date

PAYROLL: STIPEND SET-UP

(Initial)

(Date)