

# **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**

## **BOARD OF DIRECTORS**

**Catherine Ushka, President**  
**Andrea Cobb, Vice President**  
**Debbie Winskill**  
**Scott Heinze**  
**Karen Vialle**

## **SUPERINTENDENT**

**Carla J. Santorno**

**Tacoma Federation of ParaEducators**  
**Local 461, AFT/AFL-CIO**  
**3049 South 36<sup>th</sup> St., Suite 214**  
**Tacoma, WA 98409**  
**(253) 473-2033**

**Tacoma School District No. 10**  
**P.O. Box 1357**  
**Tacoma, WA 98401-1357**  
**(253) 571-1000**

# TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I	
DEFINITIONS AND RECOGNITION.....	1
Section 1. Definitions.....	1
Section 2. Recognition, Unit Designation and Labor Management Meetings .....	2
ARTICLE II	
MANAGEMENT RIGHTS .....	2
Section 3. Management Rights .....	2
ARTICLE III	
GRIEVANCE PROCEDURES .....	3
Section 4. Guidelines .....	3
Section 5. Steps.....	4
ARTICLE IV	
GENERAL AGREEMENT PROVISIONS.....	5
Section 6. Negotiation Procedures.....	5
Section 7. Equitable Treatment.....	6
Section 8. Rights of the Federation.....	6
ARTICLE V	
WAGES AND BENEFITS.....	8
Section 9. Wages.....	8
8. Insurance Benefits.....	10
Section 10. Professional Development .....	13
Section 11. School Year.....	16
Section 12. Additional Hours and/or Compensatory Time.....	16
Section 13. Sign Language Interpreters .....	17
Section 14. Summer School.....	17
ARTICLE VI	
GENERAL CONDITIONS .....	17
Section 15. Program Procedures .....	17
Section 16. Personnel Files .....	21
Section 17. Seniority .....	21
Section 18. Assignments and Transfers .....	22
Section 19. Hiring Process.....	23
Section 20. 420-Hour Employees .....	24
Section 21. Administrative Transfer .....	24
Section 22. Classification.....	25
Section 23. Layoff and Recall.....	26
Section 24. Employee Performance.....	29
2. Unsatisfactory Performance/Probation .....	31
Section 25. Leaves .....	33

Section 26. Damage to Car/Damage or Loss to Personal Property .....	38
ARTICLE VII	
DISCIPLINE AND DISCHARGE .....	39
Section 27. Guidelines .....	39
Section 28. Progressive Discipline .....	40
ARTICLE VIII	
FURTHER PROVISIONS.....	41
Section 29. Agreement Clause.....	41
Section 30. Savings Clause .....	41
Section 31. Amendment Clause.....	41
Section 32. Copies of Agreement Clause .....	42
Section 33. Duration Clause .....	42
Section 34. Reopeners.....	42
AGREEMENT .....	43
Memorandum of Understanding Regarding Family Resource Coordinator Placement.....	44
Memorandum of Understanding Regarding Regular Class Coverage by ParaEducators .....	45
Memorandum of Understanding Regarding ParaEducator Classification Review and Classification of ASL Interpreters .....	46
APPENDIX I - Salary Schedule .....	48
APPENDIX II - 2017-2018 School Calendar.....	49
APPENDIX III - 2017-2018 182 10-month Day Work Schedule .....	50
APPENDIX IV - 2017-2018 247 12-month Day Work Schedule.....	51
APPENDIX V - 2017-2018 Performance Evaluation Form .....	52
APPENDIX VI - 2013-2014 Personal Professional Growth Plan .....	54
APPENDIX VII - Request for Compensation for Covering a Class Form.....	55
APPENDIX VIII - ParaEducator Pre-Approved Request to Perform Extra Work for Compensatory Time/Extra Pay Form .....	56
APPENDIX IX – Cell Phone Text Stipend Authorization Form.....	57



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

- 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**  
38

39 **Section 3. Management Rights**  
40

- 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

- 1 2. It is agreed that the customary and usual rights, powers, functions, and authority of  
2 management are vested in management officials of the District. Included in these  
3 rights in accordance with applicable laws and regulations are the right to direct the  
4 work force; the right to hire, promote, retain, transfer and assign employees in  
5 positions; the right to suspend, discharge, demote, or to take other disciplinary action  
6 against employees; and the right to release employees from duties because of lack of  
7 work or other legitimate reasons. The District shall retain the right to maintain  
8 efficiency of the District operation by determining the methods, the means, and the  
9 personnel by which such operations are conducted.

10  
11 **ARTICLE III**  
12 **GRIEVANCE PROCEDURES**  
13

14 **Section 4. Guidelines**  
15

- 16 1. A grievance is a claim based upon an alleged violation or misapplication of the  
17 provisions of this agreement and/or District policies and procedures.  
18
- 19 2. The intent of a grievance procedure is to provide a fair and respectful way to resolve  
20 disputes between the Federation and the District. Every effort should be made by  
21 both parties to resolve and settle these differences at the lowest possible level.  
22
- 23 3. Any reference to "days" in this Article shall be understood to mean work days.  
24
- 25 4. Any member of the bargaining unit filing a grievance shall have the right to  
26 Federation representation at any and all levels of the proceedings.  
27
- 28 5. Any individual involved in grievance proceedings as a grievant, a witness, a  
29 representative, or otherwise, shall not suffer any restraint, interference,  
30 discrimination, coercion, or reprisal as a result of his or her reasonable participation  
31 in the process.  
32
- 33 6. Grievances may be settled at any step, and nothing in this agreement shall preclude an  
34 informal settlement, agreed upon by both parties, at any step contained in this  
35 process.  
36
- 37 7. Timelines within this process shall be strictly adhered to, unless extended by mutual  
38 agreement. Extensions to established timelines may be granted by mutual agreement  
39 between Human Resources and the Federation not to exceed fifteen (15) days. Such  
40 agreement will be documented in writing and needs to be received by  
41 timeline/deadline.  
42
- 43 8. If the grievance is not filed within forty-five (45) days of the act or the creation of the  
44 condition on which the grievance is based, then the grievance shall be waived.  
45

- 1 9. The Federation shall be the sole and exclusive bargaining representative in the  
2 processing of all grievances.  
3
- 4 10. Any individual within the bargaining unit may file a grievance and carry it through  
5 Step II. Pursuing a grievance beyond Step II requires that the Federation assume full  
6 and complete control of such an action.  
7
- 8 11. A grievance may be filed by the Federation if it is an alleged contract violation. At  
9 the Federation's discretion, such grievances may be filed at Level II and processed as  
10 if the Federation were an employee. If no employee is named in the grievance, the  
11 Federation must provide sufficient information to permit the District to investigate,  
12 resolve or adjudicate the grievance.  
13

#### 14 **Section 5. Steps**

- 15
- 16 **1. Level I- Informal:** An employee with a grievance shall discuss the grievance first  
17 with his/her immediate supervisor. Every effort shall be made to resolve the  
18 grievance at this level in an informal manner.  
19
- 20 **2. Level II – Written Informal:** Any dispute or alleged agreement violation shall be  
21 submitted in writing, on an Official Grievance Form, to the employee's supervisor.  
22 Within ten (10) work days of its receipt, the supervisor shall schedule a meeting with  
23 the affected parties within five (5) work days. A representative from Human  
24 Resources or designee may attend the meeting at the request of either party. The  
25 supervisor shall send the employee and the Federation a written summary of the  
26 outcome of the meeting within ten (10) work days of the meeting.  
27
- 28 **3. Level III – Formal:** If no resolution has been reached, the aggrieved party is not  
29 satisfied with said resolution, or no decision has been made within ten (10) work days  
30 of the Level II meeting, the grievance may be submitted to the Assistant  
31 Superintendent for Human Resources. Within ten (10) work days of receipt a  
32 meeting with the affected parties or a hearing with the Superintendent or designee  
33 shall be scheduled. Fifteen (15) work days after the meeting or hearing the District's  
34 decision on the disposition of the grievance shall be rendered. Any settlement of the  
35 grievance shall be implemented in a timely manner within the technical ability of the  
36 District.  
37
- 38 **4. Level IV- Alternative Dispute Resolution:** If the Federation is not satisfied with the  
39 District's decision they shall have five (5) work days to submit the grievance, along  
40 with a written request for Alternative Dispute Resolution (ADR), to the  
41 Superintendent. Within five (5) work days of receipt, the Superintendent, or  
42 designee, and the Federation shall mutually agree to one of the following, or other  
43 mutually acceptable, forms of ADR in an attempt to resolve the matter:  
44
  - 45 a. Settlement between the parties; or  
46

1 b. Mediation utilizing the services of either the Public Employment Relations  
2 Commission (PERC) or the Federal Mediation and Conciliation Services (FMCS).  
3

4 5. **Level V- Binding Arbitration:** If no resolution is reached in Level III, the  
5 Federation shall have fifteen (15) work days to opt for binding arbitration by  
6 informing the Superintendent in writing and requesting a list of at least five (5)  
7 arbitrators from the American Arbitration Association or the Public Employment  
8 Relations Commission (PERC). Within ten (10) work days of receiving the list,  
9 representatives from the Federation and the District shall meet to mutually decide  
10 upon an arbitrator.  
11

12 a. The arbitrator's findings will be submitted in writing as soon as possible to the  
13 Federation and the District, and shall set forth findings of fact, reasoning and  
14 conclusions on the issues submitted. The arbitrator's decision shall be consistent  
15 with existing statutes and shall be binding on both parties.  
16

17 b. The fees and expenses of the arbitrator shall be shared equally by the Federation  
18 and the District. All other incidental costs, such as filing fees or requests for  
19 stenographic records, shall be borne by the requesting party. Each party will bear  
20 its own costs of arbitration, including attorney fees. Fees that are charged by an  
21 arbitrator for cancelling or postponing an arbitration hearing shall be paid by the  
22 party who initiates the cancellation or postponement, unless the District and  
23 Federation mutually agree to other arrangements.  
24

25 6. Both parties will commit to upholding timelines as stated. The District, in  
26 consultation with the Federation, will develop and use an instrument to communicate  
27 specific timelines related to the grievance. Failure to meet timelines will result in  
28 discussion and action during regularly scheduled labor-management meetings.  
29

30 **ARTICLE IV**  
31 **GENERAL AGREEMENT PROVISIONS**  
32

33 **Section 6. Negotiation Procedures**  
34

35 1. The parties shall initiate collective bargaining at least ninety (90) days prior to the  
36 expiration date of the Agreement. The Federation and District negotiating teams shall  
37 be trained in interest-based negotiations prior to the expiration date of the Agreement  
38 and shall decide if such a negotiations process shall be utilized in bargaining the  
39 successor agreement.  
40

41 2. It is agreed that authorized representatives of the Board and the Federation will meet  
42 to discuss job classification and wage rates before the annual District budget is  
43 adopted.  
44

45 3. Negotiations shall be conducted at mutually agreeable times. Up to five (5)  
46 negotiators for the Federation will be released from school during the school year

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

- 3
- 4 4. Every effort will be made to complete negotiations by the termination date of this  
5 Agreement, except when extended by mutual consent of the parties.  
6
- 7 5. Agreements reached between the parties to this Agreement shall become effective  
8 only when signed by authorized representatives of the Board and the Federation after  
9 ratification.

10

11

12 **Section 7. Equitable Treatment**

13

- 14 1. Staff shall exhibit mutual respect for one another particularly when students and/or  
15 parents are present. The education environment will be a safe and civil workplace for  
16 staff and students as outlined in Board Policy 5207.  
17
- 18 2. The Tacoma School District and the Tacoma Federation of ParaEducators agree to  
19 comply with all state and federal guidelines and/or regulations. Therefore, all  
20 applicants seeking employment opportunities will be considered and will not be  
21 discriminated against on the basis of race, color, national origin, sex or disability.  
22 This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the  
23 Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of  
24 1972, as amended and Chapter 28A. 642 RCW. The District shall not discriminate  
25 against any employee in violation of this Agreement and/or, state and federal laws,  
26 rules, and/or regulations. The Board agrees that it will not discriminate against  
27 employees because of their membership or non-membership in employee  
28 organizations.  
29
- 30 3. Planning and implementation of staff diversity is the responsibility of the District and  
31 a key component of each school, including, but not limited to school improvement  
32 plans (SIP). Copies of the SIP are made available online and/or upon request.  
33  
34

35 **Section 8. Rights of the Federation**

36

- 37 1. **Representation Fee:** No employee will be required to join the Federation; however,  
38 those employees who are not Federation members but are members of the bargaining  
39 unit will have deducted from their salaries a representation fee. The District is  
40 authorized to deduct the required amount from each monthly paycheck. The amount  
41 of the representation fee will be determined by the Federation and communicated to  
42 the Business Office in writing. The representation fee shall not include a political  
43 contribution. The representation fee shall be regarded as fair compensation and  
44 reimbursement to the Federation for fulfilling its legal obligation to represent all  
45 members of the bargaining unit.  
46

- 1 2. In the event that the representation fee is regarded by an employee as a violation of  
2 his/her right to nonassociation, such bonafide objections will be resolved according to  
3 the provisions of RCW 41.56.122 and the appropriate WAC.  
4
- 5 3. The Federation agrees to defend, indemnify, and hold the District harmless (suits by  
6 the District excepted) against any and all claims, suits, orders, or judgments brought  
7 or issued against the District pursuant to proper implementation of this section  
8 contingent upon the District's agreement that the Federation shall be authorized to  
9 defend such suit through an attorney of the Federation's own choosing.  
10
- 11 4. **Bulletin Boards:** The Federation may post notices of its activities and matters of  
12 organizational concern on the staff bulletin board(s) in accordance with District  
13 regulations and rules of each school.  
14  
15 The Federation agrees not to post information which is libelous, slanderous, not in  
16 good taste, or in support of any political cause or candidate. The Federation is  
17 responsible for the prompt removal of any notices or bulletins that have become  
18 outdated.  
19
- 20 5. **Building Use:** The Federation may use District buildings and equipment with  
21 replacement of consumable supplies for meetings and activities in accordance with  
22 District policies for use of school facilities providing such meetings and activities will  
23 not interfere with nor interrupt the normal school operations.  
24
- 25 6. **Delivery Service:** The Federation may use the intra district delivery service provided  
26 said use does not violate federal or state statute and does not require added costs for  
27 the District. The Federation shall indemnify and hold the District harmless for all  
28 actions and costs that may result from such use of the District mail service by the  
29 Federation.  
30
- 31 7. **Communications:** The Federation shall have the sole and exclusive right to  
32 communicate with employees represented by the Federation through use of District  
33 mailboxes and email in the building and use of staff bulletin boards, except as  
34 provided by law. The Federation may use District email for informational  
35 communication excluding organizing labor actions or political lobbying. In  
36 implementing this section the only requirement of the District is to notify each  
37 competing organization that the Federation has the aforementioned sole and exclusive  
38 right.  
39
- 40 8. **School Visitation:** The President of the Federation, or a designee, may visit schools  
41 after prior notifications to the building principal provided that this will not interfere  
42 with nor interrupt normal operation of the school. Said person will check in through  
43 the school's office.  
44
- 45 9. **Released Time:** The District will provide, at District expense, twenty (20) days of  
46 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.  
20  
21  
22

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

### 25 **Section 9. Wages**

- 26  
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.  
45

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

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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
- 12 • Article V. Section 10, 11 and 12
- 13 • Article VI. Section 24 and 25
- 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:

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.)	

30  
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.

- 1 d. Employees who are required to work on the above described holidays shall  
2 receive the pay due them for the holiday in addition to their regular rate of pay for  
3 all hours worked on such holidays.  
4

5 **15. Lunch/Breaks**  
6

- 7 a. All employees who work five (5) or more hours per day will be entitled to a one-  
8 half hour, non-paid, duty free lunch period.  
9  
10 b. Seven (7) and eight (8) hour employees shall be entitled to two (2) paid fifteen  
11 (15) minute breaks during the work day. Breaks may not be taken the first or last  
12 fifteen minutes of the work day.  
13  
14 c. Employees who work at least four (4) hours but less than seven (7) hours shall be  
15 entitled to one (1) paid fifteen (15) minute break during the work day.  
16  
17 d. Employee schedules, including breaks and lunch periods, shall be posted at each  
18 work site.  
19

20 **Section 10. Professional Development**  
21

- 22 1. **Staff Development/Optional Hours:** ParaEducators working twenty (20) or more  
23 hours weekly may participate in District-authorized workshops. ParaEducators shall  
24 be compensated at their regular pay rate or at time and one-half if the number of  
25 hours worked exceeds forty (40) hours in a work week. A work week is defined as  
26 Sunday through Saturday.  
27  
28 2. The number of in-service hours available to a ParaEducator shall be forty-two (42)  
29 hours for a 1.0 full time equivalent (FTE) and shall be prorated for employees with  
30 lesser than a 1.0 FTE assignment. See the table in this section for hours breakout  
31 based on FTE.  
32  
33 3. The ParaEducators may choose to:  
34  
35 a. Use their allocated in-service hours for pay during non-work hours for approved  
36 professional development activities, or  
37  
38 b. Attend workshops, job exchanges or classes without a loss of pay during their  
39 regular work day and the District will provide a substitute in lieu of in-service  
40 pay. Requests for a substitute for such attendance must be made fifteen (15) work  
41 days prior to their attendance. Requests for exceptions will be considered  
42 dependent on the availability of substitutes.  
43  
44 c. Pay for registration, travel and tuition costs for approved professional  
45 development.  
46

- 1 d. A combination of the above.
- 2
- 3 4. Non-District-sponsored professional development activities must be approved in
- 4 advance by the assigned supervisor. Requests will not be arbitrarily denied.
- 5
- 6 5. **District Option In-service/Training:** In-service hours will be allocated to each
- 7 employee based on the following:
- 8
- 9 a. Approximately fifty percent (50%) of allocated hours will be for District
- 10 Directed/Required and Building-based or Department approved training.
- 11
- 12 b. The District shall notify the Federation no later than September 30 of each
- 13 year regarding the District’s intent to require such participation. Exceptions
- 14 may be made for additional District-mandated training.
- 15
- 16 c. Approximately fifty percent (50%) of allocated hours will be at the discretion
- 17 of the employee to be used in alignment with District Strategic Goals. At the
- 18 discretion of the District a ParaEducator may request to use remaining District
- 19 directed hours for individual choice activities so as to maximize the use of
- 20 District directed hours. Requests will be made to the Assistant Superintendent
- 21 of Human Resources or designee.
- 22
- 23 d. In-service hours will be paid at the employee’s regular rate of pay or at time
- 24 and one-half if the number of hours worked exceeds forty (40) hours in a work
- 25 week (Sunday-Saturday).
- 26
- 27 6. The percentages above are presented in whole-hour increments according to the chart
- 28 below. Training may be taken in no less than fifteen minute increments with the
- 29 exception of trainings in a sequence such as SafeSchools training.
- 30
- 31

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

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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

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

3  
4 **10. Pay Rate/In-service Attendance:** An employee who is authorized to attend a  
5 District workshop, in-service, or curriculum development day for pay shall be  
6 compensated at their regular pay rate or at time and one-half if the number of hours  
7 worked exceeds forty (40) hours in a work week (Sunday – Saturday).

8  
9 **Section 11. School Year**

10  
11 The school year as it pertains to this Agreement is defined as 182 days except as the  
12 school year may be modified by the Board. ParaEducators will be provided with work or  
13 staff development opportunities equal to their regular daily shift on each of the student  
14 waiver days that the District implements. ParaEducators, in consultation with their  
15 supervisors, should prioritize building or program-based activities, training required for  
16 the ParaEducator’s specific position, work related to the ParaEducator’s normal  
17 assignments and then District-offered staff development in choosing activities for student  
18 waiver days.

19  
20 Twelve month ParaEducators will follow the OP/PT twelve-month work year calendar,  
21 holidays and vacations.

22  
23 **Section 12. Additional Hours and/or Compensatory Time**

- 24  
25 1. An employee may not work additional work hours unless authorized in writing by the  
26 employee's immediate supervisor (school principal or program administrator, not a  
27 teacher). Said authorization may be made in advance of need in cases where the  
28 additional time cannot be pre-determined. (i.e. Late buses, students not picked up on  
29 time, interpreting).  
30  
31 2. With authorization, an employee may work flex time (moving hours of work from  
32 one day within one week to another day within the same week, but not exceeding the  
33 total hours of work authorized for that week) or additional hours beyond the  
34 employee’s usual work week. Additional hours worked will be documented in  
35 writing and certified by the employee and immediate supervisor. Additional hours  
36 over forty (40) hours per week shall be at the time and one-half rate to be paid or  
37 taken as compensatory time at employee's discretion with supervisory approval.  
38  
39 3. Compensatory time earned must be used prior to the end of the current school year.  
40 Unused compensatory time will be cashed out at the end of the current fiscal year  
41 (August 31). In the event that an emergency precludes the use of scheduled  
42 compensatory time, the employee may request compensation or may reschedule  
43 compensatory time use with the immediate supervisor. Compensatory time accruals  
44 shall not exceed forty (40) hours at the time and one-half rate.  
45

- 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  
33 **Section 15. Program Procedures**

- 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

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

- 6
- 7 3. The principal or program coordinator or their designee will meet with newly hired or  
8 transferring employees within five (5) work days of their arrival for the purpose of  
9 orientation. Such orientation should include, but will not be limited to, instructions  
10 regarding school rules, applicable District policies, program procedures, attendance  
11 requirements including work hours and breaks, job duties and responsibilities, a tour  
12 of the school or program facilities.
- 13
- 14 4. An employee working with students who have established medical care requirements  
15 (non-emergency), will be advised of any specific District policies pertaining to the  
16 employee's responsibilities in such care before they are required to provide such care.  
17
- 18 5. Any job assignment where the employee is given the responsibility of providing any  
19 care relative to established medical requirements, the employee will be provided with  
20 appropriate training before they are required to provide such care and will be  
21 retrained upon request.  
22
- 23 6. ParaEducators and Interpreters are school employees who work under the supervision  
24 of a certificated/licensed staff member to support and assist in providing instructional  
25 and other services to children and youth. This may require time to collaborate with  
26 teaching staff, review behavior modification plans prior to working with the student,  
27 prepare materials, familiarize themselves with the curriculum, set up learning spaces  
28 or environments, write behavior referrals, and other work which is not a part of  
29 student contact time. These duties will be performed in accordance with the Fair  
30 Labor Standards Act (FLSA) requirements. When a ParaEducator or Interpreter is  
31 unable to complete assigned duties and responsibilities during their work day, they  
32 shall discuss the situation with their supervisor who is responsible to prioritize duties,  
33 release them from the responsibility, or approve extra time. The certificated/licensed  
34 staff member remains responsible for the overall conduct and management of the  
35 classroom or program, including the development of lesson plans, and of the design,  
36 implementation, and evaluation of the instructional program and student progress.  
37
- 38 7. The teacher shall not abdicate his or her professional duties or responsibilities to a  
39 ParaEducator.  
40
- 41 8. In programs where a classroom is assigned to an ECEAP/Head Start Associate  
42 ParaEducator and a designated program ParaEducator is assigned to work with the  
43 Associate, the Associate ParaEducator is responsible for the class.  
44

- 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.  
45

- 1 d. ParaEducators who are assigned supervisory duties will have immediate access to  
2 certificated personnel during the supervisory period.  
3
- 4 e. An employee may use such reasonable force as is necessary and lawful to protect  
5 him or herself from attack or to prevent injury to another employee or student.  
6
- 7 f. The Principal shall in turn report the assault to the Superintendent or designee and  
8 shall notify the ParaEducator of disciplinary action taken. Any case of assault  
9 upon an employee by a student, parent, guardian, or other employee shall be  
10 promptly reported to the employee's supervisor. If the employee submits a  
11 worker's compensation claim and the claim is approved for fourteen (14) days or  
12 more, the employee will have the first three (3) days of the claim restored if sick  
13 leave was charged to the employee for those three (3) days.  
14
- 15 g. A student who commits assault on an employee in the performance of his/her  
16 duties, including extra-curricular duties, shall be disciplined immediately  
17 according to procedures established for this purpose. Such disciplinary action may  
18 include expulsion or emergency expulsion whenever appropriate in accordance  
19 with student due process rights. It is understood that specific legal requirements  
20 and limitations apply to the discipline of special education or Section 504  
21 students.  
22

## 23 **Section 16. Personnel Files**

24

- 25 1. An employee may review the material in his or her personnel file(s) during regular  
26 business hours. Said employee may have a Federation representative present if  
27 desired. Copies of employee records shall be provided to the employee upon request,  
28 consistent with District policies governing personnel records. Administrators shall be  
29 encouraged to place in the employee's file information of a positive nature such as  
30 special competencies.  
31
- 32 2. Only District officials and/or authorized employees with a legitimate business reason  
33 to know the contents of a personnel file shall be permitted access to an employee's  
34 personnel file.  
35
- 36 3. Unless an employee has provided written authorization for release of his/her  
37 personnel records, the District shall not release any information to prospective  
38 employers or other third parties, unless required by law. Requests for information by  
39 prospective employers or other third parties shall be submitted in writing.  
40

## 41 **Section 17. Seniority**

42

43 Seniority, according to this Agreement, shall consist of continuous service of the  
44 employee as a ParaEducator with the District. Seniority among employees with the same  
45 amount of seniority shall be determined by lot. Seniority will be restored for employees  
46 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 (60<sup>th</sup>) 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.

1 13. Employees whose classifications change through the application and interview  
2 process are given any applicable service increment and then placed on the  
3 corresponding step of the new classification.  
4

5 **Section 19. Hiring Process**  
6

- 7 1. When new positions are created and/or as vacancies occur, they shall be advertised on  
8 the District's website and open for a period of five (5) work days except as otherwise  
9 provided for in the Agreement. Selection shall be based upon the three (3) most  
10 senior applicants meeting the minimum required qualifications; provided, however, a  
11 minimum of three (3) candidates may be considered in final reviews from among the  
12 following priority:  
13
- 14 a. Regular employees and displaced employees;
  - 15 b. Employees laid off in previous years;
  - 16 c. Substitute ParaEducators; and
  - 17 d. All others.
- 18
- 19 2. If there are fewer than three (3) qualified candidates for interview, the posting of the  
20 position may be extended one week. If there continues to be less than three (3)  
21 qualified candidates the District may opt to interview less than three (3) candidates  
22 and may consider others.  
23
- 24 3. If an employee is in an interview pool of three (3) and no applicant from that pool is  
25 selected for the position, the employee may contact the Director of Classified Human  
26 Resources to discuss the circumstances.  
27
- 28 4. Vacant positions will be advertised within ten (10) work days of the vacancy.  
29
- 30 5. Should a ParaEducator with at least fifteen (15) years' experience with the District  
31 not be selected for a position at the start of the school year, he/she shall be granted  
32 Super Seniority and be placed at the head of the substitute pool. Wages and benefits  
33 from their last permanent position shall be maintained for a period of two years. A  
34 ParaEducator with Super Seniority must actively seek and apply for open positions  
35 for which he/she is qualified. Should they refuse a third interview or employment  
36 offer by the District, their Super Seniority shall be revoked.  
37
- 38 6. When necessary, a substitute ParaEducator shall be placed in a vacant position until  
39 the position is filled in order to prevent the disruption of District programs. When, in  
40 the judgment of the District, a position cannot be filled within a reasonable time  
41 frame, it will be filled the first (1st) work day of the month, no later than two (2)  
42 months following the opening of the vacancy unless otherwise agreed to by the  
43 Federation.  
44
- 45 7. **Fingerprint Reports:** An applicant who subsequently receives a position with  
46 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 Substitute and temporary employees who work over 420 hours in an eligible position  
11 default into "regular employee" status. The status of the "420-hour" employees and their  
12 assignments for the following school year is as follows:  
13

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

33  
34  
35 **Section 21. Administrative Transfer**

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

- 1 2. When it becomes necessary to administratively transfer an employee due to a conflict  
2 of personalities, and where it is evident that the effort has been made by the employee  
3 to resolve the conflict and when to continue assignment in the same position would be  
4 harmful to the employee or the program, the District, after consultation with the  
5 employee and the Federation, may reassign the employee, without loss of pay, to  
6 another position. Any administrative transfer of an employee which is not  
7 disciplinary may not result in loss of pay to the employee. Administrative transfer  
8 with loss of pay may occur only when included and spelled out as a part of the  
9 disciplinary action and when progressive discipline procedures are followed.  
10
- 11 3. Any complaint made against an employee, by a parent, a student or other persons  
12 which would have the potential of affecting the employee's assignment with the  
13 District will be called to the attention of the employee as soon as possible.  
14

## 15 **Section 22. Classification**

16

- 17 1. In the event a ParaEducator and/or supervisor, feel(s) that the position has been  
18 inappropriately placed based on the knowledge, experience, decision-making  
19 authority, supervision, and conditions of the job when compared to employees in  
20 other classifications, he/she/they may request a review of the classification placement  
21 to the Manager, Compensation and Classified Professional Development in the  
22 Human Resources Department. Positions which have been reviewed within the past  
23 eighteen (18) months shall not be considered for reclassification unless significant  
24 changes in position responsibilities have occurred.  
25
- 26 2. The time periods when review requests may be made are from November 1 through  
27 December 1 and from April 1 through May 1 of each school year.  
28
- 29 3. The District will notify the Federation in writing of each classification review request  
30 and allow Federation participation in any meetings with the employee regarding the  
31 request. The Assistant Superintendent of the Human Resources Department/designee  
32 will respond to the employee and the Federation no later than sixty (60) work days  
33 following the filing of the appeal.  
34
- 35 4. If the employee(s) disagree(s) with the findings of the classification review,  
36 he/she/they may appeal within ten (10) work days of receiving written notice of the  
37 findings, to a review committee made up of the Assistant Superintendent of Human  
38 Resources or his/her designee, the President of the Federation or his/her designee, and  
39 a District employee mutually agreed upon by the parties.  
40
  - 41 a. The committee will set a date for an appeal hearing no later than thirty (30) work  
42 days following receipt of the appeal.  
43
  - 44 b. The "Parties" (District and the employee or employees represented) shall each  
45 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 b. Physical Therapy Associates

31 c. Speech Language Pathology Associates

32 d. LPN Multi Disabled Program

33 e. Interpreters for Hearing Impaired Program

34 f. ELL and CTE Programs

35 ii. Program Funding

36 iii. Job Title

37 iv. Seniority: Seniority is as defined in the collective bargaining agreement.  
38  
39  
40  
41  
42  
43  
44  
45  
46

- 1 v. Exceptions: Exceptions may be made but must be based on extraordinary  
2 student needs, specialized skills, training requirements, critical program  
3 continuity issues, or the employee’s ability to perform essential functions of  
4 the position. These exceptions may be made only if the District and the  
5 Federation mutually agree.  
6
- 7 d. The identification of staff members who will be laid off (RIF’d) is conducted as  
8 follows:  
9
- 10 i. A seniority list for all ParaEducators in the District is established.  
11  
12 ii. Based upon the number of authorized positions available for the coming year,  
13 the least senior employees are then identified for layoff.  
14  
15 iii. Any exceptions to lay off by seniority are subject to the same conditions  
16 outlined in the above item v. Exceptions.  
17
- 18 e. Since many ParaEducator positions are categorically funded, information  
19 regarding specific funding levels may not be available until late summer.  
20 Therefore, computations are based on “available” information. Recognizing the  
21 benefits of using the most accurate information, notification to ParaEducators is  
22 made by June 1 of each year.  
23
- 24 5. All employees who are laid off will be placed in a layoff pool for a period of one (1)  
25 calendar year. The District will recall employees from the layoff pool when eligible  
26 before hiring a new employee. Employees in the layoff pool must notify the Human  
27 Resources Department in writing of their continuing interest and availability every six  
28 (6) months to maintain their status in the layoff pool. If a person turns down two (2)  
29 offers of employment, he/she shall be removed from the layoff pool.  
30
- 31 6. The District will provide the Federation with a current layoff pool list upon request.  
32
- 33 7. An employee reinstated from the layoff pool will not lose accumulated seniority due  
34 to the layoff.  
35
- 36 8. An employee will retain accumulated sick leave and credit for years of service upon  
37 recall from the layoff pool.  
38
- 39 a. The layoff and recall section shall be implemented in accordance with the agreed  
40 upon hiring process. If not considered for the position due to lack of minimum  
41 qualifications, the person shall remain in the same position in the layoff pool.  
42 Subsequent rehiring shall be based upon continuing selection based on the next  
43 most senior qualified employee(s).  
44

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

- 1 e. No member of the bargaining unit shall provide input or be required or asked  
2 to evaluate another member of the same unit.  
3
- 4 f. In circumstances in which licensing or certification requirements exist, the  
5 administrator shall consult with appropriate certificated personnel, i.e.,  
6 occupational therapist, speech therapist, R.N.  
7
- 8 g. Each evaluator shall meet with each employee no later than November 15  
9 annually in order to acquaint the employee with the process to be followed  
10 regarding the annual evaluation, to answer questions pertaining to the format  
11 for evaluations and to review general and specific expectations for job  
12 performance. An alternative evaluator shall meet with the employee no later  
13 than December 15.  
14
- 15 h. In the event a certificated member is asked to take part in the evaluation  
16 process, he/she must also have taken part in the November meeting at which  
17 time expectations were discussed or within thirty (30) days of the beginning  
18 date of the assignment with said certificated staff member(s).  
19
- 20 i. Any staff member asked to provide information or documentation to the  
21 evaluator to be included in the evaluation shall be identified on the evaluation  
22 form. Other staff members may be asked by the evaluator to participate in the  
23 evaluation only if he/she works directly with the employee.  
24
- 25 j. In the event the evaluator requests that a classroom teacher participate in the  
26 evaluation, all classroom teachers to whom the ParaEducator employee is  
27 assigned may participate equally. The evaluator is responsible for the  
28 contents of the evaluation.  
29
- 30 k. In the event that the evaluator anticipates an unsatisfactory or a lowered  
31 evaluation when compared to the previous year, the employee will be  
32 informed and be given an opportunity to discuss any concerns prior to the  
33 inclusion in the evaluation. The evaluator is expected to share with the  
34 employee the reasons for any lowered ratings and provide suggestions on how  
35 the employee can improve his/her performance, with adequate time to  
36 improve performance or challenge the inclusion prior to its placement in the  
37 evaluation.  
38
- 39 l. Employees who are to be observed specifically for the purpose of an  
40 evaluation must be notified in writing at minimum the day prior to the  
41 observation.  
42
- 43 m. The original evaluation shall be maintained by the Assistant Superintendent,  
44 Human Resources Department, for review and placement in the employee's  
45 personnel file; a copy shall be given to the employee and a copy shall be  
46 retained by the evaluator.

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- n. After discussing the evaluation with the employee, the evaluation shall be signed by the evaluator and by the employee being evaluated. Signature of the employee implies only that the employee has had an opportunity to see the written evaluation.
- o. The employee shall have the right to include a written statement(s) or document(s) as an addendum to the evaluation. This should be noted by the employee on the evaluation form.
- p. All annual performance evaluations shall be completed and submitted to the Human Resources Office no later than five (5) calendar days prior to the close of the school year, subject to the special provision applying to unsatisfactory ratings. Employees assigned to a twelve (12) month work schedule shall receive their evaluation no later than August 31 of each year.

2. Unsatisfactory Performance/Probation

- a. No employee will be returned to or placed on probationary status for arbitrary and capricious reasons.
- b. If after being provided with suggestions for improvement and the opportunity to improve the employee receives an overall rating of “unsatisfactory,” he/she will be placed on probation by the Superintendent. In addition, the Federation will be notified that the employee is being placed on probation.
- c. Written notice will be provided to the employee of the areas of performance that are unacceptable and the support or reasonable training that will be made available by the District. This plan of improvement shall be reviewed by the Federation and the District prior to implementation. The employee will participate in recommended activities to improve his/her performance.
- d. The employee will be reevaluated within sixty (60) work days. During the 60-day period, the evaluator will meet with the employee at least three times to review the employee’s progress toward improvement. Meetings will be held by the twentieth (20<sup>th</sup>), fortieth (40<sup>th</sup>), and sixtieth (60<sup>th</sup>) work days of the sixty-day period. At the request of the employee a representative of the Federation may be present at each of the referenced evaluation meetings. These reviews shall be provided in writing at each meeting. At the end of the 60-day period the District may:
  - i. Issue a new evaluation if the employee has sustained necessary improvement;
  - ii. Extend the probation period prior to reevaluation for an additional thirty (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;

1 provided, however, no employee will receive compensation for sick leave  
2 accumulated in excess of one (1) day per month or for sick leave not earned.  
3

- 4 **b. Bereavement Leave:** The Board will allow up to five (5) days of paid  
5 bereavement leave at the time of death of any relative residing in the employee's  
6 household and/or the following family members: spouse, domestic partner  
7 registered with the District's benefit trust or other government organization,  
8 mother, father, daughter, son, siblings, father in law, mother in law, son in law,  
9 daughter in law, grandmother, grandfather and grandchild.
- 10
- 11 i. The Board will allow up to three (3) days of paid bereavement leave to attend  
12 or participate in family services in the event of the death of a sister in law or  
13 brother in law.
- 14
- 15 ii. The Board will allow one (1) day of paid bereavement leave for attendance at  
16 the funeral of an aunt, uncle, nephew or niece.
- 17
- 18 iii. Extensions may be granted by the Assistant Superintendent, Human  
19 Resources Department, in extenuating circumstances.
- 20
- 21 iv. Bereavement leave is non-accumulative.
- 22
- 23 **c. Family Illness Leave:** Employees shall be granted a leave of absence with pay of  
24 not more than three (3) days during a school year, when such absence is  
25 occasioned by the illness of any relative, including foster or step children, residing  
26 in the household of the employee or the following family members which  
27 necessitates the presence of the employee: spouse, domestic partner registered  
28 with District's benefit trust or other government organization, mother, father,  
29 daughter, son or siblings. The employee will certify to the circumstances of the  
30 illness upon return to work. Such leave is non-accumulative and is not to be taken  
31 from sick leave. Additionally, benefits of federal and state Family and Medical  
32 Leave laws may apply.
- 33
- 34 **d. Personal Leave:** Personal leave will be granted for up to two (2) days per year  
35 and is accumulative to a total of six (6) days. The following conditions apply to  
36 personal leave:
- 37
- 38 i. If an employee is in a position which requires a substitute, said employee must  
39 call the Substitute Tracking system at least twenty-four (24) hours in advance  
40 of the absence in order to assure the availability of a substitute.
- 41
- 42 ii. Leave may not be used to extend a holiday, vacation, or break period or  
43 during the first (1st) or last five (5) days of the student school year.
- 44
- 45 iii. Leave may not be used for political purposes or en masse meetings/activities.  
46

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

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

7  
8 **c. Military Service (Active Duty) Leave:** Any employee who volunteers, is  
9 inducted, or is recalled into active military duty shall be considered to be on a  
10 leave of absence without pay for the period of such service not to exceed five (5)  
11 years. If the employee requests reemployment within ninety (90) days of  
12 honorable discharge from such military service or after having presented other  
13 proof of having satisfactorily completed service, the employee shall be reinstated  
14 and restored, as nearly as existing circumstances permit, to the position previously  
15 held or to a position of like seniority, status and pay. Provided, that the District  
16 need not reemploy such person if circumstances have so changed as to make it  
17 impossible, unreasonable, or against the public interest to do so; provided, further,  
18 that this section shall not apply to a temporary position.

19  
20 If a person is not qualified for the old position as a result of disability sustained  
21 during military service, but is nevertheless qualified to perform the duties of  
22 another position under the control of the District, the employee shall be  
23 reemployed in such other position; provided that such position shall provide like  
24 seniority status and pay, or the nearest approximation thereto consistent with the  
25 circumstances of the case.

26  
27 **d. Leave of Absence**

- 28  
29 i. An employee may be granted a leave of absence without pay not to exceed  
30 one (1) year after a completion of three (3) years of service to the District as a  
31 ParaEducator for the purpose of study or recuperation.  
32  
33 ii. A leave of absence without pay to study entitles a ParaEducator to a normal  
34 salary increment provided that during the leave period a minimum of thirty-  
35 three (33) quarter hours or twenty-two (22) semester hours of college credit  
36 has been earned.  
37  
38 iii. An employee granted a leave of absence in accordance with this section may  
39 return to his/her assignment at the conclusion of the leave provided that the  
40 leave is not more than 182 days during the same school year. During the term  
41 of the leave, the District may fill the position with a temporary or substitute  
42 replacement.

43  
44 It is understood that the position does not have to be advertised or filled with a  
45 replacement.  
46

- 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.

- 1
- 2 d. The District may, at its discretion, require an employee to show reasonable
- 3 evidence of theft or damage.
- 4
- 5 e. An employee must take reasonable care to protect his/her personal
- 6 instructional/educational equipment.
- 7
- 8 f. Loss or theft of cash will not be covered.
- 9
- 10 g. If the loss is covered by an insurance policy carried by the employee, such
- 11 insurance must be used prior to making a claim to the District.
- 12
- 13 h. An employee must submit his/her claim on a form provided by the District. The
- 14 claim for reimbursement must be made to the immediate supervisor/principal
- 15 within thirty (30) days of the loss or damage or the claim is waived.
- 16
- 17 i. The District's obligation under this section is a maximum of \$20,000 for each
- 18 year of the contract for all participating bargaining units.
- 19

20 **ARTICLE VII**

21 **DISCIPLINE AND DISCHARGE**

22

23 **Section 27. Guidelines**

- 24
- 25 1. No employee shall be disciplined or discharged without just cause.
- 26
- 27 2. The District shall not discipline or discharge any employee for arbitrary or capricious
- 28 reasons.
- 29
- 30 3. Discipline shall be corrective rather than punitive, and with the exception of gross
- 31 misconduct, follow progressive steps.
- 32
- 33 4. Whenever the District has reason to reprimand an employee it shall be done in a
- 34 reasonable manner which will, whenever possible, avoid the embarrassment of the
- 35 employee before other employees or the public.
- 36
- 37 5. Before administering discipline the District will afford the employee full due process
- 38 including a fact-finding meeting.
- 39
- 40 6. The District will notify an employee prior to a meeting set up for possible disciplinary
- 41 action so that the employee may obtain Federation representation. If representation is
- 42 not available, the meeting will be rescheduled to a mutually agreeable time.
- 43
- 44 7. Should an employee choose to grieve any discipline or discharge, the District shall
- 45 not retaliate, discriminate against him or her, or otherwise intimidate him or her for
- 46 such action.

- 1
- 2 8. Should an alleged offense rise to the level of gross misconduct, and in the District's
- 3 view, the alleged offender poses a potential threat to the safe and orderly functioning
- 4 of the District, the District may, at its own discretion, place the individual on paid
- 5 administrative leave until such time as an investigation can be completed.
- 6
- 7 9. Any employee being disciplined or discharged shall be entitled to full and complete
- 8 written notification, stating the precise reasons for the disciplinary action.
- 9

10 **Section 28. Progressive Discipline**

- 11
- 12 1. Discipline shall be progressive in nature as applied to the specific facts of the case
- 13 involved.
- 14
- 15 2. With the exception of gross misconduct, discipline will follow a pattern of:
- 16
- 17 a. a written confirmation of a verbal warning,
- 18
- 19 b. a written reprimand,
- 20
- 21 c. suspension without pay, and
- 22
- 23 d. dismissal.
- 24
- 25 3. Examples of gross misconduct include theft, embezzlement, falsification of District
- 26 documents, assault of a student or fellow employee, substance abuse, or flagrant
- 27 disregard for clear and well-publicized District policies.
- 28
- 29 4. At the District's discretion, a Last Chance Agreement may be issued in lieu of
- 30 termination.
- 31
- 32 5. Should there be no reoccurrence of discipline, the employee may request that the
- 33 record be removed from the employee's personnel file eighteen months from the date
- 34 of said discipline. Such requests shall be considered at the District's discretion and
- 35 within legal and policy restrictions. If denied, the employee will be informed of the
- 36 reason for the denial in writing within fifteen (15) days. Denials will not be arbitrary
- 37 or capricious.
- 38
- 39 6. Last Chance Agreements and other discipline decline in relevance as time passes
- 40 depending on the employee's behavior.
- 41
- 42
- 43
- 44
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- 46

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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.

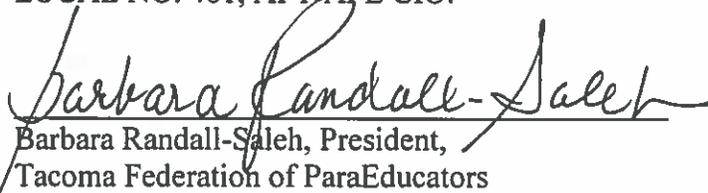
5  
6 TCOMA SCHOOL DISTRICT NO. 10

7  
8   
9

10  
11 Catherine Ushka, President,  
12 Board of Directors

13  
14  
15 7/13/17  
16 Date

17  
18 TACOMA FEDERATION OF PARAEUCATORS, A CHAPTER WITHIN  
19 LOCAL NO. 461, AFT/AFL CIO.

20  
21   
22

Barbara Randall-Saleh, President,  
Tacoma Federation of ParaEducators

8-9-17  
Date

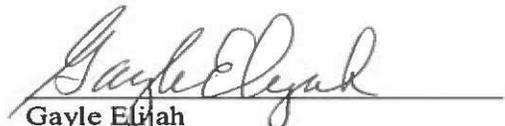
**Memorandum of Understanding Regarding Family Resource Coordinator Placement**

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**

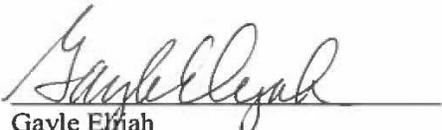
ParaEducators will be given the opportunity to volunteer to cover classes on a regular basis. The intent of the parties is that this assignment will be strictly a volunteer commitment on the part of the ParaEducator.

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.

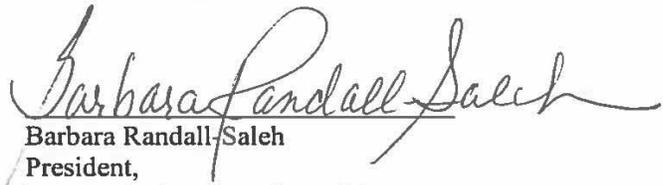
This memorandum will be in effect until August 31, 2018.

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.

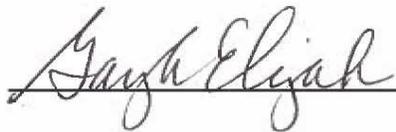
11/29/2016

- 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	After completion of 15 yrs.															After completion of 20 yrs.	
	01 B	02 C	03 D	04 E	05 F	06 G	07 H	08 I	09 J	10 K	L	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					
AA Degree (+ \$ .50)	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					
AA Degree (+ \$ .50)	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					
AA Degree (+ \$ .50)	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					
AA Degree (+ \$ .50)	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	21.6955	22.2828	22.8228	23.3228	23.8415	24.3415	24.8415	25.3228	25.8228					
PA-8 Sign Language Interpreter (No AA) Lead (+\$.50)	21.3897	21.7426	22.0955	22.4592	22.8228	23.1971	23.5714	23.9457	24.3199	24.6942	25.0685	25.4428					
PA-9 Sign Language Interpreter (AA + EIPA 3.6) Lead (+\$.50)	24.5981	24.9511	25.3040	25.6570	26.0100	26.3630	26.7160	27.0690	27.4220	27.7750	28.1280	28.4810					
PA-10 Sign Language Interpreter (BA + EIPA 4.0 + Nat'l Cert) Lead (+\$.50)	25.6676	26.0206	26.3734	26.7264	27.0794	27.4324	27.7854	28.1384	28.4914	28.8444	29.1974	29.5504					
Substitutes	13.3254	==> Subs paid at PA2, step B															

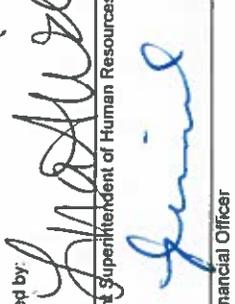
Includes 2.5% negotiated increase plus 2.3% state negotiated pass through. Paraeducators shall receive a \$0.25 per hour longevity incentive in September following the conclusion of their fifteenth (15) year and following their twentieth (20) year.

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:    
 Assistant Superintendent of Human Resources Date: 8-28-17

   
 Chief Financial Officer Date: 8-29-17

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

1<sup>st</sup> District Data Day (no school)

4<sup>th</sup> Labor Day Holiday

5<sup>th</sup> Teacher Workshop Day (no school)

6<sup>th</sup> First Student Day

11<sup>th</sup> Kindergarten Start Date

18 days

SEPTEMBER 17						
S	M	T	W	Th	F	S
					D	2
3	H	N	<b>SS</b>	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				

26<sup>th</sup> Kindergarten Data Day  
\*No school for Kindergarten students only

27<sup>th</sup> District Data Day (no school)

21 days

10<sup>th</sup> Veterans' Day Holiday (observed)

22<sup>nd</sup>, 23<sup>rd</sup>, 24<sup>th</sup> 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						

1<sup>st</sup> Elementary Trimester Break  
\*No school for elementary students only

6<sup>th</sup> Elementary Conferences  
\*Early Release grades K-5

7<sup>th</sup>, 8<sup>th</sup> All Grades Conferences  
Early Release grades K-12

Dec 18 – Jan 1 Winter Break/  
No school

10 days – elementary students  
11 days – secondary students

1<sup>st</sup> New Year's Day

2<sup>nd</sup> School resumes

12<sup>th</sup> District Data Day (no school)

15<sup>th</sup> Martin Luther King Jr. Day

20 days

JANUARY 18						
S	M	T	W	Th	F	S
	H	<b>SS</b>	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			

2<sup>nd</sup> Secondary Semester Break  
\*No school for middle and high school students

5<sup>th</sup> Second semester begins

19<sup>th</sup> Presidents' Day Holiday

19 days – elementary students  
18 days – secondary students

8<sup>th</sup>, 9<sup>th</sup> All Grades Conferences  
Early Release for all students

19<sup>th</sup> District Data Day (no school)

20<sup>th</sup> 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					

2<sup>nd</sup> – 6<sup>th</sup> Spring Break

16 days

28<sup>th</sup> 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

15<sup>th</sup> Last Day of School/  
Early Release

18<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>  
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

1<sup>st</sup> District Data Day  
(ParaEducators first day of work)

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

4<sup>th</sup> Labor Day Holiday  
  
5<sup>th</sup> All Para Staff Work Day  
(staff only, no students)  
  
6<sup>th</sup> First Student Day  
  
11<sup>th</sup> Kindergarten Start Date  
  
20 days

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				

26<sup>th</sup> Kindergarten Data Day  
\*No school for Kindergarten students only  
\*All Para Staff Work Day  
  
27<sup>th</sup> District Data Day (staff only, no students)  
  
22 days

10<sup>th</sup> Veterans' Day Holiday  
(Observed)

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		

22<sup>nd</sup> Non-Work Day  
  
23<sup>rd</sup>, 24<sup>th</sup> Thanksgiving Break  
  
18 days

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						

1<sup>st</sup> Elementary Trimester Break  
\*All Para Staff Work Day  
  
Dec 18 – Jan 1 Winter Break/  
No school  
  
22<sup>nd</sup>, 25<sup>th</sup> Christmas Eve & Christmas Day Holidays (observed)  
29<sup>th</sup> New Year's Eve Holiday (observed)  
  
11 days

1<sup>st</sup> New Year's Day

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			

2<sup>nd</sup> School resumes  
  
12<sup>th</sup> District Data Day  
(staff only, no students)  
  
15<sup>th</sup> Martin Luther King Jr. Day  
  
21 days

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			

2<sup>nd</sup> Secondary Semester Break  
\*All Para Staff Work Day  
  
19<sup>th</sup> Presidents' Day Holiday  
  
19 days

19<sup>th</sup> District Data Day  
(staff only, no students)

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

22 days

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					

2<sup>nd</sup> – 6<sup>th</sup> Spring Break  
  
16 days

28<sup>th</sup> Memorial Day Holiday

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		

22 days

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

15<sup>th</sup> Last Day of School  
  
18<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup> 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

1<sup>st</sup> District Data Day  
(ParaEducators first day of work)

4<sup>th</sup> Labor Day Holiday

5<sup>th</sup> All Para Staff Work Day  
(staff only, no students)

6<sup>th</sup> First Student Day

11<sup>th</sup> 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				

26<sup>th</sup> Kindergarten Data Day  
\*No school for Kindergarten students only  
\*All Para Staff Work Day

27<sup>th</sup> District Data Day  
(staff only, no students)

22 days

10<sup>th</sup> Veterans' Day Holiday  
(observed)

22<sup>nd</sup> Non-Work Day

23<sup>rd</sup>, 24<sup>th</sup> 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						

1<sup>st</sup> Elementary Trimester Break  
\*All Para Staff Work Day

22<sup>nd</sup>, 25<sup>th</sup> Christmas Eve (observed) & Christmas Day Holidays

29<sup>th</sup> New Year's Eve Holiday (observed)

18 days

1<sup>st</sup> New Year's Day

2<sup>nd</sup> School resumes

15<sup>th</sup> Martin Luther King Jr. Day

26<sup>th</sup> 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			

2<sup>nd</sup> Secondary Semester Break  
\*All Para Staff Work Day

19<sup>th</sup> Presidents' Day Holiday

19 days

19<sup>th</sup> 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					

6<sup>th</sup> Friday of Spring Break  
(non-work day)

20 days

28<sup>th</sup> 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

15<sup>th</sup> Last Day of School

18<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup> Snow make-up days, if needed

21 days

4<sup>th</sup> 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:	<b>1</b> - Unsatisfactory <b>2</b> - Needs Improvement <b>3</b> - Meets Expectations <b>4</b> - Exemplary <b>NA</b> - 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.	<b>Communication</b>	1	2	3	4	NA
A.	Demonstrates appropriate confidentiality					
B.	Uses clear, appropriate oral and written language					
C.	Communicates clear directions effectively					
Comments:						
4.	<b>Attendance and Punctuality</b>	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.	<b>Overall Rating for the Academic Year</b>	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):
<b>Proposed Goal #1:</b>		
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
<b>Proposed Goal #2:</b>		
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
<b>Proposed Goal #3:</b>		
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 = \_\_\_\_\_

<b>Date(s)</b>					
<b>Hours</b>					

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:

<b>Company</b>	<b>Accounting Unit</b>	<b>Account</b>	<b>Activity</b>	<b>Category</b>

■ **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.

Table with 14 columns and 2 rows. Row 1: Date(s), 13 empty cells, Total Extra Hours. Row 2: Extra Hours, 13 empty cells, Total 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

<b>PAYROLL: STIPEND SET-UP</b>	_____ (Initial)	_____ (Date)
--------------------------------	--------------------	-----------------