

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

COUPEVILLE EDUCATIONAL SUPPORT ASSOCIATION

AND THE

COUPEVILLE SCHOOL DISTRICT NO. 204

September 1, 2023 – August 31, 2024

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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the Coupeville Educational Support Association of the Coupeville School District, this Agreement is made and entered into.

ARTICLE I - RECOGNITION AND ADMINISTRATION

Section 1.1 Recognition

The District recognizes the Coupeville Educational Support Association/Washington Education Association/National Education Association as the exclusive bargaining agent for all regularly employed full-time and part-time:

- paraeducators;
- custodians, maintenance and grounds personnel;
- office and clerical employees;
- transition specialist(s);
- school nurse(s), unless RN nurse with Educational Staff Associate (ESA) certificate;
- community liaison;
- dean of students;
- computer technician;
- food service personnel; and
- farm manager

who are employed by the Coupeville School District excluding confidential employees, supervisors and all other employees of the District.

Section 1.2 Temporary and Leave Replacement

1.2.1 Temporary and leave replacement employees who work for ninety (90) or more consecutive days shall be subject to all provisions of this agreement except for Section 3.4, Layoff and Recall and Section 3.6, Seniority. Should a leave replacement employee be hired as a regular employee within the bargaining unit without interruption of employment, her/his seniority shall be adjusted to reflect leave replacement uninterrupted service.

1.2.2 A substitute employee is only covered by the salary rate as listed in Appendix A.

1.2.3 A casual employee may be hired when the district needs additional help or has a specific task which will require additional time beyond the regular work schedule and hours of a regular employee. Employment of a casual employee shall not exceed 120 hours per year. A casual employee is not subject to the provisions of this agreement.

Section 1.3 Job Descriptions

1.3.1 Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee but the impact of such changes shall be negotiated, upon request, pursuant to the duties imposed by RCW 41.56

1.3.2 Job descriptions shall be reviewed annually by the employee and her/his evaluator during the annual evaluation periods if requested by the employee or the evaluator.

Section 1.4 New Positions

1.4.1 The President of the Association will be notified at the time of posting of any new position that would come under the definition of Recognition, Section 1.1, as per Section 2.2.7.

1.4.2 The salary of a new position shall be subject to collective bargaining at the request of either party.

Section 1.5 Definitions

1.5.1 The term "employee" or "regular employee" when used hereinafter shall mean all bargaining unit members as described in Section 1.1.

1.5.2 The term "supervisor" when used hereinafter shall refer to the appropriate District administrator.

1.5.3 The term "days" when used hereinafter shall mean work days as opposed to "calendar" days unless otherwise defined in this contract.

1.5.4 The term "Association" when used hereinafter shall mean the Coupeville Educational Support Association.

1.5.5 The term "temporary employee" when used hereinafter shall refer to:

1.5.5.1 an employee hired to work with a specific student or to mitigate class size where the position being filled will only exist as long as the specific student is enrolled and needs special service or the class size problem exists, or

1.5.5.2 an employee hired to fill a position created by funds with a specified termination date.

1.5.5.3 an employee hired for a short term, specific project.

1.5.6 The term "District" when used herein refers to the Coupeville School District #204, Island County, Washington, as represented by the then-governing board of directors.

Section 1.6 Distribution of Contract

1.6.1 Within thirty (30) working days after both parties have tentatively agreed to existing or amended terms and conditions of this Agreement, the District will prepare a final draft for approval by the Association and by the Board of Directors at its next regularly scheduled meeting. A copy of the Agreement will be given to newly hired employees at the time of sign on. Two (2) additional copies of the Agreement will be sent to the president of the Association after its printing.

1.6.2 There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

Section 1.7 Status of Agreement

This Agreement shall supersede any rules, regulations, policies, individual contracts, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Section 1.8 Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington and the United States. If any provisions of this Agreement, or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. In such event, at the request of either party, negotiations shall commence for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

Section 1.9 Non-Bargaining Unit Personnel

The District agrees that supervisors, principals, volunteers or non-bargaining unit personnel will not be used to displace employees in the bargaining unit, nor perform work that would normally be performed by the bargaining unit. This language is not intended to discourage community or parent volunteers.

ARTICLE II - RIGHTS OF THE PARTIES

Section 2.1 Management Rights

The Board has, and will continue to retain, the rights and responsibilities to operate the school system and govern programs, facilities, properties, and employees. The Board retains all the functions, rights, powers, and authority not specifically abridged, delegated, or modified by this Agreement.

Section 2.2 Association Rights

2.2.1 The District will provide bulletin board space for the use of the Association. Bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. All notices will be dated and initialed by the party posting the notice. Unsigned notices will not be posted. The responsibility for the prompt removal of the notice shall rest with the party who posted the notice.

2.2.2 The Association shall be allowed to use school facilities for meetings and the use of school equipment per District facility procedures. The Association shall pay for the cost of all materials used and supplies incident to such use and shall be responsible for proper operation, use and repair of such equipment if necessary.

2.2.3 Visitation rights shall be granted to a designated representative of the Association to visit employees in the bargaining unit for purposes of grievance investigation and/or general information providing that, such visits do not interrupt the work of the employees visited. The visiting representative shall notify the work site supervisor or building principal where appropriate upon their arrival.

2.2.4 When mutually agreed to by the parties, Association representative shall be allowed to represent employees and investigate or work on grievances, attend meetings or negotiations with the District during working hours without loss of pay.

2.2.5 The District agrees to furnish the Association, all information which is of public record, together with information which may be necessary for the Association to carry out its duty as exclusive bargaining representative. The President of the Association will be provided with a copy of all new policies within a reasonable time after adoption by the Board of Directors. All District policies are posted on the District website. The District may charge the Association the cost of reproducing District records and documents if the general public would be charged for this service and at a rate no greater than would be charged to the general public.

2.2.6 Prior to District adoption of the work year calendar, the Association shall have the right and opportunity to provide input regarding such. Input shall include Association representation on any District committee formed to discuss and/or make recommendations relative to the work year calendar and the right to participate in any vote by the committee on the issue. If no such committee meets, the District agrees to meet with the Association in accordance with Washington State law.

2.2.7 The District will notify the union president(s) five (5) days prior to posting any CESA position(s) and will notify the union presidents within 48 hours after hiring any CESA position and any notice of retirement/resignation of CESA positions given to the District.

2.2.8 The Association, upon receipt of written authorization from the employee on the appropriate form, shall have the right to have an amount equal to legal fees and dues required for membership deducted from the salary of employees. Such dues amount shall be certified by the Association. The District shall transmit the dues and fees to the treasurer of the Washington Education Association each pay period. Dues will include local dues.

Section 2.3 Employee Rights

2.3.1 The District provides equal educational opportunity and treatment in all programs and employment and does not discriminate on the basis of race, color, national origin/language, creed/religion, sex, sexual orientation including gender identity, disability or the use of a service animal by a person with a disability, age, marital status, honorably-discharged veteran or military status, or HIV/Hepatitis C status.

2.3.2 The private and personal life of an employee is not within the appropriate concern or attention of the District unless it affects the ability of the employee to perform their job with the District.

2.3.3 The District shall hold harmless and defend each employee who is employed by the District to the limits of the District's insurance coverage from claims for damages caused or alleged to have been caused in

whole or in part by that employee while performing his/her duties as an employee in the District, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to an employee's criminal act as determined by a court of law.

2.3.4 No employee will be requested or required to dispense or administer medication unless in accordance with state law and District policy/procedure and after having received instruction/training from the appropriate personnel. Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the necessary certification or license to perform the procedure. Training time will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable. After initial training, an annual review of procedures will be provided to employees at their request.

2.3.5 The District shall support and assist employees with respect to maintenance of control and discipline of students.

2.3.6 To the extent allowed by law, employees shall be informed immediately when they are potentially exposed to contagious diseases, illnesses, or imminent danger, and they shall be instructed as to prevention and protection from the illness or disease, within a reasonable amount of time after the District learns of the situation.

2.3.7 Criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings except in the case of emergency. For any complaint regarding an employee, the District will encourage the complainant to first bring the complaint to the attention of the employee in an effort to create a resolution at the lowest possible level. (Also see section 3.3.)

Representatives of the Association shall promptly be notified of any disciplinary actions and/or investigations to be taken against an employee covered by this Agreement.

The employee shall have the right to have a representative at a disciplinary meeting, provided that no scheduled meeting may be delayed more than 24 hours unless the parties mutually agree to the delay. However, an employee may be placed on administrative leave, and the disciplinary meeting will be expedited and held as soon as possible.

2.3.8 The Board shall provide insurance protection for employees that suffer injury or property damage while engaged in the maintenance of order and discipline. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. The district does not provide employee insurance protection for employees or their personal belongings except when engaged in the maintenance of order and discipline. Employees injured on the job are subject to the provision of Worker's Compensation as provided by the State of Washington, Department of Labor and Industries (or such self-insurance pool as the district may enter into at a future date.)

2.3.9 All employees are responsible for student safety at school or school-sponsored events while acting in a paid capacity. Employees may use reasonable measures with a student, adult or other person as is necessary to protect herself/himself, another employee or a student from attack, physical abuse or injury, or to prevent damage to District property.

The District will take reasonable measures to establish procedures which will protect employees from assault and threats by students, parents, and/or community members. Employees are encouraged to seek all protections they have under the law. The appropriate administrator will attend court in support of employees seeking a protective order against a person who has threatened them during the performance of their duties. Employees will be provided time off without loss of pay when appearing in a court proceeding relative to an action involving the employee, which occurred as a result of and within the scope of the employee's work. The school principal/supervisor or designee will immediately notify the appropriate law enforcement agency of incidents of verbal or physical assault upon an employee, when appropriate.

Employees will not be required to work under unsafe or hazardous conditions or perform tasks that endanger their health, safety or well-being. Paraeducators will not be required to provide services to students at the student's place of residence. In the event that a paraeducator is working off-site, the paraeducator shall be provided a two-way communication device for emergency use. Any employee who believes that a condition is unsafe or hazardous must notify his/her immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to such notification within three working days. Employees have a responsibility to

avoid actions which endanger themselves or any other person, or which create a hazardous condition for other District employees or students.

Normally, paraeducators shall not be requested or required to take students on field trips without the certificated staff member assigned to those students also in attendance.

2.3.10 Employees may be required to assist in the search of a student, a student's possessions, or a student's locker, but will not have the primary responsibility.

2.3.11 To the extent allowed by law, employees shall be informed about students who have a special medical need or condition when such students are assigned to the employee for supervision or instructional support.

2.3.12 Normally, participation on District or building committees shall be voluntary, if outside the employee's regular work schedule. If employees are directed to work outside of their regular work schedule, they shall be compensated for all time worked at the employee's regular hourly rate of pay, or at the overtime rate if applicable.

2.3.13 The District agrees to provide employees assigned to work with students on IEPs access to said students' IEPs, and that these employees will be permitted to contribute input on the student's IEP goals and objectives.

2.3.14 The District agrees to provide proper communication access (such as cell phone, walkie talkie, etc.) when appropriate.

2.3.15 The District will provide proper training for employees who work with high needs students. However, the parties agree that there may be emergent conditions, for example the unforeseen arrival of a high needs student on campus, that may prevent the training from occurring prior to the assignment to the particular student. In the event an emergent condition occurs and the staff member has not had prior training per the needs of the student, the District will initiate training no later than three (3) school days after the student's arrival.

2.3.16 All paraeducators directly involved in the instruction of students shall have an average of thirty (30) minutes per day (as scheduled by their supervisor and prorated on a seven (7) hour workday) to collaborate with their supervising teacher and perform assigned work necessary to support student instruction. A reasonable effort will be made for preparation time to be scheduled as one consecutive block of time.

2.3.17 All new hires or employees with a new assignment will receive a four (4) hour orientation/training prior to the start of the first actual scheduled day of work and compensated at the individual's regular rate of pay. This orientation should include, but not be limited to, discussions regarding building policies and procedures, appropriate contacts, building culture, basic computer information if applicable, and more.

2.3.18 The District will provide bargaining unit members in each building with a District-maintained computer terminal in a private location for dedicated use by employees at their worksite.

2.3.19 The school district shall take all appropriate and necessary actions, including training, to prevent employees from unsafe conditions caused by students. The school district shall provide annual training on personal safety strategies, de-escalation techniques, crisis intervention, classroom management, behavior management, culturally responsive classroom practices, and meeting the socio-economic needs of students to equip employees with necessary skills to maintain a safe working environment.

2.3.20 The school district shall clearly communicate and inform employees about the individuals responsible for addressing safety and discipline concerns when an administrator is not present in the building. Employees shall have access to a designated point of contact who can address safety and discipline concerns promptly and effectively.

Section 2.4 Collaboration Committee

In an effort to maintain open communication and cooperation, the parties agree to meet informally at least once each month to discuss issues of mutual concern. Issues for consideration may be raised by any party. It is expected that concerns or questions should first be processed through regular channels between employees and the appropriate supervisor. If that fails to completely resolve the question, then this matter can be presented to this committee. Issues will be addressed in the monthly meeting with up to the following seven persons representing the Association: the CESA President(s), and five other members appointed by the Association.

In no case do these parties have the power to alter the terms or the intent of the collective bargaining agreement.

ARTICLE III - CONDITIONS OF WORK

Section 3.1 Work Schedule

3.1.1 The work year for full time classified employees is 260 days and a minimum of 2,080 hours. The work day for full time classified employees is eight hours per day. A lunch period of at least 30, but no more than 60, minutes will be scheduled but not counted for pay purposes for any employee working more than five hours a day. Each work day shall include one 15-minute break, scheduled as nearly as possible to the mid-point of each work period, for each four hours of work. No employee will be required to work more than three hours without a break. The work day and starting times for classified employees will be established by the supervisor. For purposes of computation of overtime, the work week shall begin on Monday of any given week.

3.1.2 Employees shall be assigned to a definite shift as directed by the District and which shall not be changed without reasonable prior notice to an employee, except in an emergency. If an employee is directed to remain at the work site in the interest of the employer, the employee shall be paid at his/her regular rate of pay for the meal period.

3.1.3 An employee assigned to more than one work site shall be allowed a minimum of 15 minutes travel time. Travel time shall not extend the workday of the employee and shall not impact meal time, breaks, or planning time.

3.1.4 On days when school has been closed due to severe weather or emergency conditions, unit members who are school year employees will not report for duty but will report on the student make-up day(s). In the event of a school closure or delayed opening as a result of hazardous or inclement weather conditions, no CESA member will suffer a loss of pay for scheduled hours of work as a result; additionally, in these conditions, no CESA member will be required to report to work earlier than thirty (30) minutes before the scheduled late start.

3.1.5 Annually, the District will provide each paraeducator with a written statement notifying them of their work assignment, work site, and time and date to report to work. This notice will be seen as a preliminary assignment and will be provided to the employee no later than August 20 prior to the school year. Assignments will be finalized on or before October 1 of each year. The District reserves the right to transfer or reassign employees based on student and financial needs, in accordance with Section 3.5.

Each employee will be furnished a salary calculation showing the number of work days, number of work hours per day, number of paid holidays, and hourly rate of pay no later than the first school day. Lunch and break times will be determined by the building principal. As part of the monthly warrant, the District will report current status of unused vacation days and unused sick leave.

3.1.6 CESA employees, working less than full time, shall have first offer of summer work they are qualified to perform, and if they accept will be compensated at the normal rate of pay for that position.

3.1.7 The District shall not employ part time employees for the purpose of reducing the number or hours of full-time employees.

3.1.8 After reviewing student needs in special education with the building principal, a schedule of paraeducator and teacher collaboration will be developed to allow no less than 30 minutes per week to discuss student needs. The intent is to have the collaboration meetings scheduled during the school day. However, if it is not possible to meet during the school day, the paraeducator will be compensated for up to thirty (30) minutes per week for meetings scheduled before or after school.

3.1.9 Paraeducators and Transition Specialists shall have the employee option to work the Student Waiver Days for conferences with pre-approval from their supervisor. Paraeducators and Transition Specialists who work Student Waiver Days for conferences shall be compensated at their regular rate of pay for the duration of their work. Participation in Student Waiver Days for conferences is not required for classified staff members. Paraeducators and Transition Specialists working on Student Waiver Days for conferences shall perform duties and responsibilities assigned by the District.

Section 3.2 Overtime Compensation and Call Back

3.2.1 If a supervisor or principal requests an employee to work in excess of a forty (40) hour work week, the employee will be offered the choice of compensating time off at a mutually agreeable time or overtime

pay. For overtime pay, employees will be compensated at the rate of one and one-half (1-1/2) times the regular salary schedule rate when requested to work more than forty (40) hours during the regular work week, subject to approval by the Superintendent or designee. (See section 4.1.5.)

3.2.2 An employee required to return to work following the completion of her/his shift or prior to the beginning of the shift shall be guaranteed a minimum of two (2) hours pay at overtime rates, provided the additional time is not contiguous to the employee's work schedule.

3.2.3 Employees will not be required to work on Sundays, holidays, or at any time over federal holiday weekends. At the request of a supervisor and if an employee chooses to work on a Sunday, they will be compensated at one and one-half (1-1/2) times the normal hourly rate; at the request of a supervisor and if an employee chooses to work on a state legal holiday or state legal holiday weekend, they will be compensated at two (2) times the normal hourly rate.

Section 3.3 Discipline and Discharge

3.3.1 The District may institute disciplinary action for employee behavior that adversely affects the employee's effectiveness on the job, or that Washington State or Federal law determines to be sufficient cause for discipline. Such behavior includes, but is not limited to: insubordination, conviction of a felony, use of drugs at the work site prohibited in Board Policy or use of District facilities, supplies or equipment for personal gain.

3.3.2 Disciplinary action is to be for just cause and shall be reasonably proportionate to the circumstances, but may include a verbal reprimand, letters placed in the employee's permanent file, probation, suspension or discharge. The specific grounds forming the basis for disciplinary action shall be made available to the employee in writing.

3.3.3 An employee shall be entitled to have a representative of the Association present during any disciplinary meeting. When a request for such representation is made, no meeting shall continue nor shall any action be taken with respect to the employee until such representative of the Association has reasonable opportunity to be present. Such a meeting may not be delayed more than 24 hours unless the parties mutually agree to the delay. However, an employee may be placed on administrative leave, and the disciplinary meeting will be expedited and held as soon as possible. Any complaint not called to the attention of the employee within ten (10) days of receipt may not be used as the basis for any disciplinary action against the employee. Further, in the event a disciplinary action is to be taken, the employee shall be advised to the right to representation prior to the imposition of discipline. (Also see sections 2.3.7 and 6.1.2.)

Section 3.4 Layoff and Recall

3.4.1 In the determination of layoffs, the individual with the least seniority in the categories listed in section 1.1 where the reduction is to take place shall be laid off. For the purposes of this Article, a layoff shall also mean a reduction in hours of more than 45 minutes from that which the individual was previously assigned in the school year immediately preceding the reduction.

Employees affected by lay-off shall be placed on a re-employment list maintained by the District according to lay-off ranking. Such employees are to have first consideration in filling open positions in the bargaining unit. Names shall remain on the re-employment list for 24 months.

3.4.2 The termination of a temporary or substitute/leave replacement employee as defined in Section 1.2.2 shall not be considered a layoff unless a regular employee is filling such a position, in which case the terms of Section 3.4 shall be applicable. Notices of recall shall be sent via the employee's last known personal email address and by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/her current personal email address and current mailing address.

3.4.3 The District and Association acknowledge that financial aspects of this Agreement are based on known or anticipated revenue. In the event the District anticipates a layoff of employees, the District and Association shall meet to discuss the cause of the significant change. In the event the District anticipates a layoff of employees, the Association and the affected employees will be given reasonable notice prior to the time the layoff would occur.

3.4.4 An employee who has rejected an offer of recall will be removed from the recall list provided that the employee was offered a position substantially equal to that held prior to lay-off. Substantially equal would be within 45 minutes of their position held at time of lay-off.

3.4.5 All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff. In addition, an employee rehired after September 1 shall be granted one (1) increment if the employee would have been eligible for incremental movement on the September 1 immediately following the layoff.

3.4.6 An employee shall forfeit rights to re-employment as provided in 3.4.1 if the employee does not comply with the requirements in 3.4.2, or if the employee does not reply to the offer of re-employment within fifteen (15) days.

3.4.7 Employees on lay-off are eligible to continue their insurance benefits in accordance with COBRA.

Section 3.5 Transfers, Reassignments, Vacancies, and Newly-Created Positions

3.5.1 Assignment. When assigning employees for the next school year to existing positions, the District shall solicit employee preferences no later than June 30 of the current school year. Then, the District shall consider the employee's qualifications, experience, and seniority, with the most senior employee's preferences being honored as nearly as possible.

3.5.2 Involuntary Transfer. When an involuntary transfer is anticipated, volunteers will be sought prior to the implementation of any involuntary transfers. The District shall first e-mail all bargaining unit members regarding the availability of the position. An employee may request a meeting with the Superintendent/designee prior to implementing the contemplated change, at which time the Association representative may be present. Members shall have five working days to indicate interest in the position. The District shall determine the most qualified employee to fill the position, with volunteers given preference. Any involuntarily-transferred employee shall be given written reasons for said transfer.

3.5.3 Vacancy. When a vacancy occurs, the District agrees to first notify staff within the appropriate category who are in lay-off status. Should there be no employees in lay-off status, the district agrees to post notice of vacancies for at least three (3) working days prior to posting out of house. Notices of vacancies will be posted on the employee bulletin boards at each school site and will be emailed to all employees. Employees may leave a self-addressed envelope with the District office when they desire to be considered for any vacancies that may be posted after the regular school year. The Association president(s) will be notified of postings during the summer by their preferred method of communication, for example mail or email. The district will determine the most qualified applicant for the position. Current qualified Association applicants will be given priority over non-bargaining unit applicants. If an applicant with less seniority is selected over an applicant in the bargaining unit with greater seniority, the non-hired employee shall have the reason explained as to why they were not selected.

3.5.4 Positions that are temporary in nature will be advertised as such and the new hire will be advised of the temporary nature of employment.

3.5.5 Any current qualified employee applying for a posted vacancy will be guaranteed an interview.

3.5.6 CESA shall have voluntary representation on any interview committee conducting interviews for any CESA bargaining unit position.

Section 3.6 Seniority

3.6.1 Seniority is defined as the length of time a unit member has been employed. Seniority shall be counted from the first day of paid service as an employee of the District.

3.6.1.1 Seniority shall be granted to all unit members who are hired as regular employees. Seniority shall not be granted to those unit members who are temporary employees unless the temporary employee works more than ninety days within any school year. Upon the ninety-first day of employment within any school year, seniority shall be granted retroactively as stated in 3.6.1 above.

3.6.2 The following categories of employees are created for seniority purposes: clerical; paraeducators; maintenance; custodial; transition specialist; nurse; community liaison; dean of students/athletic coordinator; computer technician; farm manager; food service.

- 3.6.2.1** If an employee changes jobs or is reassigned into another job which is in a different category but within the unit, they will retain seniority in the original category until seniority in the new category is equal to or exceeds that in the original category, at which time they will lose seniority in the old category.
 - 3.6.2.2** Unit members who assume a position with the District but outside the bargaining unit, but return to a unit position within 12 months, will have their original seniority restored.
 - 3.6.2.3** Seniority shall be lost for the following reasons: resignation, discharge for cause, and retirement.
 - 3.6.2.4** Seniority rights shall not be lost for the following reasons: industrial accident, industrial injury, leaves of absence granted by the board, or for layoff status for less than twenty-four (24) months.
- 3.6.3** The District shall publish a seniority list by November 15 of each school year. The Association shall have the right to challenge the accuracy of the list by filing notice with the District on or before December 15 of the year said list is posted. Should the Association fail to challenge the list by December 15, the list will be considered correct, save for employees new to the District after the list was posted. Absent any challenge, the list shall not be subject to challenge until posted in the subsequent year.

Section 3.7 Clothing Allowance

3.7.1 The District agrees to reimburse the farm manager, food service, custodial and maintenance employees up to \$250 per year for work clothes/shoes. Receipts will be required for reimbursement of expense of the work clothes/shoes.

3.7.2 The District agrees to reimburse paraeducators up to \$250 per year for smocks and raingear for those paraeducators who, in the course of their duties, need such garments. Receipts will be required for reimbursement of expense of the smocks and raingear.

Section 3.8 Employee Privacy

The school district respects the privacy of its employees' personal communications, while recognizing these rights are limited, in certain circumstances, within the context of public-school employment. The district will not intercept or record any employee's personal communications, such as personal emails and text messages, without the employee's consent. Under this section, personal communications are limited to employees' communications that (1) are made outside the scope of employment; (2) do not pertain to district business; and (3) are not sent from or received on district-issued devices, district email accounts, or district networks.

An employee in the course of his or her employment may be provided access to the district's computers, computer networks, software, on-line services, voice mail, electronic mail, offices, desks, workstations or other district property. Any information or objects stored or kept in or on any of the aforementioned items or other district property are subject to inspection by the district without notice and should not be considered private by the employee.

The district will comply with all applicable federal and state laws regarding employee privacy rights, including the Electronic Communications Privacy Act (ECPA) and the Washington State Privacy Act (WSPA).

Section 3.9 School and Facility Maintenance

The District will schedule an annual meeting of custodial, grounds, and maintenance representatives from the Association, the maintenance supervisor, school principals, and the

superintendent to discuss the time required to adequately clean and maintain each room or work area. Criteria to be reviewed will include but are not limited to:

- daily vacuuming of classrooms;
- daily removal of trash;
- cleaning and sanitizing schedules for sinks, countertops, tables, etc.;
- routine facility and grounds maintenance.

If there is a significant change to facility use (e.g., fewer classrooms occupied, new facilities constructed), or to custodial staffing numbers, the District will schedule a special meeting to review the impact of the change.

Section 3.10 Mandatory Training

3.10.1 One additional day will be provided for all CESA employees to complete all Safe School Training and any other required training prior to the start of school.

3.10.2 All paraeducators that work with students with special needs are required to attend a minimum of up to two (2) days training for crisis prevention and intervention prior to the beginning of every school year. The above training dates will be mutually calendared and affected employees will be notified in writing by June 30 of the prior year. Training shall not take place earlier than 8 days prior to the first day of school, and the days shall be consecutive whenever possible.

3.10.3 Upon request, the district will reimburse employees for the cost of acquiring and renewing a food handler's permit.

ARTICLE IV – HOLIDAYS AND VACATIONS

Section 4.1 Paid Holidays

4.1.1 Employees shall be compensated at their regular rate of pay for the following holidays which fall within their work year:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Native American Heritage Day/ Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

When one of the above holidays falls on a Saturday, the preceding Friday will be a holiday. When one of the above holidays falls on a Sunday, the following Monday will be a holiday.

4.1.2 Work performed on any state legal holiday will be paid at the rate of two (2) times the regular rate of pay.

4.1.3 Employees working less than 260 days per year shall be compensated at their regular rate of pay for a minimum of seven (7) holidays per year.

4.1.4 Paid holidays shall be considered a day worked for overtime purposes.

4.1.5 When the work year contains 261 workdays, employees scheduled to work 260 days will be entitled to an additional non-work day.

Section 4.2 Vacations

4.2.1 Full-time employees, those working 2080 hours annually, are entitled to annual paid vacation benefit based on the accrual listed below:

During the	Days per year
1st through 5th years	10
6th year	11
7th year	12
8th year	13
9th year	14
10th year	15
11th year	16
12th year	17
13th year	18
14th year	19
15th year	20

4.2.2 Paid vacation leave for part time employees working 260 days per year will be computed on a pro rata basis, using the ratio of the employee's scheduled hours per year divided by 2080. Other part time employees will not receive vacation leave.

4.2.3 An employee may take vacation leave after they have been employee for six (6) months. Vacation schedules must recognize the operational needs of the District and are subject to approval by the supervisor or principal. If more than one (1) employee within the same employment category requests the same vacation period, then the most senior employee shall have the first choice of available vacation periods. Any vacation

requests of more than fifteen (15) days or when requested less than twenty (20) days in advance are subject to approval by the Superintendent. In the event that a vacation leave is denied, the affected employee will be notified of the reason for denial in writing. Vacation balances may accumulate up to a maximum of 30 days. After the maximum has been reached vacation must be used or lost at the date of accrual. The maximum days to cash out at retirement or resignation is thirty (30) days.

4.2.4 When employees separate from service by reason of resignation, layoff, dismissal, retirement or death, they, or their estate, are entitled to a lump sum payment of unused vacation leave.

4.2.5 If a situation arises while an employee is on paid vacation leave for which the employee is entitled to other leave (e.g., illness, injury or death of a relative), the employee will be granted such leave in lieu of the approved vacation leave, provided the employee submits a request within fourteen (14) days after returning to work indicating the type of leave requested and the circumstances requiring the change in leave status.

ARTICLE V – LEAVES

The leaves defined below apply to employees working 176 days or more. Employees working a partial year will receive the same leaves on a pro-rata basis. Unless specifically stated, leaves are non-cumulative. Leaves defined below will be front-loaded. In the event an employee terminates employment, leave balances will be adjusted to reflect earned leave. If unearned leave has been used and paid, those monies already paid will be deducted from the final paycheck.

Section 5.1 Sick and Emergency Leave

5.1.1 At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay. A day shall be the number of base hours in an employee's work day. Sick leave may be used for employee absence caused by illness, injury, pregnancy, childbirth, physical and mental disability, or to care for a family member as provided for in RCW 49.12.270 commonly referred to as the Washington Family Care Act.

Sick leave granted for pregnancy and childbirth shall be for that period of disability as documented by the employee's physician.

The District may require a signed statement from a physician for any absence in excess of five (5) consecutive days.

5.1.2 Unused sick leave may accumulate up to the amount legally allowable by law (RCW 28A.400.300). Employees covered by this Agreement shall be entitled to be compensated for unused sick leave in accordance with the District Sick Leave Cash Out policy which shall be maintained during the life of the agreement.

5.1.3 In the event an employee is absent for a reason covered by Industrial Insurance, the employee may elect to use accumulated paid leave available to them. At the employee's option, paid leave may be restored equal to the value of time loss payments upon submission of the time loss payments to the district.

5.1.4 Sick leave earned and unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment after verification.

5.1.5 An employee who is unable to perform his/her duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. An employee returning from such leave shall be assigned to their previous position or a position that is substantially equal (substantially equal would be within 45 minutes per day). The layoff and recall provisions shall be applicable to the employee on leave. If a reduction in force occurs while the employee is on leave, the employee will have the same seniority rights as if they had not taken leave.

5.1.6 The District shall make available shared sick leave pursuant to District policy and state law for use by members of the bargaining unit.

5.1.7 If an employee resigns and has used sick leave that has not accrued, he/she will have those days (monies) already paid deducted out of their final paycheck.

5.1.8 Emergency leave will be limited to leave caused by fire, flood, disaster, or another serious condition suddenly precipitated where preplanning was not possible which require the personal attention of the employee and which cannot be reasonably accomplished at times other than during the work day. Emergency leave will be deducted from the employee's sick leave balance. If none, personal leave may be substituted, otherwise leave will be unpaid.

Section 5.2 Bereavement Leave

The District will grant each employee up to five (5) working days of bereavement leave per incident in the event of death in the employee's immediate family. For this purpose, immediate family is defined to include parents/step-parents, spouse, child/step-child, siblings, and person(s) living in immediate household as a member of the family.

A maximum of two (2) days of bereavement leave will be granted for the death of son/daughter-in-law, brother/sister-in-law, uncle/aunt, nephew/niece, mother/ father-in-law, grandparent, or grandchild. A two (2) day extension may be granted for travel out of state or under unusual circumstance, at the discretion of the superintendent.

Section 5.3 Jury Duty and Subpoena Leave

5.3.1 An employee who is summoned to serve as a juror or is obligated to appear in court as a party or is named as a codefendant with the District or is subpoenaed as a witness shall notify his/her immediate supervisor immediately upon learning of the need for leave. For jury duty, the employee shall receive normal pay. An employee who is subpoenaed as a witness shall be granted leave with normal pay, with any witness fees remitted to the District. In the event the Association brings suit against the District, the Association shall reimburse the District the wages of any employee covered by this agreement who testifies on behalf of the Association.

Section 5.4 Military Leave

5.4.1 Military leave shall be granted in accordance with current law.

Section 5.5 Personal Leave

5.5.1 The District will grant each employee covered by this Agreement three (3) paid days annually for personal leave. Employees may use personal leave as needed, subject to prior approval of their supervisor or principal, or if the supervisor or principal is not available, the Superintendent. The Association agrees that all employees will request personal leave sufficiently in advance to allow for necessary adjustments to the work schedule. The supervisor or principal will not be required to approve requests for personal leaves that would occur during the first or last week of the school year, or on the day before or after a school holiday or three-day weekend.

5.5.2 Up to three (3) unused personal days may be carried over to the next year. Carry over will occur automatically. After the rollover of personal days, the remaining days will be automatically cashed out. Cashed out personal days will be paid to the employee at the end of each fiscal year at their current hourly rate. The maximum balance for personal leave is six (6) days in any given year. Employees working for the District for 21 or more years are still eligible for the provisions of 5.5.4.

5.5.3 Employees working for the District for 17 or more years shall receive two additional personal leave days annually. All other provisions of 5.5.2 apply except if carry over days are available, they may have a maximum balance of eight (8) days in any given year.

5.5.4 Employees working for the District for 21 or more years, three (3) days will be carried over automatically. The remaining days (if available) will be automatically cashed out as follows: up to three (3) days will be cashed out at their current rate of pay, followed by cash out of remaining days at the substitute rate for the employee's classification. The maximum balance for personal leave is eight (8) days in any given year.

5.5.5 In addition to the individual allocation, a pool of ten (10) days of additional personal leave will be available to CESA, to distribute to bargaining unit members, for emergency absence from work which requires more days than the individual's employee's leave will cover. The CESA is responsible for administration of this pool of additional leave.

Section 5.6 Association Leave

5.6.1 The District shall grant five (5) days leave with pay to the Association as determined by the Association President or the President's designee. The Association shall reimburse to the District the cost of any substitute hired to replace the employee during such leave.

Section 5.7 Other Leaves

5.7.1 The District may grant leave without compensation for reasons personal to an employee covered by this Agreement at the sole discretion of the Superintendent. Except in an emergency, the request for a leave of absence is to be submitted in writing at least sixty (60) days prior to commencement of the leave, and is to specify the duration of and the reasons for the request. Denial of a request for a leave of absence is not subject to the grievance procedure. When possible, an employee who returns from leave shall be placed in a position with similar duties and at least the same rate of compensation as when leave commenced. The layoff and recall provisions shall be applicable to the employee on leave.

Section 5.8 Family Medical Leave

5.8.1 The District shall make available the terms of the Family Medical Leave Act of 1993 in accordance with District policy.

5.8.2 Washington State Paid Family Medical Leave Provision:

Employees may use their accumulated sick leave to supplement PFML up to 100% of their current salary. All payments of accrued leave during periods of PFML shall be designated supplemental benefits by the employer. PFML and FMLA can be chosen to be taken consecutively instead of concurrently at the employee's discretion.

Employees may use accrued sick and personal leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. If an employee elects to use accrued sick and personal leave to supplement the PFML benefit, this may be done in full or half day increments for the duration of the PFML leave. The employee will notify the District of this election prior to or at the time of the employee's PFML leave. Any changes to this election must occur by the 10th of each month via notification to the District Human Resources office. The employee must provide document verification of weekly benefit amount from the Employment Security Department. Verification will be provided to the district office by the 10th of each month.

ARTICLE VI - PERSONNEL FILES AND EVALUATIONS

Section 6.1 Personnel Files

6.1.1 Employees shall, upon request during normal District business hours, have the right to inspect all contents of their personnel file kept with the District. Upon request, a copy at the employee's expense of any evaluations, letters of reprimand and letters of commendation contained therein shall be afforded the employee. Copies of other documents contained in the personnel file shall be provided at the District's expense. Material not in the District personnel file cannot be used against the employee.

6.1.2 Any derogatory material not shown to an employee within ten (10) days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No material making derogatory reference to an employee shall be kept or placed in the personnel file without notification to the employee. An employee will have twenty (20) days from notification to attach comments to the material. The District is not required to notify or provide the employee with documentary evidence during an investigatory phase involving a serious infraction such as theft, child abuse or sexual misconduct. If an investigation fails to provide evidence of a wrongful act, all material related to the investigation shall be removed from all files. If the District retains such material, it shall be placed in a sealed envelope available to the Superintendent, designee, or attorney only. If there is a public records request made by anyone regarding any employee, the employee shall be so notified. Investigations of employees resulting from complaints or accusations made against them shall take place in an expeditious manner.

6.1.3 A signature does not necessarily mean agreement with the contents of the document, it merely indicates receipt of the document.

6.1.4 An employee may submit a written request to the superintendent for the removal of any material in their personnel file, except evaluations and any material related to the physical or sexual abuse of a student or District employee. Any such material shall be removed upon written request after three years have elapsed from the time the material was placed in the personnel file provided there has been no similar incident(s) occurring.

Section 6.2 Employee Evaluation and New Employee Probation

6.2.1 Evaluations shall be made annually, shall be signed by the appropriate administrator, and shall be scheduled no later than two (2) weeks prior to the end of the employee's regularly scheduled work year. Additional reports and observations other than by the appropriate administrator used in the evaluation shall be identified as to source on the evaluation form.

6.2.2 Employee evaluation shall be pursuant to the employee's job description and work performance utilizing the District's evaluation criteria

6.2.3 An employee shall be given a draft copy of her/his evaluation at least five (5) days before any conference to discuss it. Pursuant to the evaluation procedure, the job description will be reviewed. No evaluation shall be submitted to the District office, placed in the employee's file or otherwise acted upon without prior conference with the employee. Following the conference, the evaluation shall be finalized. An employee shall have the opportunity to delay signing the evaluation for up to three (3) working days.

6.2.4 The employee shall sign the District's copy of the evaluation to indicate that she/he has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to attach a written rebuttal to the evaluation form.

6.2.5 If an evaluation of an employee's performance indicates that the employee fails to fulfill his or her duties as defined by the job description, or consistently fails to observe the reasonable directions of a supervisor or principal, the employee may be placed on written performance probation. The supervisor or principal shall work with the employee to develop a performance improvement plan. The employee shall be given a minimum of forty-five (45) calendar days, (no less than thirty (30) working days) to complete the performance improvement plan. If, after forty-five (45) calendar days, (no less than thirty (30) working days) the employee does not meet the requirements of the improvement plan, the employee shall be subject to termination of employment from the District.

6.2.6 Evaluations shall be written and reviewed in a conference between the employee and their supervisor, using the form attached under Appendix B.

6.2.7 New Employee Probation

6.2.7.1 All new bargaining unit employees shall be on New Employee Probation for the first ninety (90) days of employment. Retention of the employee during this period shall be at the sole discretion of the District.

6.2.7.2 All new employees shall be evaluated at least once during their first month of employment.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 7.1 Definitions

A grievance is an alleged misinterpretation of, misapplication of, or violation of, the terms and/or provisions of this Agreement

A grievant shall mean an individual, a group of individuals and/or the Association.

The term "supervisor" or "principal" shall mean the appropriate administrator.

The term "days" when used hereinafter shall mean work days.

Section 7.2 Procedure for Processing Grievances

7.2.1 Immediate Supervisor or Principal

7.2.1.1 The grievant and the Association representative, or the Association, may orally present a grievance to the immediate supervisor or principal. If the grievance is not settled orally, the grievance shall be presented in writing to the immediate supervisor or principal within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

7.2.1.2 The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, provision or provisions of the Agreement alleged to be violated and the remedy (specific relief) requested.

7.2.1.3 The immediate supervisor or principal, upon receipt of the written grievance, shall arrange for a grievance meeting with the grievant(s) and/or Association representative within five (5) working days of the receipt of the grievance.

7.2.1.4 The immediate supervisor or principal shall provide a written decision incorporating the reasons upon which the decision was based to the grievant(s) and/or Association representative within ten (10) working days from the conclusion of the meeting.

7.2.2 Superintendent

7.2.2.1 If no satisfactory settlement is reached in 7.2.1, the grievance may be appealed to 7.2.2, Superintendent, or his/her designated representative within ten (10) working days of receipt of the decision rendered in 7.2.1.

7.2.2.2 The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within five (5) working days of the receipt of the appeal.

7.2.2.3 The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s) and/or Association representative within five (5) working days from the conclusion of the meeting.

7.2.3 Arbitration

7.2.3.1 If no satisfactory settlement is reached at 7.2.2, the Association, within fifteen (15) working days of the receipt of the decision may appeal the final decision of the District to arbitration.

7.2.3.2 Written notice of a request for arbitration shall be made to the Superintendent within fifteen (15) working days after the receipt of the decision in 7.2.2 above.

7.2.3.3 Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of the Agreement.

7.2.3.4 When a request for arbitration has been made, the parties shall attempt to select an impartial arbiter to hear and decide the case. If the parties are unable to agree to the arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph 7.2.3.5 below shall apply to the selection of the arbiter.

7.2.3.5 In the event an arbitrator is not agreed upon as provided in paragraph 7.2.3.4 above, the parties shall jointly request the American Arbitration Association or the Federal Mediation and Conciliation Services to submit a panel of seven (7) arbiters who practice and reside in Washington or Oregon.

7.2.3.6 The decision of the arbitrator shall be binding on both parties.

- 7.2.3.7 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted.
- 7.2.3.8 The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.

Section 7.3 Additional provisions

7.3.1 Time Limits

- 7.3.1.1 Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
 - 7.3.1.2 Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.
 - 7.3.1.3 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.
 - 7.3.1.4 In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances, will be lodged at 7.2.2 of this procedure.
- 7.3.2 A grievant can be represented at all stages of the grievance procedure by her/himself, or at her/his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Only the Association may submit a grievance to arbitration.
- 7.3.3 The District shall not discriminate against any individual employee or the Association for taking action under this article.
- 7.3.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 7.3.5 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT AND COMMITTEE SERVICE

Section 8.1 Conferences/Workshops/In-service/Training

8.1.1 Employees attending training courses as required by the District shall be compensated at their regular rate, or overtime rate if applicable, for all time spent in such training including travel time, if the training takes the employee off Whidbey Island. Expenses incurred for transportation and/or training course fees will be paid by the District.

8.1.1.1 Employees who are given new or added responsibility which requires additional training beyond what the employee then currently has will be provided the opportunity for training as soon as feasible.

8.1.2 Professional development money in the amount of \$2,500 shall be available to help pay expenses (registration fees, transportation, housing, meals, and other expenses approved by the Association) for any bargaining unit member attending district in-service, meetings, and/or out of district workshops that are agreed to by the Association, provided it is job-related and exclusive of staff meetings.

The Association president shall be informed of the fund balance upon request. The Association president/designee shall authorize in writing all fund disbursement applications. After securing the president's or designee's signature, the fund request form shall be forwarded to the Superintendent for processing.

Any funds remaining at the end of the year will go into a pool to be added to next year's beginning balance. Unused funds to be carried into the next school year may not exceed \$2,500.

8.1.3 Paraeducators in the bargaining unit will be paid to participate in one additional day of in-service activities or principal/director-assigned responsibilities prior to the beginning of the school year.

8.1.4 All staff members who are required to use new technology or platforms shall receive adequate training and/or resources in a timely fashion. The training shall cover the necessary knowledge and skills related to the new technology or platforms. The training sessions may be asynchronous or synchronous and will be intended to best meet the needs of the staff.

The district shall also provide ongoing instructional technology training to all staff members to enhance their technological skills and knowledge. The training sessions shall be provided at regular intervals and may include technology mini-sessions at building meetings, on-site support, on-the-job training, online courses, workshops, or other suitable formats. New hires shall also receive technology training as part of their orientation.

ARTICLE IX - INSURANCE

Section 9.1 Eligibility

Eligible employees covered by this Agreement shall be provided access to health and wellness insurance programs provided by the Health Care Authority through the School Employees Benefits Board (SEBB). Information on eligibility and coverage are available from the District Office or on the SEBB website.

In the event that an employee is hired at a time of year that would not provide them with enough hours in the year to reach the SEBB eligibility threshold of 630 hours but would otherwise be anticipated to reach the threshold absent the timing of the hire, the District will deem them eligible for SEBB benefits.

Section 9.2 Employee Assistance Program

9.2.1 At no cost to the employee the District shall make available an "Employee Assistance Program" pursuant to Board policy which shall be maintained during the life of the agreement.

Section 9.3 Optional Benefits

9.3.1 An employee may purchase mutually agreed upon optional benefits through payroll deduction. The benefits include accident, illness and disability insurance; voluntary life insurance, and any other mutually agreed upon program that is allowed by SEBB rules.

Section 9.4 Continuation of Benefits

SEBB allows continuation of insurance benefits in accordance with the terms of COBRA. (For coverage under the Family and Medical Leave Act, see section 5.9.) See the District Office or SEBB website for further details.

Section 9.5 Injuries by Students

If an employee is injured as a result of an assault while performing district contracted duties and said assault becomes a valid Labor and Industries (L&I) claim, the following will occur:

- The L&I approved claim will be paid by L&I.
- Employees will access additional benefits as necessary through their SEBB plan.
- Coupeville School District will pay any L&I approved medical claims that were not fully funded by either the L&I or the individual's health and welfare plan, up to a maximum of \$5,000 per incident.
- Coupeville School District will pay the difference between the work loss payment from L&I and the employee's regular wages, for up to one year of work loss as approved by L&I.

ARTICLE X - SALARIES

Section 10.1 Salary Payment

10.1.1 Employees shall be paid in accordance with the terms of this agreement.

10.1.2 Except for substitute/leave replacement and temporary employees, an employee's base salary shall be paid in twelve (12) equal monthly installments.

10.1.3 Salaries contained in Appendix A shall be amended as follows:

- The 2023-24 Schedule A reflects a 3.7% IPD increase from the 2022-2023 Schedule A.

10.1.4 Retroactive pay, where applicable, shall be paid on the first regular pay day following mutual ratification of this Agreement, if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XI, such retroactive pay shall be paid on the first regular pay day following mutual ratification of such schedule, if possible, and in any case not later than the second regular payday.

10.1.5 An employee shall be eligible for an increment if they were employed for at least ninety (90) days in the preceding school year and if they have remaining incremental movement available. Increments shall be effective September 1 of each year of this agreement. Former employees or employees returning from layoff shall receive an incremental increase effective on their first day of reemployment, if subsequent to September 1 and if they qualify under the terms of this section.

10.1.6 Unless otherwise required by law, new employees shall be placed on the appropriate salary range at either Step 1 or Step 2, at the discretion of the District. The District will notify the Association of the placement.

10.1.7 An employee who is required to temporarily work in a position on a higher salary range in the bargaining unit shall be paid on the same step in the higher classification. An employee who is required to temporarily work in a position on a lower salary range in the bargaining unit shall be paid at their regular rate of pay.

10.1.8 An employee who voluntarily transfers to a position on a higher salary range in the bargaining unit shall be placed on the step that is closest to but not less than their rate of pay on the lower salary range. An employee who voluntarily transfers to a position on a lower salary range in the bargaining unit shall be placed on the step that is closest to but not less than their salary at the time of transfer, except that their salary shall not exceed the top step of the lower salary range.

10.1.9 For employees that begin their shift at 2:30 pm or later, a shift differential of \$0.50 per hour will be provided. For any employee that is called in to work between the hours of 12:00 am and 6:00 am a shift differential of \$2.00 per hour will be provided.

10.1.10 Upon written request to the superintendent, the district will provide a "10-event ticket" to a CESA member for admission to school activities. Additional 10-event tickets will be provided as needed.

10.1.11 An additional \$2.50 per hour will be paid to paraeducators required to perform medically invasive procedures (ie. Feeding tubes/gastrostomy, catheterization, feminine hygiene, diapering, etc.).

An additional \$1.00 per hour will be paid to paraeducators or secretaries who are willing to perform supportive hygienic needs (ie. throw-up, toileting, etc.). Staff must be approved for these hourly rate increases by their supervisors no later than September 15th annually. This will be for the school year, with flexibility as needed for students incoming or outgoing.

Section 10.2 Travel and Other Provisions

10.2.1 Employees required to travel on District business using their own vehicle shall be reimbursed for such travel on a per-mile basis at the IRS rate per mile or District approved rate, whichever is greater.

10.2.2 Other Provisions

10.2.2.1 Salary direct deposit is a condition of employment.

10.2.2.2 Automatic payroll deduction for the following programs is available to employees: credit union depositions, approved tax sheltered annuities, additional insurance beyond basic benefits, Union dues and duly authorized WEA/NEA political action contributions.

Section 10.3 Longevity Pay

10.3.1 Beginning September 1, 2015, the following longevity payments will be made to employees who qualify:

- A. At the beginning of the 11th* year of service and every year thereafter, each employee will receive a lump sum payment of 1% of their **annual pay.
- B. At the beginning of the 14th* year of service and every year thereafter, each employee will receive a lump sum payment of 2% of their **annual pay.
- C. At the beginning of the 17th* year of service and every year thereafter, each employee will receive a lump sum payment of 3% of their **annual pay.
- D. At the beginning of the 21st* year of service and every year thereafter, each employee will receive a lump sum payment of 4% of their **annual pay.
- E. At the beginning of the 25th* year of service and every year thereafter, each employee will receive a lump sum payment of 5% of their **annual pay.

*Eligibility for longevity pay is based on the CESA seniority list.

**Annual pay is defined as an employee's regular annual pay and does not include shift differential or toileting stipends.

A lump sum payment will be made in September of each year.

Section 10.4 Cell Phone

In recognition of the Transition Specialists' use of their personal cellular devices for District related communications, the District will compensate Transition Specialists \$100 per month or will be given a district-provided phone to use. This allowance will not require itemized receipts.

Section 10.5 Cost-of-Living Adjustment

The classified salary schedule will be increased by the cost-of-living adjustment that is established by the State Legislature independent of any additional bargaining terms.

ARTICLE XI - TERM AND SEPARABILITY OF PROVISIONS

Section 11.1 Term

11.1.1 The term of this Agreement shall be one year, from September 1, 2023, and extending through August 31, 2024. The parties agree that upon mutual agreement any article of this Agreement may be reopened for negotiation.

Section 11.2 Separability and Other Provisions

11.2.1 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except that this Agreement may be reopened and modified at any time during its term upon mutual written consent of the District and the Union.

It is agreed that if there are significant changes in the state allocation that either negatively or positively impacts salaries, or the current agreement has a negative impact on the district maintaining financial solvency, that it constitutes a reason to reopen the Agreement by mutual consent.

11.2.2 The parties agree to commence bargaining for a successor agreement no later than May 1, 2024.

Coupeville Educational
Support Association

By: _____

Shelly LaRue, President

Date: _____

9/1/23

Coupeville School District

By: _____

Steve King, Superintendent

Date: _____

9/1/23

APPENDIX A – SALARY SCHEDULES

SALARY SCHEDULE 2023-2024 (BASED ON 3.7% IPD)

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Secretary	\$28.50	\$29.54	\$31.08	\$31.45	\$31.87	\$32.24	\$32.64	\$33.23	\$33.83	\$34.41	\$34.99	\$35.22	\$35.47	\$35.71
Maintenance Grounds	\$32.03	\$33.52	\$35.05	\$35.42	\$35.78	\$36.16	\$36.52	\$36.92	\$37.29	\$37.65	\$38.03	\$38.52	\$39.02	\$39.52
Lead Custodian	\$29.70	\$30.89	\$32.12	\$32.41	\$32.71	\$33.02	\$33.33	\$33.64	\$33.92	\$34.21	\$34.51	\$34.92	\$35.34	\$35.76
Custodian I	\$28.16	\$29.34	\$30.54	\$30.82	\$31.11	\$31.41	\$31.71	\$31.99	\$32.29	\$32.57	\$32.87	\$33.28	\$33.71	\$34.13
Custodian II	\$27.80	\$28.88	\$30.08	\$30.38	\$30.67	\$30.95	\$31.24	\$31.52	\$31.82	\$32.08	\$32.39	\$32.79	\$33.18	\$33.59
Para Educator	\$27.80	\$28.88	\$30.08	\$30.38	\$30.67	\$30.95	\$31.24	\$31.52	\$31.82	\$32.08	\$32.39	\$32.79	\$33.18	\$33.59
Community Liaison	\$24.46	\$25.97	\$27.49	\$27.85	\$28.24	\$28.61	\$29.00	\$29.38	\$29.77	\$30.17	\$30.54	\$31.03	\$31.52	\$32.03
Transition Specialist	\$29.47	\$31.28	\$33.09	\$33.55	\$34.01	\$34.47	\$34.94	\$35.39	\$35.78	\$36.28	\$36.75	\$37.36	\$37.99	\$38.61
Vocational Transition Specialist	\$29.47	\$31.28	\$33.09	\$33.55	\$34.01	\$34.47	\$34.94	\$35.39	\$35.78	\$36.28	\$36.75	\$37.36	\$37.99	\$38.61
Nurse: RN	\$42.67	\$45.30	\$47.94	\$48.60	\$49.28	\$49.92	\$50.57	\$51.26	\$51.90	\$52.59	\$53.23	\$54.12	\$54.98	\$55.85
Nurse: LPN	\$31.90	\$33.86	\$35.84	\$36.33	\$36.83	\$37.32	\$37.81	\$38.31	\$38.79	\$39.30	\$39.79	\$40.45	\$41.11	\$41.75
Dean of Students	\$33.58	\$35.66	\$37.75	\$38.28	\$38.79	\$39.34	\$39.86	\$40.45	\$41.08	\$41.68	\$42.28	\$42.86	\$43.42	\$43.98
Computer Tech	\$36.89	\$37.61	\$38.36	\$38.55	\$38.75	\$38.93	\$39.15	\$39.34	\$39.53	\$39.73	\$39.92	\$40.18	\$40.45	\$40.71
Food Service Worker	\$27.80	\$28.88	\$30.08	\$30.38	\$30.67	\$30.95	\$31.24	\$31.52	\$31.82	\$32.08	\$32.39	\$32.79	\$33.18	\$33.59
Assistant Cook	\$32.99	\$34.07	\$35.27	\$35.57	\$35.86	\$36.14	\$36.43	\$36.71	\$37.00	\$37.27	\$37.57	\$37.97	\$38.37	\$38.77
Farm Manager	\$32.03	\$33.52	\$35.05	\$35.42	\$35.78	\$36.16	\$36.52	\$36.92	\$37.29	\$37.65	\$38.03	\$38.52	\$39.02	\$39.52

*An additional \$2.50 per hour will be paid to paraeducators required to perform medically invasive procedures (ie. Feeding tubes/gastrostomy, catheterization, feminine hygiene, diapering, etc.).

**An additional \$1.00 per hour will be paid to paraeducators or secretaries who are willing to perform supportive hygienic needs (ie. throw-up, toileting, etc.). Staff must be approved for these hourly rate increases by their supervisors no later than September 15th annually. This will be for the school year, with flexibility as needed for students incoming or outgoing.

NOTES:

- Substitute employees shall be paid at 75% of step one for the position for which they are hired, except for custodial substitutes, who will be paid at 75% of step one of the Custodian II position.
- Paid holidays will be considered work days for the purpose of overtime calculations.
- School year staff receive a minimum of seven (7) paid holidays.
- Paraeducators will have one additional day prior to the start of the school year to participate in in-service activities.

APPENDIX B – EVALUATION FORM

The evaluation form for all employees covered under this Agreement is attached in this Appendix.

**Coupeville School District
Classified Performance Evaluation Report**

School Year: Employee Name:	Evaluation Type: ___ Probationary ___ Annual
Job Title:	Primary Work Location:

Note: Areas that exceed expectations may be noted in the comment box. If an evaluation criteria is marked as “Area for Growth” or “Does not Meet Expectations,” a written comment must be included.

EVALUATION CRITERIA:	Meets Expectations	Area for Growth	Does not Meet Expectations	Evaluator’s Comments
1. Job Knowledge/Job Performance				
a. performs assigned duties				
b. manages time efficiently				
c. has a working knowledge and understanding of the job				
d. demonstrates skill level appropriate to the job				
2. Quality of Work / Quantity of Work				
a. works productively and efficiently				
b. anticipates what needs to be done and follows through				
c. completes assigned paperwork and forms accurately and in a timely fashion				
d. shows pride and interest in work				
e. is accurate and shows attention to detail				
f. finishes assigned tasks within allotted time				
g. handles multiple responsibilities effectively				
3. Attendance				
a. has consistent and regular attendance				
b. begins and ends work at the designated times				
c. is punctual to assigned duties				

EVALUATION CRITERIA:	Meets Expectations	Area for Growth	Does not Meet Expectations	Evaluator's Comments
4. Interpersonal Skills				
a. treats students, staff and community with dignity and respect and builds positive relationship				
b. works collaboratively with others				
c. fosters a positive working environment				
d. assists others with their tasks when appropriate				
5. Communication Skills				
a. exchanges information accurately and appropriately				
b. communicates clearly, effectively and professionally				
c. understands and responds appropriately to written and verbal communication				
d. listens attentively and indicates understanding				
6. Problem-Solving / Initiative				
a. demonstrates initiative and ability to deal with non-routine and emergency situations				
b. exhibits creative thinking and problem-solving skills				
c. applies problem-solving skills effectively				
d. uses good judgment and makes decisions appropriate to the situation				
7. Adaptability				
a. is flexible and able to multi-task as needed				
b. adjusts to new assignments or working conditions				
c. is receptive to supervisor's suggestions and directions				

EVALUATION CRITERIA:	Meets Expectations	Area for Growth	Does not Meet Expectations	Evaluator's Comments
8. Independence / Self-Motivation				
a. performs assigned tasks with minimal supervision				
b. is self-motivated toward assigned tasks				
9. Professionalism				
a. reacts and responds to all situations appropriately				
b. maintains confidentiality				
c. follows district policy/procedures				
d. perpetuates the characteristics of a positive role model				
e. supports the goals of the district				
10. Safety				
a. understands and applies appropriate safety procedures and practices				
b. maintains orderliness and cleanliness of work area(s) and equipment				
c. work attire meets the safety requirements of the position				
Head or Lead Positions ONLY				
a. manages programs efficiently and effectively (i.e. budget, schedules, supplies)				
b. fosters a positive working environment				
c. has the respect and confidence of those with whom he/she works				
d. provides professional leadership, including the implementation, maintenance and monitoring of program and areas of responsibility				
e. models high standards for others				
f. delegates responsibility when appropriate				
g. keeps the supervisor and other district staff members informed of present and/or anticipated staff and program needs				

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.

_____	_____	_____
SUPERVISOR SIGNATURE	TITLE	DATE

My supervisor has discussed this performance evaluation with me. My signature does not necessarily indicate agreement with the ratings.

_____	_____
SIGNATURE OF EMPLOYEE	DATE

The employee being evaluated may file a statement to be attached to this form. _____ Initial here if statement is attached.

Comments: