

ESS

Education Support Specialist

Tentative Agreement

Below are some general highlights regarding duration and compensation for *all units*:

- The duration of the Collective Bargaining Agreements is 3 years.
- The classified units (UT, IT, CGW, NS, SC and ESS) will see the following salary increases over the 3 year period:
 - 2022-2023 6.5% (IPD +1%)
 - 2023-2024 1.0% or IPD whichever is greater
 - 2024-2025 1.0% or IPD whichever is greater
- The Certificated bargaining unit will earn an increase of IPD for each year of the contract:
 - 2022-2023 5.5% (IPD)
 - 2023-2024 IPD
 - 2024-2025 IPD
- Any additional compensation improvements achieved by the bargaining unit will be listed in the attached documents.

To provide an opportunity for members to preview their unit specific materials and ask questions of their bargaining team, unit specific sessions will be held before the meeting.

Time	Unit	Location
4:00 PM	Certificated	Main Gym
4:00 PM	Educational Support Specialists	Auditorium
5:15 PM	Information Technologies	B 117/119
5:15 PM	Nutrition Services	Choir A107
5:00 PM	Secretarial/ Clerical	Library
5:30 PM	Unified Trades	B 303/305
5:00 PM	Custodial/Grounds/Warehouse	Band A109



As public employees every aspect of our work is political. Our curriculum, our funding, our salaries, our resources, so much is determined by local and state governments.

This year the legislature approved a 5.5% COLA adjustment after pressure from WEA. Our union bargained that into our salaries. That's an increase that ALL our members will see this year, earned through union efforts!



Join WEAPAC today so to keep electing pro-education, pro-union politicians and ensure our school communities have the support and benefits we need. Join and learn more by scanning the code.

General Membership Meeting Guidelines:

All units will convene in the main gym at 6:00 PM where a motion to ratify the tentative agreement will be discussed. We will use the parliamentary rules under Sturgis to run the meeting. Once a motion to ratify the agreement is on the floor you may only speak to that motion in the following ways:

1. You may speak for the motion
2. You may speak against the motion
3. You may ask a question about the motion
4. You may move to close debate
 - a. A motion to close debate is not debatable
 - b. If it passes, a vote will be called for on the motion to ratify.

To begin speaking at a microphone, please give your name, work location and your position on the motion.

Example: I am John Doe from Adams Elementary School and I am speaking for the motion....

General Membership Meeting Agenda:

1. Call the meeting to order – members from the breakout rooms come to main gym
2. Welcomes and Introductions
3. Explanation of the process
4. Motion and debate
5. Voting
 - a. WEAPAC presentation during the ballot counting
6. Announcement of results and next steps
7. Close the meeting

D. The Educational Support Specialist bargaining unit shall consist of full-time and part-time employees except those with supervisory duties, in the following group and job titles:

1. Student Assistance Group

- ~~b. Community School Liaison~~
- b. Drug and Alcohol Specialists
- c. Chemical Dependency Professionals
- d. Family Mental Health Therapists
- e. Family Support Specialists
- g. STEM Career and College Technical Specialist
- l. Gear UP Program Liaison Specialist
- n. Occupational Therapist Assistant (COTA)
- ~~p. Speech and Language Therapist Assistant~~
- o. Board Certified Behavior Analyst (Classified)
- p. Community Engagement Board Liaison
- q. Student Diversion Liaison
- r. District Diversion Liaison
- s. Student Support Specialist
- t. Homeless Program Liaison

3. Security Group

- a. Campus Safety Specialist Resource Officers II
- ~~b. Campus Resource Officers I~~
- c. Campus Safety Response Specialist Officer

5. Paraeducator Group

b. Comprehensive Intervention Program (CIP) MHOH

~~i. IMAGES~~

i. Preschool (AM/PM and School Day) ECEAP

j. Preschool (CIP) Special Education

k. Autism Behavior Learning Environment (ABLE) (including ABLE and ADAPT

~~o. Occupational Therapy~~

~~p. Physical Therapy~~

q. Transition Life Skills Coach/Images

t. Heath Services CNA

~~9. Instructional Materials Handler Group~~

9. Student Specialist Group

a. SVL support Specialist and Lead

Article II – Business; Section 4 – Association Rights

P.19

H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.

i. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number and provide it to the Association.

Article III – Personnel; Section 3 – Holidays

P.24

A. Twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Juneteenth, and Independence Day.

B. Non-twelve month employees shall receive the following paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King's Day, Presidents' Day, and Memorial Day. Employees shall have access to the Juneteenth holiday if their work year extends beyond June 19th, or if they are assigned to work during the summer and their assignment includes work before and after June 19th. These employees shall have access to the Independence Day holiday if their work year extends beyond July 4th, or if they are assigned to work during the summer and their assignment includes work before and after July 4th.

F. Employees will not be required to work on Labor Day except in emergency situations. Campus Response Specialist ~~Safety Response~~ Officers (CSRO), as part of their regular schedule, may be required to work on Labor Day.

F. Paraeducator Reassignment Procedure:

2. Prior to starting the reassignment process, the District will seek input from affected employees at the job site in a job title regarding reassignment. This input may include but is not limited to: suggestions around clustering of buildings, preferences of assignment, and preferences of locations.

G. Campus Safety Specialist ~~CR~~ Reassignment Procedure

1. Assignments may be made for program need.

a. Prior to a supervisor determining there is a need to reassign staff for program need, multiple conversations shall have occurred with the employee to try to address any concerns that may exist.

i. No employee shall be forced to be reassigned for program need more than once in school year.

b. In the event a reassignment for program need will result in the displacement of another employee, volunteers will be sought first. However, the Director of Safety in collaboration with Human Resources will determine placement.

c. The newly displaced person will choose to either take the open position or the place of one of the volunteers.

i. If there is no volunteer, the displaced employee will take the open position and get first right of refusal to the next open position.

d. An employee who is bumped through this process, may only be displaced once in a two school year period, unless mutually agreed upon by the employee and the District.

2. In the spring, prior to starting the reassignment process for the next school year, the District will seek input from employees in a job title regarding reassignment. This input may include but is not limited to: suggestions around buildings and zones, preferences of assignment, and preferences of locations. In the event of layoff, this provision does not apply. Every effort will be made to make decisions prior to the last day of school.

a. In the event there is an opening due to a newly created position, the district will seek input for interest.

b. In the event there is a current employee vacating their assignment, the input provided by the employees as referenced above will be considered.

c. In the event of layoff, this provision does not apply.

d. Every effort will be made to make decisions prior to the last day of school.

3. Reassignment requests will be considered and acted upon by the supervisor prior to posting vacancies for the program. The supervisor shall consider the following when making assignment/reassignment decisions:

- Seniority
- Recent experience in the assignment
- Length of time in the program
- Recent reassignment including staff previously reassigned to positions not requested by the employee
- Skill set and training for the position
- Team cohesion

4. Once the school year starts, the District shall seek volunteers prior to any reassignments.

5. In the event there is a reduction in force, and there are no positions open for reassignment in an affected job title within the site, the displaced employee(s) shall be reassigned to the least senior employee's positions(s) in the District. The least senior employee(s) in that job title shall then be involuntarily transferred or laid off. ~~In the event there are no positions open for reassignment in an affected job title within the site, the displaced employee(s) shall be reassigned to the least senior employee's positions(s) in the District. The least senior employee(s) in that job title shall then be involuntarily transferred or laid off.~~

6. If there are concerns with the reassignment, the employee may appeal to the Director of Safety and Security.

7. Reassignment shall not be made in arbitrary, capricious or retaliatory manner.

8. Involuntary Transfer Procedures:

1. Employees identified for involuntary transfer will be least senior in the job title identified as needing to be reduced. For the Campus Specialists group in regard to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title.

I. Involuntary Transfer Procedures:

1. Employees identified for involuntary transfer will be least senior in the job title identified as needing to be reduced.

a. For the Security group in regards to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title.

b. For the Campus specialist group in regard to involuntary transfer, the least senior shall be defined as the employee with the least amount of time spent in that job title. Former CRO 1/CRO 2 are combined to make CSS

Article III – Personnel; Section 8 – Layoff and Recall

P.38

C. Re-employment Recall Pool

~~2. Any Campus Resource Officer I promoted to a Campus Resource Officer II position during the layoff process shall be placed back into a Campus Resource Officer I position when one becomes available~~

Article III – Personnel; Section 9 – Student Discipline **P.40**

F. ~~Beginning in the 2020-2021 school year,~~ Each building will embark on student discipline related activities as:

Article III – Personnel; Section 11 – Indoor Air Quality **P.43**

A. If there is an environmental concern at a District work site, the employee will email/notify the District’s Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.

Article IV – Personnel; Section 13 – Loss and/or Damage of Personal Property **P.45**

B. The District shall reimburse vandalism to an employee’s vehicle under the following conditions:

1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.
2. The vandalism must have occurred while the employee was at a district work site performing district business.
3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
4. Reimbursement shall be made per vandalism occurrence in the amount of ~~\$250~~ \$125 or the employee’s deductible, whichever is less.

Article III – Personnel; Section 17 – Overtime and Compensatory Time **P.48**

E. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor will be paid the double time (2X) rate.

Article III – Personnel; Section 19 – Employee Evaluation **P.49**

A. Performance Evaluation Process for Non-Probationary Employees

5. Primary and contributing evaluators are assigned as follows:

e. ~~Campus Specialists Group Security Group, For Campus Resources Officers I and II, Itinerant Campus Resource Officers and Campus Safety Response Officers the primary evaluator shall be the campus safety supervisor. A contributing evaluator may be a building administrator.~~

i. For campus safety specialist the primary evaluator shall be the Campus Safety Director. A contributing evaluator may be a building administrator.

ii. For Campus Response Specialists the primary evaluator shall be the Campus Safety Director.

Article III – Personnel; Section 30 – Calendar **P.55**

B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:

1. ~~The Three consecutive workdays Monday, Tuesday, Wednesday~~ before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher work day. The order of these days shall be determined by the affected members in each building. ~~For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.~~ In the event the certificated staff negotiates a change to these days, this language will also be updated.

2. The first day of instruction shall be outlined in the Certificated Bargaining Agreement. the last Thursday in August. When not feasible, the parties will come together to schedule the first day.

3. Labor Day, Veteran’s Day (observed), Martin Luther King’s Birthday, President’s Day, ~~and~~ Memorial Day, and Juneteenth shall be non-student days.

8. The conference schedule is addressed in the parent teacher conference section of the Certificated CBA. In the event the Certificated calendar includes conferences occurring on a full day with no students present, no employee in this bargaining unit will lose pay as a result of this calendar change. Opportunities for training, meeting with student families, supporting teacher will be provided in instances where normal and regular work cannot occur.

Article III – Personnel; Section 33 – Employee Facilities

P.56

B. The District will arrange that the following facilities and equipment be in each building for the use of the employees housed in that building:

8. A serviceable adult-sized desk or table to be shared by employees if there is limited space, an adult-sized chair and a filing cabinet for each regularly assigned employee; additional filing cabinets will be provided as the program dictates. For interpreters who may need to remain seated for long periods to complete their work, the District shall provide portable cushions upon employee request to the program supervisor. This does not apply to Express employees.

9. A separate An individual lockable space for each employee for personal items at each work site. For Express employees this space shall be separate from medication.

Article IV – Student Assistant Specialists, Family Mental Health Therapist, ...

P.58

Section 1 – Work Year, Work Hours and Working Regulations

C. In the event the District delays the start of school by one or ~~two~~ more hours due to weather, employees have the option of using Emergency leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in employee’s arrival to work being delayed by thirty (30) minutes or less from their normally scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

E. Monday Late Starts – Employees will arrive at their regular work time. This time may be used by the employee for assigned job responsibilities. Professional Peer Learning Time (PPL) designated as early release student time that occurs inside of the employee’s regular work day, may be used by the employee for assigned job responsibilities. Employees may also plan and collaborate with each other or their certificated counterparts, provided such time does not result in overtime. The departments shall notify employees by September 1 of any department directed professional development PPL.

F. Nurses:

2. The District will, through every means possible, communicate with families to get health care plans in before three (3) days before the start of school. It will also be communicated that in the event plans are not turned in prior to school starting, students will have a delayed start day to ensure for the safe start for students.

3. The District and Association will create a committee, which will meet beginning in October, to discuss any potential workload being created by the telehealth meetings and the possibility of an MOU.

4. Nurses will be allocated two (2) hours per month (20 hours total) outside the normal workday to participate in collaboration and/or to plan with each other or their certificated counterparts. This collaboration time cannot result in overtime. Cross reference Article XV, Section 3 C 5.

a. Four (4) of these hours will be scheduled as separate one-hour required meetings and will be directed by the Health Services Director. Employees unable to attend the four scheduled meetings shall work with their supervisor to make up the meeting. The Health Services Director will communicate the coming school year's dates and times for these required meetings by May 31. For the 2019-2020 school year, the meetings will be held from 3:30 pm - 4:30 pm:

~~October 30, 2019~~

~~December 16, 2019~~

~~March 25, 2020~~

~~May 18, 2020~~

5. In addition to individual lockable space, school nurses will have lockable space at each worksite to store confidential files.

6. Nurses shall receive training for the specific type of AED equipment in each of their school sites prior to the start of school for existing equipment or prior to installation for new equipment. This will include training on how to document the inspection of the AEDs. To the extent allowed by the law, nurses shall be held harmless for faulty equipment.

a. School nurses will not be responsible for maintaining AED equipment during the summer months.

H. Family Mental Health Therapists

2. In addition to individual lockable space, each Mental Health Therapist will be provided lockable space at each worksite to store confidential files.

5. The District will create a manual of agency guidelines and policies for which both supervisors and employees are expected to follow.

J. During the ~~2022-2023~~ ~~2019-2020~~ school year, a joint District-SEA task force will be created to study the impacts of the new funding model of the Mental Health and Chemical Dependency services programs and contractual workload implications that may apply. The objectives will be to identify impacts and possible solutions to funding challenges and models.

K. ECEAP Family Support Specialists

1. FSS will be provided access to student IEPs in order to provide support to families.

2. In addition to lockable space for personal items, FSS employees will be provided lockable space at each worksite to which they are assigned to store confidential files.

3. Only one (1) FSS will be assigned to a classroom.

4. The district will make every effort to assign FSS to two (2) school sites. In the event an FSS must have students at more than two (2) sites, their caseload will be reduced by one (1) student for each additional site.

a. The district will equitably assign sites and will assign them regionally

5. FSS shall not be asked to do the duties of paraeducators in preschool programs.

6. While on site and when available, FSS may support transitioning students and families entering and exiting at AM/PM preschool sites.

Article V – Deaf/Hard of Hearing Interpreters, Bilingual Specialists, Language Specialists	P.63
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Section 1 – Length of Workday

A. The length of work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.

1. Language Specialists will have a 191-day work year with seven (7) additional days to complete registrations for students outside of their workday. ~~prior to the start of their work year beginning with the 2020-21 school year. Employees shall have the following compensation options:~~

a. These seven (7) days shall be completed at the discretion of the language specialist. These days may be completed any time during the school year and reported on an exception hours form. The employee can either be paid or be provided comp time and they indicated this on their exception hours form. Excluded dates from taking compensatory leave are parent teacher conferences and the beginning of the school year. Unused comp time is paid out in the August paycheck. Report up to seven (7) supplemental days during the September reporting period and paid as a lump sum in the September payroll cycle.

b. Report up to seven (7) days of earned compensatory time, allowing the staff to access additional leave, as approved by the supervisor, during the year. Excluded dates from compensatory leave are parent teacher conferences and the beginning of the school year.

C. In the event the District delays the start of school by one or more two hours due to weather, employees have the option of using Emergency leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by thirty (30) minutes or less from their normal scheduled start time, the employee will contact the supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

Section 2 - Workload

A. All employees working five (5) or more hours per day will be provided thirty (30) minutes of preparation time each day.

1. Deaf Ed Interpreters shall be seven (7) hour employees with one (1) hour of preparation time each day.

B. The District shall maintain at least one (1) full time itinerant Deaf/Hard of Hearing Interpreter Position. Additional itinerant positions will be added based on program needs.

1. The intent of this itinerant is to first provide coverage for Interpreters who are absent and second open positions that are posted but have not been filled.

C. The District will maintain one (1) full time IOSA (Interpreter of Special Assignment)

1. The intent of this position is to support the supervisor with scheduling between the three hubs including extracurricular coverage, school assemblies, EIPA testing, student conferences, IEPs and other communication with staff/administration.

2. The position will also serve as a roaming interpreter to provide coverage across the three hubs as well as sites with part time coverage needs.

E. Language Specialists

1. Language Specialists, who are approved to that complete translation outside their normal workday shall be paid \$.20 a word, rather than by time. The work count will be based on the original English language document word count.

i. A forty-eight (48) notice will be given prior to translations being started when possible.

ii. This work may be completed at home at the discretion of the employee.

2. A clear chain of command will be established and communicated to those working at the FROC.

3. The ELD Specialists will work with their supervisor on how they divide up their work.

D. Deaf Hard of Hearing Interpreter

3. Interpreters shall have access to student IEPs.

4. Interpreters are able to turn in up to two days (14 hours) on an Exception Form to be paid if they choose to attend conferences related to their job in the summer.

Section 3 – Monday Late Start ~~Professional Peer Learning Time (PPL)~~

A. Employees arrive at their regular work time. This time may be used by the employee for assigned job responsibilities. Employees may also plan and collaborative with each other or their certificated counterparts, provided such time does not result in overtime. The department shall notify employees by September 1 of any department directed professional

development. Up for four (4) hours of the allocated TRI time (Article XV, Section 3) may be organized and facilitated by the applicable department for professional development.

B. Professional Peer Learning Time (PPL) designated as early release student time that occurs inside of the employee's regular workday may be used by the employee for assigned job responsibilities. Employees may also plan and collaborate with each other or their certificated counterparts, provided such time does not result in overtime. Up to four (4) of the PPL sessions may be organized and facilitated by the applicable department. Beginning in 2017-2018, the departments shall notify employees by September 1 of any department directed PPL planned through December 31, and by January 1 for any department directed PPL planned for the balance of the year.

Section 4 - Employee Facilities

D. During the 2022-2023 school year, the District will work to identify additional space for Language Specialists to serve families to include appropriate chairs for Language Specialists.

Section 5 – Training

B. The District will provide relevant training for Language Specialists.

1. Supervisors will survey language specialists in the Spring for suggestions on training topics to be provided for the following year.

C. The District shall provide financial support up to \$12,000 each year to assist Deaf and Hard of Hearing interpreters to complete the new education requirements for interpreters. Money unspent at the end of each year shall be rolled over into the pool for the following year. The total pool shall not exceed \$20,000.

1. Interpreters will have up to three years to pass the EIPA (Educational Interpreter Performance Assessment) at a 4.0 level per WAC 181-82-127 or pass the National Interpreter Certification from the Registry of Interpreters for the Deaf and the EIPa written test with a passing score. Deaf and Hard of Hearing Interpreters with education requirements yet to be met shall have access to the remaining pool dollars each year.

a. The District shall distribute this money between interpreters needing to meet education requirements.

2. Interpreters who do not pass the EIPA will be required to attend additional training as outlined by their supervisor. Those needing to attend will be paid up to three (3) days.

Article VI – Campus Safety Specialists (CSS), Campus Response Specialist (CRS)	P.66
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Campus Resource Officers I & II, Campus Safety Response Officers (CSRO)

A. During the staff only days prior to the start of school, the district will provide training to all staff regarding the change to the security model.

B. Until August 31, 2023, former CROIs, shall maintain a 260 day work year and level 5 pay.

1. During the summer months, these employees shall support the district in the following ways:

a. Summer of 2022 – monitoring and supporting the move into the NE and NW middle schools.

b. Summer of 2023 – monitoring and supporting the move into the New South and Sacajawea middle schools.

2. The District may assign meaningful work to the 260-day employees consistent with their daily work schedule to account for the reduction in days in the new model.

3. Employees will continue to advance steps using their current years of experience on the existing salary schedule.

4. Winter Spring and Summer break hours will be 7-3.

C. Beginning on September 1, 2023 these employees will become Campus Safety Specialists with a 200 day work year and level 3 pay.

Section 1 - Work Year

A. Campus Safety Specialists (CSS) shall be ten (10) month employees. The work year for Campus Safety Specialists shall be the same as the school calendar, with an additional ten (10) days of training. The training shall occur eight (8) days before the start of the school year and two(2) days following the school year.

B. Campus Response Specialists (CRS) shall be twelve (12) month employees. These positions will work swing shift, graveyard, weekends, and holidays and may be part time positions.

~~A. All new employees shall serve a probationary period of sixty (60) student days. Probationary employees may be discharged at the discretion of the District during the probationary period and shall have no access to the grievance procedures found herein in regard to such termination.~~

~~B. Campus Resource Officer II shall be twelve (12) month employees.~~

~~C. Itinerant Campus Resource Officer shall be at least ten (10) month employees. Ten (10) month Itinerant Campus Resource Officers shall follow the Campus Resource Officer I work year.~~

~~D. Campus Resource Officer I shall be ten (10) month employees. The work year for Campus Resource Officer I (CRO I) shall be the same as the school calendar, with an additional ten (10) days before the start of the school year.~~

~~E. Campus Safety Response Officers shall be twelve (12) month employees. These positions will work swing shift, graveyard, weekends, and holidays and may be part time positions.~~

Section 2 - Work Day

~~A. Campus Safety Specialists shall work straight eight (8) hours shifts daily, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. Their Scheduled shift will include a thirty (30) minute paid lunch period. Employees will be on site and responsive during their lunch period. CRO I and CSRO shall work straight eight (8) hour shifts. If employees work ten (10) hour days, they will work straight 10 hour shifts.~~

1. Campus Safety Specialist assigned to middle schools shall be scheduled from 8:00 a.m. to 4:00 p.m.

2. Campus Safety Specialist assigned to high school shall be scheduled from 7:00 a.m. to 3:00 p.m.

3. Starting and ending times may be changed during the year, if mutually agreed-upon by the supervisor and the employee. Whole work shifts shall not be flexed to avoid paying overtime.

B. CRS's shall work straight eight (8) hour shifts or ten (10) hour shifts. Schedules must be worked out between the CRS and the Campus Safety Director and adhered to throughout the school year, unless a mid-year change is mutually agreed upon. Their scheduled shift will include a 30-minute paid lunch period. Employees will be responsive to emergencies during their lunch period. Work hours for CRO II shall be between 7:00 a.m. – 5:00 p.m., Monday through Friday.

~~1. Volunteers shall be sought for each shift. If there are not enough volunteers for each shift, CROs will be assigned a shift based on seniority.~~

~~2. The shift assignments shall be reevaluated once annually, at a minimum.~~

~~3. Employees may flex their hours to meet operational needs after consulting with the Campus Safety Supervisor. Whole work shifts shall not be flexed to avoid paying overtime or premium pay.~~

~~C. CRO I shall work eight (8) consecutive hours daily, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.~~

~~1. Regular hours within this time frame shall be determined by the principal at the beginning of the school year.~~

~~2. Starting and ending times may be changed during the year, if mutually agreed upon by the principal and the employee.~~

~~3. The District has the option of flexing the work day outside of the regularly scheduled work day, and/or outside of the regularly scheduled work week up to three (3) times during the school year. Additional times may be flexed if mutually agreed upon between the principal and the employee. This flexible scheduling may include split shifts, and may include up to one (1) Saturday each semester. Hours flexed under this section shall be in no less than three (3) hour blocks. This provision shall not apply to Sundays or holidays.~~

Section 3 - Summer, Winter and Spring Hours

For the remaining CROII (260s), during the 2023 summer, with supervisor approval, summer work schedules may include an option of working four ten-hour (4/10) days instead of the normal five eight-hour (5/8) days. Summer work shifts shall begin at 7:00 a.m. The summer schedule shall be in effect from the first full week after school is dismissed through the last full week prior to the start of school.

For the CRS group, summer work schedules will be created by the Director to ensure that day and night coverage is maintained. Schedules will be offered with input from the affected employees. A thirty calendar day notice shall be given to any change in shift hours or start/end times. Summer schedules will not change for the duration of the summer, unless a mid-summer change is mutually agreed upon.

~~With supervisor approval, summer work schedules may include an option of working four ten-hour (4/10) days instead of the normal five eight-hour (5/8) days. Summer work shifts shall begin at 7:00 a.m. The summer schedule shall be in effect from the first full week after school is dismissed through the last full week prior to the start of school.~~

Section 4 - Assignment of Campus Safety Specialists

A. Staffing levels will be evaluated annually

1. Each comprehensive high school will be assigned at least one (1) Campus Safety Specialist that is not assigned to any other secondary site.
2. Each comprehensive middle school will be assigned one (1) Campus Safety Specialist who will be assigned to no more than two (2) comprehensive secondary school sites.
3. The Hillyard Campus shall be assigned at least (1) Campus Safety Specialist.
4. All Campus Safety Specialists will be assigned no more than three (3) elementary schools for safety updates and supports.

B. All reassignments shall be in accordance with the Safety Specialist program reassignment language.

Section 5 – Overtime

A. In addition to the provisions in the overtime section of this agreement, CSS's and CRS's CROs and CSROs shall receive the following:

1. Any work on Saturdays or Sundays shall be paid at two (2) times the employee's regular hourly rate of pay provided Saturday or Sunday is not part of the regular shift.
2. When a Campus Safety Specialist CRO identifies ~~the~~ ~~that they will~~ need to work overtime, they must immediately contact ~~the a CRO supervisor~~ for approval. If ~~the safety specialist director a CRO supervisor~~ cannot be reached, the safety specialist CRO will contact the Chief Operations Officer Director of Campus Safety for approval to work the overtime.

B. Types of overtime and priority for offering overtime:

- ~~1. Priority for Campus Safety Response Officer (CSRO)~~ Campus Response Specialist Overtime: overtime opportunities for CRS CSRO to cover CRS CSRO shifts

a. District CRS CSRO overtime list

- ~~2. Priority for School Based Overtime:~~ overtime for an event specifically related to a school and its activities:

a. Overtime shall be offered to the CSS assigned to the school where the overtime is offered first. School Based CRO I assigned to that school (if applicable)

b. If a HS has two or more CSS and fewer CSS are needed for an overtime event, the CSS will rotate the overtime opportunities equally. If one declines, they go to the bottom of the list at the school. Second School-Based CRO I assigned to the school (if applicable)

c. A rotation of the Campus Safety Specialists assigned in the feeder pattern where the event is going to occur. Central CRO II assigned to the school

d. District CSS Overtime list Second Central CRO II assigned to the school (if applicable)

e. District Overtime list

3. ~~Priority for~~ District Wide Overtime: overtime for an event open to the entire district

a. District Overtime list

4. Two (2) Campus Safety Specialists CROs shall be assigned for each Varsity SPS District football game at a Spokane Public Schools facility Joe Albi Stadium. ~~Should no Resource Officers be interested in volunteering to work the afterhours SPS High School football games at Joe Albi Stadium, the District may hire security or off-duty law enforcement staff.~~

a. This overtime shall follow the priority for school-based overtime

C. Should no CROs be interested in volunteering to work overtime events, the District may offer the overtime to a qualified CRS CSROs from the CRS CSRO overtime list. If no qualified CRS CSRO is interested, or available, or deemed qualified by the Campus Safety Director Supervisor the District may hire security or off-duty law enforcement staff.

D. The Director of Campus Safety Campus Safety Supervisor shall maintain a District CSS CRO overtime list and a CRS CSRO overtime list. The lists shall be used to rotate overtime assignments.

~~F. Employees on standby/callback may not be on overtime. If an employee is on standby when overtime is offered, they will be skipped on the overtime list, and the next person on the list is called.~~

H. The Director supervisor or office support staff shall contact the employees on the appropriate overtime list and offer the overtime.

6. Should CSS an officer not be available to work because they are on light duty, or off work on L&I at the time an overtime event is offered, the CSS officer shall not lose their seniority placement for overtime opportunities. Should all other CSS's officers more senior than the employee on leave have had the opportunity for overtime by the time the employee is released to return to work, the returning employee will be considered first for overtime at the time they are released.

Section 6 – Standby and Callback Duty

A. Standby is defined as duty that requires an employee be ready to respond as soon as possible, be reachable by telephone or cell phone, be able to report to work in a reasonable amount of time, and refrain from activities which might impair their ability to perform assigned duties.

3. The ~~Director of Campus Safety~~ ~~Campus Safety Supervisor~~ shall set a rotating schedule of standby at the start of each year. The schedule shall rotate every week.

a. The schedule will be rotated equally among the former 260 employees for the 2022-2023 school year. Starting in 2023-2024 school year, the schedule will be rotated equally among the eight (8) most senior employees. If an employee chooses not to be part of the rotation the next most senior employee would be offered the standby duty. The rotation list will be created annually and employees who agree to be on the rotation are committed to the entire school year. ~~Central CRO II's.~~

b. When there is a need to use a CSS CRO II for standby, the CSS CRO II who is on duty will be called.

c. If they are unable to perform the duty, the District will contact the other CSS CRO II's following the defined call out schedule.

d. If no one else will accept the duty, it will be the responsibility of the CSS CRO II on the schedule to fill the standby duty or find someone else to fill it.

4. For each hour on stand-by, each employee shall receive one-half (1/2) hour of compensation at the contract rate.

a. Should standby occur on a holiday, compensation shall be according to the provisions of the contract language for holiday pay.

b. Should standby occur on a Saturday or Sunday, compensation shall be at the double time (2x) rate of pay.

6. CRSs CSROs shall be called first when a CRS CSRO shift needs to be filled. When a CRS CSRO is unable to cover a shift, a former CRO II Central CROs will be asked to cover as standby duty. ~~The Central CRO who covered may request that an Itinerant cover their regular shift for up to two (2) hours without any loss of pay or leaves if an itinerant is available.~~

B. Callback duty is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift.

3. Callback duty beyond the specialist on standby shall be rotated equally based on the callback list.

b. The ~~Director of Campus Safety supervisor~~ may move to the next specialist officer on the callback list if the director supervisor is unable to reach a specialist an officer.

Section 7 – Acting Supervisor

A. Annually the District shall provide a chart outlining the supervision structure for Campus Safety Specialists. ~~When all the Campus Safety Supervisor(s) and Campus Safety Director are unavailable to perform supervisory duties, the most senior Central CRO will assume the supervisor's duties (excluding any evaluation or discipline) as well as continue to perform their own assignment.~~

1. The rate of pay for these additional duties would be twelve (12%) percent above the employee's regular hourly rate.

2. If the most senior Central CRO declines the position, the next most senior Central CRO shall be offered the position until someone accepts the role.

Section 8 – Uniforms

A. The District shall provide up to five (5) new shirts and one (1) school provided shirt, three (3) new pairs of pants, and one (1) new coat for new employees to wear during their worktime. The District shall replace these items as needed with new apparel, by request of the employee and agreed upon by the supervisor. Upon hire, the District shall provide six (6) shirts, three (3) pairs of pants, one (1) jacket of District determined design and insignia, one (1) ballistic vest, and one (1) set of duty gear. The District shall replace these items as needed, by request of the employee, with the approval of the supervisor.

1. Unit members and the Director of Safety and Risk Management shall agree upon the standards for the wearing of the uniform, including options for summer uniforms.

2. It is understood that the uniform shall be worn as prescribed on a daily basis.

B. It is understood that the uniforms will be worn as prescribed, on a daily basis. Employees may choose to wear school provided shirts on days when staff and students are wearing school colors.

C. If an employee determines that protective clothing/equipment is needed, the employee shall submit a request to the Security Supervisor for approval.

1. Upon hire, an employee shall be authorized to spend \$125 for initial purchases of protective gear during their first year.

1. An employee may be authorized up to \$100 per year for approved replacement items upon request.

C. ~~Employees shall receive a stipend each year for maintenance of uniform clothing. This stipend is in the stipend section of this agreement.~~

Section 9 - District-Provided Vehicle

A. The District shall follow the language outlined in the ESS Contract related to employees using the own vehicle. Each Central CRO will be provided a District vehicle for official use to include on-call duty.

1. All insurance and maintenance, including repairs and gasoline, is the responsibility of the District.

2. Taxability of District provided vehicles will follow IRS regulations.

B. ~~The District will continue to take steps towards providing a District vehicle at each site that has a site based officer assigned to it.~~

B. Any District employee who is assigned a position which requires driving a District vehicle must be insurable by the District carrier. Failure to maintain insurability will not result in job loss.

C. If a Campus Specialist is provided a District vehicle for official use.

1. All insurance and maintenance, including repairs and gasoline, is the responsibility of the District.

Section 9 – License Fees

~~The District will reimburse CROs for the actual cost of the City Police Commission and any other license required for their respective positions.~~

Section 10 – Providing Back Up and Coverage

~~A. If in a Campus Safety Specialists responding officer’s opinion, the situation calls for additional support, they should call for support from school administration or Director of Campus Safety. If the situation is an emergency the Campus Safety Specialist should call 911. for police back up.~~

B. While Campus Safety Specialist officers are primarily assigned to their designated site or areas, the Campus Safety Department is considered a District program. As such, shared staffing may occur under the direction of the Campus Safety Supervisor.

~~C. If a Campus Safety Specialist provides coverage for another Campus Safety Specialist at a site that has different hours, the Campus Safety Specialist would flex their hours to match who they are covering.~~

Section 11 - Report Writing

~~A. Campus Safety Specialist shall have time during their workday to complete any report writing. Officers will make every attempt to complete reports during the regular workday.~~

~~B. If workload is such that overtime needs to be authorized to complete reports in a timely manner, the Campus Safety Supervisor will have authority to authorize overtime.~~

~~C. The Campus Safety Supervisor may spell, if needed, other CROs for report writing~~

Section 12 – Facilities

A. In addition to the general facilities rights in Article III, Section 33 “Employee Facilities”, the District will arrange for the following facilities and equipment for Safety Specialist CROs:

1. Each Campus Safety Specialist shall have their own lockable office with a key. If there are multiple Campus Safety Specialists at a site, they may share an office. Each site that has a CRO regularly assigned to it shall arrange a location where the officer can conduct confidential interviews.

2. Each Campus Safety Specialist shall receive a district provided cell phone. Each CRO shall have their own office with a separate security key entrance. If there are multiple CROs at a site, they may share an office.

Section 13 – Assignment of Central CROs

~~Central CROs will be assigned to sites as directed by the supervisor to provide a quick response to their assigned areas. Consideration shall be given to the schools that feed into the middle schools that Central CROs are assigned. Applicable Assignment and Transfer provisions of the contract must be followed as well.~~

Section 14 - Training Fund

A. A training fund of \$4000 per year will be established to enable Campus Specialists (CSS, CRS) officers to attend classes, seminars and workshops. All requests must be approved by the Campus Safety Director.

3. If there is question around approval for training, it shall be brought to the attention of the Chief Operations Officer (COO) Associate Superintendent of School Support Services for resolution.

Section 15— Physical Requirements

Campus Safety personnel must pass a physical agility test to match the requirements of the job upon hire, or promotion from CSRO to CRO, to be paid for by the District.

~~Section 16— Investigations Regarding Law Enforcement Procedures and Use of Force Complaints~~

~~When determined necessary by the Chief Human Resources Officer, the District shall contact the Spokane Police Department to confer on investigations of Law Enforcement Procedures and Use of Force. Nothing in this section requires the Spokane Police Department to respond to the District. The decision to contact the Spokane Police Department by the Chief Human Resources Officer are only subject to Steps 1 through 3 of the grievance process contained in this agreement.~~

Article VII – Paraeducators/<u>Transition Life Skills Coach</u> Job Specialists	P.74
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Section 2 – Length of Workday and Work Year

B. Full time Paraeducators and Transition Life Skills Coaches shall be seven (7) 6.5 hour employees.

1. Inclusive of the seven (7) hours is 15 minutes of readiness time and bus duty each day.

a. Readiness is time for paraeducators to plan and prepare for providing services to students.

b. Readiness time shall be used for the employees to prepare for their job duties.

c. This time shall be directed by the individual paraeducator.

d. This shall be non-student time.

e. The 15 daily minutes of readiness time will not be split into smaller increments unless the employee chooses to do so.

2. All newly hired Preschool paraeducators will serve AM/PM & CIP preschool programs four (4) days a week as seven (7) hour employees and will work the 5th day as a building-level support paraeducator.

a. All current preschool paraeducators who are on a 4-day only work week; seven (7) or seven and one half (7.5) hour, will be able to choose to retain their current 4 day/week; seven (7) or seven and one half (7.5) hour schedule or elect to move to the new five (5) days a week, seven (7) hour schedule starting the 2022/23 school year.

D. In the event the District delays the start of school by one or more two hours due to weather,

employees have the option of using Emergency Leave in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by 30 minutes or less from their normal scheduled start time, the employee will contact their supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

E. Special Education Paraeducators and Transition Life Skills Coaches ~~will~~ may walk out and support supervision of both Special Education and General Education students to the bus in the afternoon and pick up both Special Education and General Education students from the bus in the morning as part of their regular workday.

F. ~~For schools with Special Design (BI, DI, ABLE, ADAPT, MHOH, OI, I-K, Preschool and Transition Life Skill Coaches) programs, at least one (1) Special Education Paraeducator shall be assigned an additional thirty (30) minutes for the purpose of bus supervision of special design students only, provided the additional time is added to the workday of a regularly assigned Paraeducator~~

G. BI, DI, ABLE, Social Pragmatic, CIP, ADAPT, MHOH, I-K, Preschool, Transition Life Skill Coaches and OI Paraeducators may be used to supervise students assigned to their classroom during lunch. This lunch is separate from employee non-duty/non-student lunch.

H. Beginning the 2023/2024 school year, employees in this group shall begin the work year two (2) days before the students start date for building-wide professional development, community and team building.

1. One day, will be to support the building's certificated staff on the Teacher workday. Prioritization will be given to the teacher they are assigned to.

2. One day will be for employees to attend building staff meetings for all relevant topics to include the school discipline plan and training on relevant curriculum.

3. When topics are being discussed that are specific to certificated staff, employees shall use this time to complete their Safe Schools training, Paraeducator Certification Training, review IEPs or to complete other performed activities/tasks as assigned by their teacher/building /program administrator.

I. Salary Placement delineation

1. Level 30

- a. Itinerant Paraeducator Student Services
- b. Deaf Hard of Hearing
- c. Resource
- d. Vision
- e. Title/Lap
- f. Indian Education
- g. Media Transcriber
- h. Vision and Hearing

2. Level 33 includes the recognition of the differential and personal care

- a. Itinerants

- b. Comprehensive Intervention Program (CIP)
- c. Orthopedically Impaired (OI)
- d. Behaviorally Impaired (BI)
- e. Designed Instruction (DI)
- f. Preschool ECEAP
- g. Preschool CIP
- h. Autism Behavioral Learning Environment (ABLE)
- i. Student Paraeducator (one on ones)
- j. Sacred Heart (BEST)
- k. Health Services CNA

3. Level 35

- i. Transition Life Skills Coach

4. Level 40 includes the held harmless vision impaired paraeducators who were hired prior to the 2018-2019 school year who were placed on Level 40 once they completed the Braille Certificate.

Section 3 – Workload

C. Only appropriately trained staff which includes all level 33 and 35 employees shall change diapers and provide personal hygiene care. The District shall make every effort to assign same-gender trained staff to perform job functions involving diapering and other personal hygiene duties. Pay associated with personal care duties is included in the base pay of all level 33 and 35 employees. ~~The District shall pay a personal care stipend as qualified and outlined in the stipend section of this CBA.~~

D. No Paraeducator or TLSC shall change catheters or feeding tubes.

F. The District shall maintain nine (9) fulltime Itinerant Paraeducator positions to cover for absent employees as needed ~~in DI, BI, preschool, ABLE and MHOH, Individual Student Paraeducator in student classrooms.~~ These employees shall be provided the training offered to other Paraeducator employees for each of the above programs. At District discretion, additional itinerant paraeducators may be hired as needed.

H. Paraeducators will not be expected to serve as a certificated teacher in the case of a certificated absence.

I. Should at any time the class size fall below the students ratio as outlined in the certificated CBA, section 31, Special Education Workload and listed in Addendum TBD of this agreement, paraeducator(s) may be temporarily reallocated to support other programs in the building.

Section 4 – Readiness time

~~A. Readiness time shall be used for the employees to prepare for their job duties. Paraeducators delivering direct instruction shall be provided ten (10) minutes of readiness time per day. Based on individual classroom needs, and as determined by the team in the classroom, a weekly schedule may be developed provided the total weekly schedule equals the sum of the school day allocation for the week.~~

1. This time shall be directed by the individual paraeducator.
2. This shall be non-student time.
3. Accessing readiness time outside the workday shall not result in overtime.
4. Employees who are less than four (4) hours shall not receive readiness time.

B. Paraeducators working in BI, DI, MHOH, OI and ABLE, or any other paraeducator who is unable to schedule readiness time into the workday, shall have the option to access readiness time after their regular workday. This time shall equal (50) minutes per week, excluding holidays. Employees must work the extra time in order to receive the pay.

C. During state testing windows and conference weeks, effort will be made to provide equity in readiness time. During shortened weeks, readiness time will be provided during non-student hours.

Section 4 – Collaboration Professional Peer Learning Time (PPL)

Professional Peer Learning Time (PPL) designated as early release student time that occurs inside of the employee's regular workday may be used by the employee for assigned job responsibilities. Employees may also plan and collaborate with each other or their certificated counterparts, provided such time does not result in overtime. Up to four (4) of the PPL sessions may be organized and facilitated by the applicable department. Beginning in 2017-2018, the departments shall notify employees by September 1 of any department directed PPL planned through December 31, and by January 1 for any department directed PPL planned for the balance of the year.

Para collaboration:

A. Employees will report for their normal workday of Collaboration Mondays

B. Students will start one (1) hour late each Monday at every grade level.

C. This one hour and fifteen minutes of time will be used as follows:

1. During Principal directed Mondays, paraeducators will attend building-wide professional development aligned to the School Improvement Plan (SIP)

a. When the principal Directed collaboration is not pertinent to paraeducators, the principal will communicate with them and they will instead attend program facilitated collaboration.

b. All other collaboration dates will be used to:

i. Receive training related to their job duties provided by either building or district staff.

ii. Other performed activities/tasks as assigned by their teacher/building/ program administrators.

2. Work must be completed on district property.

Section 6 – Elementary Book Rooms

Each building shall have a plan for maintaining their bookroom and shall communicate the plan to affected staff.

Article VIII – Express Employees	P.77
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Section 11 – Workload

C. The District will hire eight (8) employees to ensure spring and summer express programs is part of their contract year. These employees will be 260 day employees.

D. Two (2) weeks' notice will be given to staff prior to collapsing down a site. Two (2) days without students will be provided for the staff at the site to close down the site and two (2) additional days will be provided to set up a brand-new site or an additional one (1) day to join an already existing site.

E. The Express program will ensure workable technology for the purposes of single point of entry. Any unresolved technology issues may be elevated to the Director of Early Learning & Express for problem solving and resolution.

1. Before the start of each year and summer, the Express Site Director, Express supervisor and school principal will review the single point of entry plan to determine its efficiency.

Section 12 - Length of Workday

B. Express Staff shall provide the equivalent of twenty (20) minutes/day to provide program support at the school site. A schedule may be developed to determine the best use of time to provide support to the program. In sites where this does not work, the Express employee(s), site supervisor and principal shall find alternative work that does not take work from another represented unit or job title. ~~For the 2019-2020 school year, this provision is modified as follows:~~

~~1. Express staff will be assigned to the program for 75 minutes on non-PPL early release Fridays during the 2019-2020 school year.~~ Express staff shall provide the equivalent of one (1) hour per week excluding the last week of the school year (35 total hours) to the program. In sites where this does not work, the Express employee(s), site supervisor and principal shall find alternative work that does not take work from another represented unit or job title.

Section 13 – Preparation and Planning Time

C. Each Activity Leader shall have fifteen (15) minutes a day ~~one hour of preparation time per week~~ and one additional hour per month for team planning during the school year. This additional hour per month can be banked during the school year for a total of ten (10) per employee. These are “use it or lose it” hours.

Article IX – Print Shop Group: ...	P.97
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Section 1 – Work Hours and Work Year

D. In the event the District delays the start of school by one or more two hours due to weather, employees have the option of using Emergency leave, in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by 30 minutes or less from their normal

scheduled start time, the employee will contact their supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

Section 2 – Overtime and Callback

B. Premium Overtime: Sundays shall be at the overtime rate, providing that Sunday is not part of the regular shift. Holidays shall be paid at double time.

a. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor, will be paid the double time (2X) rate.

Article X – Event Services Group	P.99
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Section 1 – Work Hours and Work Year

E. In the event the District delays the start of school by one or ~~more two~~ hours due to weather, employees have the option of using Emergency leave, in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee’s arrival to work being delayed by 30 minutes or less from their normal scheduled start time, the employee will contact their supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

Section 2 – Overtime and Callback

B. Premium Overtime: Sundays shall be at the overtime rate, providing that Sunday is not part of the regular shift. Holidays shall be paid at double time.

a. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor, will be paid the double time (2X) rate.

F. Every effort to obtain the schedule for outdoor events on SPS school properties from joint partnership with the Spokane Parks Department will be made monthly and entered into the event calendar available for custodians to access.

Article XI – Student Specialist Group	P.100
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Section 1 – Work Hours and Work Year

C. In the event the District delays the start of school by one or ~~more two~~ hours due to weather, employees have the option of using Emergency leave, in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee’s arrival to work being delayed by 30 minutes or less from their normal scheduled start time, the employee will contact their supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

Section 2 – Collaboration ~~Professional Peer Learning Time (PPL)~~

SVL Support Specialist, Achievement Gap Intervention Specialists and Career Specialist employees will be allocated two (2) hour per month, inside the normal workday, to participate in collaboration ~~PPL~~ and/or to plan with employees in similar job titles. This time shall be inclusive of late start Mondays ~~early release PPL days~~.

Section3 – Overtime and Callback

B. Premium Overtime: Sundays shall be at the overtime rate, providing that Sunday is not part of the regular shift. Holidays shall be paid at double time.

a. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor, will be paid the double time (2X) rate.

Article XIII – Instructional Materials Handlers-	P.103
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Section 1 – Work Hours and Work Year

~~A. The length or work year and workday shall be in accordance with the hours and days defined by the position description terms of employment. Changes to the length of workday shall be in accordance with the applicable provisions of this agreement. Anticipated changes shall be shared with the employee in the spring preceding the upcoming school year when possible. Changes in work year will be brought to Leadership Team and/or Labor Management.~~

~~B. Employee work hours shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.~~

~~C. The normal daily work schedule shall be eight (8) hours.~~

Section 2 – Overtime and Callback

~~A. Regular Overtime: Any time worked in excess of forty (40) hours during the regular work week shall be at the rate of time and one half (1 ½). Overtime is voluntary and assigned by seniority in a job title on a rotating/alternating basis. Approval for additional time or overtime must be obtained in advance from the supervisor except in emergency circumstances.~~

~~B. Premium Overtime: Sundays shall be at the premium overtime rate, providing that Sunday is not part of the regular shift. Holidays shall be paid at double time.~~

~~C. All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.~~

~~D. Callback is defined as an official assignment of work that does not continuously proceed or follow an employee's regularly scheduled shift.~~

- ~~1. Callback time begins at the time the employee arrives at their assigned workstation.~~
- ~~2. Employees called back to work shall receive a minimum of two (2) hours.~~
- ~~3. Callback is assigned by seniority on a rotating/alternating basis.~~

Article XIII – Administrative Office Group	P.104
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Section 1 – Work Hours and Work Year

C. In the event the District delays the start of school by one or ~~more two~~ hours due to weather, employees have the option of using Emergency leave, in order to travel to work when the roads have improved. In the event there is a unique situation that will result in the employee's arrival to work being delayed by 30 minutes or less from their normal

scheduled start time, the employee will contact their supervisor with their estimated arrival time information and the time will not be deducted from emergency leave.

Section 2 – Overtime and Callback

B. Premium Overtime: Sundays shall be at the overtime rate, providing that Sunday is not part of the regular shift. Holidays shall be paid at double time.

a. During a district designated nonwork/nonpaid day in instances of more than a 260-day work year, employees called in to perform work by their district supervisor, will be paid the double time (2X) rate.

Article XIV – Leaves	P.105
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Section 1 – Sick, Family, and Emergency Leave

A. Reporting Absences: In the case of preplanned absence or inability of an employee to perform their duties, the employee shall notify the designated office or supervisor with a minimum of twenty-four (24) hours' notice. In emergency cases the employee shall notify the designated office or supervisor as soon as reasonably possible.

B. Employees under a ten (10) month school year contract shall be allowed sick, family, and emergency leave at the rate of ten (10) days per year. Employees on more than a ten (10) month contract shall be allowed such leave at the rate of one (1) day per month of employment up to a maximum of twelve (12) days per year. Such leave days are accumulated each year on a prorated basis for assigned daily hours and for partial year worked.

1. A continuing employee will be entitled to the yearly allowable number of such leave days on the day they report to work in the new school year.
2. If employment is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those actually earned and the employee will be liable for return of pay for those days used but not earned.
3. Unused sick and emergency leave shall accumulate in accordance with the appropriate WAC or its replacement. The yearly allowable number of leave days will be prorated for all leaves to participate in public service. A person commencing employment during the school year will be granted leave days on a pro rata basis.

C. Sick and Injury Leave:

1. Sick leave is defined as days of absence from duty because of personal sickness and for which no deduction is made in compensation of the employee, provided the employee has a compensated leave balance. After an illness of five (5) consecutive days, an employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence. When an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's absence irrespective of five (5) days. Sick and emergency leave may be taken to the full amount of accumulation.

D. Emergency Leave:

1. Emergency leave may be granted for problems for which pre planning is not possible or could not relieve the necessity for the employee's absence (ex. Religious holidays, funeral of friend, etc.).

- a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision; or
- b. Employees shall also be allowed to use accrued sick leave for a spouse, parent, parent in law or grandparent of the employee who has a serious health condition or emergency condition.

2. Emergency leave shall be deducted from available sick leave. An individual may not use more in annual total than is annually available in their sick leave balance.

3. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:

- a. the recognized religious group celebrates a holy day or religious holiday and
- b. requires attendance at the celebration and
- c. the celebration is only scheduled at a time which conflicts with the employee's scheduled workday and shift.

E. Employees shall be allowed to use their accrued leave under this section to care for immediate family members with a health condition that requires treatment or supervision. Abuse of sick leave may be subject to disciplinary action as found in the "Progressive Discipline" section.

F. Sick Leave Sell Back: This section shall be consistent with RCW 28A.58 or its replacement. RCW 28A.58 provides:

1. Twelve (12) days may be accumulated per year on a prorated basis to a maximum of 180 days.
2. After sixty (60) days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days.
3. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four days for every one day's monetary compensation.
4. At the time of separation from District employment due to retirement or death, remuneration shall be granted at a rate equal to one (1) day's current compensation for each four (4) days of accrued illness and injury leave. The maximum number of days which can be remunerated is 25 (25%) percent of one hundred eighty (180) or a total of forty-five (45) days.
5. It is agreed that the provisions enumerated above shall be in effect upon the effective date of this law, and shall continue in force through the duration of this Agreement unless RCW 28A.58 is changed, or the law is found to be illegal or unconstitutional.

Section 2 17 - Shared Leave Pooling

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:

- a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment or physical or mental condition which is extraordinary or severe in nature;
 - b. Is a victim of domestic violence, sexual assault, or stalking;
 - c. Needs the time for parental leave, to include bonding with an employee's newborn, adoptive or foster child.
 - i. Employees accessing shared leave for this purpose may maintain up to 40 hours of accrued leave in reserve.
 - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
 - d. Is sick or temporarily disabled because of pregnancy disability
 - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to 40 hours of annual leave and 40 hours of sick leave in reserve.
 - e. Serves, or has served, the country in one and meets one or more of the following criteria:
 - i. Has been called to serve in the uniformed services;
 - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
 - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
 - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service-connected injury or treatment.
2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
 3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392- 136A-040,
 4. The employee has abided by district policies regarding sick leave use or military leave use.
 5. If the illness or injury is work related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
 6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.

B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:

1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor’s leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.

2. Sick Leave – an employee who has an accrued sick leave balance of more than twentytwo (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.

3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.

C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (522) days of shared leave during total district employment.

D. Leave will be donated, calculated, and received on a full day incremental day-donated and day-received basis.

E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the district must be returned to the leave donor.

Section 3 2 - Maternity Leave

A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.

1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.

2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.

3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician’s statement to verify the leave period for disability relating to pregnancy or childbirth. A physician’s statement for a leave of less than five days may be required. In instances where an employee requesting maternity leave is not under a physician’s care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.

4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.

5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.

b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.

c. A long-term substitute may be placed in the employee's position during the period of absence.

6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

~~Section 3 – Child Rearing Leave~~

~~Child rearing leave is covered under provisions of the family and medical leave.~~

Section 4 - Parenting Leave

A. Employees may use up to thirty days of accumulated sick leave per year for introducing a new child into their family. This applies to regular childbirth as well as adoption. This leave is in addition to maternity leave.

B. This applies to regular childbirth as well as adoption and long-term fostering of a child.

C. This leave is in addition to maternity leave under section 2 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Medical Leave Act.

D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 5 ~~7~~ - Family and Medical Leave (FMLA)

A. Any eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy. See Addendum B.

Section 6 & – Paid Family and Medical Leave (PFML)

A. Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program commenced on January 1, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave

options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

Section 7 – Personal Leave

A. Non-Twelve Month Employees ~~Section 21 – Non-Twelve Month Employee Vacation Leave~~

1. The ~~personal leave vacation~~ accrual amount for non-twelve-month employees is based on their regular hours of the employee's work day.
2. Two (2) ~~personal leave vacation~~ days will be granted each year. These days can be accumulated to a total of five (5). ~~Personal Vacation~~ leave days may be taken, and the employee is not required to state the reasons for taking such leave days. These leave days are separate from sick, injury, and emergency leave days.
3. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days for which no reason need be given, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
4. Employees who elect not to utilize these days will receive an amount equal to one (1) day's pay for each unused day. These days are prorated for a partial year worked. Three (3) days are eligible for sell back.
5. Non-twelve month employees will earn a salary increment stipend. See the "Stipends" section of this contract for details.

B. Twelve Month Employees ~~Non-Restricted Vacation Leave~~

1. In addition to ~~the above noted~~ vacation days, each employee will be granted an additional three (3) personal ~~non-restricted vacation~~ leave days annually.
2. These days are separate from ~~regular~~ vacation days, and can be accumulated up to a total of five (5) and will be front loaded each year.
3. Three (3) personal ~~non-restricted vacation~~ leave days may be taken for which no reason need be given. The employee is not required to state the reasons for the request to take such leave days. These leave days are separate from vacation, sick, injury, and emergency leave days.
4. Requests for up to three (3) consecutive days must be made by the beginning of the prior regularly scheduled workday. An additional two (2) days may be taken for up to a total of five (5) consecutive days, subject to supervisor approval. Requests for four (4) and five (5) consecutive days must be made five (5) workdays in advance.
5. Employees who elect not to utilize these days may elect to cash out days as provided. These days are prorated for a partial year worked.
6. Employees may carry over up to one half (1/2) of their earned regular vacation and up to two (2) days of personal leave ~~non-restricted vacation~~ days each year. ~~Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules.~~ In any year an employee may choose to sell back up to three (3) days of non-restricted vacation at the true per diem rate so long as in the last two (2)

years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30).

Section ~~8~~ 5 - Temporary Absence

A. An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year.

Section ~~9~~ 6 - Bereavement Leave

A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. Such leave shall be granted in incidence of a death in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.

B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent-in-law.

C. In special cases, the superintendent or designee may extend the definition of immediate family and/or grant extra days.

D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section ~~10~~ 12 - Jury Service

A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative their giving such jury service.

B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.

C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.

D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, they shall return to the building for assignment.

Section ~~11~~ 13 - Subpoena Leave

A. District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

Section ~~12~~ 11 - Community Service Leave

A. An employee representing the District may be excused by their principal or supervisor to attend an education related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the

supervisor, their duties can be properly covered to the satisfaction of all concerned, and at no additional cost to the district.

B. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

Section ~~13 10~~ - Public Service Leave

A. It shall be the policy in the District to relieve school employees to participate in the state legislature or other elected positions related to public service from their responsibilities in the public schools without compensation during the term of such office. Should individuals concerned find it necessary to leave their school posts at times other than their elected term, each situation will be handled individually upon the request of the employee.

Section ~~14 9~~ - Military Leave

A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.

B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave with pay.

Section 15 - Education Leaves

A. Employees who desire to further their education may request to move from full-time to parttime, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.

B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return.

~~C. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.~~

Section ~~16 18~~ - Association President's Leave

A. Upon request, the president of the Association will be granted a leave of absence for the school year in which they are president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.

B. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the president during the school year and present it annually to the District.

C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.

D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 17 19 - Association Leave

A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose of Association leave.

B. Use of such leave shall be approved by the president of the Association.

C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.

D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witness shall not be counted against this leave total.

E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.

1. Substitute time for joint committees will not be counted against Association leave days.

2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.

3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

Section 18 14 - General Leaves of Absence

A. Upon approval of the District, an employee may take up to one year leave of absence without pay. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return. Replacement employees may be hired for the one (1) calendar year only.

B. The following types of leave will be considered under this provision:

1. Extensive travel – must be in the best interest of the District

2. Health of the employee or member of the employee's immediate family.

3. Child rearing leave – if not covered by family and medical leave.

4. Other educational service so long as deemed beneficial to the District

~~B. The employee may continue District sponsored insurance programs while on leave by paying the premiums directly to the insurance company.~~

~~C. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:~~

~~1. the recognized religious group celebrates a holy day or religious holiday and~~

~~2. requires attendance at the celebration~~

~~3. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.~~

Section 19 20 – Vacation Leave

Twelve-month employees:

A. Twelve-month employees shall earn vacation accruals in the table below based on an eight (8) hour day/forty-hour work week:

1. Years of service	Vacation Eligibility
1 – 4 years 6.66 hrs./mo.	10 days or 80 hours
5 – 9 years 10 hrs./mo.	15 days or 120 hours
10 – 24 years 13.3 hrs./mo.	20 days or 160 hours
25 plus years 15.3 hrs./mo.	23 days or 184 hours

2. Any terminated employee will receive prorated vacation pay on their last warrant.

3. Twelve-month vacation requests during non-student periods: Twelve month employees requesting vacation during periods of non-student days shall be granted at the time requested by the employee providing that work site coverage as determined minimally necessary by the District can be maintained. Selection shall be on a seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted thirty (30) days in advance, requests shall be granted on a first-come, first-served basis up to the limit.

4. Twelve- month vacation requests during student days: Employees requesting vacations during periods of students shall be limited to a total of 10% of the group at any one time. In small employee groups (e.g. District Resource Officers), vacation may be granted above the ten (10) percent cap as long as there is minimum coverage. Selection shall be on a seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted thirty (30) days in advance, requests shall be granted on a first-come, first-served basis up to the limit.

5. The following provision applies to Express: Twelve-month employee vacation requests during periods of non-student days shall be granted provided that work site coverage, as determined minimally necessary by the District, can be maintained. Selection shall be on a seniority basis as long as the requests have been submitted at least thirty (30) days in advance. If requests are not submitted thirty (30) days in advance, requests shall be granted on a first-come, first-served basis up to the limit.

B. Employees may carry over up to one half (1/2) of their earned regular vacation ~~and up to two (2) days of non-restricted vacation days~~ each year. Additional vacation may be accumulated if an employee is requested in writing to defer their vacation because of work schedules. In any year an employee may choose to sell back up to three (3) days of personal leave non-restricted vacation at the true per diem rate so long as in the last two (2) years of employment the maximum total of personal leave and vacation days for cash out purposes does not exceed thirty (30).

C. Vacation that must be used or will be lost must be scheduled and used by August 31. The time must be reported to the employee's timekeeper during the August payroll processing time period. The amount of potential vacation loss can be found on the employees' electronic pay stub.

Section 20 16 - Temporary Closure

A. In the event that one or more schools are closed because of an emergency, for one or more days, the affected employees will be granted leave at no deduction in salary or benefits, provided the students are not required to make up the days. This provision shall not apply to a withholding of services for any reason by employees represented by the Association.

Section 21 ~~22~~ – Natural Disaster Leave

A. When a natural disaster is declared by an official public agency which precludes an employee from getting to work, the employee will notify their supervisor as soon as reasonably possibly of their inability to get to work so that staffing adjustments can be made to secure school facilities. Such authorized absence will not constitute loss of vacation, annual vacation leave, sick/emergency leave, or pay.

Section 22 - Insurance Premiums While on Leave

A. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

Article XV – Salary and Benefits; Section 1 – Salary Schedules	P.117
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B. During the life of this agreement, the District shall distribute its inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:

2. In the event the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and the Association will meet to discuss how these funding adjustments will be implemented.

C. The current salary schedule is listed under Addendum A of this Agreement.

1. For the 2022-2023 ~~2019-2020~~ school year, the salary schedule shall increase by 6.5% ~~1.0%~~
2. For the 2023-2024 ~~2020-2021~~ school year, the salary schedule shall increase by 1.0% ~~1.8%~~ or IPD whichever is greater.
3. For the 2024-2025 ~~202-2022~~ school year, the salary schedule shall increase by 1.0% ~~2.0%~~ or IPD whichever is greater.

F. All regular District experience will count toward an employee’s placement on the salary schedule regardless of the number of hours worked per day, if such experience either did allow or would have allowed the employee to move forward on the appropriate salary schedule in effect at the time.

1. Paraeducator Placement: Experience from other states in same or similar type jobs may be counted for experience on the salary schedule, but this will not change the seniority list.

2. Excluded from allowable experience is all substitute experience.

G. The step increase date will be the actual date of hire, minus any unpaid leave(s) of absence or other breaks in service. Military leave and unpaid leaves of absence in which the Educational Support employee receives worker’s compensation benefits shall be exceptions to this clause and shall not be considered breaks in service. For paraeducators only, longevity pay increments will be based on years with the District in any regular position calculated from date of hire.

The following salary changes shall be implemented:

Interpreters: move from line 21 to line 25 on the salary schedule.

Vision Paras: will be moved to line 21 on the salary schedule.

Assessment Techs: move from line 54 to line 56 on the salary schedule.

Addition of line 33 to the salary schedule to reflect the salary of paraeducator positions that receive the differential and the personal care stipend.

Ensure that line 35 has a minimum of \$0.20 more than line 33.

Level 01 Campus Response Specialist Salary Schedule as follows:

<u>Experience Increments</u>		<u>Longevity Increments</u>			
<u>0-4</u>	<u>5-8</u>	<u>9-13</u>	<u>14-18</u>	<u>19-23</u>	<u>24</u>
<u>24.73134</u>	<u>25.35522</u>	<u>25.97364</u>	<u>27.29028</u>	<u>28.64677</u>	<u>30.08314</u>

Article XV – Salary and Benefits; Section 2 – Stipends

P.118

A. Language Specialists/Bilingual Specialists/Deaf/HH Interpreters

\$1461 for Master’s Degree paid in September

The District will recognize degrees that were gained outside of the United States. If the degree is not an exact match, the District will rely on a 2 year equivalency for the AA stipend; 4 year equivalency for the BA Stipend; and 6 year equivalency for the MA stipend.

\$300 \$200 - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

B. ~~Campus Security Specialists and Campus Response Specialists~~ ~~Central and District Resource Officers/Security Response Officers~~

\$1461 for Master’s Degree paid in September

\$300 \$200 - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

C. ECEAP Family Support Specialist

\$300 \$200 - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

D. Paraeducators, Transitional Life Coaches

\$1461 for Master’s Degree paid in September

~~\$300~~ ~~\$200~~ - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

Level 33 & 35 salary schedules include the pay for personal care.

Level 30 employees will be paid via supplemental pay request \$100 for the month in which personal care duties are completed, if applicable.

~~\$200 – Braille Certification Stipend. This stipend does not apply to Vision Impaired paraeducators placed on Level 40 on the salary schedule. Employees may only earn this stipend if Braille is a requirement of the job.~~

E. Licensed and Registered Nurses, School Academic Support Specialist, Career and Technical Education Specialist, School Community Specialist, Homeless Community Specialist, ELD program Specialist, Physical Therapy Specialist, Gear-UP Program Liaison, Homeless Program Liaison

~~\$300~~ ~~\$200~~ - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

F. Mental Health Therapists/Truancy and Community School Liaisons/Student Assistant Specialists/Chemical Dependency Professionals/Drug & Alcohol

~~\$300~~ ~~\$200~~ - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

G. Print Shop /~~Industrial Materials Handlers~~

~~\$300~~ ~~\$200~~ - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

H. Event Specialists, Career Specialists, AGIS, SVL Support Specialist, Web/Media Specialist, SVL Program Support

~~\$300~~ ~~\$200~~ - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

I. Administrative Office Group

~~\$300~~ ~~\$200~~ - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

J. Express

~~\$300~~ ~~\$200~~ - 20-year Longevity Stipend paid in February if twenty (20) years reached by September 1

Article XV – Salary and Benefits; Section 3 – TRI Days **P.122**

B. The provisions below apply to the following employees: Paraeducators / Job Specialists

2. Employees shall have three (3) ~~seven (7)~~ additional paid optional days per year. The length of extra workdays for employees will be the same length as their normal workday and are prorated for a partial year worked. TRI may include attendance at workshops which the supervisor has approved. ~~Paraeducators shall be provided with an additional ten (10) hours of paid optional time beginning the 2016-2017 school year.~~

Article XVII – Duration and Signatory Provision;

P.135

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, ~~2025~~ 2022. At any time that rules, negotiations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

ADDENDUM G – Paraeducator Certification MOU

P.153

The District and Association agree to the following MOU. The parties will reconvene in the event the law or regulations related to the Paraeducator Certification are altered or changed.

~~Beginning in the 2019-2020 school year, the District shall provide fourteen (14) hours of training for the Fundamental Course of Study Certification as outlined in state law.~~

A. The District will create a committee to help review and further develop this training to include practicing District paraeducators and other affected employee groups (see list).

1. The Committee will have equal numbers of District and Association appointed members.

2. The Association President will appoint the Association members of the committee.

B. Employees, regardless of hours worked, classified by the district on the S275 shall be required to complete the following training as outlined in state law and when funding is available.

1. **Fundamental Course of Study (FCS)** – twenty-eight (28) hours of training that covers paraeducator standards of practice.

a. For Paraeducators hired on or before September 1, 2022, districts must provide the first two days (fourteen (14) hours) of FCS training by September 30. Districts must provide the second two days of training within six months of the paraeducator’s hire date.

b. For paraeducators hired after September 1, 2022, district must provide the first two days (fourteen (14) hours) of FCS training within six months of the date of hire, or by September 1, 2023.

c. Seven of these hours must occur in person. Employees who are unable to attend a scheduled training can attend additional dates for that section of training. The District will give seventy-two (72) hours of notice if canceling an in-person class.

d. Employees may choose to complete this training during the workday or outside the workday.

i. Employees choosing to complete this training during the workday will need to use time provided in the 2 days before school, conference days or during collaboration time.

ii. Employees choosing to complete this work outside the workday will be paid their hourly rate. This pay is additional compensation and is not deducted from employee TRI balances.

e. The District is responsible for providing this training.

2. General Paraeducator Certificate – 70 additional clock hours, beyond the twenty-eight (28) completed for the FCS, to help improve instructional practices.

a. Fourteen (14) hours of training towards the General Paraeducator Certification is required each school year after the employee has completed the FCS.

i. If the legislature funds additional hours beyond the fourteen (14) then required hours will match the new legislative funded hours.

b. Employees may choose to complete this training during the workday or outside the workday.

i. Employees choosing to complete this training during the workday will need to use time provided in the 2 days before school, during conference days or during collaboration time.

ii. Employees choosing to complete this work outside the workday will be paid their hourly rate. This pay is additional compensation and is not deducted from employee TRI balances.

c. Clock hours earned to obtain this certification must be from approved OSPI providers.

3. Subject Matter Certification

a. As part of the 70 hours to achieve the General Para Certification, employees can take twenty (20) hours in a specific area of certification.

i. Currently those two areas are Special Education and Multilingual Learners

b. This certification cannot be earned until the Fundamental Course of Study is completed.

c. Subject Matter Certifications are only valid for five (5) years, at which time it would need to be renewed.

4. Advanced Certification

a. Employees earning this optional certification must have already completed the General Certificate plus seventy-five (75) hours of additional professional development.

b. Advanced certification expires after five (5) years.

c. Employees earning this certification must meet the following qualifications:

i. Assist in high impact classes

ii. Support specialized instruction

iii. Mentor other paraeducators

iv. Act as a short-term emergency substitute teacher. Substitute opportunities will follow normal district substitute hiring practices.

Elimination of MOUs

The following MOUs have been removed because their work has been completed or their purpose has expired.

ADDENDUM F: MOU on Benefits P.150

ADDENDUM H: Special Education Student Transportation MOU P.155