

MASTER AGREEMENT

BETWEEN

**SOAP LAKE EDUCATIONAL
SUPPORT PERSONNEL
(SL/ESP)**

AND

SOAP LAKE SCHOOL DISTRICT

SEPTEMBER 1, 2015

THROUGH

AUGUST 31, 2017

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PREAMBLE

This Agreement is between the Soap Lake School District and the Soap Lake Educational Support Personnel (SL/ESP). It has been negotiated pursuant to RCW 41.56.

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ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term "**District**" shall mean the Soap Lake School District, Grant County, Washington State; or its agents.
2. The term "**Board**" shall mean the Board of Directors of the Soap Lake School District.
3. The term "**Association**" shall mean the Soap Lake Educational Support Personnel (SL/ESP).
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining Agreement.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**day**" shall mean any day the District business office is scheduled to be open for business with the public.
8. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
9. The term "**President**" shall mean the President of the Association or his/her designee.
10. The term "**PERC**" shall mean the Washington State Public Employees' Relations Commission.
11. The term "**AR**" shall mean the Association Representative.

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Section B. Recognition

The District recognizes the Association as the exclusive bargaining agent for all full-time, regular part-time, and temporary (temporary defined as Employees working for the District awaiting Board approval of hire) classified Employees of the District working as paraprofessional, secretaries/clerical, food service, transportation, custodial and maintenance, excluding elected officials, the Superintendent, certificated Employees, confidential Employees, and supervisors (including the Supervisor of Maintenance and Transportation), pursuant to PERC decision number 4286-A-PERC.2

Substitute classified Employees who are or have been employed by the District for thirty (30) days during the current and/or immediately preceding school year, and who continue to be available for

45 employment as substitutes shall be included in the bargaining unit. Also included are substitute
46 Employees who have worked twenty (20) consecutive days for the District during the current and/or
47 immediately preceding school year. Such substitute Employees who meet the 20/30 rule requirements
48 shall be known as "long-term substitutes" and shall be entitled to all the rights contained in the
49 Agreement except for those articles and sections set out below:

- 50
- 51 1. Article III, Section D, Just Cause
- 52 2. Article III, Section E, Assignment and Transfer/Vacancies
- 53 3. Article III, Section F, Hiring Probation
- 54 4. Article III, Section G, Seniority
- 55 5. Article IV, Evaluation
- 56 6. Article V, RIF
- 57 7. Article VI, Leaves
- 58 8. Article VII, Section B, Bus Drivers
- 59 9. Article VII, Section D, Insurance
- 60 10. Article VIII, All sections
- 61 11. Article IX, Grievance Procedure
- 62

63 **Section C. Sole Agreement**

64 This shall be the sole Agreement between the Parties regarding wages, hours, and terms and conditions
65 of employment. It shall supersede any rules, regulations, policies, resolutions, or practices of the
66 District which shall be contrary to or inconsistent with its terms.

67

68 **Section D. Conformity to Law**

69 This Agreement shall be governed and construed according to the Constitution and Laws of the State
70 of Washington. If any provision of this Agreement, or any application of the Agreement shall be found
71 contrary to law by a court or administrative agency of competent jurisdiction, such provision or
72 application shall have effect only to the extent permitted by law. All other provisions or applications
73 of the Agreement shall continue in full force and effect.

74

75 If any provision of this Agreement is held to be contrary to law, the Parties shall begin to negotiate that
76 provision within 60 days of the discovery.

77

78 Following ratification of this Agreement the Association shall prepare a copy of the Agreement for
79 District review and mutual editing. After editing, the Association shall provide the District with a
80 copy of the Agreement in a Microsoft Word document. The District will post a PDF version of the
81 Agreement on the District website as required by law. The District shall also make at least one (1)
82 copy available for review by any applicant for employment with the District.

83

84 **Section F. Joint Meetings**

85 Upon request of either Party, representatives of each of the Parties shall meet at reasonable times and
86 places, with a mutually determined agenda, in order to monitor the administration of the Agreement
87 and pursue mutual problem identification and mutual problem solving. Such meetings shall not be
88 grievance resolution conferences nor shall they be collective bargaining sessions regarding this or
89 successor Agreements.

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Section G. Notice of Continued Employment

Notice of continued employment shall be subject to and consistent with law and this Agreement. If any such notice is inconsistent with this Agreement, this Agreement shall control.

ARTICLE II. BUSINESS

Section A. Dues Deduction

1. **Members:** Upon receipt of a written authorization, the District shall deduct and transmit to the Association an amount equal to the fees and dues required for membership in the Association, including SL/ESP, NEA, WEA and UniServ, and including voluntary PULSE and NEAPAC contributions.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the Employee during the twenty (20) days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office by payroll cut off date or within twenty (20) days of an Employee's beginning date of employment, whichever is later.

2. **Representation Fee:** No member of the bargaining unit shall be required to join the Association; however, those Employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association; provided that, Employees who are not members of the Association as of September 1,1996 shall be grandfathered and not be required to pay the representation fee. The amount of the representation fee shall be determined by the Association, and transmitted to the Business Office in writing. Non-members shall be neither required nor allowed to make political (WEAPAC or NEA-FCPE) deductions. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the representation fee is regarded by an Employee as a violation of his/her right to non-association, such objections shall be resolved according to the provisions of RCW 41.56.122, or PERC.

3. **Indemnification:** The Association shall indemnify and hold the District harmless from any claim regarding any provision of this section.

Section B. Other Deductions

Upon receipt of written authorization, the District agrees to deduct from the salary of Employees, premiums for those insurance and annuity programs which have been approved by the Association and the District. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights

The customary and usual rights, powers, functions, and authority of management are vested in

134 management officials of the District. Included in these rights in accordance with applicable laws and
135 regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign
136 Employees in positions; the right to suspend, discharge, demote, or take other disciplinary action
137 against Employees; and the right to release Employees from duties because of lack of work or for other
138 legitimate reasons. The District shall retain the right to maintain efficiency in the District operation by
139 determining the methods, the means, and the personnel by which such operation is conducted.

140
141 The right to make reasonable rules and regulations shall be considered an acknowledged function of
142 the District. In making rules and regulations relating to personnel policies, procedures and practices,
143 and matters of working conditions, the District shall give due regard and consideration to the rights of
144 the Association and the Employees and to the obligations imposed by this Agreement.

145 146 **Section D. Association Rights**

- 147
148 1. **Use of School Buildings:** The Association shall have access to use school buildings at all
149 reasonable hours for meetings, contingent upon approval of the building administrator.
- 150
151 2. **Use of School Equipment:** The Association shall have access to use District equipment, such
152 as copy machines, calculators, computers, and audiovisual equipment at reasonable times when
153 such equipment is not otherwise in use. Use of such equipment shall be subject to the approval
154 of the building administrator. Equipment shall not be used by the Association when such use
155 would interfere with District needs. The Association shall reimburse the District for the cost of
156 materials used, and for any repairs required or any damages resulting from Association use (at
157 the rate the District would charge for patron use).
- 158
159 3. **Association Business:** The Association shall have the right to transact business on District
160 property at reasonable times, provided such business shall not interfere with or interrupt normal
161 District operations. Association representatives shall check in at the office of the building
162 administrator prior to such business.
- 163
164 4. **Use of District Bulletin Boards:** The Association shall have access to post notices on District
165 Employee bulletin boards. Such notices must contain the name of the authorizing AR.
- 166
167 5. **Use of District Mail Systems:** The Association shall have access to use the District mail
168 system, including the e-mail network, and Employee mail boxes for non-political
169 communication purposes, provided that such use does not interfere with or interrupt normal
170 District mail service.
- 171
172 6. **Information:** Upon request from the Association, the District shall provide all information
173 which is of public record and such additional information which is pertinent to the Association's
174 representation responsibilities, provided that the District shall automatically provide to the
175 President on a monthly basis, upon board approval, the names and addresses of new hires,
176 including long-term substitutes.
- 177

- 178 7. **Public Packets, Agenda, and Minutes:** The District shall provide the Association Presidents
179 in each building with at least one (1) copy of the Board meeting agenda at the time it is given
180 to the Board members. In addition, the District agrees to post a copy of the Board meeting
181 agenda on all Employee bulletin boards at least two (2) working days prior to the Board meeting
182 when available. Attached to the agenda shall be all non-confidential materials given to Board
183 members. The Association will reimburse the District for copying costs.
184
- 185 8. **Notice of Probation and Disciplinary Action:** In the event any Employee is given a formal
186 disciplinary action, the District shall provide the President with notice of such action, provided
187 that should the Employee indicate in writing to the District (Appendix C) that he/she does not
188 wish to have the Association notified, such notice will be withheld.
189
- 190 9. **Representation:** The Association has the right and the responsibility to represent Employees
191 in all matters related to their terms and conditions of employment, including collective
192 negotiations with the District, contract maintenance, Employee complaints, and other matters
193 of mutual concern. The Association shall be given the opportunity to speak to all members as
194 an official part of the program during any District sponsored new employee orientation and
195 during the year opening district-wide or building wide employee meeting.
196
- 197 10. **Association Leave:** The District shall grant the President /Co-Presidents and or designees up
198 to ten (10) days of leave to conduct Association business. Prior notification is required. The
199 District shall not deduct pay from the President/Co-Presidents’/ designees’ check(s) for this
200 leave, but shall bill the Association for reimbursement of any actual substitute expense it incurs
201 as a result of such leave.
202
- 203 11. **Delegation to Affiliates:** The Association retains the right to delegate any right or duty granted
204 in this Agreement to appropriate officials of the Association's UniServ, State, or National
205 affiliates.
206
- 207 12. **School District Budget and Financial Reporting:** The District shall provide the Association
208 President/Co-Presidents with a copy of the District’s proposed annual budget sufficiently in
209 advance of the time it goes to the Board for adoption that the Association will have adequate
210 time to develop informed recommendations concerning the budget prior to the adoption of said
211 budget, provided that the making of such recommendation or comment does not result in a delay
212 of the budget adoption process
213
- 214 The District shall provide the President/Co-Presidents of the adopted budget immediately
215 following its adoption.
216
- 217 The District shall provide the President/Co-Presidents the annual budget report within three (3)
218 working days of its completion.
219 The District shall provide the President/Co-Presidents with a copy of its periodic budget report
220 at the time the Directors receive it.
221

222 The District shall make available to the President/Co-Presidents upon request all
223 building/program budgets.

224 **ARTICLE III. EMPLOYEE RIGHTS**

225 **Section A. Right of Expression**

226 Each Employee shall have the right to bring matters of job related concern to the attention of appropriate
227 ARs and/or appropriate District officials and shall have the right to have ARs present at the discussions
228 between themselves and representatives of the District.
229

230 **Section B. Non-Discrimination**

231 No Employees shall be denied any right of law by virtue of his/her employment with the District. The
232 provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color,
233 national origin, sex, age, marital status, sexual orientation, military status, political activity or the
234 presence of sensory, mental, or physical handicap except as required in accordance with this Agreement
235 or as otherwise provided by law.
236

237 **Section C. Personnel File**

- 238 1. **Right To Inspect:** Any Employee (or former Employee) shall have the right to inspect all
239 contents of his/her own personnel file during regular District business hours. An AR shall, at
240 the Employee's request, accompany the Employee in this review. Upon request, a copy of any
241 document contained in the Employee's file shall be given to the Employee at Employee expense.
242
- 243 2. **Placement of Materials:** Employees shall be given a copy of any material that is placed in
244 their personnel file at the time it is so placed. Employees shall be given an opportunity to attach
245 written comments.
246
- 247 3. **Location:** The District shall maintain the Employee's personnel file at the District Office. No
248 duplicate personnel file shall be kept anywhere in the District.
249
- 250 4. **Removal of Materials:** After seven years the District may remove and destroy employee's
251 evaluation reports. After three years, upon request of the employee, the District shall remove
252 and destroy any adverse materials (excluding evaluation reports) provided there has been no
253 related disciplinary action or evidence of a violation of State or Federal law.
254

255 **Section D. Just Cause**

- 256 1. **Cause:** No Employee shall be disciplined or have his/her employment terminated without
257 cause.
258
- 259 2. **Written Grounds:** The specific grounds forming the basis for disciplinary actions shall be
260 made available to the Employee in writing at the time discipline action is taken.
261
- 262 3. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witnesses.
263
- 264 4. **Association Representation:** Employees shall be entitled to, and may request, Association
265 representation at any hearing, meeting, or conference involving the Employee regarding

266 disciplinary actions or the investigation thereof at which the Employee is present. When a
267 request for such representation is made, no action shall be taken with respect to the Employee
268 until such representative of the Association is present. In the event a disciplinary action is to
269 be taken, the employee shall be advised of the right to representation in writing under this
270 provision prior to the action being taken. Such notification shall be by Appendix C which is
271 part of this agreement.
272

- 273 5. **Progressive Discipline:** The District agrees to follow a policy of progressive discipline and
274 any disciplinary action taken against an Employee shall be appropriate to the behavior which
275 precipitates said action.
- 276 1. Verbal warning (with written acknowledgement)
 - 277 2. Written warning
 - 278 3. Suspension
 - 279 4. Termination
- 280

281 It may be necessary to go to step 3 or 4 depending on the severity of the offense
282

- 283 6. **Privacy and Confidentiality:** Any criticism of an employee by any supervisor, administrator
284 or director of the District and all disciplinary actions shall be made in private and in confidence
285 and never in the presence of students, parents, other employees, or at public gathering, except
286 for meetings where the employee requests representation attend the meeting.
287
- 288 7. **Complaints Against Employees:** Any signed formal complaint against an Employee that may
289 lead to disciplinary action shall be called to the attention of the Employee within ten (10)
290 working days of the receipt of the complaint and promptly investigated (except in cases
291 involving criminal investigation). No formal complaint against an employee may be used in a
292 disciplinary action against that employee unless a signed copy of the complaint was given to
293 the employee within ten (10) working days of the receipt of the complaint.
294

295 **Section E. Assignment, Transfer, and Vacancies**

296 When a classified position becomes open, the District shall post such position in all work sites, for a
297 period of no less than five (5) days. Said posting shall contain the following:
298

- 299 a. Classification
 - 300 b. Initial location of work
 - 301 c. Expected starting date
 - 302 d. Rate of pay, both probationary wage and actual wage
 - 303 e. Anticipated hours per day
 - 304 f. Job description
- 305

306 All employees shall be given an opportunity to apply. In the event qualifications of applicants are
307 substantially equal preference shall be given to senior current Employees.
308

309 **Training:** There shall be a training/trial period for employees who move from one

310 position/classification to another, when there is an opening and employee meets basic qualifications
311 for the new position/classification. There shall be a reasonable period for an employee to learn the
312 position (i.e. 30 days). There may be a need for management assistance during training/trial period. If
313 an employee does not do acceptable work during this period, the employee shall be returned to former
314 position (or comparable) without loss of seniority in previous position.
315

316 **Section F. Hiring Probation**

317 All new hires shall be on probation for the first three hundred twenty (320) hours of actual work on the
318 job. The District shall evaluate such probationary Employee at least once during such probation (more
319 often at District option). The evaluations shall set out Employee strengths and areas needing
320 improvement, if any, along with written recommendations for improvement, if needed, and
321 recommendations concerning continued employment. The District may terminate at will during the
322 probation period.
323

324 Upon successful completion of the probationary period by the Employee, the District shall place the
325 Employee on the seniority list, beginning from the Board approved date of hire. (Actual date the
326 supervisor determines as their date of hire.)
327

328 **Section G. Seniority**

- 329 1. **Establishment of District Seniority Date:** Each Employee's Board approved date of hire as a
330 regular Employee shall be established as his/her "District seniority date".
331
- 332 2. **Loss of District Seniority:** The District Seniority rights of Employees shall be lost upon
333 resignation, discharge, or retirement.
334
- 335 3. **District-Wide Seniority Rights:** The District shall grant employees with District-Wide
336 seniority preference in lay-offs, pursuant to the Article V of this Agreement. If the District
337 determines that seniority rights should not govern because a junior Employee possesses
338 qualifications substantially greater than a senior Employee(s), the District shall set forth in
339 writing to the Employee(s) and the President its reasons why the senior Employee(s) have been
340 by-passed.
341
- 342 4. **Establishment of Classification Seniority Date:** Each Employee's Board approved date of
343 hire or transfer into a job classification (as set out in the recognition provision of this
344 Agreement) shall be established as his/her "classification seniority date".
345
- 346 5. **Loss of Classification Seniority:** The Classification Seniority of Employees shall be lost
347 upon resignation, discharge, or retirement; or shall also be lost one (1) year after the Employee
348 changes job classifications within the bargaining unit. This period will be extended to two (2)
349 years if the Employee is involuntarily transferred to a new classification by the District.
- 350 6. **Classification Seniority Rights:** The District shall grant Employees with classification
351 seniority preference in RIF (pursuant to the RIF Article of this Agreement) and for new or open
352 positions, provided that their qualifications are substantially equal to junior Employees. If the
353 District determines that seniority rights should not govern because a junior Employee possesses
354 qualifications substantially greater than a senior Employee(s), the District shall set forth in

355 writing to the Employee(s) and the President or Co-Presidents its reasons why the senior
356 Employee(s) have been by-passed.

- 357
- 358 7. **Bars to Loss of Seniority:** Neither the District nor the classification seniority of an Employee
359 shall be lost for the following reasons:
- 360 a. Time lost by reasons of industrial accident, industrial illness, or jury duty;
 - 361 b. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
362 United States, exclusive of an Employee who enters the service voluntarily except
363 during a declared national emergency.
 - 364 c. Time spent on other authorized leaves of absence, not to exceed one (1) year; or
 - 365 d. Time spent on layoff status due to RIF. In cases of layoff, said Employee's seniority
366 shall terminate after twenty-four (24) consecutive months on layoff.
- 367

368 **Section H. Employee Protection**

- 369 1. **District Insurance:** The District shall provide such insurance for the protection of Employees
370 as is required by RCW 28A.400.370 and upon renewal will provide employees with a written
371 summary of the coverage they have under the provisions of District insurance policies. The
372 District shall notify the President/Co-Presidents, of any changes in insurance coverage.
- 373
- 374 2. **Threats:** Any employee who is threatened with physical harm by any person or group while
375 carrying out assigned duties shall immediately notify their immediate supervisor i.e. (building
376 administrator or Director for Maintenance, Grounds, and Transportation or Superintendent)
377 and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken
378 by the Superintendent in cooperation with the Employee to provide for the Employee's safety.
379 Steps may include notifying law enforcement, providing legal counsel, and/or other earnest
380 efforts to rectify the situation. Within ten (10) working days the Superintendent or designee
381 will notify the Employee and the President of the Association of the steps taken by the District.
- 382
- 383 3. **Absence Due to Attack or Injury on the Job:** Whenever an Employee is absent from
384 employment and unable to perform his/her duties as a result of personal injury sustained in the
385 course of his/her employment, including any injury sustained as a result of physical attack,
386 he/she shall be paid his/her full salary, with no deductions from sick leave for the period of
387 his/her absence, less the amount of any workers compensation award made for disability due to
388 said injury.
- 389
- 390 The District shall supplement any workers compensation payment for up to ten (10) days so
391 that the Employee shall suffer no loss of pay or sick leave for such period of time. After the
392 first ten (10) days of absence under this provision, use of any accumulated sick leave shall begin
393 for make up pay not covered by workers compensation.
- 394
- 395 4. **Job Function:** Employees shall not be requested or required to perform any duty requiring a
396 teaching certificate such as initial instruction, preparation of lesson plans, assignment of grades,
397 evaluation for entry or exit of academic programs, and preparation of assessments.
- 398
- 399 5. **Health and Safety:** The District and Employees shall work together to provide a safe and

400 healthful working environment for all Employees and students. Employees shall not be required
401 to work under unsafe or hazardous conditions or to perform tasks which endanger their health,
402 safety, or well-being. Employees shall be responsible for informing their supervisors of known
403 unsafe or unhealthy conditions in the workplace. In the event a building has been deemed
404 unsafe for occupancy by either the Administration or School Board, a meeting will be held
405 between the Administration and the Association to discuss the plans for a safe re-occupancy
406 prior to the building being reopened.
407

- 408 6. **Self-Protection:** Employees may use reasonable measures with a student, patron, or other
409 person as is necessary to protect his/herself, a fellow teacher, an administrator or a student from
410 attack, physical abuse or injury, or to prevent damage to District property.
411
- 412 7. **Medication:** No Employee shall be requested or required to dispense or administer medication,
413 or medical practices on students, without proper (documented) training. The administration of
414 medication shall be included in job descriptions of any Employees required to perform such
415 services. Uninterrupted time to administer said medical responsibilities will be scheduled in
416 such a way that it is set aside from any of the employee's other regular duties.
417
- 418 8. **Personal Property:** The District shall reimburse Employees for replacement of property
419 damaged, destroyed, or stolen during the course of their employment; provided such property
420 was required for the Employee to perform their duties and their supervisor has approved, in
421 writing, bringing the property.
422
- 423 9. **Child Abuse Reports:** The District shall hold Employees responsible for reporting alleged
424 child abuses to the District assigned intake person who will support, and assist the employee as
425 necessary. The District shall provide legal services to such employees as is proper and
426 necessary.
427
- 428 10. **Building Supervision:** Employees shall be responsible and accountable only for those duties
429 in their job descriptions during the absence of their principal. (This provision excludes the "and
430 other duties as assigned" provision of job descriptions.)
431
- 432 11. **Student Discipline:** The District shall support and assist Employees with the control and
433 discipline of students in the Employee's assigned work area.
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Section I. Job Descriptions

Job Descriptions for positions covered by this Agreement shall be issued to each Employee. A joint committee consisting of two (2) administrators and three (3) Association members shall be established, upon request by the District or the Association, for the purpose of reviewing and recommending changes in employee job descriptions.

Section J. Privacy

1. **Personal Lives:** The private and personal life of any Employee is not within the appropriate concern or attention of the District, except to the extent that the job performance of such Employee is impaired, or is contrary to law.
2. **Information:** The District shall not provide personal information concerning Employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific Employee or Association approval, or as may be specifically required by this Agreement.

Section K. Harassment

The District shall investigate and take appropriate disciplinary action when an Employee complains that he/she has been harassed (including sexual harassment). Following District investigation, the District shall give the Employee and the President/Co-Presidents a written report, which shall include findings and recommendations.

For purposes of this Agreement the term "harass" or "harassment" shall mean the use of words, gestures or actions, which tend to offend, annoy, alarm, or verbally abuse another person.

Section L. New Employee Information

The first day of employment with the District shall include an orientation and tour of the District to provide the employee with all necessary information on the District's policies and procedures.

Section M. Access to Information

Employees who are working with students with IEP's or 504 plans will have access to pertinent information in regards to areas of the plans that directly involve them within the limitations of the law.

ARTICLE IV. EMPLOYEE EVALUATION

Section A. Purpose

The purpose of all Employee evaluations shall be to identify specific areas in which the performance of each Employee is satisfactory or unsatisfactory.

Section B. Job Descriptions

All evaluations shall be based upon that Employee's performance of his/her job description and shall use the Classified Employee Performance Evaluation form in Appendix E. Should an Employee receive an overall unsatisfactory on his/her evaluation, said employee shall enter into a Personal Growth Plan

480 with the Administration. Such a plan will be developed with input from the employee and a
481 representative from the Association, should the employee so choose. Should agreement not be reached
482 on the content of the Personal Growth Plan the Administration and the Association will agree to the
483 selection of a third party to determine the content of the Personal Growth Plan. The Personal Growth
484 Plan must include, but is not limited to, the following:

- 485 1. Specific written recommendations for improvement.
- 486 2. The length of probation.
- 487 3. Weekly meetings between the employee (and the Association representative if the
488 employee so chooses) and the supervisor to monitor progress.

489
490 **Section C. Notice**

491 Prior to any evaluation the evaluator shall go over the evaluation form and procedure with each
492 Employee in order to bring about a mutual understanding of each Employee's duties and evaluation
493 process and procedure.

494
495 **Section D. Frequency**

496 Each Employee shall be evaluated in writing at least annually, prior to April 15.

497
498 **Section E. Evaluators**

499 Each Employee shall be evaluated by a school District administrator. No employee shall be required
500 to evaluate other Employees. Lead workers and supervisors may however, be requested by the
501 evaluator to give input into the evaluation of Employees in their respective departments.

502
503 **Section F. Copy of the Reports**

504 Employees shall be given a copy of the evaluation report, including all appropriate attachments, within
505 five (5) days of signing the report.

506
507 **Section G. Signatures Required**

508 Both the evaluator and the Employee shall sign and date the evaluation report. The signature of the
509 Employee shall indicate only that he/she has read and received a copy of the report. It shall not mean
510 that the Employee necessarily agrees with the report. No Employee shall be required to sign a blank
511 or incomplete evaluation form.

512
513 **Section H. Open Observations**

514 All monitoring or observing of Employees for evaluation purposes shall be conducted openly and with
515 full knowledge of the Employee without the use of eavesdropping, electronic, or mechanical
516 surveillance devices.

517
518 **Section I. Rebuttals**

519 Any Employee may write additions or rebuttals to any observation or evaluation report and have such
520 comments attached to and made a part of his/her evaluation file.

524 **Section J. Review of Evaluation Instrument**

525 Upon request of the Association or the District, The Parties shall convene a joint committee made up
526 of three (3) employees selected by the Association and two (2) administrators selected by the
527 Superintendent. The purpose of this committee shall be to determine if modifications of the employee
528 evaluation instrument are desirable, and if so, what those modifications should be. Any proposed
529 change shall conform to the evaluation section of the Agreement and shall be recommended to the
530 Board and Association for ratification. Should such changes be recommended and ratified, this
531 Agreement shall be modified accordingly.

532
533 **Section K. Professional Growth Plan**

534 Employee(s) shall have the opportunity to start a professional growth plan, which will be established
535 between the Employee(s) and a member of the Administration.

536
537 **ARTICLE V. LAYOFF AND RECALL**

538 **Section A. Definition**

- 539 1. The term "**layoff**", as used in this article shall mean action by the Board reducing the number
540 of Employees in the bargaining unit.
541
542 2. The term "**seniority**", as used in this Article is defined in Article III, Section G.

543
544 **Section B. Retained Positions**

545 In the event that a layoff becomes necessary, the District shall first determine which positions shall be
546 retained and shall retain the senior Employee capable of filling such positions with reference to Article
547 III. Section G.

548
549 All retained Employees may be reassigned by the District to fill essential vacancies. The annual
550 evaluation of Employees so affected shall bear the notation that the assignment upon which they are
551 being evaluated is an assignment outside of regular job classification.

552
553 **Section C. Layoff**

554 Should it become necessary to reduce the number of employees, layoffs will occur by whole persons,
555 whenever the District determines that whole person layoffs will meet the needs of the District.
556 Employees who are to be laid off shall be given advance written notice as soon as possible, but in no
557 event shall such notice be less than twenty (20) days.

558
559 **Section D. Re-Employment Pool**

560 Employees who are laid off shall be placed in a re-employment pool for two (2) years.

561
562 **Section E. Recall**

563 No positions which have been RIF'ed shall be filled with a substitute, either short-term or long-term,
564 except where necessary to cover during the hiring process.

565
566 Positions eligible for recall shall be posted first for in-district bargaining unit members. Once positions
567 have been filled based on seniority and qualifications, remaining positions shall be eligible for recall

568 from the recall pool.
569 Recall shall be based first upon qualifications relating to the District position to be filled. The second
570 consideration shall be seniority. The District shall give written notice of recall from layoff by sending
571 a certified return receipt letter to the recalled Employee at his/her last known address. If the Employee
572 does not respond within ten (10) days of such notice of recall, the Employee shall forfeit right of recall.
573 The Employee's address, as it appears on District records, shall be conclusive when used in connection
574 with layoffs, recall, or other notice to Employees. Employees are responsible for keeping such address
575 record current.

576 **Section F. Continuing Benefits**

577 While in the re-employment pool, an Employee may continue in the District fringe benefit programs
578 for which they are legally qualified. Such continuance shall be at Employee expense. Payment to
579 insurance carriers must be made by the first (1st) of each month.

581 **Section G. Miscellaneous**

- 582
- 583 1. **Benefits Upon Return:** Upon return to active employment, Employees shall be returned to
584 their former status, without loss of benefits.
 - 585
 - 586 2. **Re-Assignment:** An Employee who is laid off in his/her classification shall be considered for
587 retention in his/her other job classifications within which he/she had seniority.
 - 588
 - 589 3. **Displacement:** No Employee shall be "displaced" by school Employees who are not a part of
590 the bargaining unit.
 - 591
 - 592 4. **Assignment:** In no event may the District hire a new Employee from outside the Re-
593 employment Pool while there are Employees remaining in the Re-employment Pool who are
594 qualified for a vacant or newly created position.
 - 595
 - 596 5. **Re-Assignment Considerations:** Employees having additional skills, qualifications, and/or
597 factors they wish to have considered related to a possible re-assignment may report such, in
598 writing to the Superintendent.
 - 599

600 **ARTICLE VI. LEAVES**

601 **Section A. Illness, Injury, and Disability (Sick) Leave**

- 602
- 603 1. **Accumulation:** Each full time (2080 hour) Employee shall be credited with twelve (12) days
604 of Illness, Injury, and Disability Leave annually (accumulated on a month by month basis),
605 which shall be referred to hereafter as "sick leave".
606 Employees who are less than full time shall receive a prorated portion of such leave. Unused
607 sick leave shall accumulate to the maximum allowed by law.
 - 608
 - 609 2. **Documentation:** Employees who are absent four (4) or more consecutive days may be required
610 to furnish a doctor's statement to document their illness.
 - 611

- 612 3. **Use:** Employees may use accumulated sick leave as set out below; provided that upon
613 agreement of the Superintendent, employees may borrow sick leave against anticipated future
614 accumulations.
615
- 616 a. **Personal Illness, Injury, or Disability:** The District shall grant sick leave to an
617 Employee when the Employee is unable to perform duties because of personal illness,
618 injury, or disability. Such leave may also be granted for medical, dental, or ocular
619 appointments when absence within working hours is authorized. In emergencies such
620 advance approval shall not be required.
621
- 622 b. **Maternity:** The District shall grant sick leave for pregnancy, childbirth and related
623 temporary disability to Employees, to the extent the Employee's physician certifies the
624 Employee's temporary disability.
625
- 626 Employees requesting maternity leave shall notify the District as early as possible prior
627 to the beginning of the leave and shall indicate the expected date of return at the time
628 the leave is requested. Employees shall advise the District of the exact date of return as
629 soon as that date is known to the Employee.
630
- 631 c. **Family Illness:** The District shall grant sick leave to Employees in the event of illness,
632 injury, or disability within the immediate family of the Employee. For purposes of this
633 provision, the term "immediate family" shall mean spouse, parent, child, grandchild,
634 grandparent, sibling, other close relatives by blood or marriage, or any person who is a
635 dependent of the Employee. The superintendent may require verification of family
636 members.
637
- 638 d. **Emergency:** The District shall grant sick leave to Employees in the event the Employee
639 has an emergency, defined as, a problem that has been suddenly precipitated or is
640 unplanned; or where pre-planning could not relieve the necessity for the Employee's
641 absence.
642
- 643 e. **Accounting:** In the event a fraction of a day is used by an Employee for sick leave, the
644 charge to the Employee's account shall be the actual amount of time absent from work
645 rounded to the quarter hour (15 minutes). Seven (7) minutes or less will be rounded to
646 zero (0) minutes and eight (8) minutes or more will be rounded to fifteen (15) minutes.
647
- 648 4. **Sick Leave Exhaustion:** In the event an Employee's accumulated sick leave is exhausted, but
649 more sick leave is required by the Employee pursuant to the provisions set out above, the
650 Employee may request and the District shall grant a leave without pay for the period of time
651 needed to work or the end of the school year, whichever is sooner. The Employee shall advise
652 the District of the expected duration of the leave at the time of request for the leave.
653
- 654 5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District
655

656 employment due to retirement (as recognized by (PERS or SERS), whether or not the Employee
657 was a participating member of the system) or death, an Employee or his/her estate shall receive
658 pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days
659 at a rate equal to one day's per diem pay for each four (4) full days accrued leave for illness or
660 injury.

661
662 The monies paid pursuant to this provision shall not be included for the purpose of computing
663 a retirement allowance under any public retirement system in the State, and shall be in
664 accordance with the rules and regulations.

- 665
666 6. **Annual Sick Leave Buy-Back Option:** In February of the year following any year in which a
667 minimum of sixty (60) days of leave for illness or injury is accrued, and each February
668 thereafter, any eligible Employee may exercise an option to receive pay for unused sick leave
669 accumulated in the previous year at a rate equal to one (1) day's pay of each four (4) full days
670 of accrued sick leave in excess of sixty (60) days. Leave for illness or injury for which
671 compensation has been received shall be deducted from accrued sick leave at the rate of four
672 (4) days for every one (1) day's pay.
- 673
674 7. **Notice:** When an Employee is absent he/she shall give notice to his/her supervisor not later
675 than 1 1/2 hours prior to regular scheduled working hours of the first day of the absence. If the
676 absence is to be for consecutive days, the District shall be notified of the probable date of return.

677
678 **Section B. Personal Leave**

- 679 1. The District shall grant Employees up to two (2) days of personal leave with pay and one (1)
680 day for which the Employee shall reimburse the District for the cost of substitute pay, if a
681 substitute is actually hired by the District. Notice of intent to use such leave shall be given by
682 Employees in advance of the leave as much as is reasonably possible. In the event an Employee
683 requires use of more than three (3) days of personal leave per year, he/she shall make a request
684 for such leave to the Superintendent who may grant such leave to the Employee at a cost to the
685 Employee equal to the actual substitute salary cost to the District. Personal leave may not be
686 used for the first or last day of the school year.
- 687
688 2. Longevity – Employees with five (5) or more consecutive years of employment with the Soap
689 Lake School District will be granted one (1) additional day of personal leave. For every five (5)
690 years thereafter employees will be granted one (1) additional day of personal leave.
- 691
692 3. One (1) personal leave day may be carried over from year to year.

693
694 **Section C. Judicial Leave**

695 In the event an Employee is summoned to serve as a juror, appear as a witness in court, or is named as
696 a co-defendant with the District, such Employee shall receive a normal day's pay for each day of
697 required presence in court; provided, however, that any compensation received for such service shall
698 be paid to the District, minus actual expenses. Such repayment shall not exceed the Employee's normal
699 daily pay less bona fide expenses. In the event that an Employee is a Party to a court action, such

700 Employee may use personal leave, vacation, or request an unpaid leave of absence.
701

702 **Section D. Bereavement Leave**

703 The District shall grant each Employee a maximum of five (5) days leave with pay per incident for
704 absence caused by death or serious illness in the Employee's immediate family. The term "immediate
705 family" shall mean spouse, parent, child, sibling, grandchild, grandparent, other close relatives by blood
706 or marriage, or any person who is a dependent of the Employee and other upon approval of the
707 Superintendent. Bereavement leave shall not be deducted from sick leave and is non-accumulative.
708 Employees shall provide the Superintendent as much notice as is practicable under the circumstances.
709

710 The District shall grant Employees up to one (1) day of bereavement leave with pay in the event of the
711 death of friends, students, or colleagues of the Employee. Additional bereavement shall be granted as
712 emergency leave.
713

714 **Section E. Long Term Leave of Absence**

715 The District may grant any Employee an unpaid long term leave of absence for up to one (1) year for
716 study, travel, medical, or other mutually agreed to reason(s). Employees granted such a leave shall be
717 permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not
718 gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary
719 schedule for the period of the leave. Upon return from such leave, the Employee shall be entitled to
720 the same position or a position substantially equivalent to the position held prior to the leave provided
721 such position is available.
722

723 **Section F. Child Rearing Leave**

724 The District shall grant an unpaid child rearing leave of up to one (1) year to any Employee for the
725 purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time
726 for court legal procedures, home study and evaluation, and required home visitations by the adoption
727 agent not possible to schedule outside of the regular working hours. An Employee returning from such
728 leave shall be placed in the position last held or in a similar position in the District.
729

730 **Section G. Adoption Leave**

731 The District shall grant up to five (5) days per year of adoption leave from accumulated sick leave upon
732 written application by a parent in order to complete the adoption process. Such leave may be used for
733 court legal procedures, home study and evaluation, and required home visitations by the adoption agent
734 not possible outside of the regular working hours.
735

736 **Section H. Military Leave**

737 The District shall grant military leave to any Employee who is called into active duty, extended or
738 temporary, as a member of the Armed Forces of the United States in accordance with law.
739

740 **Section I. District Approved Leaves**

741 From time to time, Employees may seek to attend professional meetings, workshops, or in-service
742 functions in an effort to update or improve their value to the District. At times, such attendance may
743 be requested by the District. Such absence shall be termed "District Approved Leave". In addition to

744 full pay allowances, Employees may be reimbursed for normal costs paid for meals, lodging, mileage,
745 and registration. All District approved leaves must have prior approval of the Superintendent.

746
747 **Section J. Benefit Accumulation While on Leave**

748 Each Employee shall retain accrued sick leave, vacation rights, and seniority rights while on leave of
749 absence. However, vacation credits, seniority rights, and sick leave shall not accumulate while the
750 Employee is on leave of absence.

751
752 **Section K. Family Medical Leave Act (FMLA)**

- 753
- 754 **1. Leave of Absence:** A leave of absence under the provisions of the Family and Medical Leave
755 Act (FMLA) (1993), may be granted upon request for: the employee's own serious health
756 condition; the serious health condition of employee's family member; caring for newborn, or
757 newly placed adopted child or foster child. The District has the right to confirm that there is a
758 bona fide medical condition for which FMLA leave would be eligible.
759
 - 760 **2. Eligibility for Leave:** All contracted employees shall be eligible to request FMLA leave
761 provided that in the previous year they were at least a fifty percent (50%) employee (720
762 hours). Part-time employees who have established eligibility as stated above shall be granted
763 FMLA leave proportional to their contracted employment.
764
 - 765 **a. Duration:** Leaves of this type shall be granted for up to twelve (12) workweeks within the
766 employees contracted work year.
 - 767
 - 768 **b. Job Protection:** Any employee returning from FMLA leave within or at the end of the twelve
769 (12) week period shall be returned to the position from which they left; however, if the position
770 no longer exists, then they shall be placed in as nearly comparable position as possible. The
771 employee's seniority shall be maintained while on FMLA. However, the District is not required
772 to maintain a budgeted position (such as in the case of budgetary crisis) nor to create a position
773 for the employee. If the employee is laid off for a budgetary crisis upon return from FMLA
774 leave, they will be recalled using the procedure outlined in *Article V - Layoff and Recall*.
775
 - 776 **c. Health Benefits:** The employee on FMLA leave of absence shall continue to have their own
777 health benefits maintained by the District for the twelve (12) workweeks allowed by FMLA,
778 but the employee must continue to pay their remaining portion of the benefit during the leave.
779
 - 780 **3. Use of Accumulated Paid Leave:** The employee shall first use all paid leaves prior to going
781 on unpaid leave. Paid leave includes; sick leave, personal leave, unscheduled vacation leave,
782 and any other accumulated leave.
783
 - 784
 - 785 **4. Consecutive Use of Sick Leave and Family and Medical Leave:**
786 **a.** As per Washington State Family Leave Act (1997), the use of FMLA is in addition to any leave
787 for sickness or temporary disability caused by pregnancy or childbirth. This means an employee

788 can take sick leave for the actual time she is sick or temporarily disabled because of pregnancy
789 and childbirth and then can take twelve (12) weeks FMLA during the contracted year because
790 of the birth of a child.

- 791 **b.** Consecutive use of sick leave in the case of catastrophic illness or injury shall be at the
792 discretion of the Board of Directors.

- 793
794 **5.** **Notice to District:** Except in case of emergency, the employee shall give at least two (2)
795 weeks' written notice to the Superintendent of the intent to take FMLA and shall indicate
796 their intent to use paid and/or unpaid days.

- 797
798 **6.** **Return to Work Date:** Written notice to the District should include, to the extent possible, an
799 unexpected date of return to work.

800 **ARTICLE VII. FISCAL MATTERS**

801 **Section A. Wages**

- 802
803 **1.** **Schedule:** Wages shall be as set out in the schedule which is attached to and made a part of
804 this Agreement as Appendix A.
805
806 **2.** **Increases in Wages:** Wage adjustments shall be granted September 1, of each year and shall
807 equal the percent of adjustment of classified Employees appropriated and paid by the State.
808 This increase includes both salary increases as well as Cost of Living Adjustments (COLA).
809
810 **3.** **Payment:** Payment for wages shall be prorated over twelve (12) monthly paychecks.
811 Paychecks shall be issued on the last business day of each month. This payment will be direct
812 deposited into the Employee's bank account.
813
814 **4.** **Severance:** All compensation owed, including vacation, and compensatory pay to an Employee
815 who is leaving the District shall, upon request, be paid in the next regular pay check.
816
817 **5.** **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall
818 be brought to the attention of the Employee as soon as discovered. In the event of either an
819 underpayment or an overpayment, the District and the Employee shall work out a mutually
820 agreeable plan for payback.
821
822 **6.** **Probation Wage:** An employee shall be paid probation wage their first 320 hours of
823 employment with the District. Probation wage will not apply once the 320 hours have been
824 satisfied, even if the employee changes job classification.
825
826
827

828 **Section B. Bus Drivers**

829 Regular Employees shall not be permitted to substitute bus drivers at times that conflict with their
830 student related responsibilities.

- 831 **1.** **Normal Shifts:** The District Supervisor of Transportation shall set shifts within the
Soap Lake ESP/Soap Lake School District 2015-2017

832 Transportation unit according to routes and time requirements. These shifts will be developed
833 so the driving times will be as close to one and one half (1 ½) hours as possible. These routes
834 will also be equal as possible. Employees will bid on these route assignments according to
835 seniority. In the event there is less than thirty (30) minutes layover time between assignments,
836 an Employee's shift shall continue uninterrupted for such layover time. In addition, the
837 District shall pay drivers for sixty (60) minutes per day for the purpose of bus warm-up,
838 cleanup, and safety check, etc. This sixty (60) minutes is broken down as fifteen (15) minutes
839 for pre-trip inspection/warm-up and fifteen (15) minutes for post-trip inspection/cleanup for
840 both the morning and afternoon routes. Drivers will timesheet extra drive time, beyond their
841 normal two (2) hour shift, required to complete their routes due to adverse or unusual route
842 conditions.

843
844 2. **Extra Trips:**

- 845 a. The term "**Extra trips**" shall mean an assignment in addition to a regular route. The
846 term "**extra trips**" shall also apply to any assignment in which a driver takes a vehicle
847 out of the District which involves the transportation of ten (10) or more students.
848
- 849 b. **Pay Schedule:** Drivers for Extracurricular bus trips shall be paid according to the
850 schedule that is attached to and made a part of this Agreement as Appendix A.
851
- 852 c. **Posting:** Each upcoming extracurricular trip shall be posted for driver consideration as
853 early as possible. Information on the posting shall include but not necessarily be limited
854 to date of trip, estimated time of departure, estimated time of return, destination, layover
855 provisions, and type of activity.
856
- 857 d. **Expenses:** Drivers assigned to extra trips shall be reimbursed for reasonable meal
858 expenses actually incurred in accordance with District policy when an assigned trip
859 would cause the driver to miss a normal (breakfast, lunch, or dinner) meal period.
860
- 861 e. **Extra Trips:** Extra trips shall be assigned in rotation. In the event that a driver whose
862 name is at the top of the rotation list is unavailable, the Transportation Supervisor shall
863 assign the next driver on the list. Drivers who are unavailable to take their turn shall
864 forfeit their right to assignment during that rotation. If no one on the list is available,
865 then the Supervisor may assign as he/she sees fit.
866
- 867 f. **Extended Trips:** Assignment of drivers to extended trips shall be exempt from the
868 conditions of this Section. The term "**extended trip**" shall mean a trip of twenty-four
869 (24) or more hours duration. The District shall pay drivers on extended trips their regular
870 wage for all hours driven. Reimbursement for layovers and stand-by shall be according
871 to the posting.
872
- 873 g. **Stand-By:** The District shall pay drivers on trips other than their regularly assigned
874 routes 75% of their regular wage for all required stand-by time. The term "**stand-by**"
875 shall mean any time the District or its agents direct, request, or require a driver to be on

876 duty, to stand-by, to supervise, to run errands, or otherwise to use his/her time in a
877 fashion directed, requested, or required by the District or its agent. Regular wages will
878 be paid for all hours driven.
879

- 880 h. **Cancellation:** In the event an extra trip is cancelled within less than twelve (12) hours
881 of departure time drivers will be compensated at one and a half (1 1/2) hours pay.
882

883 **Section C. New Employees**

884 Upon verification of work experience by the Employee, the District shall grant longevity experience
885 credits to Employees newly hired into the District for similar or related work experience in public
886 school in the State, to the full extent permitted by law, including, but not limited to sick leave (provided
887 service between Districts is continuous) and salary placement, but not applicable to seniority, pursuant
888 to RCW.28A.400.300.
889

890 **Section D. Insurance Benefits**

- 891 1. **Amount of Contribution:** The District shall provide the maximum insurance contribution on
892 a pooled basis, in accordance by law as funded by SPI and the State of Washington. Beginning
893 September 1, 2006, The District shall also pay for each employee's pro-ration of the Health
894 Care Authority Carve- out.
895
- 896 2. **Part-Time Employees:** All part-time Employees employed one-half (1/2) time or more (180
897 days x 4 hrs/day=720 hrs per year) shall receive prorated benefits, which may be used only in
898 accordance with the provisions of this section and law.
899
- 900 3. **Pooling:** To gain maximum utilization of the contribution, all insurance monies shall be placed
901 in an insurance pool (hereinafter "the pool"), which shall be used to pay premiums and reduce
902 or eliminate payroll deductions for Employees for medical, dental, and vision plans.
903
- 904 4. **Dental Coverage:** The premiums for dental shall be deducted first from the pool. Dental
905 coverage shall be supplied by Washington Dental Service Plan or Willamette Dental (family
906 plans, including orthodontics).
907
- 908 5. **Vision:** The premiums for vision coverage shall be deducted second from the pool.
909
- 910 6. **Medical:** The premiums for medical shall be deducted third from the pool.
911
- 912 7. **Distribution of Remaining Pool Money:** In the event that any money remains in the pool after
913 payments for dental, vision, and medical have been made, such money shall be divided equally
914 among Employees, prorated according to full-time equivalency, for purchase of additional
915 insurance coverage as permitted by law.
916
- 917 8. **Employee Contribution:** In the event that the pool does not cover all the cost of dental, vision,
918 and medical premiums, the District shall deduct the deficit from the paychecks of those
919 Employees whose costs exceed/ available pool monies.

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- 9. **Double Coverage Bar:** The contribution toward medical insurance does not provide for "double coverage" for husband/wife/children where both are employed by the District. If such Employees elect "double coverage" for themselves and/or children, they shall pay the difference in premium.
- 10. **Changes In Coverage:** In the event an Employee's insurance status changes during the school year, the Employee's coverage shall automatically be adjusted when the District is notified of such change.
- 11. **Selection of Plans:** Current plans shall continue in effect unless the Parties mutually agree to change, or as otherwise provided in law. The monthly premium may be used by employees to provide the programs listed below or those programs currently authorized by the review process in paragraph 13.
 - a. WEA Select Preferred Medical Plan(s)
 - b. WEA Select HMO
 - c. WEA Select Dental Plan I
 - d. WEA Select Vision Plan
- 12. **Severance:** The District shall make no insurance premium payment for any Employee who has severed his/her employment with the District.
- 13. **Review:** The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without mutual determination of the Parties and/or in accordance with State Law.

Section E. Hours of Work

- 1. **Work Week:** Paraprofessionals shall work regular number of hours during Parent-Teacher Conferences. The workweek shall consist of five (5) consecutive days. The normal workweek shall be Monday through Friday, unless mutual agreement is given by the Employee otherwise.
- 2. **Assigned Shift:** The District shall assign each Employee to a definite shift with designated beginning and ending times. Work schedule showing the Employee's shift, work days, and hours shall be given each Employee. All shifts shall be defined to the needs of the District. The Employee's shift shall not be changed without prior notice with the Employee of at least one (1) week; provided that this notice requirement may be waived by the Employee.
- 3. **Work Day:** The full-time workday shall consist of eight and one-half (8 1/2) hours, including a thirty (30) minute uninterrupted unpaid duty-free lunch period when Employees are free to leave the work site as near the middle of the shift as is practicable and a fifteen (15) minute first half and a fifteen (15) minute second half rest period. Both rest periods shall occur as near the middle of each shift as is practicable.

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- 4. **Part-Time Shift Rest Period:** Employees working four (4) hours or more per day shall receive a thirty (30) minute unpaid lunch break. Employees who work four (4) consecutive hours shall receive a fifteen (15) minute break within those four (4) hours. Employees who's work schedule exceeds seven (7) hours shall receive two (2) fifteen (15) minute breaks within the workday. These breaks will be as near the middle of the work shift(s) as possible. Worktime shall not exceed three (3) hours before a break is taken. Bus drivers on extra-curricular trips will schedule breaks and lunch within the requirement of the trip.
- 5. **Loss of Lunch Period and/or Rest Periods:** Employees required by their supervisor to work through their regular lunch periods shall be given time to eat at a time agreed upon by the Employee and his/her supervisor. In the event the District requires an Employee to forego his/her lunch period and the Employee works his/her entire shift, including the lunch period, he/she shall be compensated for the lost lunch period. The same rule shall apply to lost breaks.
- 6. **School Closure/Delay:** In the event of an unusual school closure or delay due to inclement weather, plant inoperation, or similar emergencies, the District shall make every effort to notify each Employee to refrain from coming to work. Employees who do not receive such notice and who report to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no Employee shall be entitled to any such compensation in the event he/she has been actually notified by the District through radio announcement, phone call, actual visits, etc.
- 7. **FLSA:** The District shall be in accordance with the Fair Labor Standards Act (FLSA).

Section F. Overtime

- 1. **Control:** Overtime assignments shall be distributed as equally as possible, except in emergencies beyond the control of the District. The District shall provide Employees with as much advance notice as practicable in the assignment of overtime.
- 2. **Rate:** All hours worked in excess of forty (40) hours in Sunday through Saturday calendar week, shall be compensated at the rate of one and one-half (1 1/2) times the Employee's base hourly rate. The employee's hourly rate shall be calculated in accordance with the Washington State Department of Labor and Industries laws and guidelines. The District will provide detailed overtime rate information to an employee upon request.
- 3. **Compensation Time:** In the event a supervisor requests that an Employee work beyond his/her specified working hours, the District shall compensate the employee at his/her regular hourly wage or compensatory time off. Compensating time off shall be granted at the mutual convenience of the District and Employee, but shall be taken within thirty (30) days. If the time off is not taken within thirty (30) days, the Employee shall receive payment for the accrued overtime. Compensatory time shall be at time and one-half (1 1/2).

Section G. Classification Differential

Employees requested to work a shift regularly filled by a higher classification Employee, shall receive

1008 compensation equal to the rate in the higher classification, based upon the job classification seniority
1009 step of the replacement employee. If the Employee is in his/her first 320 hours of actual work on the
1010 job, he/she shall be paid at the probation wage for such temporary assignment.

1011
1012 **Section H. Travel Reimbursement**

1013 An Employee who is required to use his/her own vehicle as a part of his/her Employee responsibilities
1014 (including Employees who are required to travel between buildings) shall receive travel reimbursement
1015 equal to that amount paid by the State to State Employees. Such reimbursement shall be initiated by
1016 the Employee on a Reimbursement Claim Form. Claim forms shall be submitted at the end of each
1017 school quarter, or at the end of the school year (Employee option), unless the claim amount exceeds
1018 \$25, in which case monthly claims may be submitted.

1019
1020 **Section I. Training**

1021 Paraprofessionals shall attend in-service training offered by the District that pertains to working with
1022 staff and students when pre-approved by Administration.

1023
1024 Employees attending training courses required by the District shall be paid by the District at the
1025 Employee's regular rate of pay for all time in attendance.

1026
1027 Employees attending training courses or seminars required by the District shall suffer no loss of regular
1028 salary if the course requires them to attend during their regular employment time. Expenses incurred
1029 for training course fees and tuition shall be paid by the District. Per diem shall be paid to Employees
1030 required to attend training sessions outside the regular workday.

1031
1032 The District shall pay all required fees, certificates, health tests, and in-servicing required to maintain
1033 jobs. The District will provide a minimum of 6 hours annually of In-service trainings for classified
1034 personnel, in addition to 12 hours of orientation at the beginning of the school year. The in-service
1035 training hours may be divided into increments of no less than three (3) hours per session, unless by
1036 mutual agreement of the District and Association. An in-service committee consisting of Association
1037 members and the Administration will make training recommendations to the Superintendent.

1038
1039 **Section J. In-District Substitutes**

1040 Current employees shall be given first opportunity for substitute positions based on availability,
1041 qualifications, seniority, and flexibility of work schedule. No employee may substitute for another
1042 employee if it requires payment of overtime. The District reserves the right to assign employees who
1043 may have less seniority or experience if an immediate or unforeseen need arises.

1044
1045 **ARTICLE VIII. HOLIDAYS AND VACATIONS**

1046
1047
1048 **Section A. Holidays**

1049 All Employees shall receive the following paid holidays, on an FTE basis, that fall within their work
1050 year, as defined by the State of Washington:

- | | | | | |
|------|----|-------------------------------|-----|------------------------|
| 1052 | 1. | New Year's Day | 7. | Veteran's Day |
| 1053 | 2. | Martin Luther King's Birthday | 8. | Thanksgiving Day |
| 1054 | 3. | President's Day | 9. | Day after Thanksgiving |
| 1055 | 4. | Memorial Day | 10. | Day before Christmas |
| 1056 | 5. | Independence Day | 11. | Christmas Day |
| 1057 | 6. | Labor Day | | |

1058
 1059 All Employees shall receive pay equal to their normal work shift at their base rate in effect at the time
 1060 the holiday occurs. Any Employee who is on the active payroll on the holiday and who has worked
 1061 either his/her last scheduled shift preceding the holiday or his/her first scheduled shift succeeding the
 1062 holiday, and is not on leave of absence, shall be eligible for pay for such un-worked holiday. An
 1063 exception to this requirement shall occur if the Employee can furnish proof satisfactory to the District
 1064 that because of illness he/she was unable to work on either of such shifts, and his/her absence previous
 1065 to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.
 1066

1067 Employees who are required to work on the above-described holidays, and who are eligible for such
 1068 holiday pay, shall receive twice their base rate for all hours worked on such holidays, provided that
 1069 such work has prior District authorization.
 1070

1071 **Section B. Vacations**

1072 All twelve (12) month Employees shall be granted vacation credit, based upon months worked during
 1073 the calendar year September 1 to August 31. Such vacation shall be earned and used as designated in
 1074 this Article.
 1075

- 1076 1. The vacation credit to which an Employee shall be entitled shall be computed in accordance
 1077 with the following rules:
 1078

1079 An Employee with less than five (5) years service shall earn one (1) day vacation for each month
 1080 worked, not to exceed twelve (12) days per year.
 1081

1082 An Employee with more than five (5), but less than ten (10) years of service shall earn one and
 1083 one-fourth (1 1/4) days vacation credit for each month worked, to total fifteen (15) days.
 1084

1085 An Employee with more than ten (10) years service shall earn one and two-thirds (1 2/3) days
 1086 vacation credit for each month worked, to total twenty (20) days.
 1087

- 1088 2. For every regular workday from which an Employee is absent on vacation, sick leave,
 1089 bereavement leave or emergency leave, the hours of the Employee's normal work shift shall be
 1090 credited as if worked.
 1091

- 1092 3. Eligibility for use of vacation: An Employee becomes eligible to use his/her vacation credit
 1093 after reaching his/her first eligibility date. The eligibility date of an Employee newly hired or
 1094 rehired after termination of employment shall occur on the anniversary date of his/her
 1095 employment; provided, however, that Employees shall be eligible for benefits accruing during

1096 the first year prorated to the next July 1.

1097
1098 An Employee who works more than fifty percent (50%) of the normal work year during his/her
1099 first year of employment with the District shall be entitled to all vacation benefits. An Employee
1100 who works less than fifty (50%) of the normal work year shall become eligible for vacation
1101 benefits on the first day of the next fiscal year.

1102 **ARTICLE IX. GRIEVANCE PROCEDURE**

1103 **Section A. Definitions**

- 1104 1. The term "**grievant**" shall mean a bargaining unit member or group of bargaining unit
1105 members.
- 1106 2. The term "**grievance**" shall mean a claim or complaint by a grievant that there has been a
1107 violation, misinterpretation or misapplication of any terms or provisions of this Agreement;
1108
- 1109 3. For purposes of this Article, the term "**Days**" shall mean Employee work days. After the last
1110 day of school and before commencement of the fall semester, the term "days" shall mean
1111 calendar days.
1112
1113
1114

1115 **Section B. Time Limits**

- 1116 1. **Grievant:** If the grievant fails to file or appeal according to these timelines, the grievance may
1117 not be further pursued and shall be resolved according to the last formal response.
1118
- 1119 2. **District:** In the event the District or its agents fail to meet a timeline, the grievant may proceed
1120 to the next step of the procedure.
1121
- 1122 3. **Strict Adherence:** The specified time limits shall be strictly observed but may be extended by
1123 mutual concurrence of the Parties.
1124

1125 **Section C. Rights to Representation**

- 1126 1. **With an AR:** A grievant shall have the right to be accompanied by an AR at all steps of the
1127 grievance procedure.
1128
- 1129 2. **Self Representation:** In the event a grievant elects to file and proceed without Association
1130 representation, he/she may do so through the first two (2) steps of the procedure only, provided
1131 that the Association is present at every meeting or conference in order to protect its contract
1132 rights, and further provided that copies of the grievance, appeals, and responses are given to the
1133 President in a timely fashion.
1134
- 1135 3. **Outside Representation Bar:** No grievance may be processed with a grievant having
1136 representation other than him/herself or the Association.
1137

1138 **Section D. Complaints**

1139 Nothing contained herein shall be construed as limiting the right of any Employee having a complaint

1140 to discuss the matter through administrative channels and to have the problem adjusted without the
1141 intervention of the Association, as long as the Association is notified in writing of the disposition of
1142 the matter and such disposition is not inconsistent with the terms of this Agreement.
1143

1144 Employees may also be accompanied by an AR for representation purposes when pursuing a complaint.
1145

1146 **Section E. Procedure**

1147 Prior to a formal grievance, send the original signed grievance to the Association President/Co-
1148 Presidents and one (1) copy to the Grievance Committee. Keep one (1) copy. Use a District Complaint
1149 form for any complaint, which is not contractual. Grievances shall be processed in the following
1150 manner:

1151 **STEP 1. Supervisor**

1152 The Parties encourage Employees and their supervisors to attempt to resolve problems through free and
1153 informal communications prior to filing formal grievances.
1154

1155 Within twenty (20) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal
1156 grievance shall be presented in writing to the Employee's supervisor, who shall arrange for a conference
1157 between him/herself, the grievant, and the AR to take place within five (5) days after receipt of the
1158 grievance. Such supervisor shall provide the grievant and the AR with a written answer to the grievance
1159 within five (5) days after the meeting. Such answer shall include reasons upon which the decision was
1160 based.
1161

1162 **STEP 2. Superintendent**

1163 If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been
1164 rendered within the timeline, the grievant has 30 days to appeal the grievance to the Superintendent.
1165 The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor,
1166 and the AR, to take place within five (5) days of his/her receipt of the appeal. The Parties shall have
1167 the right to include in the representation such witnesses they deem necessary to develop the facts
1168 pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days
1169 to provide his/her written decision, together with reasons for the decision to the grievant and the AR.
1170

1171 **STEP 3. School Board**

1172 If the grievant is not satisfied with the disposition of the grievance at Step 2, or if no decision has been
1173 rendered within the timeline, the grievant has thirty (30) days to appeal the grievance to the Board.
1174 Within five (5) days after the appeal is delivered to the District Office, the Board shall arrange for a
1175 hearing with itself, the grievant, the first level supervisor, the Superintendent, and the Association
1176 Representative. The grievant and the Association shall have the right to include in the representation
1177 such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion
1178 of the hearing, the Board will have five (5) days to provide its written decision, together with the reasons
1179 for the decision to the grievant and the Association.
1180

1181 **STEP 4. Binding Arbitration**

1182 If the Association is not satisfied with the decision at Step 2 or Step 3, or if no disposition has been
1183 made within the timeline, the Association may submit a Demand for Arbitration to PERC, along with

1184 a copy to the Superintendent within ten (10) days of the Superintendent's decision or it's due date. The
1185 arbitration shall be controlled by PERC rules and procedures using PERC staff.

1186
1187 The arbitrator shall have complete authority to make any decision and provide any remedy appropriate
1188 except as otherwise expressly prohibited by law or this Agreement. Both Parties shall be bound by the
1189 award of the arbitrator.

1190
1191 **Section F. Miscellaneous Conditions**

- 1192 1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or
1193 grievance arising hereunder may be processed through the grievance procedure until resolution.
1194
1195 2. **No Reprisals:** No reprisals of any kind shall be taken by the District or its agents against any
1196 Employee because of his/her participation in this grievance procedure.
1197
1198 3. **Cooperation of the Parties:** The Parties shall cooperate in their investigation of any grievance;
1199 and shall furnish such information as is requested for the processing of any grievance.

1200
1201 For the purpose of assisting an Employee or the Association in the prosecution or defense of
1202 any contractual, administrative, or legal proceeding, including, but not limited to grievances,
1203 the District shall permit an Employee and/or an AR access to and the right to inspect and acquire
1204 copies of his/her personnel file and any other files or records of the District which pertain to the
1205 affected Employee or any issue in the proceeding in question.

- 1206
1207 4. **Released Time:** Should the investigation or processing of any grievance require that an
1208 Employee(s) or an AR(s) be released from their regular assignment, upon request of the
1209 Association, they shall be released without loss of pay or benefits.
1210
1211 5. **Files:** All documents, communications, and records dealing with the processing of a grievance
1212 shall be filed separately from the personnel files of the participants.
1213
1214 6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as
1215 Appendix B.
1216
1217 7. **Association Grievances:** If a grievance affects a group of Employees or the Association, the
1218 Association may initiate and submit such grievance to the Superintendent directly, and the
1219 processing of such grievance shall commence at Step 2. Grievances involving more than one
1220 (1) supervisor, and grievances involving the administrator above the building level may be filed
1221 by the Association at Step 2.
1222

1223 **ARTICLE X. DURATION**

1224 Section A. Effective Dates

1225 This Agreement shall be in effect September 1, 2015 through August 31, 2017. Signatories shall sign
Soap Lake ESP/Soap Lake School District 2015-2017

1226 the Agreement within thirty (30) days of ratification by the District and the Association.

1227 Section B. Openers

1228 Prior to the second (2nd) year of the Agreement, the Agreement may be opened to re-negotiate salaries,
1229 insurance, seniority, and any other item impacted by the Legislature. Any other opening of this
1230 Agreement shall be by mutual agreement only, or as otherwise set out in this Agreement.

1231 EXECUTED THIS _____ day of May, 2016 at Soap Lake, Grant County, Washington, by the
1232 undersigned officers with the authority of and on behalf of the Parties.

1233 FOR THE DISTRICT:
1234

FOR THE ASSOCIATION

1235 _____
1236 Superintendent
1237

Association Co-President

APPENDIX A. WAGES
3% COLA
SOAP LAKE/ESP WAGE SCHEDULE
2015-2016

Positions	Sub Wage	Probation (First 320 hrs or 20/30 bar)	Step 1* (0-5 years in Classification)	Step 2* (6-10 years in Classification)	Step 3* (11 years and beyond)
Custodian	14.20	14.52	18.16	18.61	19.09
Night Custodian	14.99	15.32	18.94	19.39	19.87
Maintenance/Grounds	14.20	14.52	18.16	18.61	19.09
Head Cook	14.80	15.10	18.88	19.36	19.85
Food Service Worker	12.20	12.50	15.65	16.06	16.46
Assistant Cook	12.20	12.50	15.65	16.06	16.46
Bus Driver	14.64	14.94	18.67	19.16	19.64
Stand-By	13.71	13.45	14.01	14.36	14.71
Secretary	13.95	14.23	17.77	18.24	18.70
Para Educator	12.20	12.50	15.65	16.06	16.46
SpEd Para Educator	12.72	13.04	16.17	16.58	16.98
Library/Tech Para	12.72	13.04	16.17	16.58	16.98
Nurse	25.04	25.04	25.33	26.01	26.65
Educational Interpreter	25.04	25.04	25.33	26.01	26.65

*Steps are based on Job Classification Seniority

Night custodian shall be defined as those whose normal shift begins 3:30 PM or after.

SpEd Para Educators are those Para Educators whose normal assignment is 50% or more in Special Education.

Classified employees will earn an additional \$.50/hr during the time they are assigned 1 on 1 with students.

APPENDIX A. WAGES
1.8% COLA plus 2.2% increase
SOAP LAKE/ESP WAGE SCHEDULE
2016-2017

Positions	Sub Wage	Probation (First 320 hrs or 20/30 bar)	Step 1* (0-5 years in Classification)	Step 2* (6-10 years in Classification)	Step 3* (11 years and beyond)
Custodian	14.78	15.11	18.89	19.36	19.86
Night Custodian	15.59	15.93	19.71	20.18	20.67
Maintenance/Grounds	14.78	15.11	18.89	19.36	19.86
Head Cook	15.40	15.71	19.64	20.15	20.65
Food Service Worker	12.69	13.01	16.28	16.71	17.12
Assistant Cook	12.69	13.01	16.28	16.71	17.12
Bus Driver	15.23	15.54	19.43	19.93	20.44
Stand-By	14.26	14.00	14.57	14.94	15.30
Secretary	14.51	14.81	18.49	18.98	19.46
Para Educator	12.69	13.01	16.28	16.71	17.12
SpEd Para Educator	13.23	13.57	16.82	17.25	17.67
Library/Tech Para	13.23	13.57	16.82	17.25	17.67
Nurse	26.05	26.05	26.35	27.06	27.72
Educational Interpreter	26.05	26.05	26.35	27.06	27.72

*Steps are based on Job Classification Seniority

Night custodian shall be defined as those whose normal shift begins 3:30 PM or after.

SpEd Para Educators are those Para Educators whose normal assignment is 50% or more in Special Education.

Classified employees will earn an additional \$.50/hr during the time they are assigned 1 on 1 with students.

APPENDIX B. GRIEVANCE FORM

SOAP LAKE SCHOOL DISTRICT/SOAP LAKE/ESP
FORMAL GRIEVANCE FORM

Name of Grievant: _____

Assignment: _____ Building: _____ Date: _____

Person To Whom Grievance Is Submitted: _____

Specific Contract Article Violated: _____

Brief Description of Grievance: _____

Date Violation Occurred: _____

Date Grievant Became Aware of Violation: _____

Remedy Sought: _____

Signature of Grievant

Date

Send the original signed grievance to the Association President/Co-Presidents and one (1) copy to the Grievance Committee.
Keep one (1) copy. Use a District Complaint form for any complaint, which is not contractual.

1311 **APPENDIX C. PROBATION/DISCIPLINE**

1312
1313
1314 **SOAP LAKE SCHOOL DISTRICT/SOAP LAKE/ESP**
1315 **NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR**
1316 **BEING PLACED ON PROBATION**
1317

1318
1319 You are being presented with this notice and option pursuant to the Agreement between the Soap Lake
1320 School District and the Soap Lake/ ESP. The District is not obligated to advise you of your rights
1321 beyond presenting you with this notice. If you select the first option below, the District shall notify the
1322 Soap Lake/ESP that this disciplinary action or probation notice has been given to you.
1323

1324
1325
1326 _____ I do wish to have the Association notified that I have received this notice.
1327

1328
1329 _____ I do not wish to have the Association notified. I understand that the Association will
1330 receive no notice from the District of this action. Unless I contact them directly, they
1331 will not be informed of this action.
1332

1333
1334 My signature indicates that I have received, read, and understand this notice.
1335

1336
1337
1338 _____
1339 Signature of Administrator

1338 _____
1339 Signature of Employee

1340
1341
1342 _____
1343 Date

1342 _____
1343 Date

1353 **APPENDIX D. EVALUATION CRITERIA**

1354
1355 **SOAP LAKE SCHOOL DISTRICT/SOAP LAKE/ESP**
1356 **EVALUATION CRITERIA**

1357
1358 **JOB PERFORMANCE**

- 1359
1360 1. Understands his/her job and his/her job description
1361 2. Completes assigned tasks
1362 3. Seeks and accepts additional tasks when appropriate
1363 4. Attempts to upgrade his/her performance
1364 5. Has a good attitude toward his/her duties and assignments
1365 6. Follows directions
1366 7. Is punctual
1367 8. Offers constructive suggestions when appropriate
1368

1369 **WORK SITE MANAGEMENT**

- 1370
1371 1. Maintains a clean and pleasant working area
1372 2. Maintains a current inventory of needed supplies and equipment
1373 3. Demonstrates proper care of the equipment
1374 4. Produces necessary requested information in a timely fashion
1375

1376 **OCCUPATIONAL PREPARATION**

- 1377
1378 1. Seeks and accepts new methods from peers
1379 2. Seeks and accepts new methods from other districts
1380 3. Maintains active credentials as necessary
1381

1382 **EFFORT TOWARD IMPROVEMENT WHEN NEEDED**

- 1383
1384 1. Accepts constructive criticism
1385 2. Keeps current on changes pertaining to his/her job
1386 3. Shows effort to improve in skills and techniques
1387 4. Seeks and accepts new methods
1388 5. Attends District approved in-service workshops that are beneficial to job performance
1389

1390 **RAPPORT WITH STUDENTS AND STAFF**

- 1391
1392 1. Has a positive influence on students
1393 2. Supports students and their activities
1394 3. Gets along well with others
1395 4. Keeps lines of communication open
1396 5. Supports fellow staff members
1397 6. Utilizes the chain of command when appropriate
1398 7. Is polite, courteous, and helpful
1399 8. Has a positive working relationship with staff
1400

APPENDIX E. PERFORMANCE EVALUATION

Soap Lake School District #156 Classified Employee Performance Evaluation

 Name Evaluation Date

 School Years Employed by District Job Title
(Include Current Year)

Evaluation Type: Annual Probation End of Probation

Other:

Key: E=**Exceeds Expectations; M=Meets Expectations; NI=**Needs Improvement;
 (** Comment by evaluator is required)

E	M	NI	Job Performance	Comments
			1. Knowledge of Job: Demonstrates and possesses technical knowledge and/or skills required to perform job. Has a thorough understanding of entire job responsibility and job description. Keeps current on changes pertaining to his/her job.	
			2. Quantity of Job Performance. Extent to which employees efforts are consistent with the amount of work required by this job.	
			3. Quality of Job Performance The extent to which task performed meets/exceeds standards of quality expected of the job. Maintains thoroughness, accuracy, and neatness. Adhere to all job safety procedures.	
			4. Dependability: Reliability, able to carry out instructions and complete assigned tasks with minimal direction.	
			5. Initiative: Perceives the need for starting independent action. Originates well, thought out procedures and activities. Offers constructive suggestions when appropriate.	
			6. Stability/Flexibility: Extent to which employee is able to adjust to differing and new situations or new methods. Withstands pressure and remains calm in crisis situations.	
			7. Job Attitude: Has a good attitude toward his/her duties and assignments Keeps lines of communication open. Amount of personal interest and initiative shown toward assigned tasks. Demonstrates compliance and support for district rules and school activities. Demonstrates friendly and strong interest in the well being of students served. Utilizes the chain of command when appropriate. A high degree of cooperation with immediate supervisor.	

			8. Attendance/Punctuality: Is punctual and has good attendance. Adheres to assigned hours and schedules of breaks and duties.	
			9. Personal Appearance and Hygiene: Appearance and hygiene are appropriate to his/her specific job in the public school setting.	

E M NI Relationship With Students and Staff Comments

			1. Ability to Relate With Others: Has a positive working relationship with staff and supports fellow staff members. Courtesy, tactfulness, cooperation and sensitivity shown to colleagues, staff members, and parents.	
			2. Ability to Relate: Has a positive influence on students. Supports students and their activities. Is sensitive to individual student needs and demonstrates an understanding of, and commitment to, each student's background and characteristics.	

Work Site Management

			1. Maintains a clean and pleasant working area. Demonstrates proper care of the equipment	
--	--	--	---	--

Occupational Preparation

			1. Seeks and accepts new methods from peers and other districts. Maintains active credentials as necessary.	
--	--	--	---	--

Effort Toward Improvement When Needed

			1. Accepts constructive criticism. Shows effort to improve in skills and techniques. Attends District approved in-service workshops that are beneficial to job performance.	
--	--	--	---	--

The overall performance of this employee is _____ satisfactory, _____ unsatisfactory (check one)

An evaluation of unsatisfactory requires a written Personal Growth Plan that covers the next 90 working days. The written Personal Growth Plan must be attached to this evaluation.

Evaluator's Signature

Date

Note: Employee comments must be recorded on the original copy and returned within 24 hours from the time of evaluation discussion. The Employee may ask any questions of the Evaluator at the time the evaluation is reviewed by the Evaluator and the Employee. The comments made by the Employee may be a reflection of the discussion.

Employee Comments:

The signature below does not necessarily imply that the employee agrees with the proceeding but only that he or she has seen and/or discussed it with the evaluator and/or supervisor.

Employee Signature

Date

Addendum: Employees have the opportunity to start a Professional Growth Plan that will be established between the employee and an administrator.

Original: Personnel File
Copy: Employee
(Adopted 8/98)

APPENDIX F. LEAVE TRANSFER FORM

LEAVE TRANSFER FROM

Employee Name: _____

Pursuant to the provisions of law, I pledge leave days subject to the following restrictions:

- 1. Employees are restricted to donating a maximum of six (6) days of sick leave during any twelve (12) month period.
- 2. Employees may not donate sick leave days that would result in his/her leave accumulation going below sixty (60) days.
- 3. Employees who accrue annual (vacation) leave may only transfer annual leave and not sick leave. An Employee with an annual leave balance of more than ten (10) days may request a transfer of a specific amount of time for leave sharing. Employees may not request a transfer that would cause their balance to fall below ten (10) days.
- 4. The receiving Employee is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. These days shall be assigned from donors using the FIFO (First-In-First-Out) inventory method.

I AUTHORIZE THE TRANSFER OF _____ DAYS OF SICK/ANNUAL LEAVE TO

Name of Beneficiary

Signature of Donor

Date

APPENDIX G. SUPPLEMENTAL ISSUES

SUPPLEMENTAL ISSUES

1. UNION OFFICIALS

In the event enrollment, special education, or other reasons require the District to hire additional aides above the number of current active employees, the District shall not discriminate against any union official by reason of his/her union activities; the District shall apply the terms of Article III, Section E, in filling such positions; and for purposes of Section E, all current union officials shall be deemed "employees".

2. AMNESTY AGREEMENT

- A. All classified and certificated unit members (hereinafter "employees") who participated in the strike, or did not cross picket lines shall be returned to work in the position filled prior to the strike, without malice, intimidation, reprisal, discrimination, or recrimination either now, or in the future from the Board, any of its administrators, or any other of its authorized agents.
- B. No reference to any employee participating in the strike shall be made by any school district official in any regular or special evaluation of the employee. No evaluation of employees shall reflect the employee's participation in the strike.
- C. No reference to any employee's participation or non-participation in the strike shall be made by any individual in any personnel file of any employee.
- D. No employee shall be disciplined, subjected to malice, intimidation, or in any way be penalized by any district official or agent by reason of his/her participation in or support of the strike or strike related activities. No employee who did not participate in the strike shall be subject to any adverse action by the Association.
- E. No student shall be disciplined, subjected to malice, or intimidation, or in any way be penalized by any district official or agent by reason of his/her participation in or support of the strike or strike related activities. No student shall be disciplined, subjected to malice, or intimidation or in any other way be penalized by the Association or its members by his/her family participation in opposition to the strike.
- F. Any allegation or violation of this agreement shall be set down in writing by the person or persons affected and be presented to an impartial arbitrator appointed by the American Arbitration Association. Said arbitrator shall be empowered to take any appropriate action to satisfy the complaint.
- G. Recognizing that many students have lost valuable instruction time, the Board agrees to schedule like make-up days. The scheduling of such days shall be determined jointly by the Board and the Association.

APPENDIX H. JOB DESCRIPTIONS

Title: Bus Driver
Immediate Supervisor: Maintenance/Transportation Supervisor
Evaluation Supervisor: Maintenance/Transportation Supervisor

JOB SUMMARY:

A Bus Driver is responsible for providing safe transportation for students between pick up points and school. The driver maintains order during trips and adherence to safety rules when loading and unloading students.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Depending upon individual assignment, the Bus Driver may perform all or a combination of several of the following duties:

1. Drives bus on assigned routes in a legal and safe manner.
2. Instructs students and teachers in emergency bus evacuation procedures.
3. Conducts emergency bus evacuation drills.
4. Instruct students in proper bus conduct.
5. Reports misconduct on bus through established district procedures.
6. Conducts pre-trip and post-trip bus inspection to insure all parts are operating and the bus is safe.
7. Fuels bus as needed.
8. Cleans the interior of the bus daily.
9. Cleans the exterior of the bus as needed.
10. Completes daily log forms and other required paper work, including annual ridership reporting, accurately and promptly.
11. Reports all bus mechanical efficiencies to the Transportation Supervisor.
12. Dresses appropriately for a school setting.
13. Performs other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to drive to different locations as needed.
4. Ability to deal with staff, students and others in a warm and confident manner.
5. Ability to remain flexible to changes in assignments or situations.
6. Ability to follow and give instructions.
7. Ability to work independently with minimal supervision.
8. Ability to set priorities.
9. Ability to establish and maintain effective working relationships with staff, students and community.

10. Must pass the annual Superintendent of Public Instruction school bus driver physical certification requirement.
11. Ability to operate mechanical cleaning equipment.
12. Ability to maintain accurate records.
13. Employee must be physically able to perform the following:
 - Lift a maximum of 60 pounds
 - Able to maneuver and control a school bus under all driving conditions
 - Able to use all hand/or foot operated controls and equipment found on state minimum specified school buses
 - Perform daily routine school bus vehicle safety inspections and necessary emergency roadside services (such as chaining up the bus during inclement weather)
 - Has sufficient strength and agility to move about in a school bus as required to provide assistance to students in evacuating the bus
 - Able to move from a seated position in a sixty-five passenger school bus, or the largest school bus the driver will be operating, to the emergency door, and exit the bus through the emergency door within twenty-five seconds
 - Will provide certification of passing a physical examination every twenty-four months in accordance with the standards established in 49 C.F.R. 391.49 of the Federal Motor Carrier Safety Regulations.
 - Has completed a Type I training course and each year thereafter, will satisfactorily complete a Type I school bus driver in-service training course

WORKING CONDITIONS:

Driving a multi-passenger school bus on regular routes or on special trips as assigned. Requires working out in inclement weather. Required to deal effectively with a wide range of human behaviors in problem solving situations, which may include angry or distraught people. Requires dealing with such unpleasant tasks (with proper gloves, masks, safety procedures) as:

- Cleaning vomit, excrement and other substances from surfaces including seats, fixtures, and floors
- Emergency roadside repairs such as chaining up tires and setting flares

MINIMUM QUALIFICATIONS:

Education and Experience

- High School graduation or equivalent
- Experience cleaning and maintaining carpets, hard floors and wood floors desirable
- Demonstrates communication skills
- Demonstrates high energy and professionalism

Special Requirements/Licenses

- Valid Washington State Driver's license
- Current commercial driver's license appropriate for the size vehicle they will drive, including a passenger endorsement and school bus endorsement.
- Maintain and carry a valid Department of Transportation medical examiner's certificate.
- Valid First Aid/CPR card
- Required to attend the District's health and work safety classes when presented

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Maintenance/Transportation Supervisor and District/student needs.
- Initial assignments may be subject to change due to needs of students, enrollment of students and needs of the district.
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement.

Title: Custodian
Immediate Supervisor: Maintenance/Transportation Supervisor
Evaluation Supervisor: Maintenance/Transportation Supervisor

JOB SUMMARY:

This position provides for custodial services both inside and outside of school buildings. Responsibilities would include daily cleaning of buildings and grounds, simple maintenance and repairs. Employees must perform various duties requiring physical strength. Employees are expected to use approved cleaning chemical products therefore employees should not be allergic to such.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Depending upon individual assignment, the Custodian/Grounds may perform all or a combination of several of the following duties:

1. Dust mop, sweep, wet mop and spray-buff floors.
2. Vacuuming, spot/stain removal, extraction cleaning or bonnet buffing of carpeted floors.
3. Scrub and clean restroom fixtures and keep restroom supplied with towels, soap and other items.
4. Removal of extraneous dirt/markings from interior and exterior vertical/horizontal surfaces (walls, doors, etc).
5. Dust, clean and polish furniture
6. Clean elevator and stairwells.
7. Oversee public areas and around outside of buildings
8. Remove litter from exterior of campus.
9. Keep simple records and make simple reports.
10. Notify Supervisor of equipment and facilities needing repair or replacement.
11. Replace all light bulbs and clean light fixtures. Notify the supervisor of light bulbs and fixtures that are not accessible.
12. Perform simple emergency electrical and plumbing repair by shutting off the power and/or water.
13. Perform routine scheduled maintenance on all motor and mechanical equipment.
14. Assist in distribution of school supplies.
15. Scrub, strip and refinish floors using appropriate machinery.
16. Vacuum furniture and drapes and/or blinds.
17. Wash windows, inside and out.
18. Wash and vacuum walls and vents.
19. Empty and wash waste receptacles.
20. Secure all doors, windows and turn out lights when leaving the building at the end of the day.
21. Open the building for scheduled meetings and events, when required.

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22. Set up rooms for conference, lectures and special events.
23. Paint walls, doors and ceilings.
24. Maintain the safety for those who use the school facilities:
 - a. Prevent fire hazards
 - b. Dispose of faulty equipment
 - c. Prevent accidents from any discernible cause
 - d. Enforce safety standards and regulations as provided by law and good common sense
 - e. Make a critical analysis of all hazards within the school system involving possible fire or accident
25. Follow establish district practices, policies and department Standard Operating Procedures (SOP).
26. Dresses appropriately for a school setting.
27. Performs other related duties as assigned by supervisor.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to drive to different locations as needed.
4. Ability to deal with staff, students and others in a warm and confident manner.
5. Ability to remain flexible to changes in assignments or situations.
6. Ability to follow and give instructions.
7. Ability to work independently with minimal supervision.
8. Ability to set priorities.
9. Ability to establish and maintain effective working relationships with staff, students and community.
10. Knowledge of cleaning methods, materials and equipment.
11. Ability to operate mechanical cleaning equipment.
12. Ability to maintain accurate records.
13. Employee must be physically able to perform the following:
 - Move furniture, equipment, supplies or tools
 - Operate motorized equipment
 - Clean and repaint various exterior or interior surfaces
 - Pick up and deliver school district mail, supplies, material or equipment
 - Complete various reports as directed
 - Indulge in sustained physical activities relative to assigned duties
 - Be able to stand and work for a least a six (6) hour period
 - Climb ladders up to 20 feet
 - Lift and carry up to 75 pounds on a regular basis
 - Operate a vacuum cleaner, buffer, lawn mower and other assigned equipment for a minimum of two continuous hours
 - Perform related duties as assigned/required

WORKING CONDITIONS:

May work in classrooms, offices, gymnasiums, school grounds and other school environments. Requires working out in inclement weather. Travel may be required between buildings. May experience frequent interruptions. Required to deal effectively with a wide range of human behaviors in problem solving situations, which may include angry or distraught people. Requires dealing with such unpleasant tasks (with proper gloves, masks, safety procedures) as:

- Cleaning toilets
- Cleaning vomit, excrement and other substances from surfaces including furniture, fixtures, floors and carpets

MINIMUM QUALIFICATIONS:

Education and Experience

- High School graduation or equivalent
- Experience cleaning and maintaining carpets, hard floors and wood floors desirable
- Demonstrates communication skills
- Demonstrates high energy and professionalism

Special Requirements/Licenses

- Valid Washington State Driver's license
- FBI, WSP and Sexual Misconduct clearance
- Valid First Aid/CPR card
- Required to attend the District's health and work safety classes when presented

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Maintenance/Transportation Supervisor and District/student needs.
- Initial assignments may be subject to change due to needs of students, enrollment of student and needs of the district.
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: Night Custodian
Immediate Supervisor: Maintenance/Transportation Supervisor
Evaluation Supervisor: Maintenance/Transportation Supervisor

JOB SUMMARY:

Night Custodian is a custodian whose normal work shift begins 3:30 pm or after and is entitled to a shift differential. This position provides for custodial services both inside and outside of school buildings. Responsibilities would include daily cleaning of buildings and grounds, simple maintenance and repairs. Employees must perform various duties requiring physical strength. Employees are expected to use approved cleaning chemical products therefore employees should not be allergic to such.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Depending upon individual assignment, the Custodian/Grounds may perform all or a combination of several of the following duties:

1. Dust mop, sweep, wet mop and spray-buff floors.
2. Vacuuming, spot/stain removal, extraction cleaning or bonnet buffing of carpeted floors.
3. Scrub and clean restroom fixtures and keep restroom supplied with towels, soap and other items.
4. Removal of extraneous dirt/markings from interior and exterior vertical/horizontal surfaces (walls, doors, etc).
5. Dust, clean and polish furniture
6. Clean elevator and stairwells.
7. Oversee public areas and around outside of buildings
8. Remove litter from exterior of campus.
9. Keep simple records and make simple reports.
10. Notify Supervisor of equipment and facilities needing repair or replacement.
11. Replace all light bulbs and clean light fixtures. Notify the supervisor of light bulbs and fixtures that are not accessible.
12. Perform simple emergency electrical and plumbing repair by shutting off the power and/or water.
13. Perform routine scheduled maintenance on all motor and mechanical equipment.
14. Assist in distribution of school supplies.
15. Scrub, strip and refinish floors using appropriate machinery.
16. Vacuum furniture and drapes and/or blinds.
17. Wash windows, inside and out.
18. Wash and vacuum walls and vents.
19. Empty and wash waste receptacles.
20. Secure all doors, windows and turn out lights when leaving the building at the end of the day.

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21. Open the building for scheduled meetings and events, when required.
22. Set up rooms for conference, lectures and special events.
23. Paint walls, doors and ceilings.
24. Maintain the safety for those who use the school facilities:
 - a. Prevent fire hazards
 - b. Dispose of faulty equipment
 - c. Prevent accidents from any discernible cause
 - d. Enforce safety standards and regulations as provided by law and good common sense
 - e. Make a critical analysis of all hazards within the school system involving possible fire or accident
25. Follow establish district practices, policies and department Standard Operating Procedures (SOP).
26. Dresses appropriately for a school setting.
27. Performs other related duties as assigned by supervisor.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to drive to different locations as needed.
4. Ability to deal with staff, students and others in a warm and confident manner.
5. Ability to remain flexible to changes in assignments or situations.
6. Ability to follow and give instructions.
7. Ability to work independently with minimal supervision.
8. Ability to set priorities.
9. Ability to establish and maintain effective working relationships with staff, students and community.
10. Knowledge of cleaning methods, materials and equipment.
11. Ability to operate mechanical cleaning equipment.
12. Ability to maintain accurate records.
13. Employee must be physically able to perform the following:
 - Move furniture, equipment, supplies or tools
 - Operate motorized equipment
 - Clean and repaint various exterior or interior surfaces
 - Pick up and deliver school district mail, supplies, material or equipment
 - Complete various reports as directed
 - Indulge in sustained physical activities relative to assigned duties
 - Be able to stand and work for a least a six (6) hour period
 - Climb ladders up to 20 feet
 - Lift and carry up to 75 pounds on a regular basis
 - Operate a vacuum cleaner, buffer, lawn mower and other assigned equipment for a minimum of two continuous hours

- Perform related duties as assigned/required

WORKING CONDITIONS:

May work in classrooms, offices, gymnasiums, school grounds and other school environments. Requires working out in inclement weather. Travel may be required between buildings. May experience frequent interruptions. Required to deal effectively with a wide range of human behaviors in problem solving situations, which may include angry or distraught people. Requires dealing with such unpleasant tasks (with proper gloves, masks, safety procedures) as:

- Cleaning toilets
- Cleaning vomit, excrement and other substances from surfaces including furniture, fixtures, floors and carpets

MINIMUM QUALIFICATIONS:

Education and Experience

- High School graduation or equivalent
- Experience cleaning and maintaining carpets, hard floors and wood floors desirable
- Demonstrates communication skills
- Demonstrates high energy and professionalism

Special Requirements/Licenses

- Valid Washington State Driver's license
- FBI, WSP and Sexual Misconduct clearance
- Valid First Aid/CPR card
- Required to attend the District's health and work safety classes when presented

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Maintenance/Transportation Supervisor and District/student needs.
- Initial assignments may be subject to change due to needs of students, enrollment of student and needs of the district.
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: Maintenance/Grounds
Immediate Supervisor: Maintenance/Transportation Supervisor

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Evaluation Supervisor: Maintenance/Transportation Supervisor

JOB SUMMARY:

This position provides for maintenance and grounds services both inside and outside of school buildings. Maintenance responsibilities include maintaining facilities in safe, operating condition, maintaining a preventive maintenance program, and resolving immediate operational and/or safety concerns. Grounds responsibilities include maintaining attractive and safe grounds and snow removal when needed. Employees must perform various duties requiring physical strength.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Depending upon individual assignment, the Maintenance/Grounds may perform all or a combination of several of the following duties:

1. Build items, such as counter tops or temporary partitions, etc, to modify and/or adapt facilities to specific needs.
2. Inspect system components (e.g. parts, equipment and facility appurtenances (i.e. sidewalks, fences, doors, etc)) to identify potential repairs and provide an ongoing program of preventative maintenance.
3. Repair system components (e.g. parts, equipment and facility appurtenances (i.e. sidewalks, fences, doors, etc)) to maintain facilities in a safe, comfortable and operating condition.
4. Install system component parts, playground, classroom and office equipment and facility appurtenances (i.e. sidewalks, fences, doors, etc) to maintain facilities in a safe, comfortable and operational condition.
5. Transport materials, furnishings, equipment, supplies, waste materials, etc., when needed.
6. Maintain district vehicles and equipment.
7. Open the building for scheduled meetings and events, when required.
8. Set up rooms for conference, lectures and special events.
9. Paint walls, doors and ceilings.
10. Snow and ice removal of walkways and playground areas.
11. Perform custodial duties as requested and needed.
12. Grounds duties include:
 - a. Prepare, maintain and clean landscaping (ie lawns, shrubbery, planted areas, irrigation, fences, playgrounds, etc) for the purpose of preserving grounds in a healthy, attractive and safe condition.
 - b. Evaluate landscaped areas and equipment to identify needed repairs or replacement
 - c. Maintain grounds equipment
 - d. Identify and direct fertilizing and weed control needs

13. Maintain the safety for those who use the school facilities:
 - a. Prevent fire hazards
 - b. Dispose of faulty equipment
 - c. Prevent accidents from any discernible cause
 - d. Enforce safety standards and regulations as provided by law and good common sense
 - e. Make a critical analysis of all hazards within the school system involving possible fire or accident
14. Follow establish district practices, policies and department Standard Operating Procedures (SOP).
15. Dresses appropriately for a school setting.
16. Performs other related duties as assigned by supervisor.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to drive to different locations as needed.
4. Ability to deal with staff, students and others in a warm and confident manner.
5. Ability to remain flexible to changes in assignments or situations.
6. Ability to follow and give instructions.
7. Ability to work independently with minimal supervision.
8. Ability to set priorities.
9. Ability to establish and maintain effective working relationships with staff, students and community.
10. Ability to operate hand and power tools used in general maintenance functions.
11. Ability to perform basic math to calculate measurements, quantities, etc.
12. Employee must be physically able to perform the following:
 - Move furniture, equipment, supplies or tools
 - Operate motorized equipment
 - Clean and repaint various exterior or interior surfaces
 - Pick up and deliver school district mail, supplies (including commodities), material or equipment
 - Complete various reports as directed
 - Indulge in sustained physical activities relative to assigned duties
 - Be able to stand and work for a least a six (6) hour period
 - Climb ladders up to 20 feet
 - Lift and carry up to 75 pounds on a regular basis
 - Operate a vacuum cleaner, buffer, lawn mower and other assigned equipment for a minimum of two continuous hours
 - Perform related duties as assigned/required

WORKING CONDITIONS:

May work in classrooms, offices, gymnasiums, school grounds and other school environments. Requires working out in inclement weather. Travel may be required between buildings. May experience frequent interruptions. Required to deal effectively with a wide range of human behaviors in problem solving situations, which may include angry or distraught people. Requires dealing with such unpleasant tasks (with proper gloves, masks, safety procedures) as:

- Cleaning toilets
- Cleaning vomit, excrement and other substances from surfaces including furniture, fixtures, floors and carpets
- Garbage removal

MINIMUM QUALIFICATIONS:

Education and Experience

- High School graduation or equivalent
- Demonstrates communication skills
- Demonstrates high energy and professionalism

Special Requirements/Licenses

- Valid Washington State Driver's license
- FBI, WSP and Sexual Misconduct clearance
- Valid First Aid/CPR card
- Required to attend the District's health and work safety classes when presented

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Maintenance/Transportation Supervisor and District needs.
- Initial assignments may be subject to change due to needs of students, enrollment of student and needs of the district.
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: Assistant Cook
Immediate Supervisor: Head Cook
Evaluation Supervisor: Superintendent and Head Cook

JOB SUMMARY:

The Assistant Cook prepares, cooks, and serves food for consumption in the district's school cafeterias as assigned as well as clean up after meals.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Under the direction of the Head Cook the Assistant Cook may perform some or all of the following:

1. Prepare food by district approved recipes
2. Maintain healthy, sanitary working conditions
3. Maintain accurate records pertaining to the breakfast and lunch program.
4. Train, direct and schedule all helpers and student cafeteria workers
5. Serve meals and transport meals to satellite kitchens if necessary or required.
6. Attend food service training as necessary to acquire up-to-date knowledge of food service regulations and procedures.
7. Dresses appropriately for a school setting.
8. Other duties as assigned related to the efficient operation of the food services department.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to deal with staff, students and others in a warm and confident manner.
4. Ability to remain flexible to changes in assignments or situations.
5. Ability to follow and give instructions.
6. Ability to establish and maintain effective working relationships with staff, students and community.
7. Ability to work independently.
8. Ability to maintain accurate records.
9. Employee must be physically able to perform the following:
 - Lift up to 50 pounds occasionally
 - Lift up to 10 pounds on a regular basis
 - Have the physical dexterity to move quickly, bend, kneel and reach above eye level
 - Be physically active

MINIMUM QUALIFICATIONS:

Education and Experience

- High school diploma or equivalent and/or a minimum of two (2) years experience in institutional, quantity cooking.
- Working knowledge of kitchen equipment

Special Requirements/Licenses

- Above average record of attendance, punctuality and reliability at work
- Valid Food Handlers permit
- FBI, WSP and Sexual Misconduct clearance

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Head Cook, the building principal and District/student needs
- Initial assignments may be subject to change due to needs of students, enrollment of students and needs of the district
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: Head Cook
Immediate Supervisor: Superintendent
Evaluation Supervisor: Superintendent

JOB SUMMARY:

The Head Cook prepares, cooks, and serves food for consumption in the district's school cafeterias. Also supervises and coordinates the activities of food service workers engaged in preparing, cooking and serving food in school cafeterias.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

The Head Cook has the responsibility and authority to perform the following:

1. Estimate daily and/or weekly needs and order food supplies and equipment.
2. Supervise, schedule and coordinate activities of all food services workers who prepare, cook and serve food, clean premises, and wash dishware.
3. Keep daily record of food prepared and meals served
4. Participate in preparing and cooking meals.
5. Maintain accurate inventories
6. Receive all deliveries, checking all invoices.
7. Maintain high standards sanitation and safety.
8. Responsible for menu as set by requirements of the state.
9. Prepare and maintain accurate records as required by USDA and OSPI.
10. Attend food service training as necessary to acquire up-to-date knowledge of food service regulations and procedures.
11. Dresses appropriately for a school setting.
12. Other duties as assigned related to the efficient operation of the food services department.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to deal with staff, students and others in a warm and confident manner.
4. Ability to remain flexible to changes in assignments or situations.
5. Ability to follow and give instructions.
6. Ability to establish and maintain effective working relationships with staff, students and community.
7. Ability to work independently.
8. Ability to maintain accurate records.
9. Employee must be physically able to perform the following:
 - Lift up to 50 pounds occasionally
 - Life up to 10 pounds on a regular basis

- Have the physical dexterity to move quickly, bend, kneel and reach above eye level
- Be physically active

MINIMUM QUALIFICATIONS:

Education and Experience

- High school diploma or equivalent and/or a minimum of five (5) years experience in institutional, quantity cooking.
- Working knowledge of kitchen equipment

Special Requirements/Licenses

- Above average record of attendance, punctuality and reliability at work
- Valid Food Handlers permit
- FBI, WSP and Sexual Misconduct clearance

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the superintendent and District/student needs
- Initial assignments may be subject to change due to needs of students, enrollment of students and needs of the district
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: Food Service Worker
Immediate Supervisor: Head Cook
Evaluation Supervisor: Building Principal and Head Cook

JOB SUMMARY:

The Food Service Worker is responsible for accurate meal counts for students and adults when it is the Provision 3 base year.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Under the direction of the Head Cook the Food Service Worker may perform some or all of the following:

1. Record student and adult meals using the WesPAC food service application.
2. Produce daily, weekly and monthly reports.
3. Assist the Head and Assistant Cooks with cleaning the cafeteria and/or kitchen.
4. Assist with supervision of students eating in the cafeteria as needed.
5. Dresses appropriately for a school setting.
6. Other duties as assigned by the immediate supervisor.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to deal with staff, students and others in a warm and confident manner.
4. Ability to remain flexible to changes in assignments or situations.
5. Ability to follow and give instructions.
6. Ability to establish and maintain effective working relationships with staff, students and community.
7. Ability to work independently.
8. Ability to maintain accurate records.
9. Must be able to sit or stand for extended periods of time.
10. Must be able to lift up to 25 lbs on a regular basis.

MINIMUM QUALIFICATIONS:

Education and Experience

- High school diploma or equivalent
- Basic computer knowledge and skills

Special Requirements/Licenses

- Above average record of attendance, punctuality and reliability at work
- Valid Food Handlers permit
- FBI, WSP and Sexual Misconduct clearance

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Head Cook, building principal and District/student needs
- Initial assignments may be subject to change due to needs of students, enrollment of students and needs of the district
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: Nurse
Immediate Supervisor: Superintendent
Evaluation Supervisor: Superintendent

JOB SUMMARY:

The Nurse serves as the health consultant to the school district and provides basic first aid assistance to students and/or staff.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

The Nurse has the responsibility and authority to:

1. Assess all students health needs at enrollment and at least annually to plan for safe school environment including need for emergency care plans, medication and procedures.
2. Conduct vision and hearing screenings, physical assessments, scoliosis screening and head lice checks as needed.
3. Participate in formulation of health policies and in planning and conducting in-service health programs.
4. Conduct medication training for designated staff and delegates medication administration as allowed by law.
5. Performs, trains and delegates special treatments and procedures as authorized by parent and health care provider and as allowed by State nurse practice regulations.
6. Make home visits as required.
7. Report any communicable diseases to the Public Health Department.
8. Dispense medications to students as ordered by primary care provider that require multi-dosing during school hours.
9. Monitor and communicate effectiveness of treatment interventions to provider and parent/guardian.
10. Assess student's complaints of illness or injuries and contact parent/guardian regarding such as needed.
11. Keep inventory of first aid supplies for health room.
12. Provide blood spill cleanup kits, first aid and face shields for classrooms and Para Educators.
13. Oversee the Administrative Match Program.
14. Maintain base station at elementary school as well as be available to assess students at MS/HS and the alternative school.
15. Provide Medical Health Alert Confidential List.
16. Inform appropriate staff of students with medical needs for field trips.
17. Monitor immunization compliance according to federal guidelines.
18. Complete state immunization reports for all schools.

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19. Liaison for homeless students, SmileQuest dental hygiene and Lion's Wellness Van.
20. District designated contact for CPS reporting.
21. Member of the district Safety Committee, Wellness Team and the Grant County Mitigation Planning Team.
22. Dresses appropriately for a school setting.
23. Other duties as assigned by the immediate supervisor.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to deal with staff, students and others in a warm and confident manner.
4. Ability to remain flexible to changes in assignments or situations.
5. Ability to follow and give instructions.
6. Ability to establish and maintain effective working relationships with staff, students and community.
7. Ability to work independently.
8. Ability to maintain accurate records.
9. Must be able to sit or stand for extended periods of time.
10. Must be able to lift up to 25 lbs on occasion.

MINIMUM QUALIFICATIONS:

Education and Experience

- Education
- Strong base knowledge of basic nursing and assessment skills

Special Requirements/Licenses

- Current Washington State RN license
- Valid Washington State Driver's license
- FBI, WSP and Sexual Misconduct clearance

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Superintendent and student needs
- Initial assignments may be subject to change due to needs of students, enrollment of students and needs of the district
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: Secretary
Immediate Supervisor: Building Supervisor or Program Director
Evaluation Supervisor: Building Supervisor or Program Director

JOB SUMMARY:

This position performs a wide variety of secretarial, clerical and bookkeeping duties using independent judgment within generally defined methods, practices and procedures.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Depending upon individual assignment, the Secretary may perform all or a combination of several of the following duties:

1. Organizes and coordinates office operations. Independently performs tasks involving personnel, and facilities and makes related decisions within scope of authority, often in the supervisor's absence. Assists in developing office procedures and policies; establishes and maintains recordkeeping systems.
2. Formats, types, edits and proofreads correspondence, memos, forms, reports, meeting minutes, and other documents from handwritten draft, oral instructions, or dictation using a variety of computer applications; documents may be confidential in nature.
3. Maintains and updates computer databases and spreadsheets by verifying and inputting a variety of student information, including new student registration, grades, transcripts, schedules, attendance, discipline and other records; generates recurrent reports such as current status lists and statistical summaries.
4. Assists in budget monitoring and assists in the budget process.
5. Processes purchase requisitions. Assists in assigning budget codes, inputting requisition on the computer, obtains appropriate approval and distributes or files building copy of purchase order.
6. Establishes and maintains filing system of detailed student records including updating, transferring and purging of files.
7. Coordinates, arranges and prepares necessary materials for major activities such as registration and open house.
8. Maintains and updates inventories of supplies, books, furniture and equipment.
9. May administer medication to students following state law and district policy.
10. May provide direction, guidance and training of other clerical workers and student office aides.
11. Performs receptionist duties by answering and routing telephone calls, and providing assistance and information to the public in person or by telephone.
12. Works cooperatively with principal and staff to maintain a safe school and caring learning environment.
13. Dresses appropriately for a school setting.
14. Performs other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

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1. Knowledge of office practices, procedures and equipment.
2. Knowledge of general bookkeeping practices and procedures.
3. Skill in operating standard office equipment.
4. Ability to effectively use a variety of computer applications such as Word, Excel, Skyward, and others as specified.
5. Ability to develop and maintain office procedures and recordkeeping systems.
6. Ability to independently plan, organize and coordinate office activities, often in supervisor's absence.
7. Ability to perform calculations quickly and accurately and record and balance financial data.
8. Ability to communicate effectively with district staff, students, parents and the general public using tact, courtesy and good judgment.
9. Ability to work independently with a high degree of accuracy and attention to detail to meet deadlines.
10. Ability to understand and execute verbal and written instruction, policies and procedures.
11. Ability to maintain confidentiality of sensitive information.
12. Good attendance and punctuality required.

MINIMUM QUALIFICATIONS:

Education and Experience

- High School graduation or equivalent and two years of secretarial experience which included the use of computer applications and bookkeeping responsibilities; or any combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job.
- First Aid card may be required.
- Ability to successfully complete a basic skills assessment.

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the Building Principal and District/student needs.
- Initial assignment may be subject to change due to needs of students, enrollment of students and needs of the district.
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement.

Title: Para Educator
Immediate Supervisor: Certified Teacher
Evaluation Supervisor: Building Principal and/or Special Programs Director
with input of immediate supervisor and/or classroom
teachers

JOB SUMMARY:

Para Educator will be assigned to classrooms/schedule at the K-12 level will assist in the supervision, guidance, and instruction of identified students as directed by the supervising certificated teacher, the building principals and/or the Special Education Director. Assignments include preparation of materials and learning spaces as necessary, space clean up, tutorial assistance to individual and small groups of students, data collection/record keeping, and personal hygiene assistance and care of students as necessary. Assignments may also include group supervision at meals recesses, bus lines, on the bus, etc., as directed. Some assignments may be dependent on continued enrollment of specific children.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Depending upon individual assignment, the Para Educator may perform all or a combination of several of the following duties:

1. Prepare instructional activities under the supervision of teachers.
2. Assists with supervision of students during meal periods, outside activities and on school buses, as necessary.
3. Assist individual and small groups of students to accomplish assigned tasks.
4. Provides non-instructional assistance to teacher, including personal hygiene care for students, as needed.
5. Helps keep accurate records required by the program.
6. Alerts the teacher to any problem, need, or special information about individual students.
7. Participates in staff development activities as requested.
8. Maintains a high level of ethical behavior and confidentially about information regarding individual students, parents and staff members.
9. May participate in home visits.
10. Attends parent and advisory committee meetings if requested.
11. Sign language and/or bilingual (English and Spanish or Russian/Ukrainian) skills may be required.
12. Dresses appropriately for a school setting.
13. The ability to work with students with multiple handicapping conditions and/or behavior disorders may be required.
14. Other related duties as assigned, may include assignments to other district programs or buildings to meet student population needs.

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REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to deal with staff, students and others in a warm and confident manner.
4. Ability to remain flexible to changes in assignments or situations.
5. Ability to follow and give instructions.
6. Ability to establish and maintain effective working relationships with staff, students and community.
7. Ability to work independently.
8. Ability to maintain accurate records.
9. Employee must be physically able to perform the following:
 - Lift up to 50 pounds occasionally
 - Life up to 10 pounds on a regular basis
 - Have the physical dexterity to move quickly, bend, kneel and work on the floor
 - Be physically active

MINIMUM QUALIFICATIONS:

Education and Experience

- 72 quarter hours college level courses, AA Degree or pass National Standards Test
- Experience at assignment level preferred

Special Requirements/Licenses

- Above average record of attendance, punctuality and reliability at work
- FBI, WSP and Sexual Misconduct clearance
- Valid First Aid/CPR card

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the building principal, the Special Education Director and student needs
- Initial assignments may be subject to change due to needs of students, enrollment of students and needs of the district
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

Title: SpEd Para Educator
Immediate Supervisor: Certified Teacher
Soap Lake ESP/Soap Lake School District 2015-2017

Evaluation Supervisor: Building Principal and/or Special Programs Director with input of immediate supervisor and/or classroom teachers

JOB SUMMARY:

SpEd Para Educator is defined as a Para Educator whose assignment is 75% or more under the direction of the Special Education Teacher and/or Special Education Director and works directly with students with special needs.

Para Educator will be assigned to classrooms/schedule at the K-12 level will assist in the supervision, guidance, and instruction of identified students as directed by the supervising certificated teacher, the building principals and/or the Special Education Director. Assignments include preparation of materials and learning spaces as necessary, space clean up, tutorial assistance to individual and small groups of students, data collection/record keeping, and personal hygiene assistance and care of students as necessary. Assignments may also include group supervision at meals recesses, bus lines, on the bus, etc., as directed. Some assignments may be dependent on continued enrollment of specific children.

ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:

This list of essential functions is not exhaustive and may be supplemented as necessary.

Depending upon individual assignment, the Para Educator may perform all or a combination of several of the following duties:

1. Prepare instructional activities under the supervision of teachers.
2. Assists with supervision of students during meal periods, outside activities and on school buses, as necessary.
3. Assist individual and small groups of students to accomplish assigned tasks.
4. Provides non-instructional assistance to teacher, including personal hygiene care for students, as needed.
5. Helps keep accurate records required by the program.
6. Alerts the teacher to any problem, need, or special information about individual students.
7. Participates in staff development activities as requested.
8. Maintains a high level of ethical behavior and confidentially about information regarding individual students, parents and staff members.
9. May participate in home visits.
10. Attends parent and advisory committee meetings if requested.
11. Sign language and/or bilingual (English and Spanish or Russian/Ukrainian) skills may be required.
12. Dresses appropriately for a school setting.
13. The ability to work with students with multiple handicapping conditions and/or behavior disorders may be required.

14. Other related duties as assigned, may include assignments to other district programs or buildings to meet student population needs.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to use effective oral and written communication skills.
2. Ability to listen and react professionally.
3. Ability to deal with staff, students and others in a warm and confident manner.
4. Ability to remain flexible to changes in assignments or situations.
5. Ability to follow and give instructions.
6. Ability to establish and maintain effective working relationships with staff, students and community.
7. Ability to work independently.
8. Ability to maintain accurate records.
9. Employee must be physically able to perform the following:
 - Lift up to 50 pounds occasionally
 - Life up to 10 pounds on a regular basis
 - Have the physical dexterity to move quickly, bend, kneel and work on the floor
 - Be physically active

MINIMUM QUALIFICATIONS:

Education and Experience

- 72 quarter hours college level courses, AA Degree or pass National Standards Test
- Experience at assignment level preferred

Special Requirements/Licenses

- Above average record of attendance, punctuality and reliability at work
- FBI, WSP and Sexual Misconduct clearance
- Valid First Aid/CPR card

TERMS OF EMPLOYMENT

- Schedule and hours per day will be determined by the building principal, the Special Education Director and student needs
- Initial assignments may be subject to change due to needs of students, enrollment of students and needs of the district
- Salary and benefits are granted per the Soap Lake Education Support Personnel Collective Bargaining Agreement

APPENDIX I. LETTERS/MEMOS OF AGREEMENT

Memorandum of Understanding (MOU)
between the
Soap Lake School District (“District”)
and the
Soap Lake Educational Support Personnel (“SL ESP”)

This Memorandum of Understanding is entered into by the Soap Lake School District (District) and the Soap Lake Educational Support Personnel (SL ESP) to clarify the intent for the 2012-2013 School year regarding Health Benefits changes in response to ESSD5940.

It is agreed that the District will work jointly with SL ESP and the Office of the Insurance Commissioner (OIC) to determine reporting requirements, which **MAY** include the following: (“**MAY**” is dependent on the final RCW, WAC, OIC and OSPI guidelines)

- Require each employee included in the pooling arrangement to pay a minimum premium charge subject to collective bargaining.
- Those employee premiums be structured to ensure employees selecting richer benefit plans pay the higher premium.
- Offer an IRS Qualified High Deductible health plan eligible to be combined with a health savings account.
- Make progress toward employee premium changes as required by statute to ensure that full family coverage premiums are not more than three times the employee only premium for the same coverage plan.
- Offer at least one medical plan other than the new high deductible plan, in which the full time employee’s share of premiums is no higher than what state employees pay for coverage, as established in the most recent state benefit plan year.
- Timelines for implementation – currently defined as:
 - December 1, 2013 for reporting progress
 - June 1, 2015 for reporting progress towards 3:1 ratio
 - With full implementation/recommendation being December 31, 2015

SL ESP and the District understand that noncompliance with these requirements for two reporting periods could result in the district being required to limit school district benefit options to those administered by the Health Care Authority (HCA).

Either party may open this section for bargaining as information becomes available.

For the Soap Lake Educational Support Personnel

For the Soap Lake School District

Date

Date

Soap Lake ESP/Soap Lake School District 2015-2017

Memorandum of Understanding (MOU)
between the
Soap Lake School District (“District”)
and the
Soap Lake Educational Support Personnel (“Association”)
In consideration of the
Required Action District (RAD-MERIT) School Improvement Grant (SIG)
as it relates to the
Classified Staff assigned to the
Soap Lake Middle/High School
And Other Classified Support Staff

Whereas, options to meet requirements for receipt of a RAD-MERIT grant entail some impact on wages, hours, and terms and conditions of employment for the bargaining unit, or a portion thereof, represented by the Association, and

Whereas, implementation options to meet certain requirements for receipt of a RAD-MERIT grant could potentially be inconsistent with current provisions of the current Collective Bargaining Agreement between the District and Association, and

Whereas, the District and Association have a mutual interest in the potential positive outcomes that may be derived from action plans stemming from a RAD-MERIT grant, and have begun problem solving conversations and bargaining meetings concerning these issues, and

Whereas, the District and Association representatives have agreed that as tentative agreements are reached regarding some, but not necessarily all the issues under discussion, that it would be beneficial to formally conclude and publicize to District employees those tentative agreements, rather than wait until all issues have been addressed,

Now therefore, the parties agree as follows:

1. Definition

The term employee or employees as used in this Memo of Understanding (MOU) will mean those part time, shared and full time classified staff who are in the bargaining unit represented by the Association and are assigned to the Soap Lake Middle/High School.

2. Additional time due to extended days and/or professional development

Beginning with the 2011-2012 school year, the school year for students was extended by four days. For 2012-2013 school year, the classified employees assigned to the Middle/High School the impact will be as follows:

- a. Para Educators – for the Para Educators assigned to the Middle/High School their work year will be extended by four days if determined necessary by the building principal. ***The Para Educators will be notified by Spring Break whether or not they will work the extended school days.*** They may also attend appropriate professional development if deemed necessary by the building principal. If the additional days are approved, the Para Educators will put their additional hours on their normal time sheet.
- b. Food Service Personnel – Food Service personnel will work the four extended student days; their time has been included in their annual contract and should be documented on their normal time sheet. If they do not work the additional days, the appropriate wages will be deducted from their pay.
- c. Bus Drivers – Bus Drivers will work the four extended student days; their time has been included in their annual contract and should be documented on their normal time sheet. If they do not work the additional days, the appropriate wages will be deducted from their pay.
- d. Custodian/Maintenance – There is no impact to the Custodian/Maintenance staff because they currently work year round.

- e. Secretary – The Secretary assigned to the Middle/High School will have the option of working four extended days in addition to the ten days required at the end of the year, if the building principal deems it necessary. If the additional days are approved, the secretary will put the additional hours on her normal time sheet.
- f. Nurse – The District Nurse will work four extended school days if deemed necessary by the superintendent and building principal. If the additional days are approved, the Nurse will put the additional hours on her normal time sheet.

4. District Nurse

The District Nurse shall be paid 1.0 hours per day as the parent/community liaison from the RAD-MERIT grant. This hour is in addition to her normal work day which is 7.0 hours per day and will be included in her annual contract and documented on her normal time sheet.

5. Sunset Clause

Any provisions in this MOU that change the terms of the CBA, at least for the employees of Soap Lake Middle/High School, will be considered null and void as of June 30, 2013, and will revert to the current CBA’s provisions in effect at that time, provided the parties may mutually agree in writing to extend any or all provisions for another period beyond June 30, 2013.

6. Funding Contingency

The parties agree that most of the implementation of the SIG plan is dependent upon funding provided by the grant.

Karen Smith
For the Soap Lake Educational Support Personnel

Dan McDonald
For the Soap Lake School District

May 20, 2016
Date

May 20, 2016
Date

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