

AGREEMENT BETWEEN
CASHMERE SCHOOL DISTRICT NO. 222
AND
CASHMERE SUPPORT PERSONNEL
2024-2027

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CASHMERE SUPPORT PERSONNEL
AND
CASHMERE SCHOOL DISTRICT

PREAMBLE

This Agreement is by and between the Cashmere School District and the Cashmere Support Personnel, pursuant to RCW 41.56.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term “**District**” shall mean the Cashmere School District No. 222, Chelan County, Washington State; or its agents.
2. The term “**Board**” shall mean the Board of Directors of the Cashmere School District.
3. The term “**Association**” shall mean the Cashmere Support Personnel, which is affiliated with the Washington Education Association and the National Education Association.
4. The term “**Parties**” shall mean the District and the Association.
5. The term “**Agreement**” shall mean this collective bargaining agreement, which shall be signed by the parties.
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 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 “**Contract**” shall mean the Notification of Employment issued to and signed by each employee.
11. The term “**Supplemental Contract**” shall mean that contract issued and signed for, special and supplemental assignments and shall be in accordance with current statutory provisions.
12. The term “**Seniority**” shall mean length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee’s first working day as a regular employee.

Section B. Recognition

The District recognizes the Association as the exclusive bargaining agent for all secretarial, paraprofessional and nurse employees of the District excluding all certificated employees and any employee whose duties imply a confidential relationship to the Superintendent, Business Manager and the Board.

The District shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the State Public Employee Relations Commission as the exclusive bargaining agent for employees.

Section C. Status of Agreement

Sole Agreement: This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District that shall be contrary to or inconsistent with its terms.

Section D. Conformity to Law

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

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section E. Maintenance of Standards

No employee covered by this Agreement shall suffer a loss of existing benefits or working conditions as a result of this Agreement even though these benefits or working conditions may not be specifically set forth herein.

Section F. Individual and Supplemental Contract Compliance

All individual and supplemental contracts are for one (1) year and shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any individual or supplemental contract is inconsistent with this Agreement, this Agreement shall control.

Section G. Distribution of Agreement

Following ratification of this Agreement the Association shall prepare a camera-ready copy of the Agreement for District review and mutual editing. After editing, the District shall print the Agreement at its cost and shall distribute copies to all current and new employees, along with six copies to the Association. The District shall also make at least one copy available for review by any applicant for employment with the District.

Section H. Joint Meetings

1. Representatives of the Association shall meet with authorized representatives of the Board no less often than quarterly during the regular school year in order to pursue mutual problem identification and mutual problem solving.
2. The above meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

ARTICLE II. BUSINESS

Section A. Dues Deduction

Members: Upon receipt of a written authorization, the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ. Payroll deductions shall also be available for members who wish to contribute to the WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless the employee contacts the WEA as per the signed membership form. Dues deduction forms will be delivered to the business office within thirty (30) days of completion.

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 that have been approved by the Association and the District. The sums that are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights

Except as otherwise specifically limited by the provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including, but not limited to, the development, adoption, implementation, and enforcement of policies, rules, regulations and practices in furtherance of management rights or functions, and the use of judgment and discretion in connection with District rights.

It is expressly agreed by the Association that the enumeration of District rights in this Article shall not be deemed to exclude other District rights not specifically enumerated above.

Section D. Association Rights

The permissions contained herein shall not be abridged for arbitrary or capricious reasons.

1. **Use of School Buildings:** The Association shall have permission to use school buildings at all reasonable hours for meetings. Request for use of buildings will be approved by the building principal or Superintendent/designee in accordance with Board policy.
2. **Use of School Equipment:** The Association shall have permission to use district equipment, including but not limited to, copy equipment, calculators, computers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association will pay the District for expendable supplies and for damaged equipment.

3. **Association Business:** The Association shall have permission to:

- a. Transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations.
- b. Post notices of activities and matters of Association concerns on bulletin boards in the faculty lounge and other places, as authorized by the Superintendent/designee, requested by the staff in each school building in the District.
- c. Use the District email service, mail service and mailboxes for communications purposes. The Association will utilize the mailbox provided in the central office area to deliver and pick up communication materials. The parties acknowledge that use of the District email system includes no expressed or implied right of privacy.
- d. Access to New Employees. Within 90 days of an employee's date of hire, the Association shall have access to the employee for thirty (30) minutes of paid work time to present information about the exclusive bargaining representation to the new employee.

This presentation may occur at a new employee orientation for those hired before the start of school or at another time mutually agreed to by the employer and the bargaining representative for those hired after the orientation.

Any concern regarding the Association's use of the District mail/email service and bulletin boards shall be a matter for early discussion between the Association President and the Superintendent/designee.

4. **Exclusivity:** In recognition of the Association's status as the officially recognized legal bargaining representative of employees, the rights granted in this Agreement to the Association shall not be granted to any competing labor organization.
5. **New Employees:** The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all employees as an official part of the program during any District sponsored new employee orientation and during any year opening district-wide or building-wide employee meeting.
6. **Bargaining Unit Information:** By September 30 each year, the District will provide the President with a roster of all bargaining unit members that includes each employee's name (first and last), home address, phone number, job title/position, work location and FTE. In addition, upon request the District will provide the President an up-to-date seniority list.
7. **School District Budget and Financial Reporting:** The Association shall be furnished monthly and annual financial statements and the preliminary and adopted budgets and financial reports, Board agendas and supporting materials that are normally provided to the public in a timely manner, following a request by the Association. Nothing herein shall require the central administrative staff to research and assemble information that has not been routinely prepared in the normal operation of the District.

The Association will furnish copies of information pertinent to employee relations topics as reasonably requested by the Superintendent or Board.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Rights of Law

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

Section B. Non-Discrimination

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of membership or non-membership in the Association, domicile, race, creed, religion, color, national origin, age, sex or marital status.

Section C. Personnel File

1. **Right to Inspect:** Employees or former employees shall, upon request and in the presence of the Superintendent/designee, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy at District expense of any documents contained therein shall be afforded the employee.
2. **Placement of Materials:** Any derogatory material not normally shown to an employee within fifteen (15) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner, shall be kept or placed in the personnel file without the employee's signed acknowledgment and opportunity to attach his/her own comments. Such written response shall become part of the employee's written personnel records.

The performance appraisals of members of the Cashmere Support Personnel shall become a part of the employee's file and shall be signed by the employee at the time of the evaluation conference. A signature does not necessarily mean agreement with the contents of the evaluation; it merely indicates receipt of the document. The employee has the right to attach a written rebuttal that will become a part of the employee's written personnel record.

3. **Location:** The District shall maintain the employee's personnel file at the District Office. The Superintendent shall be responsible for safeguarding personnel files.
4. **Removal of Materials:** After five years, upon written request of the employee, the District shall remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken.

Section D. Due Process

No employee will be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary actions will be made available to the employee and the Association in writing.

Employees will be advised of their right to representation. Employees will be allowed to have a representative of his/her choosing at any disciplinary meeting. The conference will be scheduled with no less than two (2) days prior notice, in writing. Refusal of representation (Appendix F) must be signed and dated.

The District agrees to follow a policy of progressive discipline and any disciplinary action taken

against an employee shall be appropriate to the behavior that precipitates said action. Progressive steps include: Oral/verbal reprimand with written acknowledgement, written reprimand, suspension (with or without pay) and demotion/discharge. Although sanctions shall be applied in a progressive fashion, the initial disciplinary response shall be appropriate to the misconduct involved.

Any complaint made against an employee by any parent, student or other person will be promptly called to the attention of the employee, as long as it is in accordance with law.

Section E. Employee Evaluation Procedure

The following procedure shall be used to assist in the performance evaluation of the employee:

1. Each employee shall be evaluated by his/her administrator once each school year. If an Employee's performance is considered less than satisfactory any time during the school year, he/she will be evaluated at that time. This evaluation will be in addition to the evaluation noted below.
2. In the event an employee is placed on probation, the District will notify the affected employee in writing. The District shall provide the employee a specific plan of assistance with clear and measurable goals to help the employee remediate the areas of deficiency noted in the evaluation. This plan shall be developed by the administrator with the participation of the employee and the association. The employee shall be given sixty (60) working days to correct the deficiencies.
3. Employees shall have their written evaluation prior to their last day of work.
4. Each evaluation shall be based upon actual observations by the employee's immediate administrator and shall concern an employee's work performance, focusing on weakness(es) and strengths with specific suggestions for improvement where appropriate.
5. Written evaluation reports, attached herein as Appendix C, D and E shall be presented in post-conferences to each employee by his/her immediate administrator within five (5) days following its completion. The employee shall have the opportunity to write and attach a rebuttal to his/her evaluation.

Section F. Assignment and Transfer

1. Assignments:

- a. **Definition:** An assignment shall mean the placement of an employee to a position within the bargaining unit.
- b. **New Employees:** The employer will give, notice of assignments to new employees as soon as practicable and, except in cases of emergency, not later than June 15.
- c. **Continuing Employees:** All employees presently employed will be given written notice of their specific building assignments for the forthcoming year on or before the end of school, or, except in cases of unforeseen emergency and/or to significantly strengthen the educational system, by June 15 at the latest. Such notice shall include the option to request a change of assignment and request any co-curricular positions should they open. After June 15th, prior to any change in assignment, the district will meet with affected employee(s) and CSP Representative(s).

- d. **Changes in Job Requirements:** All new employees shall be provided with a written job description at the beginning of the year or on their first day of employment. Whenever a new position is created or a change in an existing position results in an unclear definition of job duties and pay rates, the employee or the Association will initiate the process for a clear and defined description of the position and pay scale/s.

2. **Transfers:**

- a. **Definition:** A “transfer” shall mean a change from an employee’s current assignment to a different assignment.
- b. **Application for Transfer:** Employees requesting a transfer shall complete and file a request for transfer with the Superintendent by April 1.
- c. **Involuntary Transfer:** All involuntary transfers or reassignments shall start with the least senior employee first as long as employee qualifications are substantially equal to those of the vacancy. Such transfer or reassignment shall be made only after the employee has received a written explanation for the involuntary transfer and had an opportunity for a meeting with their immediate supervisor and association representative.

An employee chosen for involuntary transfer shall be released from his/her duties for one (1) day to prepare for the new assignment. That day, if taken, must be within five (5) days prior to the date of transfer.

Any employee who changes positions as a result of an involuntary transfer will be paid at the higher rate of the present and previous position. Hourly rate will not increase under the new classification except for COLA and salary adjustments made to all categories, until the employee’s experience in the classification is equal to the pay schedule.

An employee who has been involuntarily transferred or reassigned shall have the right to return to their original work site/position without having to submit a request, provided they have satisfactory evaluations for the last three years. This applies should the employee’s prior position come open prior to September 30 in a given year or, for the following school year, up to September 30. Such individuals will be contacted by the Superintendent or designee and the employee has the right to accept or decline the right to return.

- d. **Emergency Transfer:** An emergency transfer may take place if a new position is needed immediately. The emergency involuntary transfer shall not extend beyond thirty (30) working days. Before that time expires, Employee Selection Procedures for Vacancies (ARTICLE III, Section 4) shall be followed.
- e. **Temporary Hires:** A temporary hire may take place when it is not known whether a position will become permanent. “Temporary” shall be defined for purposes of this agreement not to extend beyond thirty (30) working days. If a temporary position becomes a permanent position, the position will be considered vacant and Employee Selection Procedures for Vacancies (ARTICLE III, Section 4) shall be followed.

3. **Vacancy and Posting of Jobs:**

- a. **Posting:** All vacancies (including new positions) occurring during the work year shall be reported to the Association and posted in each building for a minimum of seven (7) days. The deadline for internal candidates will be included in the posting.

- b. **Posting During Vacation Periods:** During vacation periods, the District shall notify employees of the posting by district email. Posting and mailing must occur on the same day. Such employees shall then have ten days from the posting of notification to apply for the vacancy. The deadline for internal candidates will be included in the posting.
- c. **Posting Between August 15 - September 30:** Between August 15 and September 30 of any year, the District may post vacancies internally and externally at the same time, however, the hiring process and priority for internal candidates will not change.
- d. **Priority:** Current employees shall be given first priority over outside applicants for the vacancies and new positions. Employment of outside applicants for a specific vacancy shall be made only after the Employee Selection Procedure for Vacancies (Including New Positions) provision below is completed.

4. **Employee Selection Procedure for Vacancies (Including New Positions):**

- a. **Essential Job Tasks:** In order to be considered for any vacancy (including new positions), Employees must meet the standards listed under the "Essential Job Tasks" required by the American Disabilities Act (ADA) in the posted job description. The District may (under ADA laws) test applicant(s) to determine if he/she meets the "Essential Job Tasks" standards. Such testing shall be given to all applicants, shall be uniform in its application, and shall be directly related to measuring the posted "Essential Job Tasks".

- b. **Interview Process:** All employee applicants meeting the "Essential Job Tasks" standards shall be offered an interview for the vacancy by the building interview committee. The District shall attempt to include current employee(s) in the building interview process. In meeting the District's intent of inclusion, the Association shall submit to the building administrator a list of bargaining unit members to serve on the interview committee.

The building interview committee shall recommend in writing to the Superintendent up to three (3) current employee applicants. Recommendations from the building interview committee shall be based upon:

- (1) Past satisfactory experience in similar position(s).
- (2) Past satisfactory evaluations.
- (3) Recommendations from previous and current administrators and supervisors.

The Superintendent may require an additional interview of those employee(s) recommended for the vacancy by the building interview committee. If two or more current employees are equally qualified, the employee with the most seniority shall be chosen.

- c. **Notice to Applicants:** If it is determined by the District that a current employee applicant does not meet the minimum qualifications or standards listed under the "Essential Job Tasks" in the job posting or if a current employee applicant is not hired by the District, the appropriate administrator will notify the employee and the Association President in writing the reasons that determination was made.

- 5. **Posting for Outside Applicants:** When a vacancy is not filled by current employees as defined above, the vacancy will be posted in each building and advertised to the general public for a minimum of seven (7) days.

The Association shall submit to the administrator a list of bargaining unit member to serve on the interview committee.

The building interview committee shall recommend in writing to the building principal up to three (3) applicants. The final decisions rests with the administration.

Section G. Layoff and Recall

1. **Seniority**: Seniority shall be defined as length of service within the District as a member of the bargaining unit. Accumulation shall begin on the employee's first working day as a regular employee.
 - a. The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority. A copy of the seniority list and subsequent revisions shall be furnished to the President by March 1 of each school year.
 - b. Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or declining recall.
 - c. In the event of one or more employees having the same seniority ranking, employees so affected shall participate in a drawing by lot to determine position on the seniority list. The drawing shall be conducted openly and the President shall be in attendance.
2. **Layoff**: In the event of a necessary reduction in work force, the District shall first lay off the least senior employee(s). In no case shall a new employee be employed by the District while there are laid off employees qualified for a vacant or newly created position.
 - a. In the event of layoff, the District shall provide written notice to all affected employees and the President, on or before the last student day of the school year preceding the layoff. Employees not notified shall continue in employment for the following year unless there is just cause for termination.
 - b. Laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, subject to carrier approval.
 - c. All retained employees face possible reassignment to fill essential vacancies.
3. **Recall**: Employees that are laid off shall be placed in a re-employment pool. Recall of employees shall be by reverse order as determined by the final seniority list.
 - a. If a RIFed employee is called back for reduced hours; they will have the opportunity of adding hours to their day before another RIFed employee is employed with more hours than the senior employee. Qualifications and seniority shall apply. The district shall re-employ all qualified laid off employees in full time jobs before new hires are added.
 - b. Notification of recall shall be sent by certified or registered mail to the last known address as shown on District records. The notice shall include the time and date the employee is to report back to work. It is the employee's responsibility to keep the District notified as to his/her current mailing address.
 - c. A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the District if he/she will accept the position. An employee who declines recall, shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.
 - d. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.

Employees shall not be "bumped" or reduced in seniority ranking by school employees not

represented by the Association.

Section H. Employee Protection

1. **District Insurance**: The District shall provide such insurance for the protection of employees as is required by RCW 28A.58.425.
2. **Threats**: Any employee who is threatened with physical harm by any person (including students) or group while carrying out assigned duties shall immediately notify his/her immediate supervisor, and the Superintendent/designee; and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the District in cooperation with the employee to provide for the employee's safety no later than two (2) days from the date of the incident. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent within three (3) days of the incident.
3. **Dangerous Students**: If an employee feels like they are in danger while working with a specific student, they must communicate this to their supervisor as soon as it is determined. The supervisor will report this to the Superintendent/designee within two (2) days of the fear being reported to them. The Superintendent will within two (2) days provide feedback on what extra precautions or extra measures if any will be implemented for this student in order to protect the employee.

Section I. Privacy

1. **Personal Lives**: The private and personal life of any employee is not within the appropriate concern or attention of the District, unless the District determines that the employee's actions are interfering with the educational process.
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 approval or Association agreement.

Section J. Harassment

The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed (including sexual harassment) by supervisors or other non-bargaining unit employees. Normally the report will be filed with the Superintendent /Designee within thirty (30) days of an incident. Following District investigation, the District shall give the employee a written report, which shall include findings and recommendations.

Section K. Extracurricular Pass

The District shall provide each employee with a pass granting free admission to all school - sponsored events. It is understood by the employee that in exchange for the extracurricular pass, that employees will assist the District when problems arise at the events.

Section L. Instructional Paraprofessionals Working with Special Needs Students

1. **Access to IEPs and 504 Plans**: Employees assigned to work with special needs students shall have access to the student IEP through the case manager and/or 504 Plan through the classroom

teacher.

2. **One on One Paraprofessionals:** Employees assigned to one-on-one duties with a special needs student shall be allowed to provide input in the formulation of the students IEP as it pertains to the duties of the instructional paraprofessional and under the direction of the case manager.

Section M. Building Meetings

During the annual review of discipline procedures at the building level, classified employees will have the opportunity to participate in the meeting.

Section N. Cell Phone Use

No employee will be required to use their personal cell phone to carry out their regular job duties. If it is necessary for an employee to have a device to communicate with the school office or other employees as part of their regular job duties, a cell phone, walkie talkie, or other appropriate device will be provided to the employee by the District.

ARTICLE IV. LEAVES

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

1. **Accumulation:** Leave with compensation for illness, injury, and emergencies shall be granted and accrued at a rate not to exceed twelve (12) days per year for each full-time employee. Less than full-time employees shall be granted sick leave and emergency leave in the same proportion as their part-time work bears to full-time work. This leave shall be referred to hereafter as "sick leave". Each employee's accumulated sick leave balance will be made known to him/her on each paycheck stub and Skyward employee access.

2. **Use:**

- a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability. Deductions from this allocation of leave days shall be made for each absence occasioned by the legitimate claims of the following kinds: personal illness and injury, illness and injury in the immediate family, disability, maternity, paternity, and other leave afforded per Family Medical Leave. For purposes of this provision, immediate family shall mean spouse, child, spouse of a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

Absences of more than three (3) consecutive days because of illness or injury may require a physician's written notice.

- b. **Maternity:** The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability. Employees requesting maternity leave shall give written notice to the District as early as possible prior to the beginning of the leave. The written request for leave shall include a statement as to the expected date of return to employment,

and within thirty (30) days after childbirth, the employee shall inform the employer of the specific day when the employee will return to work. The employee and her doctor shall determine when the exact beginning and end of the leave will occur.

- c. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence. Sick leave can be used when an employee's child's school or place of care is closed after the declaration of an emergency by a local or state government or agency, or by the federal government.
3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave and/or leave sharing provided herein is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.
4. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above an accumulation of one-hundred-eighty (180) days at a ratio of one full day's pay for each four days of accumulated unused sick leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of one-hundred-eighty (180) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one day per month.
5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District employment due to retirement (as recognized by the Washington State Public Employees' Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one day's per diem pay for each four full days accrued leave for illness or injury.

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.
6. **100% Attendance:** Employees not using any sick leave during the current school year shall be eligible for a \$250 stipend to be paid on the August payroll date.
7. **Shared Leave**
 - a. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:
 - i. suffers from/or has a household member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition;
 - ii. is a victim of domestic violence, sexual assault, or stalking;
 - iii. needs time for parental leave; is sick or temporarily disabled because of a pregnancy;
 - iv. has been called to service in the uniformed services; is a current member or veteran of the uniformed services defined under RCW 41.04.005, or spouse of such, attending

medical appointments or treatments for a service-connected injury or disability; or has needed skills to assist in responding to an emergency or its aftermath when a state of emergency has been declared anywhere in the United States by the federal or any state government and his/her offer to volunteer is accepted by a government agency or nonprofit organization engaged in humanitarian relief.

- v. has a condition or circumstance which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - a) Apply for leave without pay; or
 - b) Terminate employment:
 - 1. Has depleted or will shortly deplete all applicable leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
 - 2. Has abided by District rules regarding use of leave.
 - 3. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
- b. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, as described above.
- c. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.
- d. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.
- e. The actual transfer of donated leave from one employee to another will not take place until the recipient needs the leave. Leave hours are only transferred for the actual day it is needed. Employees who donate a specific number of sick leave days may not have all those days subtracted from the sick leave balance if the recipient does not need them.
- f. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.
- g. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655, and 41.04.665.

Section B. Personal Leave

The District shall grant employees three (3) days of personal leave with pay each year, under the following conditions:

1. Personal Leave taken the week before or the week after Christmas vacation, winter break, or spring vacation shall be limited to two (2) employees per building. No personal leave shall be taken the week before the end of school without Superintendent approval.
2. All personal leave requests will be granted if appropriate substitutes can be hired.
3. If a limited number of substitutes are available, then the personal leave requests will be permitted on a first-come, first-granted basis.
4. Personal leave balances will be available on the employee's paystub.
5. Notice of intended use must be given five (5) days in advance, except in the case of emergency or unusual circumstances.
6. An employee can carry forward one (1) unused personal day each year to a maximum of four (4) personal days in any one year. An employee may choose to be compensated for all unused personal leave days per year at the employee's per diem rate. If an employee decides to cash out or carry over one (1) unused personal day, they must notify HR/payroll by the last school day of the year.

Section C. Sick Leave, Personal Leave Pro-ration Calculation

For employees working less than 1440 hours the hours for each sick leave or personal leave shall be calculated as follows: Number of scheduled work hours each school year divided by 1440 hours multiplied times 8 hours yields the hours per day.

Section D. Family Medical Leave

Family and disability leave (including maternity and paternity leave) shall be granted in accordance with Federal and State statutes.

1. **Family Medical Leave Act (FMLA):** In addition to any other leave provided for elsewhere in this Agreement, FMLA Leave will be provided as follows:
 - a. **Eligibility:** Employees will be eligible for FMLA after twelve (12) months of employment, having worked a minimum of 1,080 hours in the last twelve (12) month period.
 - b. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
 - i) To care for the employee's child after birth, or placement for adoption or foster care;
 - ii) For a serious health condition of the employee, spouse, parent or child.
 - iii) An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period.
2. **Notification:** The employee shall provide the District thirty (30) days advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable.
3. **Job Benefits and Protection:** The District shall insure the following provisions:
 - a. Weekends, holidays, and school breaks are not included in an employee's FMLA entitlement.

- b. Employees on FMLA leave will have access to their current health care benefits. The District will continue to pay their portion of the health care premium during the period of FMLA leave regardless of the employee's pay status.
- c. If in unpaid status, employees are responsible for remitting their monthly premium to the District.
- d. Grant, at the employee's request, his/her usage of accrued leave (sick, Personal, etc.), prior to his/her going on unpaid leave;
- e. Grant the employee his/her previous position, or an equivalent position, upon return from Family Leave; and
- f. Maintain any employee benefits that accrued prior to the start of FMLA.

Section E. Bereavement Leave

Bereavement Leave shall be paid leave with no deduction from an employee's sick leave balance. The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family (as defined in Section A.2.a in this Article) of employees. The District shall grant employees one day of bereavement leave in cases of bereavement involving friends, students or colleagues. Additional bereavement shall be granted as sick leave.

Section F. Court Appearance Leave

The District shall grant Court Appearance Leave as follows:

- 1. **Jury Duty**: Employees who are called to serve on a jury. Any payment or reimbursement for jury duty shall be retained by the employee. The employee must supply a copy of the Jury Summons to the District.
- 2. **Subpoenas**: Employees who are subpoenaed to testify in court.
- 3. **Other Court Leave**: Other court absences shall be granted from Emergency Leave.

Court Appearance Leave is not available when the employee is a plaintiff against the District. Personal leave or leave without pay shall be used in such circumstances.

Section G. Long Term Leave of Absence

The District may grant any employee an unpaid long-term leave of absence for up to one year for child rearing, medical or other mutually agreed to reason(s). Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Once granted, such leave may be renewed annually upon request of the employee, with the agreement of the District.

Section H. Injury on the Job

In the case of any injury on-the-job, which is covered by the Worker's Compensation Act, the District will pay to such employee unable to work, the available sick leave pay for the period of absence. Upon receipt from insurance or trust providers, for the applicable time loss, the employee may endorse any and all such time loss payment checks and present them to the District payroll

office. The District will then reimburse the employee's sick leave account with the hours and days equivalent to those which payment has been allowed.

Section I. Association Leave

The District shall grant up to nine (9) days leave with pay to the Association to be used to conduct Association business. If the District hires substitute employees to cover for employees using association leave, the Association shall pay for the cost of substitutes.

The District shall grant up to three (3) days with pay to the individual Association leaders to be used to conduct Association business.

Section J. Child Rearing Leave

The District may grant a child rearing leave of up to one year to any employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. An employee returning from such leave shall be placed in the position last held or in a similar position in the District. Final decision on this leave rests with the District.

Section K. Military Leave

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

Section L. Washington Paid Family Medical Leave (PFML)

Employees will be provided Paid Family Medical Leave (PFML) benefits as allowed by law. The District will annually notify employees about the benefits available under PFML. To fund this leave, the District shall pay its share of the premium as defined in RCW and the employee will be responsible for the remaining amount.

To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances. Weekends, holidays, and school breaks that fall within an employee's PFML leave do not count toward the employee's PFML entitlement.

Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from the ESD.

The District shall maintain their portion of the medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

Section M. Leave Replacement Employees

Substitute employees will be provided for each day of an employee's absence due to any leave provided herein.

ARTICLE V. FISCAL MATTERS

Section A. Hours of Work and Overtime

1. **Work Day:** Each employee shall be assigned to a definite work day with designated times of beginning and ending which shall not be reduced.
2. **Hours, Lunch and Rest Period:** Employees who work four (4) consecutive hours shall receive a fifteen (15) minute break within those four (4) hours. This rest period must be allowed no later than the end of the third hour of the shift. If more than 5 hours are worked in a day, workers must be allowed at least a 30 minute meal period. Workers must be at least two hours into the shift before the meal time can start and the meal time cannot start more than five hours after the beginning of the shift. Furthermore, if an employee is required to be on-call during their meal period, or they are called back during their meal period, they shall be paid during their meal periods. An employee shall receive two (2), fifteen (15) minute breaks if their shift is a full 8 hours.
3. **Work Week:** The workweek shall consist of five (5) consecutive days, Monday through Friday.
4. **Work Schedules:** Work schedules showing the employees' shift, work days, hours, rate of pay, and contract days shall be given to each employee at least one week prior to the start of school.
5. **Overtime:** Overtime shall be compensated at one and one-half (1 1/2) times the employee's hourly rate. Saturdays, Sundays and holidays shall be compensated at two (2) times the employee's hourly rate. All payment for overtime hours worked shall be in accordance with the Fair Labor Standards Act.
6. **Public Employment Retirement System:** The District will follow the rules as defined by the Public Employment Retirement System in crediting retirement to employees.

Section B. Holidays

1. All employees shall receive:
 1. Labor Day
 2. Veteran's Day
 3. Thanksgiving Day
 4. Day after Thanksgiving Day
 5. Christmas Eve
 6. Christmas Day
 7. New Year's Eve
 8. New Year's Day
 9. Martin Luther King Day
 10. President's Day
 11. Juneteenth (if it falls within the employee's work year)
 12. Memorial Day

Section C. Vacation - Full Time Employees

1. **Vacation**: Annual leave with pay shall be allowed to each full time (12) month employee in the following manner:

<u>Number of Years</u>	<u>Vacation Days</u>
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Year 1	10 days
Year 6	11 days
Year 7	12 days
Year 8	13 days
Year 9	14 days
Year10	15 days
Year 11	16 days
Year 12	17 days
Year 13	18 days
Year 14	19 days
Year 15	20 days

2. **Accrual**: Vacation accrual shall be based on total hours per year. (2080 hours equals full time)
3. **Vacation Usage**: Employee vacations shall be taken on non-student days.

Section D. Salary and Salary Payments

1. **Schedule**: Employees shall be paid according to the salary schedules that are attached to and made part of this Agreement as Appendix A.
2. **Increments**: Increment steps shall take effect on September 1 of each year when negotiated and accepted.
3. **Payment**: Employees shall be paid in twelve (12) equal monthly payments. Checks shall be issued on the last banking day of each month. Employees may opt to have their checks delivered to them personally, direct deposited to a bank or mailed to a specified address.
4. **Severance**: All compensation owed to an employee who is leaving the District shall, upon request, be paid on the next regular pay warrant.
5. **State Funding**: The District will automatically apply to the salary schedule 99.8% of the BEA allowable funding by the State. All CSP employees shall receive the state funded Cost of Living Adjustment (COLA) each year.
6. **Errors in Computation**: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an overpayment, the District and the employee shall work out a mutually agreeable plan for pay back. In the event the District has underpaid, the deficit shall be made up immediately.
7. **Work Outside of Bargaining Unit**: Employees assigned work out of the bargaining unit shall suffer no reduction of pay if hours worked at the lesser pay are less than one hour.

8. **District-Directed Training Days and Collaboration Time with Teachers:**
- a. Paraeducators will have four (4) mandatory contract days scheduled prior to the start of the student school year. Such time shall be spent on activities such as, but not limited to, job-related training, building and/or district meetings, planning with certificated staff, preparation of rooms and/or buildings, or office assistance. Two (2) of these days are in exchange for student conference days during the school year, which will be non-workdays for paraeducators. Any paraeducator who is asked by a supervisor and agrees to perform work during the conference days will timesheet their hours.
 - b. With prior administrative approval, all paraeducators may timesheet up to thirty (30) minutes each week for planning with certificated staff outside of their regular workday. Meetings will be scheduled at a time and place that is mutually agreed to by the paraeducator(s) and teacher.
 - c. Classified Librarians shall have the option to work four (4) non-student days in activities approved by the employee's supervisor.
9. Secretaries are expected to timesheet any and all extra hours necessary to perform the assigned job duties. These extra hours are expected to be pre-approved.
10. **Intensive Support:** There are students in the District who require additional support due to mental, emotional or behavioral issues. Students will be identified as needing intensive services if:
- a. They are identified as being medically fragile
 - b. Need assistance with toileting and/or diapering
 - c. Have specialized feeding needs such as a feeding tube
 - d. Have a history of behavior interventions or an emergency response plan. This includes incidents that endanger the student or another student(s) or adult(s).

Each of these areas of intense need require extra training on the part of the Paraeducator and in some cases, greater risk of injury. The District will provide all necessary training before a Paraeducator is assigned to assist a specific student or assigned to a classroom setting where such students are present. The District will also provide protective equipment when needed.

Paraeducators will be compensated for work with students with intense needs in the following manner:

- a. Paraeducators who work with students who have intensive needs will receive \$1.50 per hour additional pay for actual hours worked with those students.
- b. The Special Education Director will notify Paraeducators at the start of the school year if they are eligible for this payment due to their anticipated work assignment. If assignments change for any reason during the school year, Paraeducators will be given notice at least two weeks in advance if they become eligible or are no longer eligible for this payment.
- c. Paraeducators may request a discussion with their supervising teacher and Special Education Director if they believe they may be eligible for this compensation.
- d. Paraeducators will submit all time worked helping students with intensive needs through their monthly schedule attached to their timesheet. These timesheets are submitted for approval to the Special Education Director.

Section E. Insurance

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

1. Availability:

- a. Qualified employees who work or will work a minimum of 630 hours during the year.
- b. Open enrollment as scheduled by SEBB.
- c. Employees are responsible for enrolling online or with forms provided by SEBB.

2. Benefits

- a. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability.
- b. Employees may select a carrier approved by SEBB.

3. Premiums

- a. The district shall pay their portion of the employee premium as established by SEBB.
- b. Employees will be responsible for their portion of the premium.
- c. Any additional premium surcharges will be paid by the employee.

Section F. Professional Standards Stipends

Tier 1 Stipends

The District recognizes the Professional Standards Certificate as issued by the National Association of Educational Office Professionals (NAEOP) and nurses Educational Staff Associate degree as issued by OSPI, as an employee incentive program. The District also recognizes an AA Degree, a BA/BS Degree, or 100 clock hours. Employees shall receive additional compensation for one (1) of the following at the rate designated below:

1.	Basic Standards certificate (NAEOP)	\$40.00 per month
2.	Associate Professional (NAEOP)	\$60.00 per month
3.	NAEOP Advanced III	\$85.00 per month
4.	ESA Initial Certified Nurse	\$70.00 per month
5.	Library Technician Endorsement	\$90.00 per month
6.	ESA Continuing Certified Nurse	\$90.00 per month
7.	Conditional School Nurse Certification	\$110.00 per month
8.	100 Clock Hours	\$40.00 per month
9.	AA Degree	\$60.00 per month
10.	BA/BS Degree	\$85.00 per month

Tier 2 Stipends

In addition to any Tier 1 stipend above, employees shall receive additional stipends for the following:

- | | | |
|----|---|-------------------|
| 1. | Paraeducator Subject Matter Certificate | \$15.00 per month |
| 2. | Advanced Paraeducator Certificate | \$25.00 per month |

To be eligible to receive any Tier 1 or Tier 2 stipend as listed above for the school year, the employee must submit documentation to the District by September 10.

Section G. Staff Development/Training

1. The District will provide a sum of \$1,500.00 which will be allocated to individual schools for use in enhancing the in-service training of CSP employees. The allocation will be distributed based on the number of CSP members in each school. Administrators and staff at each school will determine how these funds will be distributed. Staff Development funds which remain unspent as of August 31st of each year shall be carried over to the following year.
2. Paraprofessional Testing: The District shall pay the forty dollar (\$40) fee for the paraprofessionals taking the state examination. The District shall pay for one follow-up test, if the paraprofessional does not pass on the first attempt. Any subsequent exams shall be the responsibility of the employee. In addition, the District shall purchase at least three (3) sets of testing materials to be loaned to paraprofessionals on a first come first served basis, to study for the test.
3. Training: To protect the employee from any such assault, the district will train staff in legal restraint methods and de-escalation techniques prior to placement of an intensive student with a paraprofessional. The District will provide training on student discipline procedures (including of special needs students) as outlined by state law. If the district requires First aid/CPR as a job requirement, then time, registration, and materials will be paid.
4. Working Conditions: The District will provide adequate, appropriate classroom facilities that allow for the special needs of the included student.

Section H. Longevity Payment

The following longevity payment will be made to qualifying employees: At the completion of the tenth (10th) year of employment with the District, and every year thereafter, an employee's wages shall be increased by the equivalent of four (4) days salary. At the completion of the twelfth (12th) year of employment with the District, and every year thereafter, an employee's wages shall be increased to the equivalent of six (6) days salary. At the completion of the thirteenth (13th) year of employment with the District, and every year thereafter, an employee's wages shall be increased to the equivalent of eight (8) days salary. At the completion of the fifteenth (15th) year of employment with the District, and every year thereafter, an employee's wages shall be increased to the equivalent of eleven (11) days salary. At the completion of the twentieth (20) year of employment with the District, and every year thereafter, an employee's wages shall be increased to the equivalent of thirteen (13) days salary. At the completion of the twenty-fifth (25th) year of employment with the District, and every year thereafter, an employee's wages shall be increased to the equivalent of fifteen (15) days salary.

10 years.....4 days
12 years.....6 days
13 years.....8 days
15 years.....11 days
20 years.....13 days
25 years.....15 days

Section I. Retirement Incentive

Retiring employees who notify the District in writing that they will be retiring in the upcoming school year will receive the following stipends:

- Notification received by January 15 - \$500.00
- Notification received by March 15 - \$250.00

Section J. Personal Vehicle Reimbursement

Employees who use their personal vehicles to conduct school business shall be reimbursed per mile at the District mileage rate.

Section K. Bilingual/Biliterate Stipend

Employees who qualify for a bilingual/biliterate stipend will annually be compensated \$1200. Eligible employees will be identified by the building administration.

Employees who receive the bilingual/biliterate stipend will not be required to translate for IEP meetings as part of their regular job duties.

If the District requests that an employee translate for an IEP meeting, and the employee agrees, the District will first offer training to review specialized language, and the employee will be compensated in accordance with Appendix A.

Section L. Lesson Planning and Instruction

Interventionists, Kindergarten Paraeducators, and any other Paraeducators who independently plan lessons and deliver instruction to students shall be compensated \$.75 per hour above their regularly hourly rate for the actual time they are instructing students in this setting. Eligible employees will be identified by the building administration and will be required to submit timesheets for payment.

ARTICLE VI. GRIEVANCE PROCEDURE

Section A. Definitions

1. "**Grievant**" shall mean a bargaining unit member or group of bargaining unit members or the Association.
2. "**Grievance**" shall mean a claim or complaint by a grievant that:
 - a. there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement or of any rules, order, policy, regulation or practice of the employer;
 - b. an employee has been treated inequitably; or
 - c. there exists a condition that jeopardizes employee health or safety.
3. "**Days**" shall mean employee workdays. After the last day of school and before commencement of the new term, days shall mean calendar days.

Section B. Time Limits

If the grievant fails to file or appeal according to the timelines set out herein; the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

Section C. Rights to Representation

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.
2. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.
3. No grievance may be processed with a grievant having representation other than him/her self or the Association.

Section D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

Section E. Procedure

Grievances shall be processed in the following manner:

STEP 1. Supervisor: The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances. Within thirty days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/her self, the grievant and the Association Representative to take place within five days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five days after the meeting. Such answer shall include all reasons upon which the decision was based.

STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent. The grievant has 10 days to appeal. The Superintendent shall arrange for a hearing with him/her self, the grievant, the first level supervisor and the Association Representative, to take place within five days of his/her receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.

STEP 3. Binding Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the timeline, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by AAA within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other party.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment. Both parties agree that the award of the arbitrator shall be binding. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Parties; all other costs will be borne by the party incurring them, except that where the arbitrator finds that the position of one party is an intentional breach of contract, the arbitrator may require that party to pay all expenses.

Section F. Miscellaneous Conditions

1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
2. **No Reprisals:** No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.
3. **Cooperation of the Parties:** The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

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

4. **Released Time:** Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association; he/she shall be released without loss of pay or benefits.
5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix B.
7. **Association Grievances:** If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

ARTICLE VII. DURATION

Section A. Effective Dates

This Agreement shall be in effect September 1, 2024, through August 31, 2027.

Section B. Openers

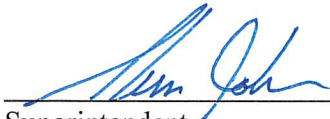
Upon written notice given by the Association to the District not later than April 1, the Parties agree to exchange proposals and commence negotiations on a successor Agreement no later than Spring 2027 provided that, in the event the State Legislature passes law that creates a new program(s) that is not currently covered in this contract and if such program is also subject to local bargaining, negotiations shall be opened on such matters.

EXECUTED THIS ___ day of _____ 2027, at Cashmere, Chelan County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

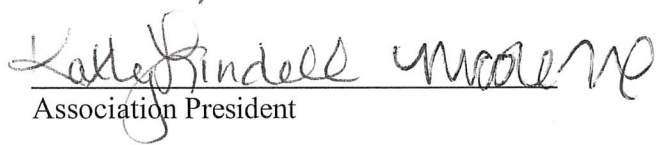


Board Chairman



Superintendent

FOR THE ASSOCIATION:


Association President

Chief Negotiator

Appendix A

Cashmere School District 2024-27 Classified Employee Salary Schedule

<u>Position</u>	<u>Years Experience</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
Secretary II Paraprofessional*	Year 1	20.81	IPD+1%	IPD or 2%
	Year 2	21.64	IPD+1%	IPD or 2%
	Year 3	22.47	IPD+1%	IPD or 2%
	Year 4	23.31	IPD+1%	IPD or 2%
	Years 5+	24.14	IPD+1%	IPD or 2%
Secretary I Non-Certificated Librarian Technology Paraprofessional Health Assistant* Sign Language Interpreter	Year 1	22.64	IPD+1%	IPD or 2%
	Year 2	23.55	IPD+1%	IPD or 2%
	Year 3	24.45	IPD+1%	IPD or 2%
	Year 4	25.36	IPD+1%	IPD or 2%
	Years 5+	26.26	IPD+1%	IPD or 2%
Building Secretary Secondary Registrar IEP/504 Translator	Year 1	22.98	IPD+2%	IPD or 2%
	Year 2	23.90	IPD+2%	IPD or 2%
	Year 3	24.82	IPD+2%	IPD or 2%
	Year 4	25.74	IPD+2%	IPD or 2%
	Years 5+	26.66	IPD+2%	IPD or 2%
COTA SLPA	Year 1	28.12	IPD+1%	IPD or 2%
	Year 2	29.25	IPD+1%	IPD or 2%
	Year 3	30.37	IPD+1%	IPD or 2%
	Year 4	31.50	IPD+1%	IPD or 2%
	Years 5+	32.62	IPD+1%	IPD or 2%
Nurse	Year 1	35.77	IPD+2%	IPD or 2%
	Year 2	37.20	IPD+2%	IPD or 2%
	Year 3	38.63	IPD+2%	IPD or 2%
	Year 4	40.06	IPD+2%	IPD or 2%
	Years 5+	41.49	IPD+2%	IPD or 2%

The salary increase for 2026-27 shall be IPD or 2%, whichever is greater.

*Employees working with "intensive" students, as identified in Article V Section D will receive an additional \$1.50 per hour. All employees must timesheet hours spent with intensive students.

ADDITIONAL COMPENSATION:

1.	Basic Standards Certificate (NAEOP)	\$40.00 per month
2.	Associate Professional (NAEOP)	\$60.00 per month
3.	NAEOP Advanced III	\$85.00 per month
4.	ESA Initial Certified Nurses	\$70.00 per month
5.	Library Technician Endorsement	\$90.00 per month
6.	ESA Continuing Certified Nurse	\$90.00 per month
7.	Conditional School Nurse Certification	\$110.00 per month
8.	100 Clock Hours	\$40.00 per month
9.	AA Degree	\$60.00 per month
10.	BA/BS Degree	\$85.00 per month

APPENDIX B. FORMAL GRIEVANCE FORM

NAME OF GRIEVANT: _____

ASSIGNMENT _____ BUILDING _____

DATE _____

PERSON TO WHOM GRIEVANCE IS SUBMITTED _____

SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION, PRACTICE,
OR HEALTH OR SAFETY CONDITION 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 person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

APPENDIX C. EMPLOYEE EVALUATION REPORT

CLASSIFIED SUPPORT PERSONNEL PERFORMANCE EVALUATION

Directions: CHECK APPROPRIATE BOX. If Needs Improvement or Unsatisfactory is checked, rating must be substantiated in writing. Use the comments section for recommendations and/or commendations. One copy shall be given to the employee, one copy to the evaluator and one to the District's office personnel file.

NAME _____ POSITION _____

SCHOOL _____

Type of Evaluation:

_____ Annual	From _____	To _____
_____ Probation	From _____	To _____
	From _____	To _____

CRITERION 1: ABILITY TO WORK UNDER SUPERVISION

1.1 **Accepts and responds positively to instruction and criticism.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

1.2 **Follows Directions.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

1.3 **Ability to adjust to new situations.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

Evaluators Comments:

CRITERION 2: PERFORMANCE OF ASSIGNED TASKS

2.1 **Typing skills – speed, accuracy and format.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

- 2.2 **Demonstrated willingness to improve skills.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.3 **Consistently works accurately and effectively.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.4 **Consistently completes assigned tasks within time limits.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.5 **Understands job responsibility.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.6 **Requires little supervision.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.7 **Takes pride in workmanship.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.8 **Keeps work area neat and well organized.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.9 **Make decisions appropriate to the level of job responsibility.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.10 **Adequately guards confidential information.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

Evaluators Comments:

CRITERION 3: ORGANIZING AND PLANNING

- 3.1 **Demonstrated skill in utilizing time.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.2 **Learns and applies new methods and techniques.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.3 **Acts on own initiative when appropriate.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

Evaluators Comments:

CRITERION 4: INTERPERSONAL SKILLS

- 4.1 **Ability to maintain good relationships with students, public, fellow employees and employer.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

Evaluators Comments:

CRITERION 5. SAFETY PRACTICES

- 5.1 **Demonstrated awareness of good safety practices.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 5.2 **Uses and cares for equipment properly and safely.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

Evaluators Comments:

I certify that this report has been discussed with me. I understand my signature does not, necessarily, indicate agreement. A statement relative to this evaluation is _____, is not _____ attached. (Employee initial and date all attachments.)

EMPLOYEE'S SIGNATURE

DATE

PRINCIPAL'S/SUPERVISOR'S SIGNATURE

DATE

Possible goals or training to initiate or continue developing

APPENDIX D. EMPLOYEE EVALUATION REPORT

CLASSIFIED SUPPORT PERSONNEL PERFORMANCE EVALUATION (NURSES)

Directions: CHECK APPROPRIATE BOX. If Needs Improvement or Unsatisfactory is checked, rating must be substantiated in writing. Use the comments section for recommendations and/or commendations. One copy shall be given to the employee, one copy to the evaluator and one to the District's office personnel file.

NAME _____ POSITION _____

SCHOOL _____

Type of Evaluation:

_____ Annual
_____ Probation

From _____	To _____
From _____	To _____
From _____	To _____

CRITERION 1: ABILITY TO WORK UNDER SUPERVISION

1.1 **Accepts and responds positively to instruction and criticism.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

1.2 **Follows Directions.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

1.3 **Ability to adjust to new situations.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

Evaluators Comments:

CRITERION 2: PERFORMANCE OF SPECIALIZED SKILL: demonstrates competency (knowledge and skill) in:

2.1 **Organizes the work/case load to accomplish assigned tasks in an effective and timely manner.**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

- 2.2 **Plans and effectively manages all work activities in accordance with legal requirements and District practices.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.3 **Assesses student condition using appropriate methods of examination and observation.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.4 **Communicates and collaborates with physicians, school staff and other health care providers in order to facilitate coordination of patient care.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.5 **Demonstrated willingness to improve skills.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.6 **Consistently works accurately and effectively.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.7 **Identifies nursing interventions based on student assessment.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.8 **Understands job responsibility.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.9 **Works well independently.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

- 2.10 **Takes pride in workmanship.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.11 **Keeps work area neat and well organized.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.12 **Make decisions appropriate to the level of job responsibility.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 2.13 **Adequately guards confidential information.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

Evaluators Comments:

CRITERION 3: ORGANIZING AND PLANNING

- 3.1 **Demonstrated skill in utilizing time.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.2 **Learns and applies new methods and techniques.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.3 **Acts on own initiative when appropriate.**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

Evaluators Comments:

CRITERION 4: INTERPERSONAL SKILLS

- 4.1 **Ability to maintain good relationships with students, public, fellow employees and employer.**

☐ Satisfactory
☐ Needs Improvement
☐ Unsatisfactory

Evaluators Comments:

CRITERION 5. SAFETY PRACTICES

- 5.1 **Demonstrated awareness of good safety practices.**

☐ Satisfactory
☐ Needs Improvement
☐ Unsatisfactory

- 5.2 **Uses and cares for equipment properly and safely.**

☐ Satisfactory
☐ Needs Improvement
☐ Unsatisfactory

Evaluators Comments:

I certify that this report has been discussed with me. I understand my signature does not, necessarily, indicate agreement. A statement relative to this evaluation is _____, is not _____ attached. (Employee initial and date all attachments.)

EMPLOYEE'S SIGNATURE

DATE

PRINCIPAL'S/SUPERVISOR'S SIGNATURE

DATE

Possible goals or training to initiate or continue developing

APPENDIX E.

CASHMERE PARAPROFESSIONAL EVALUATION REPORT

Directions: CHECK APPROPRIATE BOX. If Needs Improvement or Unsatisfactory is checked, rating must be substantiated in writing. Use the comments section for recommendations and/or commendations. One copy shall be given to the employee, one copy to the evaluator and one to the District's office personnel file.

NAME _____ POSITION _____

SCHOOL _____

Type of Evaluation:

_____ Annual

_____ Probation

From _____ To _____

From _____ To _____

From _____ To _____

Criterion 1: TECHNICAL KNOWLEDGE AND SKILLS. The employee demonstrated ability to apply technical knowledge and/or skills in performing assigned tasks.

_____ Satisfactory

_____ Needs Improvement

_____ Unsatisfactory

Evaluators Comments: (Evaluator should explain any unsatisfactory rating)

Criterion 2: INTEREST IN THE ASSIGNMENT. The employee demonstrates enthusiasm and commitment to each assigned task.

2.1 **Initiative** (demonstrated willingness to exceed minimum performance required.)

_____ Satisfactory

_____ Needs Improvement

_____ Unsatisfactory

2.2 **Attendance and Punctuality** (adherence to assigned hours and days of work.)

_____ Satisfactory

_____ Needs Improvement

_____ Unsatisfactory

Evaluators Comment: (Evaluator should explain any unsatisfactory rating)

Criterion 3: APPLICATION OF EMPLOYEE SKILLS. The employee demonstrated competency (knowledge and skill) in fulfilling assigned responsibilities.

- 3.1 **Quality of Work (accuracy, thoroughness, effectiveness).**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.2 **Quantity of Work (extent to which employee's effort completes work required.)**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.3 **Dependability (reliability, degree to which employee can be depended upon to complete tasks)**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.4 **Communication Skills (ability to communicate through use of the written and/or spoken word)**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory
- 3.5 **Flexibility (ability to adjust to new or different situations)**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

Evaluators Comments: (Evaluator should explain any unsatisfactory rating)

Criterion 4: PROFESSIONAL CONDUCT. The employee demonstrates professionalism through compliance with rules and regulations of the State of Washington, and the policies and procedures of the Cashmere School District, and procedures established within the individual schools.

- 4.1 **Problem Solving Ability (resourcefulness, ability to assess problems, determine priorities and reach quick, accurate solutions)**
____ Satisfactory
____ Needs Improvement
____ Unsatisfactory

4.2 **Judgment (makes decisions based on considering appropriate information)**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

4.3 **Ability to Relate to Others (cooperation, courtesy, tact, sensitivity to students, staff and parents and effective management of students)**

_____ Satisfactory
_____ Needs Improvement
_____ Unsatisfactory

Evaluators Comment: (Evaluator should explain any unsatisfactory rating)

I certify that this report has been discussed with me. I understand my signature does not, necessarily, indicate agreement. A statement relative to this evaluation is _____, is not _____ attached. (Employee initial and date all attachments.)

EMPLOYEE'S SIGNATURE

DATE

PRINCIPAL'S/SUPERVISOR'S SIGNATURE

DATE

Possible goals or training to initiate or continue developing

Appendix F. Representation Form

I _____, the undersigned have been advised of my right to representation by the Cashmere Support Personnel in the matter involving a potential grievance or discipline.

I Decline the Association Representation from the Cashmere Support Personnel.

Employee signature

Supervisor signature

Appendix G. Incident Report Form

Cashmere School District Incident Report Form

Child's Name: _____

Incident date: _____ Time: _____ Location: _____

Report Written By: _____ Date: _____ Time: _____

Staff, Foster Parents, Others Involved: _____

Critical Incident? Y/N	Administrator notified? Y/N	Initials:
------------------------	-----------------------------	-----------

- ☐ Property Destruction
- ☐ Assault
- ☐ Self Injurious
- ☐ Out of the ordinary
- ☐ Medical

- ☐ Run
- ☐ Sexual Acting Out
- ☐ Behavioral
- ☐ Medication
- ☐ Other (describe):

Therapeutic Hold? Y / N

- ☐ Escort
- ☐ Seated
- ☐ Wall
- ☐ Tool Kit (describe):

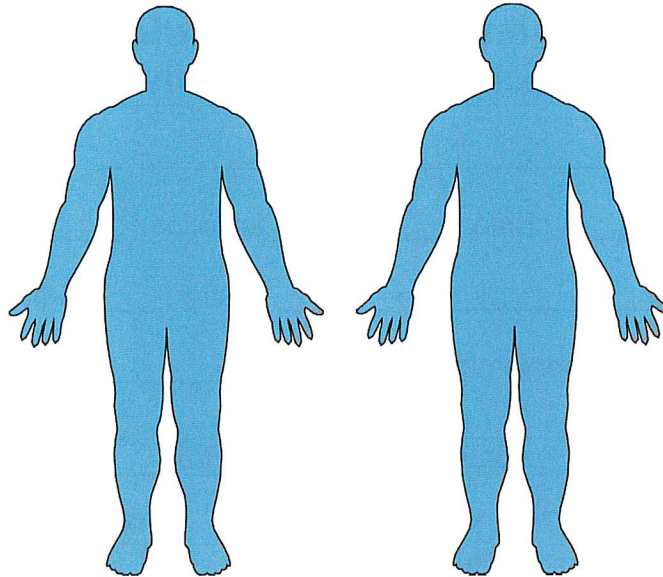
Description of the incident: please include what was taking place prior to the incident (antecedents), what happened during the incident (in detail), and after the incident, as well as any injuries: (Please attach paper for additional information)

Actions Prior To Incident: _____

Actions During the Incident: _____

Actions After the Incident: _____

If physical injury to child/youth occurred please mark the appropriate area(s):



Front

Back

Injuries (please use above diagrams to indicate location of any injuries described below):

Notification: (To be done immediately, by injured person (supervisor will contact parent))

Special Education Teacher: _____ Date: _____ Time: _____
Principal: _____ Date: _____ Time: _____
Parent/Guardian (If Applicable): _____ Date: _____ Time: _____

Signatures: (To be completed at time of debriefing session with injured person)

Reporter: _____ Date: _____

Witness: _____ Date: _____

Witness: _____ Date: _____

Principal: _____ Date: _____

Follow-up

What went well:

What could have been done differently:

Supervisor's follow-up:

APPENDIX H.

PERSONAL LEAVE CASH-OUT and/or CARRY OVER

Three (3) days of fully paid personal leave shall be granted each year. An employee may carry forward one (1) unused personal day each year to a maximum of four (4) personal days in any one year. An employee may choose to be compensated for all unused personal leave days per year at their regular hourly rate. If an employee decides to cash out days, or carry over one unused personal day, they must notify HR/Payroll by the last school day of the year using this form.

- Total Personal Leave Available: _____ days
- Personal Leave Requested for Cash-out: _____ days
- Personal Leave to be Carried Over: _____ day (Maximum of (1) Day)

I understand and agree to the terms and conditions of the personal leave cash out and carry over policy.

Employee Signature: _____

Date: _____