COLLECTIVE BARGAINING AGREEMENT

between

CHIMACUM SCHOOL DISTRICT #49

and

CHIMACUM INDEPENDENT ASSOCIATION-WEA
2019-22

Paraeducators
Food Service Employees
Administrative Assistants
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Negotiated Agreement
2019-22

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COLLECTIVE BARGAINING AGREEMENT
between
CHIMACUM SCHOOL DISTRICT #49
and
CHIMACUM INDEPENDENT ASSOCIATION/WEA
September 1, 2019 - August 31, 2022

This agreement is made and entered into effective this 1st day of September 2016 by and between Chimacum Independent Association/Washington Education Association, hereafter referred to as the “Association” and the Chimacum School District #49, hereafter referred to as “The District”.

ARTICLE I - RECOGNITION

A. The District agrees to recognize the CIA/WEA as the sole bargaining representative for all classified employees regularly employed as administrative assistants, paraeducators or food service employees in regards to wages, hours and working conditions. Excluded from this unit are supervisors, administrative secretaries, accountant-bookkeepers, payroll-personnel officers and any secretaries assigned to the Superintendent’s staff.

B. Substitutes and Temporary Employees


1.1 Substitutes are covered by the terms of the collective bargaining agreement except as noted below:

1.1.1 Sections not applicable to substitutes:

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1.1.2 Any substitute working twenty (20) continuous days or thirty (30) days in a twelve-month period becomes a member of the bargaining unit.

(a) A substitute working that many days is no longer considered a substitute, but a regular part-time employee of the district available for employment on a regular basis.

(b) The individual reaching this status will be paid at the first step of the salary schedule and will be covered by the provisions of the contract as stated in 1.1.1.

2. Temporary employees are covered by the terms of the collective bargaining agreement except as noted below:

2.1 Sections not applicable to temporary employees:
2.1.1 A temporary employee shall be defined as:

(a) An individual hired to fill a position of a regular employee not on pay status, but on extended leave with a commitment to return to the position; or

(b) One who has been hired to a position with an expected duration of one (1) school year or less, i.e. grant funded, overload. Postings for temporary positions will be clearly identified as such.

2.1.2 If the need for the temporary position ends during the school year, the temporary employee will be given two weeks’ notice of termination.

2.1.3 All temporary positions will be terminated at the end of the school year.

2.1.4 If the need for filling the position continues, it will be posted as a permanent position for the following school year.

ARTICLE II - ASSOCIATION MEMBERSHIP

A. All employees working under this Agreement on its effective date who are then members of the sole and exclusive bargaining unit, Chimacum Independent Association (CIA) and all employees who become members of the Association/Washington Education Association (WEA)/National Education Association (NEA).

All employees who become members of the Association during their employment by the District, shall remain members in good standing for the life of the agreement.

New employees hired on or after the effective date, may not be required to join the Association as a condition of employment.

B. The requirement to join and remain a member in good standing shall be satisfied by the payment of regular fees and dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit.

C. The District agrees to provide the Association, the name, home address, telephone number, work email, work location, department, and job title of each bargaining unit member at least annually, and when requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the district throughout the year within five (5) working days of board approval to hire.

D. Presenting information about the exclusive bargaining representative—Access to new employees. (RCW: 41.56.037)

   (1) The District must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about
their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

(b) No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

(c) "Reasonable access" for the purposes of this section means:
   (i) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
   (ii) The access is for no less than thirty minutes; and
   (iii) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.

(2) Nothing in this section prohibits an employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.

E. The Association has the right to represent bargaining unit members on any employment-related matter.

F. Fees, assessments, and political contributions, which are all annual obligations to the Association” for employees. The annual amount will be deducted in equal amounts on each employee’s monthly pay warrant as documented in the employee’s completed association membership form. Association deductions shall be made without cost to the employee or Association.

G. The transmittal of all dues and fees will occur within five (5) working days after the deduction is made and each transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee’s pay.

H. Employees who wish not to join the association will notify the Washington Education Association in writing. Washington Education Association will notify the District in writing of any revocation of Association dues in a timely manner. The District will notify the Union prior to stopping payroll deduction of dues.

I. Hold Harmless Language
   Nothing in this article shall render the District liable for payment of any dues or fees to the Association. The association agrees to indemnify and hold harmless the district for any claims or challenges associated with this article and will be responsible for any legal fees associated with defending this article.

J. Contract Distribution
   1. Following board approval, the district will, within 30 days, provide an electronic copy of this agreement to the union.
   2. Paper copies of the agreement will be provided by the District upon request.
   3. The agreement will be posted on the district’s website.
ARTICLE III - WORKING CONDITIONS

A. All time worked over forty (40) hours within one (1) week or eight (8) hours within (1) day shall be paid at a rate of time and one-half.

B. A day’s work shall be completed within eight and one half hours inclusive of a thirty (30) minute lunch period. Each employee shall be entitled to a fifteen (15) minute rest break during any shift of three hours thirty minutes (3.5) or longer; or two (2) fifteen (15) minute rest breaks during a work day of seven (7) hours or more. The employee’s supervisor shall schedule the breaks so as to minimize disruption to the instructional program.

C. Neither the District nor the Association shall discriminate against any employee because of sex, race, creed, religion, color, age, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability nor because of membership or non-membership in the Association.

D. Any individual employment agreement between the District and an employee shall be consistent with this agreement.

E. Employees asked to work an entire day in a higher wage classification shall receive the higher rate of pay beginning with the first day of employment in the position.

F. When an employee is authorized to use his/her own transportation in service for the District, he/she will be reimbursed at the mileage rate per board policy.

G. If the workload, including daily schedules, exceeds levels believed to be reasonable by the employee, the following steps will be taken:

1. Employee meets with immediate supervisor to see if a resolution can be found.

2. Employee contacts association to set-up a meeting to discuss possible resolution.

3. If no resolution can be found, the employee, immediate supervisor, administrator and association shall meet to discuss possible resolutions.

4. If remedies are found they will be monitored, implemented and evaluated within thirty (30) working days by the employee, immediate supervisor, administrator and association.

H. Regular employees shall be given the opportunity to work any occasional additional hours within their department, by seniority, prior to hiring someone not on staff, provided:

1. The employee is qualified to do the work;
2. No conflict exists with the employee’s regular schedule; and
3. The District is not required to pay premium rates.
I. The District shall present any initial student calendar proposal to the Association and within the framework of its negotiations with the Chimacum Education Association, invite the Association's (CIA) review and suggestions.

J. Any member who is involved in the administration of medication or medical equipment, lifting of students or lifting of heavy school equipment shall be provided training on safety/liability issues prior to performing such work and subsequent training as determined by the supervisor after consultation with affected staff.

K. The district shall pay all fees and time in attendance, at the employee’s rate of pay, for training when the training is required by the immediate supervisor.

L. No employee shall toilet, diaper or clothe a student without another employee being present.

M. The District will make every effort to minimize the amount of time an employee will be required to drive a student without having another employee present.

   1. The District will consult the Association on a case-by-case basis to consider alternatives,

N. Paraeducators shall not be used as substitutes for certificated employees except to supervise for the certificated employees to whom the paraeducator is assigned and then only in emergency circumstances.

O. Paraeducators are not responsible to provide curriculum or lesson plans for student instruction.

P. SCHOOL IMPROVEMENT PLANNING TEAM
   It is the philosophy of the Association and the District to provide time on a regular basis for the purpose of collaboration in support of school improvement plans.

   Based upon these beliefs, the District and Association agree to work together to assist buildings in learning how to build a framework for making decisions which appropriately meets the educational needs of our students. Buildings may utilize the site-based decision making teams to meet this endeavor. The building team:

   1. Will cooperatively encourage building teams to explore those areas where teamwork and faculty synergy will expand our opportunities to improve student learning.

   2. Will continue to explore, mutually design and support professional growth and opportunities for all staff, either on a district-wide or building initiated basis.

   3. Will prepare a description of their plan each year to further staff development activities which will enhance student learning.

   4. One (1) participant from each building will be selected to participate on the School Improvement Team.

   5. It is anticipated that members will participate in School Improvement Team Meetings and staff meetings.
6. Members will submit a timesheet for performing these duties of Site Council and School Improvement Team combined.

ARTICLE IV - EMPLOYEE DISCIPLINE: DUE PROCESS

Non Oral Discipline

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

B. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision of the Agreement prior to the action being taken.

C. The District agrees to follow a policy of progressive discipline. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

D. Any complaint made against an employee by a parent, student or other person will be called to the attention of the employee within five (5) days of the receipt of said complaint. Timelines may be extended by up to five (5) additional days by mutual agreement of the union president and an administrator. Timelines may be extended for the following reasons: Illness or absence of the union president or administrator or the employee. The union president must first confer with at least one other executive board member. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. No such complaint may be used against an employee for any purpose whatsoever unless the employee has signed a written record indicating he/she received notice of the complaint.

E. Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.

F. No disciplinary action more than one (1) year old shall be applied toward future disciplinary actions unless the same offense was committed during the previous two years.

G. In accordance with RCW 28A.400.301, the district will not suppress information about sexual, verbal or physical misconduct.

ARTICLE V - LEAVES

Illness, Injury and Personal Leave

A. Illness Leave
   Each employee shall be granted one-day illness, injury or emergency leave based on contracted daily hours for each month worked.
Employees that work two (200) hundred days a year, not including holidays, and work at least ten (10) days in August, will be granted one additional day of illness, injury or emergency leave. This does not include additional time paid from timesheet.

1. Leave shall be vested when earned and may accumulate to the number of hours in the employee’s work year.

2. The District shall project the number of annual days of leave at the beginning of the school year and the employee shall be entitled to use the projected number of days at the beginning of that school year.

3. Such leave shall accumulate from year to year and may be cashed in according to the provisions of State law as now or hereafter may be amended.

4. An employee’s accumulated sick leave allowance may be used when an employee’s child, or household member, has a health condition that requires medical treatment or supervision by the employee.

5. Employees may use accrued sick leave or other accrued leave, at the employee’s choice, to care for an employee’s child, spouse, registered domestic partner, parent, parent-in-law, grandparent or individual under the primary care of the employee who has a serious health condition or an emergency condition.

6. The employee shall notify his/her supervisor as soon as possible and no later than one (1) hour prior to his/her starting time, of their inability to work.

7. Such leave may be used for doctor and dentist appointments when such appointments must be scheduled during the work day.

B. Labor and Industries (L&I) Leave

In the event an employee is absent for reasons which are covered by industrial insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Worker’s Compensation Pool and the amount the employee would normally earn. A deduction shall be made from the employee’s accumulated illness, injury and emergency leave bank in accordance with the amount paid to the employee by the District.

C. Assault Leave

If sick leave is taken, due to an assault by a student on an employee, during the normal work duty, then the first three days of leave will not be charged to the employee’s sick leave balance.

D. Personal Leave

1. Three (3) days of personal leave shall be provided for attending to personal or business matters that cannot reasonably be accomplished at times other than during the work day.

2. Personal leave may be used in hourly increments and mutually agreeable between employee and evaluator.
3. Personal leave may be taken during the first five (5) student days of the school year only under exceptional circumstances. The reason for the leave requested during these times must be stated and administrative approval is required in advance.

4. Employees shall, whenever possible, give notice to the supervisor of his/her intention to exercise personal leave within (5) days of anticipated leave.

5. Unused personal leave may be accumulated up to a total of five (5) days. Not more than five (5) days can be used in one school year.

6. In the event a member accumulates more than five (5) days of personal leave, excess days will be converted to sick leave at the end of the school year.

7. Personal leave shall not be charged to sick leave.

E. Leave for Family Illness and Bereavement

Each employee shall be entitled to a maximum of five (5) days leave with pay per school year for absence caused by death or critical illness of any employee’s child, spouse, registered domestic partner, parent, sibling, parent-in-law, son or daughter-in-law, brother or sister-in-law, grandchild, grandparent or grandparent-in-law, or any other relative living in employee’s home.

1. An employee who has necessarily exhausted such leave during the school year, may make application for additional leave occasioned by death or the additional critical illness of a relative described herein and such leave shall not be unreasonably withheld; provided, however, that leave shall not extend for more than an additional three (3) days.

2. Such bereavement leave shall not be deducted from the illness, injury or emergency leave bank or any other leave bank.

3. Bereavement leave shall be non-cumulative.

4. Employees may use accrued sick or personal leave, at the employee’s choice for leave that is not covered under bereavement leave:

   a. Up to two days (2) for the death of the employee’s niece, nephew, aunt, or uncle.
   b. Up to one day (1) for the death of an employee’s non-family member.

F. Disability Due to Pregnancy and Child Care Leave

Any employee anticipating the need for leave due to disability caused by pregnancy shall submit a request in writing to the Superintendent not later than one (1) month prior to the beginning of the anticipated leave. The written request shall include the following:

1. A physician’s written statement indicating the date when the employee will be unable to work for medical reasons and the anticipated date when the employee will be able to return to work.

2. A statement regarding the number of sick leave days to be used for such leave.
G. Family and Medical Leave

Federal Family Medical Leave Act (FMLA)
The District is required to follow the Federal Family Medical Leave Act (FMLA). (Refer to School Board Policy 5404: Family Leave for additional information.)

State Paid Family Medical Leave Act (PFMLA)
Starting on September 1, 2019 a total premium of 0.4 percent up to the social security cap will be assessed to each employee. The employee is responsible for up to 63% of the premium.

Benefits start January 1, 2020 as defined by Washington Employment Security Department.

H. Long Term Services and Supports
Starting January 1, 2022, Chimacum School District will deduct from employee wages the required premium of fifty-eight hundredths of one percent of the individual’s wages as required by the law and administered by Washington State employment security department.

I. Judicial Leave
In the event an employee is summoned to serve as a juror, or to appear as a witness in court for the District, or is named as a co-defendant with the District, such employee shall receive a normal day’s pay for each day of required presence in court; provided, however, that any compensation shall not exceed the employee’s normal daily pay less bona fide expenses. In the event that an employee is party in a court action, such employee may request a leave of absence.

J. Leave of Absence
1. Upon recommendation through administrative channels to the Superintendent, and upon approval by the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

2. The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved, providing a written notice of intent to return has been received by the District prior to February 1 of the calendar year in which the employee desires to return.

3. The employee will retain accrued sick leave and seniority rights while on leave of absence. However, vacation credits, sick leave and holiday credits shall not accrue while the employee is on leave of absence. The employee shall be entitled to maintain participation in the District group insurance programs at his/her own expense.

K. Association Leave
The District shall grant up to twenty (20) days leave with pay to the Association for employees to conduct Association business. The Association shall reimburse the District the cost of the substitute for each day of leave used.

L. Holidays

1. Employees will be paid for those holidays listed below which occur between their first day of work and their last day of work.
Labor Day  
Veteran’s Day  
Thanksgiving Day  
Day After Thanksgiving  
Day Before Christmas  
Christmas Day  
Day After Christmas  
New Year’s Day  
Martin Luther King’s Birthday  
Presidents’ Day  
Memorial Day

2. Employees may use a sick day or personal day the day before or the day after a holiday. A sick day or personal day taken before or after a holiday is considered a workday.

M. Sick Leave Sharing
The District is required to follow RCW 28A.41.04.650 through .655 and the relevant regulations of Chapter 392-126 WAC.

Sick leave sharing is implemented through School Board Policy 5406 and related procedures located on the District’s website. In addition copies may be obtained from the district office.

ARTICLE VI – EVALUATION

A. All employees new to the District will be formally evaluated by the designated administrator after the first ninety (90) work days of employment and a second time after the one hundred eighty (180) days probationary period.

B. Each employee shall be evaluated annually by June 1 by the designated administrator with input from such other staff as the administrator deems appropriate.

C. Each evaluation will concern an employee’s work performance focusing on strengths and weaknesses with specific suggestions for improvement where appropriate.

D. The employee will receive a preliminary written evaluation twenty-four (24) hours before the scheduled evaluation conference. The designated administrator, and the employee shall meet to discuss the contents and finalize the annual evaluation. Upon request of either party, the immediate supervisor can be included in the annual evaluation conference.

E. Upon the completion of the conference, the designated administrator, immediate supervisor, and the employee shall sign and date the evaluation. The signature of the employee indicates that the employee has seen the evaluation and does not indicate that an employee agrees with the content.

F. The employee shall have the right to attach a written explanation to the annual evaluation which shall be permanently attached, provided such written explanation is given to the designated administrator for attachment within ten (10) working days of the evaluation conference.

G. The designated administrator shall be the superintendent, principal, vice principal or program director or exempt staff. No classified employee shall be evaluated by a certificated staff members. Each member will be notified who their evaluator will be no later than September 30th.

H. A copy of the written evaluation will be placed in the employee’s personnel file and a copy will be given to the employee.
I. In the event an employee is given an unsatisfactory evaluation that may ultimately lead to dismissal, the employee will be given an agreed upon amount of time to implement the plan of assistance.

J. The District will provide a specific plan of assistance. Such plan shall be written in narrative form and shall include:

1. strengths of the employee;
2. weaknesses of the employee;
3. specific suggestions as to measures the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated; and
4. both the employee and the administrator will sign the plan.

K. The employee will be reevaluated in writing within thirty (30) working days.

ARTICLE VII – PERSONNEL FILE

A. Employees or former employees will, upon request, have the right to inspect all contents of their personnel file kept within the District. The employee will receive a photocopy of materials in the personnel file upon written request. Nothing may be added or removed from the personnel file by the employee.

B. Employees shall receive a copy and have the right to respond to all derogatory material placed in their personnel file.

C. Any evaluative concerns, complaints or derogatory materials placed in a working file maintained at the worksite, must be signed by the employee before placement.

D. An employee may petition the Superintendent for the removal of derogatory material however, any removal of material is left to the sole discretion of the Superintendent and is not subject to the grievance process.

ARTICLE VIII - SENIORITY

Seniority in this agreement is defined as length of service from the last date of hire. The District shall maintain a unit wide seniority list for employees within the bargaining unit, including: name, date of hire and current classification. The initial list to be provided upon execution of this agreement. Additional updates will be provided upon Association request.

ARTICLE IX - PROBATIONARY PERIOD

A. All new employees will be on probationary status for a period of one hundred eighty (180) days. If his/her work performance is unsatisfactory during this period, the District shall have the right to terminate the employee upon two (2) weeks’ notice.

B. The discipline or discharge of all non-probationary employees shall be for sufficient cause.
C. Employees who are the subject of a formal disciplinary proceeding (i.e., other than an oral reprimand) shall have the right to have an Association representative present at any meeting between the employee and the immediate supervisor during which the proposed disciplinary action is discussed.

ARTICLE X - VACANCIES, PROMOTIONS, TRANSFERS & ASSIGNMENTS

A. When a vacancy occurs or a new position is created, the vacancy shall be posted on the district office bulletin board and a copy emailed to the Association members.

B. During the summer, the process will remain the same. Job postings may be sent by US Mail if requested in writing by employee.

C. When a vacancy occurs, or a new position is created, it will be posted within thirty (30) days and hired in a timely manner.

D. Procedures for in-district personnel openings are as follows:

1. An opening is posted in-house for five (5) working days.
   1.1. In-house means a position open only to present employees in that bargaining unit.
   1.2. Employee submits a letter of interest via online application for the position posted to District Office.
   1.3. Substitute and temporary employees are not in-house.
   1.4. No outside applicants are considered during this five (5) day posting and no advertising for the specific posted position occurs.

2. If there are in-house applicants the following occurs:
   2.1. All in-house applicants will be considered for an interview.
   2.2. If an in-house person does not receive the position, a written rationale will be provided to them upon written request.
   2.3. No outside applicants are interviewed during this time.
   2.4. Upon request of the Association president, a list of in-house applicants for a specific position will be provided.

3. If an in-house employee takes a non-continuing position then his/her position is posted with the same contingency.

4. If an in-house employee takes a non-continuing position, at the end of its duration, the position is terminated. Then, the employee may return to his/her previous position.
5. If a position is contingent on a specified duration or other factors during the school year and a decision is made to reopen the position for the following school year, it (the position) will be reposted.

6. If a position ends before the end of the school year, the employee released can be rehired if a need for that position resurfaces.

E. Procedures for in-district personnel summer openings are as follows:

1. Employees shall have five (5) working days (ten (10) days from the date of mailing in the summer months) from the time of posting of notice to make application for a position which shall not be permanently filled during that time.
2. Applicants shall be considered according to seniority, and ability to do the work.

F. Employees transferred or promoted to a new position will be given ten (10) work days’ trial experience. If the results are not satisfactory, the employee shall be entitled to return to his/her former position or one of equal rank. The District may fill the employee’s former position during the trial period with a substitute.

G. During the scheduling process, the District will seek CIA input from the Union President and members that may have significant schedule changes. Before the assignments go public, the District and Union will meet to review options, concerns, seniority, and reasons for changes. The District will make every effort to meet the needs of the membership while balancing the needs of the students, programs and district.

1. Prior to the finalization of the schedule for the following school year, the Union will have five (5) days to make recommendations to the District regarding scheduling changes based upon employee input. Changes will be made upon request when hours and schedule can be adjusted with minimal impact. Supervisors will make every effort to accommodate the recommended changes.
2. In the event more than one employee meets the requirements, seniority will be the deciding factor.
3. Upon request, the District will provide the reasoning behind the new schedule in writing to the member.
4. Any training needed for an assignment change will be completed before the change is effective.
5. No employee shall suffer a reduction of pay as a result of a change in assignment.

H. Posting a position versus adding additional hours:

1. Any ongoing time of two hours or more, will be posted following the regular hiring procedure.
2. An ongoing position of less than two (2) hours is a decision of the school or department based on the following:
2.1 If the hours are needed for continuity with a student or in a program requiring special training, the supervisor can offer the hours to the available person(s) already with that position or in the department or area, i.e., library, school office, Title I, special education, food service, etc.

2.2 If more than one person is in the same position, department, food service category to which time will be added, then seniority determines who is offered the additional time.

2.3 Supervisors are encouraged to confer with the department or group of affected employees as to the various options for dispersing or adding the hours before making a final decision.

I. The District shall make available to the employee's job descriptions which have been prepared or which have been amended.

ARTICLE XI - REDUCTION IN FORCE

A. In the event of a reduction in force, seniority within the general job classification and ability to perform the duties of the position shall be considered equally in determining the order of layoff.

B. General job classifications shall be: Administrative Assistant, Paraeducator, Food Service.

C. Determination of ability to perform the duties of a position shall be made by the District according to annual evaluations and additional information which is part of the employee's personnel record. Such judgment shall be reasonably applied by the District.

D. An employee who is terminated by a reduction in force shall be entitled to "bump" an employee within a general job classification provided the employee has greater seniority within that classification from earlier experience and is otherwise equally able to perform the duties of the position and has in the last two (2) consecutive yearly evaluations had a satisfactory rating.

E. Employees to be laid off shall receive advance written notice of no less than twenty-one (21) calendar days.

F. The Association shall be presented with a layoff list no less than thirty (30) calendar days prior to the employee layoffs.

G. An employee who is terminated by a reduction in force shall be placed in an employment pool and rehired as positions become available by application of the same criteria set forth above (i.e. seniority, ability to perform the duties of the position).

1. An employee in the pool shall retain preferential rehire rights over an employment candidate not in the pool for two (2) years provided:

   1.1 Employee provides the District with a current address, phone number and email address;

   1.2 Employee makes application for the first available vacant position within five (5) days of notice of the vacancy during the school year and ten (10) days' notice during the summer.
2. Notice shall be in person, by telephone or US mail.

3. An employee who is rehired by the District within twenty-four (24) months shall retain accumulated leave and seniority.

H. An employee on approved leave of absence shall be considered for layoff in the same manner as if presently employed.

ARTICLE XII – INSURANCE

SEBB: State Employee Benefit Board
School districts are required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB) starting January 1, 2020.

District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

1. Eligible employees for medical coverage as defined by HCA.
2. Plan offerings, premiums, rates and employee contributions are all determined by HCA.
3. District payments for employer contributions are determined by HCA.

ARTICLE XIII - GRIEVANCE PROCEDURE

The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of employee grievances. It shall not, however, be construed to prohibit an employee and supervisor from informally attempting to resolve differences regarding the interpretation of this Agreement or any other differences without resorting to formal grievance.

Definitions: A grievance is a claim by an employee and/or the Association that the express terms of this Agreement have been violated by the District.

Procedure: An employee may institute a grievance on his/her own and may request the assistance of the Association. The proper procedure for pursuing adjudication of alleged grievances is as follows:

Step One

Within twenty (20) calendar days of the time a grievance arises or the time when the grievant should reasonably have had first knowledge of its occurrence, the grievant will commit the grievance to writing (see Appendix D) and deliver to the building principal or appropriate immediate supervisor.

The written statement should include:

1. the nature of the grievance;
2. the section(s) that have allegedly been misinterpreted or misapplied; and
3. the recommended solution to the grievance.

A copy of the Grievance Review Request form shall also be sent to the Superintendent.
Within fourteen (14) calendar days after receipt of the written grievance, the immediate supervisor shall communicate his/her written response to the grievance and the Association, if the grievant has requested the assistance of the Association.

**Step Two**
If the grievant is not satisfied with the resolution of Step One, he/she may, within fourteen (14) calendar days after receipt of the written response in Step One, submit the grievance to the Superintendent.

Within fourteen (14) calendar days after receipt of the grievance, the Superintendent or his/her designee shall communicate a written response to the grievant and the Association if the grievant has requested assistance of the Association.

**Step Three**
If the grievance is not satisfactorily resolved at Step Two the grievant or the Association may, within fourteen (14) calendar days after receipt of the written response of the Superintendent, submit the grievance to the Board of Directors which shall hear the grievance at its next regular meeting, in executive session if requested by the grievant, and within seven (7) days thereafter communicate a written response to the grievant or the Association.

**Step Four**
If the grievance is not satisfactorily resolved at Step Three, the grievant or the Association may, within fourteen (14) calendar days after receipt of the written response from Step Three, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

1. The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this agreement.

2. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this agreement. Neither shall the arbitrator have any power or authority to make a decision which requires the commission of an act prohibited by law.

3. The arbitrator’s decision shall be final and binding on the Union, the employee(s) involved and the District.

4. The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witnesses called by the other.

**Time Limits**
The number of days within each step is the maximum and every effort shall be made to expedite the process. Failure on the part of the District to act within the time limits will move the grievance to the next step automatically. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. The District and the Association may mutually agree in writing to extend the time limits at any one of the steps.
ARTICLE XIV - SAVINGS

It is the intention of the parties to comply with all applicable provisions of State and Federal law and they believe that each and every part of this agreement is lawful. All provisions of this agreement shall be complied with unless any such provision shall be declared unlawful, invalid or inoperable by court of competent jurisdiction or the State Attorney General. In such event, either party may request renegotiation of such invalid provisions for the purpose of arriving at an adequate and lawful replacement.

ARTICLE XVI - DURATION AND REOPENER

A. This agreement shall be effective September 1, 2019 and shall remain in full force and effect until August 31, 2022.

B. The President or designee and the Superintendent and a reasonable number of other persons if desired, shall meet monthly during the school year to discuss concerns, practices or emerging issues and to review administration of this agreement.

C. This agreement shall be reopened annually to negotiate:

1. Wages and benefits;

2. The District and the Association agreed that if the legislature reduces the district’s levy authority or changes how levy funds may be spent, the District and the Association agree to meet and negotiate impacts by the legislative change. Nothing bargained may violate compensation limitations improved by stated law or subject the District to a state funding penalty.

3. One other re-opener issue each from the Association and the District.

FOR THE ASSOCIATION:

[Signature]
Association President

11.13.19

Date

Association Vice-President

FOR THE DISTRICT:

[Signature]
Board of Directors, Chair

9-11-19

Date

Superintendent and Secretary to the Board of Directors

9-11-19

Date

17
<table>
<thead>
<tr>
<th></th>
<th>2019 – 20 (Effective September 1)</th>
<th>2020 – 21 (Effective September 1)</th>
<th>2021 – 22 (Effective September 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Day 1 to Year 1</td>
<td>After Year 1</td>
<td>After Year 2</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>19.56</td>
<td>20.65</td>
<td>20.85</td>
</tr>
<tr>
<td>Head Cook</td>
<td>16.95</td>
<td>18.55</td>
<td>18.73</td>
</tr>
<tr>
<td>Cook/Baker</td>
<td>16.66</td>
<td>17.70</td>
<td>17.87</td>
</tr>
<tr>
<td>Food Service Assistant</td>
<td>15.85</td>
<td>16.90</td>
<td>17.06</td>
</tr>
<tr>
<td>Sub: Admin Assistant</td>
<td>16.23</td>
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<tr>
<td>Sub: All Other</td>
<td>13.61</td>
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<tr>
<td>Experience Recognition</td>
<td>(Includes Cumulative Factor)</td>
<td>10+Years</td>
<td>15+Years</td>
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<td></td>
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<td>.35</td>
<td>.65</td>
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</table>

- The District will pass through fully any salary or benefit increase funded by the state to each member during the tenure of this agreement. See clarification in Article XIV Items 3 and 4.
- Payment shall be made by the District in twelve (12) equal monthly installments.
- For purposes of determining increment advancement, an employee shall be determined to have earned a year's experience if the employee was employed by the District on or before November 1 in any school year and continued regular employment for the remainder of the school year. An employee who has been granted leave for longer than thirty (30) days shall be considered to have been regularly employed for that year. Increment advances shall only be granted on the first day of each school year.
- As of August 31, 2013 employee’s placement on the professional growth scale and the ability to earn professional growth hours and wages were frozen. All monies earned prior to August 31, 2013 in Professional Growth continue to be applied to each grandfathered employee’s hourly wage for the duration of that employee’s employment with the District.
### CHIMACUM SCHOOL DISTRICT
### Classified Employee Evaluation Form

Employee: ___________________________ Position: ___________________________

**Annual ____ 90 Day ____**

<table>
<thead>
<tr>
<th>Key:</th>
<th>U-Unsatisfactory; N-Needs Improvement; S-Satisfactory; O-Outstanding</th>
<th>U</th>
<th>N</th>
<th>S</th>
<th>O</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QUALITY AND QUANTITY OF WORK</strong></td>
<td></td>
<td></td>
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<tr>
<td>Takes Pride in Work</td>
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<tr>
<td>Works Accurately</td>
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<tr>
<td>Keeps Work Up To Schedule</td>
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<tr>
<td>Can Be depended Upon for Quality of Work</td>
<td></td>
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<tr>
<td>Uses Time Effectively</td>
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<tr>
<td><strong>WORK HABITS</strong></td>
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<tr>
<td>Is Punctual</td>
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<tr>
<td>Gives Adequate Notice When Absent From Work</td>
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<tr>
<td>Has a Positive Attitude Towards Work</td>
<td></td>
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<tr>
<td>Is Adaptable</td>
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<td>Is Willing to Accept Responsibility</td>
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<td>Is Organized</td>
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<tr>
<td>Suggests Changes to Improve Work</td>
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<tr>
<td>Handles Emergencies Effectively</td>
<td></td>
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<tr>
<td>Maintains Confidentiality</td>
<td></td>
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<tr>
<td><strong>TECHNICAL ABILITY</strong></td>
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<tr>
<td>Possesses Related Skills for Position</td>
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<tr>
<td>Has Specific Knowledge Required for the Job</td>
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<tr>
<td>Operates Equipment Required for the Job</td>
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<tr>
<td>Takes Advantage of Training Opportunities</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>HUMAN RELATIONS</strong></td>
<td></td>
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</tr>
<tr>
<td>Deals Courteously and Tactfully with Fellow Employees</td>
<td></td>
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<tr>
<td>Deals Courteously and Tactfully with Public</td>
<td></td>
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<tr>
<td>Deals Courteously and Tactfully with Students</td>
<td></td>
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<tr>
<td><strong>PROFESSIONALISM</strong></td>
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<tr>
<td>Supports School and District Goals</td>
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<tr>
<td>Develops Professional Goals</td>
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<tr>
<td>Models Appropriate Behavior for Students</td>
<td></td>
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</tr>
</tbody>
</table>
ADDITIONAL COMMENTS:

SUGGESTIONS FOR IMPROVEMENT:

PERFORMANCE IS: ___________________ Satisfactory ___________________ Unsatisfactory

I have received a copy of this evaluation and have been allowed to add comments. Comments must be submitted within ten (10) working days.

Comments attached: ___________________ Yes ___________________ No

Signature of Person Evaluated
(Signature does not necessarily indicate agreement.)

Signature of Evaluator

Date

Date

20
<table>
<thead>
<tr>
<th>Grievant(s):</th>
<th>Date of Formal Presentation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>School:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Immediate Supervisor:</td>
<td></td>
</tr>
<tr>
<td>Date(s) Alleged Violation Occurred:</td>
<td></td>
</tr>
<tr>
<td>Facts giving rise to the grievance:</td>
<td></td>
</tr>
<tr>
<td>Provision(s) of the agreement alleged to be violated:</td>
<td></td>
</tr>
<tr>
<td>Remedy (specific relief) requested:</td>
<td></td>
</tr>
</tbody>
</table>

**Distribution**: Immediate Supervisor; Association Representative; Superintendent; Grievant(s)
MEMORANDUM OF UNDERSTANDING

BETWEEN

CHIMACUM INDEPENDENT ASSOCIATION AND CHIMACUM SCHOOL DISTRICT

2019-20 PROFESSIONAL DEVELOPMENT PLAN

The District is committed to professional development for all staff. The District and will implement the requirements of HB 1115 for instructional paraeducators and develop a professional development plan that will support all members in their assignment.

<table>
<thead>
<tr>
<th>SCHOOL START-UP</th>
<th>LOCATION</th>
<th>PAYROLL</th>
<th>ATTEND</th>
<th>Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 26</td>
<td>District Day / Karl Schleich, Safe and Civil Schools (8-12) and (1-3)</td>
<td>Auditorium</td>
<td>Time Sheet</td>
<td>Para/AA/FS</td>
</tr>
<tr>
<td>August 27</td>
<td>Building Day</td>
<td></td>
<td>Time Sheet</td>
<td>Para/AA/FS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Early Release - Four Days</th>
<th>Building Directed</th>
<th>LOCATION</th>
<th>TIME/SHEET/ FUNDS</th>
<th>ATTEND</th>
<th>Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15</td>
<td>K-6 STEAM: Kim Weaver</td>
<td>TBD</td>
<td>Classified Staff should submit a timesheet for any additional time over their regularly scheduled day</td>
<td>Para</td>
<td>Ehls/Lynch</td>
</tr>
<tr>
<td></td>
<td>7-12</td>
<td>TBD</td>
<td></td>
<td></td>
<td>Carthum</td>
</tr>
<tr>
<td>October 16</td>
<td>K-6: K-6 STEAM: Kim Weaver</td>
<td>TBD</td>
<td>Location to be determined. Attendance required for AA and Paraeducators. Holly Patton will be in charge of training.</td>
<td>Para</td>
<td>Ehls/Lynch</td>
</tr>
<tr>
<td></td>
<td>7-12</td>
<td>TBD</td>
<td></td>
<td></td>
<td>Carthum</td>
</tr>
<tr>
<td>March 10</td>
<td>K-6 STEAM: Kim Weaver</td>
<td>TBD</td>
<td></td>
<td>Para</td>
<td>Ehls/Lynch</td>
</tr>
<tr>
<td></td>
<td>7-12</td>
<td>TBD</td>
<td></td>
<td></td>
<td>Carthum</td>
</tr>
<tr>
<td>March 11</td>
<td>K-6 STEAM: Kim Weaver</td>
<td>TBD</td>
<td></td>
<td>Para</td>
<td>Ehls/Lynch</td>
</tr>
<tr>
<td></td>
<td>7-12</td>
<td>TBD</td>
<td></td>
<td></td>
<td>Carthum</td>
</tr>
</tbody>
</table>

PARAEDUCATION STAFF TRAINING 2019-20 (Conference Days = No Students - Paid Staff Days)

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>October 31</td>
<td>FCS Course #1</td>
<td>WEA will provide this required training for all paraeducators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November 31</td>
<td>FCS Course #2</td>
<td>WEA will provide this required training for all paraeducators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>March 25</td>
<td>ProAct Training (12 hrs) Talk with Ann about after school training days.</td>
<td>Location to be determined. Attendance required for AA and Paraeducators. Holly Patton will be in charge of training.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOOD SERVICE STAFF TRAINING 2019-20 (Conference Days = No Students - Paid Staff Days)

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>October 31</td>
<td>Food Service Required Training</td>
<td>OSPI Standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November 31</td>
<td>Food Service Required Training</td>
<td>OSPI Standards</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LIBRARY PARAEDUCATOR STAFF TRAINING 2019-20 (Conference Days = No Students - Paid Staff Days)

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<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>October 31</td>
<td>Training to focus on Library Technology</td>
<td>Determined by Administrator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November 31</td>
<td>Training to focus on Library Technology</td>
<td>Determined by Administrator</td>
<td></td>
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</tbody>
</table>

ADMINISTRATIVE ASSISTANTS TRAINING 2019-20

<p>| | | | | |</p>
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<tr>
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</thead>
<tbody>
<tr>
<td>March 8-10</td>
<td>WASWUG CONFERENCE</td>
<td></td>
<td>Bellevue</td>
<td>Sunday-Monday-Tuesday</td>
</tr>
</tbody>
</table>

EARLY RELEASE 2019-2020 (Staff are released from duties early. Time to be made-up with Safe Schools Online Training)

<p>| | | | | |</p>
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<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>November 27</td>
<td>1/2 Day Early Release - Thanksgiving</td>
<td>Classified Staff Safe-Schools Make-up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May 15</td>
<td>1/2 Day Early Release - Rhody Fest</td>
<td>Classified Staff Safe-Schools Make-up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June 12</td>
<td>1/2 Day Early Release - Last Day</td>
<td>Classified Staff Safe-Schools Make-up</td>
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</table>

Three Waiver Days

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</thead>
<tbody>
<tr>
<td>October 31, November 1, March 25</td>
<td>Students do not attend school; days are paid for all staff</td>
<td>Early Release Days (4)</td>
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K-6 Early Release Days

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2019-20

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<tbody>
<tr>
<td>180 student days</td>
<td>3 MOU days (Building Day / District Day / ***)</td>
<td></td>
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<tr>
<td>**Food Service: Add 1 day after school is out to clean the kitchens.</td>
<td></td>
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<tr>
<td>**Para Days: Early Release Days (4)</td>
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<tr>
<td>**AA: WASWUG Sunday Conference</td>
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</table>

The District will provide two (2) six hour days for classified staff training that is mutually agreeable by the District and Employee (Refer to MOU). For the 2019-20 school year, one day will be designated to day two of ProAct Training. All time will be submitted on a time sheet and the employee's regular rate of pay. Overtime rules do not apply.

For the District: [Signature] 11/13/19

For the Association: [Signature] 11/13/19

Sign and Date

22
MEMORANDUM OF UNDERSTANDING
BETWEEN
CHIMACUM INDEPENDENT ASSOCIATION AND CHIMACUM SCHOOL DISTRICT

2019-20 EVALUATION PROCESS

The Chimacum School District (CSD) and the Chimacum Independent Association (CIA) mutually agree to the following:

For the 2019-20 school year, a committee made up of CSD administration and CIA stakeholders will research, plan and create an evaluation system and forms for CSD classified staff that will be applicable to various job classifications; paraeducators, administrative assistants and kitchen staff.

Draft documents will be submitted to the District and CIA bargaining teams for final approval no later than March 31, 2020.

Documents to be implemented for the 2020-21 school year.

FOR THE ASSOCIATION:

[Signature]
Association President

11-13-19
Date

FOR THE DISTRICT:

[Signature]
Representative

11-13-19
Date
MEMORANDUM OF UNDERSTANDING
BETWEEN
CHIMACUM INDEPENDENT ASSOCIATION AND CHIMACUM SCHOOL DISTRICT

2019-20 PROFESSIONAL DEVELOPMENT

For the life of the contract, paraeducators will receive two (six hour) professional development optional days each year to enhance and strengthen professional skills required to assist in student instruction and further district initiatives.

By October 1, of each year, paraeducators will meet with their administrator to discuss professional development growth plans for the year and come to a mutual agreement for their training, to ensure that the professional development meets the needs of the Employee and the District.

The District and CIA agree to meet yearly to review and assess the professional development program and the participation of the members.

FOR THE ASSOCIATION:

Association President

Date

FOR THE DISTRICT:

Representative

Date