

AGREEMENT

Between

OLYMPIA SCHOOL DISTRICT NO. 111

And

**OLYMPIA PARAEDUCATORS
ASSOCIATION**

SEPTEMBER 1, 2022 through AUGUST 31, 2025

PREAMBLE	4
ARTICLE I—ADMINISTRATION	4
Section 1 RECOGNITION	4
Section 2 MAINTENANCE OF STANDARDS	4
Section 3 CONFORMITY TO LAW	4
Section 4 DISTRIBUTION OF AGREEMENT	5
Section 5 AGREEMENT/ADMINISTRATION/INTERPRETATION	5
Section 6 STATUS OF AGREEMENT	5
ARTICLE II—BUSINESS	5
Section 1 RIGHTS OF THE ASSOCIATION	5
Section 2 ASSOCIATION SECURITY	6
Section 3 MANAGEMENT RIGHTS	6
ARTICLE III—PERSONNEL	7
Section 1 EMPLOYEE RIGHTS	7
Section 2 EMPLOYMENT PROCEDURES	7
Section 3 WORK AND OVERTIME	8
Section 4 BUS MONITORS	10
Section 5 1:1 STUDENT SPECIFIC PARAEDUCATORS	11
Section 6 TRANSPORTATION REIMBURSEMENTS	11
Section 7 PARAEDUCATOR SALARY SCHEDULES	12
Section 8 INSURANCE	13
Section 9 EVALUATION	13
Section 10 DUE PROCESS	14
Section 11 PERSONNEL FILES	15
Section 12 SENIORITY	15
Section 13 VACANCIES, NEW POSITIONS AND VOLUNTARY TRANSFERS	15
Section 14 LAYOFF AND RECALL	16
Section 15 REDUCTION IN HOURS	16
Section 16 EMPLOYEE PROTECTION	17
ARTICLE IV—LEAVES	18
Section 1 SICK LEAVE	18
Section 2 PARENTAL LEAVE	19
Section 3 BEREAVEMENT LEAVE (Not-accumulative)	19
Section 4 LEAVE OF ABSENCE	19
Section 6 JURY DUTY	19
Section 7 ASSOCIATION LEAVE	20
Section 8 HOLIDAYS AND VACATION	20
Section 9 DISABILITY LEAVE	20
Section 10 EMERGENCY LEAVE	21
Section 11 WASHINGTON PAID FAMILY MEDICAL LEAVE	21
ARTICLE V—GRIEVANCE PROCEDURE	21
Section 1 DEFINITION	21

Section 2 GRIEVANCE STEPS	21
Section 3 GRIEVANCE REQUIREMENTS	22
ARTICLE VI—DURATION, WAIVER AND COMPLETE AGREEMENT	23
Appendix A	24
Appendix B	25
Appendix C	26
Appendix D	27
Appendix E	28
Appendix F	29

PREAMBLE

Pursuant to RCW 41.56, the Public Employees Collective Bargaining Act of 1967, this document constitutes an Agreement between the Olympia School District, hereinafter called the "District and the Olympia Paraeducators Association (affiliated with the Educational Support Professionals/Washington Education Association/National Education Association), hereinafter called the "Association." The District and the Association both believe in the continuous work to be anti-racist in all possible capacities. Both parties understand the constant work of examining our own bias's and moving towards social justice, racial equity, and liberation of all peoples from forces of oppression.

ARTICLE I—ADMINISTRATION

Section 1 RECOGNITION

- 1.1 The District hereby recognizes the Association as the sole and exclusive bargaining representative for all District Paraeducators excluding any person who is assigned supervisory duties or whose duties as supervisor, administrative assistant or secretary necessarily imply a confidential relationship to the District.
- 1.2 Temporary employees are only covered by Article III Section 7 Salary, Section 8 – Insurance – when mandated by law, Article IV Section 1 Sick Leave, and Section 6 Jury Duty. A temporary employee shall be identified as a new employee hired after March 1, whose position has been posted as a temporary position to complete a school year with no intention to return the following year. A temporary employee's contract will be prorated through June. Temporary employees do not have in-district rights to open positions.
- 1.3 Substitute Paraeducators will not be covered by this agreement, except for liability insurance purposes while working for the Olympia School District.
- 1.4 For the purposes of this Agreement "employee," shall refer to all employees represented by the Association.

Section 2 MAINTENANCE OF STANDARDS

- 2.1 The District agrees that during the life of this Agreement wages and benefits expressly provided in this Agreement shall not be diminished within the limits of funds available; and the conditions of employment will be improved wherever express provisions and improvement are made in this Agreement.

Section 3 CONFORMITY TO LAW

- 3.1 This Agreement shall be governed and construed according to the Constitution and Law of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

- 3.2 In the event a provision(s) is determined to be contrary to law, the practice or provision shall be terminated and shall be renegotiated within a reasonable amount of time.

Section 4 DISTRIBUTION OF AGREEMENT

- 4.1 Promptly following ratification, the District shall duplicate this Agreement and post it on the Olympia School District website under Human Resources, Bargaining Contracts. Ten additional copies shall be provided to the Association. Two paper copies shall be sent to each worksite, one for the building administrator and one to be in an accessible location for any Paraeducator who works at the location. All employees new to the District shall be informed of the existence of this Agreement at the time of hire and its location on the website. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Printed copies shall be available upon request.

Section 5 AGREEMENT/ADMINISTRATION/INTERPRETATION

- 5.1 Upon written request by either party, the Association official(s) and District representative(s) shall meet to discuss problems relating to interpretation or application of this Collective Bargaining Agreement. When a request is made, the meeting shall be held within a reasonable amount of time.

Section 6 STATUS OF AGREEMENT

- 6.1 Any provision(s) of this Agreement that specifically and plainly conflicts with a District written policy or administrative rule will supersede said policy or rule.

ARTICLE II—BUSINESS

Section 1 RIGHTS OF THE ASSOCIATION

- 1.1 The District agrees to furnish to the Association, upon written request, available information concerning the District, evaluation forms applying to employees covered by this Agreement, the annual budget, end of the year fiscal report, directory of personnel, S-275 and current payroll information (current usage and benefit amounts provided employee) for the bargaining unit. The District agrees to provide the Association a copy of the monthly classified Personnel Action Report.
- 1.2 The Association shall have the right, contingent upon approval by the site administrator, to hold meetings on school property provided that such meetings are outside working hours of the employees.
- 1.3 The Association is allowed to use the District's inter-building mail service and District-authorized mail boxes for communication purposes in compliance with state laws and regulations and the terms and conditions of this Agreement, provided that the use of the mail service shall not disrupt or interfere with normal school District operation.
- 1.4 The Association will have the right to use District equipment such as technology equipment and photocopy machines pursuant to the following guidelines:

- A. Such use of District equipment shall be subject to the approval of the site administrator and shall not be approved when such use will interfere with the school program.
 - B. The Association shall reimburse the District for any cost to the District incurred by such use of equipment including the cost of any repairs or damages to equipment, which results from Association use.
- 1.5 The Association will designate a conference committee of two members and the president who may meet with the Superintendent and/or his designated representative on a mutually agreeable basis to discuss appropriate matters. Such meetings shall not be convened for the purpose of negotiations.
- 1.6 The parties agree that no waiver or variance to this agreement shall be approved or deemed valid without the agreement and approval of each party. The parties will develop collaboratively a process by which variances to this agreement will be considered.

Section 2 ASSOCIATION SECURITY

- 2.1 The District shall, upon written authorization of the employee, deduct from the employee's salary each pay period the dues required for membership.
- 2.2 The District shall upon receipt of an appropriate authorization form, make a monthly payroll deduction and transmit same to the designated recipient.
- 2.3 The District shall transmit the dues to the treasurer of the Association each pay period.
- 2.4 The Association shall indemnify and hold the District harmless from and against any and all claims, demands, charges, or suits instituted against the District which shall be based upon or arise out of any action taken by the District in accordance with or arising out of the foregoing provisions of this section.
- 2.5 The District will provide a minimum of 30 minutes of "reasonable access" to new employees during their first 30 days of employment, this time will be in conjunction with any District new employee orientation presentation and/or distribution of packets of information, either at an employee orientation session or another mutually agreed presentation by an OPA representative. OPA will provide the district with information that must be included in the documents provided to new employees during their new hire district orientation. Including, but not limited to a digital membership enrollment link, a one-page document on union membership, and information on how to contact OPA.
- 2.6 The district will provide OPA access to an up to date spreadsheet with the following information for new employees: employees full name, work site, hire date, start date and district email address.

Section 3 MANAGEMENT RIGHTS

- 3.1 The Board, acting on behalf of the electorate of the school District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the

regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States.

- 3.2 It is expressly agreed that all rights, except those rights clearly relinquished herein by the District, are reserved to and shall continue to vest in the District.

ARTICLE III—PERSONNEL

Section 1 EMPLOYEE RIGHTS

- 1.1 The District agrees that each employee has the lawful right to organize, join and support the Association for the purpose of legally engaging in collective bargaining or negotiations.
- 1.2 Nothing contained in this Agreement shall be construed to deny or to restrict any employee rights they may have under applicable laws and regulations.
- 1.3 Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee outside the workplace or the lack thereof shall be grounds for any discipline or unlawful discrimination by the District.
- 1.4 The parties acknowledge their responsibilities in terms of nondiscrimination and equal employment opportunity. All terms and conditions of this Agreement shall be administered and applied without regard to race, color, national origin, sex, disability, sexual orientation, gender expression or identity, religion, disability, veteran or military status, use of a trained guide dog or service animal, marital status, or age; does not tolerate sexual harassment in any form. Administration and application of the Agreement that is not contrary to federal or state law shall not be considered discrimination under this article. The private and personal life of any employee or their membership or participation in association activities is not within the appropriate concern or attention of the District unless their job performance is affected.
- 1.5 The District agrees not to contract out for services covered by this contract without having first conferred with the Association on that issue.

Section 2 EMPLOYMENT PROCEDURES

- 2.1 An employee shall be considered on probationary status for the first 90 school calendar days of employment and shall be subject to termination at the discretion of the employer.
- 2.2 By November 1, the District will provide the Association a seniority list ranking each employee from greatest to least seniority.
- 2.3 Any employee who is resigning shall give two weeks' notice. A resigning employee shall receive benefits to which they are entitled.
- 2.4 Existing staff will be made aware of, and considered for additional hours based on seniority prior to those hours being offered to individuals outside of the building.

Section 3 **WORK AND OVERTIME**

- 3.1 If practical not later than one week prior to the first day of student instruction, each employee will be notified in writing of their tentative hours of work, work site, and date to report to work. A definite work schedule will normally be assigned by September 30.
- 3.2 Employees will be given a week's notice if a change must be made in the work schedule, unless a change with less notice is required by an emergency. Employees will be given written notice if the change involves an increase or decrease in hours of such changes.
- 3.3 If a paraeducator is assigned to work overload hours, such hours will be counted for insurance, vacation and sick leave benefits beginning after fifteen (15) consecutive work days. The first fifteen (15) consecutive work days will be documented using the electronic timesheet reporting system.

Overload hours shall be first offered to Paraeducators within the building, based on seniority, scheduling availability and building needs. If no Paraeducator in the building is available the overload hours may be posted, in accordance with Article III, Section 10.

At the time of hire, the District will provide a letter to each new employee explaining the overload provisions in the contract.

- 3.4 All employees shall be allowed at least a one-half hour duty free lunch period within a working day of more than four hours, for which lunch period the employee shall not be paid. Employees will be granted rest breaks consistent with the employee's work assignment, ten minutes for each four hours of work time. Employees shall be entitled to a ten-minute rest period, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as close as possible to the mid-point of the work period. Each Paraeducator's schedule will reflect the rest period.

The District will ensure that employees shall be provided compensated, transition time, so that the employee is able to access their entire lunch and/or break periods.

- 3.5 When an employee is scheduled to travel from one work assignment to another, travel time shall be provided in addition to the employee's duty free lunch break. Paraeducators may claim mileage for required travel between work assignments. Mileage is to be reimbursed at the Internal Revenue Service current rate.
- 3.6 Fiscal resources permitting, each Paraeducator shall be provided an opportunity to participate in eighteen (18) hours per year of inservice training at regular pay. Six hours will be dedicated for district inservice, the remaining twelve hours may be applied at the employee's discretion. The District will reimburse all approved direct costs to employees whom it requires to take classes or trainings. The district shall provide specialized staff development opportunities for all OPA members to stay current with the best practices and promote professional growth. Up to two (2) hours of the available twelve (12) hours of staff development time will be provided in order to disseminate and discuss a school's School Improvement Plan (SIP) or similar document reflecting a school's goals, plans and initiatives.

3.7 Para Educator Certificate Program

- Beginning the 2023-24 school year, paraeducators who have completed the Fundamental Course of Study (FCS) 28 hours of training will receive a \$0.25 differential in hourly pay.
- Beginning the 2024-25 school year, paraeducators who have completed the General Paraeducator Certificate will receive a \$1.00 differential in hourly pay.

- 3.8 Each employee for whom constructive tasks are available shall maintain their regular hours of employment during conference week unless, prior to conference week, the employee requests shorter hours to conform to the student schedule. An employee who works shorter hours during conference week may either submit a time slip to deduct the number of hours not worked, or the employee's administrative supervisor shall direct alternate work responsibilities in lieu of shortened hours for those employees who do not want shortened hours. Any hours deducted will appear in the payroll warrant for the month submitted.

Employees will have the option of working up to four hours, on other than a student day, in exchange for release time from an early release day or a day that parent/teacher conferences take place. The use of this time shall be cooperatively planned with the principal or Paraeducator's direct supervisor.

Health room Paraeducators or LPN's working as HRA's may work an additional twelve (12) hours prior to the start of the school year and three hours at the end of the school year for the preparation and closure of the health room.

In a school that does not have an assigned RN, the LPN who oversees the health room may work an additional five days (inclusive of the 12 hours noted above) for preparation and closure of the health room.

- 3.9 Employees who chaperon for the Cispus Outdoor Program shall be compensated at their regular rate of pay, per hour, for their usual daily hours worked; for the remaining time, they shall be compensated at the base rate. Compensation is based on a twenty-four-hour (24) workday. Employees shall also receive the usual IRS mileage reimbursement.
- 3.10 The District shall provide adequate planning time for Paraprofessionals responsible for individual students, or groups of students, based primarily on - but necessarily not limited to - the total time and the particular requirements of individual, and group, direct instruction.
- 3.11 All Paraeducators required to participate in department meetings, staff meetings, IEPs and site-based meetings beyond their scheduled work day will be time slipped at their regular hourly rate of pay.
- 3.12 A stipend will be provided as compensation for unit members involved in staff development planning and presentations. When planning activities are necessary in order to prepare for staff development presentations, a stipend of \$50 per actual workshop hour will be provided to be shared equally among those involved in the planning process. If the planning activity occurs during the individual's scheduled workday, the individual must be in a leave without pay status to be eligible to receive stipend compensation. Compensation will also be provided at the individual's normal hourly rate during the workshop presentation as long as the workshop is conducted outside the normal workday.

- 3.13 The District agrees to pay the cost of the ParaPro Assessment, for all currently employed Paraeducators. Each Paraeducator shall be able to use any portion of the twelve (12) hours referenced above in Section 3.6 to participate in trainings or other activities designed to promote success on the ParaPro Assessment. Testing shall be provided within the Paraeducators workday.
- 3.14 In the event of snow or other such natural events, employees will make an effort to get to work on time, based on the site's inclement weather plan. When schools start late due to emergency conditions, employees will notify their supervisor that they may arrive late and take 1) a salary deduction for the time missed 2) work their regular scheduled time or 3) arrange with their supervisor to make up the time missed. If the employee cannot travel to work safely, they may choose to utilize emergency leave.
- When school closes early due to emergency conditions employees may, with the approval of their supervisor, leave early and 1) take a salary deduction for the time missed 2) work their regularly scheduled time if safety permits or 3) arrange with their supervisor to make up the time missed.
- 3.15 A) Paraeducators who report to work at their regular or notified time and are not put to appropriate Paraeducator work shall receive two (2) hours of pay.
- B) Paraeducator work will not be performed by other employees when a Paraeducator is available for bargaining unit work.
- 3.16 Paraeducators who are asked to extend their shift and substitute for another Paraeducator shall receive their regular rate of pay for such work performed. Total time worked may not exceed forty (40) hours per week.
- 3.17 Paraeducators who hold an Emergency Substitute Teaching Certificate will be compensated at the higher substitute teacher rate of pay when substituting in a certificated position. Each Resource room will designate a paraeducator to become emergency certified in the event a certificated staff member is absent.
- 3.18 Employees shall be provided reasonably functional, appropriately formatted, and printer compatible technology such as but not necessarily limited to laptops, work pads, and or tablets.

Section 4 BUS MONITORS

- 4.1 A) Any Paraeducator assigned to bus duty with one (1) hour or less between any bus duties will remain on the clock and remain at the worksite or on the bus. If a Paraeducator chooses to leave the site, the Paraeducator must clock-off and will not be paid for the layover time.
- B) Any Paraeducator assigned to bus duty may be assigned appropriate tasks during layover time for which the Paraeducator is paid at the regular hourly rate.
- C) When a vacancy occurs, or in the case of a new route, monitors shall receive consideration based on seniority as well as the ability to perform the duties of the job. For purposes of

this section only, determination of ability may include experience and capability in working with the behavioral and physical characteristics of student or students served on the trip or route. If the most senior and able monitor declines the trip/route, then the next most senior, able, and available monitor shall be offered the trip or route. Only if no regular and able bus monitor is available, will a substitute from outside the bargaining unit be utilized. Lastly, appropriate considerations of student and staff safety shall also serve as factors in determining such assignments.

D) Bus Monitors will use the True Time Timekeeping system to clock-in and out.

Section 5 1:1 STUDENT SPECIFIC PARAEDUCATORS

5.1 1:1 Student Specific Paraeducators (1:1 SSP), hold a unique bargaining unit position. A 1:1 SSP is assigned to the educational program being provided to a specific student. 1:1 SSP positions are contingent upon enrollment and presence of an individual student who has been determined through District level special education procedures to need student specific assistance.

1:1 SSP positions will be posted as such, with the posting to identify, to the extent reasonably possible, the unique requirements of the position. All qualified applicants from the bargaining unit will be offered an interview for the position. Qualifications for the position will include a consideration of any experience an applicant may have had with the student in question.

When the student whom a 1:1 SSP is assigned is not present at school, the 1:1 SSP shall receive pay for other work performed at the assigned school, or at the discretion of the principal, may choose to leave and use vacation if the 1:1 SSP has vacation available.

In the event that the student leaves or is no longer in need of one-on-one support, the 1:1 SSP who has been assigned to that student will be displaced and their name will be added to the displaced employees list in accordance with Article III, Section 14.

When an existing Paraeducator is temporarily assigned to a 1:1 SSP position, for one year or less, the existing position will be filled with a temporary or substitute employee. The existing Paraeducator will be allowed to return to his or her former position at the end of the temporary assignment.

When a 1:1 SSP position ends or is no longer needed for any reason, the termination ending of the position will not be considered as a "layoff" for purposes of Article III, Section 13 or a "termination" for purposes of Article III, Section 10.

5.2 1:1 SSP's will be given a copy of the IEP at a Glance. In addition, the Teacher or case manager will meet with 1:1 SSP to discuss goals and objectives related to the student's IEP.

Section 6 TRANSPORTATION REIMBURSEMENTS

6.1 An employee will, upon filing a travel voucher, be reimbursed for required travel due to assigned duties between one District building site and another. If another Paraeducator from the Association substitutes for the above employee, they will be reimbursed for required travel due to assigned duties between one District building site and another.

Section 7 PARAEDUCATOR SALARY SCHEDULES

The Salary Schedule is located in Appendix A of this agreement.

- 7.1 The salary/benefit settlement will be in compliance with applicable state regulations. In the event that competent legal authority finds the District to be out of compliance with such regulations, the District shall automatically adjust wage rates and/or insurance amounts after informing the Association. Should the Association disagree with such adjustment, the parties will meet to negotiate the amount and/or application of the adjustment. The adjustment shall remain in effect during negotiations.

Salary increase in 2023-24 SY is based on the Implicit Price Deflator plus 2.0%, compiled by the Bureau of Economic Analysis, United States Department of Commerce, as used to prepare the June 2023 forecast for fiscal year 2023-24 by the Washington State Economic and Revenue Forecast Council.

Salary increase in 2024-25 SY is based on the Implicit Price Deflator plus 1.0%, compiled by the Bureau of Economic Analysis, United States Department of Commerce, as used to prepare the June 2024 forecast for fiscal year 2024-25 by the Washington State Economic and Revenue Forecast Council.

The District agrees to pass through any salary increases that are funded and provided by the legislature.

- 7.2 Increments will be granted to all new employees who have worked 90 days or more in the previous school year.
- 7.3 Unless otherwise required by law, the seniority of an employee shall be defined as the length of the employee's continuous service within the bargaining unit. Breaks in service of one calendar year or less shall be considered as continuous employment. The parties agree that the following rules apply under RCW 28A.58.099 and the current agreement between the parties:

Step credit for salary schedule placement shall be granted to employees with prior service as regularly employed Paraeducators in Washington state school districts, including the Olympia District and similar experience working directly with students in K-12 programs in other school districts in or out of the State of Washington or accredited private schools.

Step credit for salary schedule placement shall be granted to any Paraeducator with prior work experience or District level certification related to specialized or technical job duties, in either the private or public sectors. Placement determination to be made by the Human Resources Office not subject to appeal.

To receive credit for prior service, Paraeducators shall provide proof of service (on forms to be supplied by the District) within 45 days of employment.

- 7.4 An annual stipend will be paid on the September payroll to those employees who hold an

Associate's Degree, Bachelor's Degree, or Teaching Certificate, provided the degree or certificate has been earned prior to the school year for which the stipend application is made. It is the employee's responsibility to apply for the stipend by September 1st. Stipends cannot be combined and will be as follows:

Associate's Degree	\$300.00
Bachelor's Degree	\$700.00
Teaching Certificate	\$800.00

Employees with degrees higher than a Bachelor's Degree may present their degree to Human Resources for consideration for stipend compensation at the \$800.00 level. Decisions regarding payment at the \$800.00 level will be made on an annual case-by-case basis based on the degree's relevancy to the position held within the District. Employees are responsible for submitting their request to Human Resources.

Section 8 INSURANCE

SEBB shall be administered consistent with applicable state law, including RCW 41.05, WAC 182.30.

- 8.1 As of September 25, 2020, benefits provided by the SEBB will include, but not be limited to:
- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - Basic Long-Term Disability
 - Vision
 - Dental, including orthodontia
 - Medical Plan

Section 9 EVALUATION

- 9.1 The site administrator or his designee shall annually report in writing to the Superintendent on the performance of each employee. This evaluation shall consist of a document identifying the employee's strengths and weaknesses. (see Appendix C). The evaluation shall be used as a path for areas of improvement, as well as an indicator of areas of success, for the Paraeducator. The employee shall have the opportunity to read the evaluation and discuss it with the administrator before it is sent to the Human Resources office. An employee may request an evaluation conference and/or written evaluation statement:

- A. In the event of voluntary or involuntary transfer to another position;
- B. When an employee resigns or is terminated;
- C. When a significant change in employee performance occurs.

- 9.2 All new employees shall be evaluated within 90 school calendar days of their hire date. This evaluation shall consist of a document identifying the employee's strengths and weaknesses (see Appendix C). The evaluation shall be used as a path for areas of improvement, as well as an indicator of areas of success, for the Paraeducator. The employee shall have the opportunity to read the evaluation and discuss it with the administrator before it is sent to the Human Resources office.

- 9.3 Evaluation is the responsibility of the evaluator as delegated by the Superintendent and should be structured to fit the requirements of the position. It is understood that at times nonadministrative certificated staff members may be used to evaluate a classified employee. In those cases, where a non-administrative certificated staff member is responsible for the evaluation process they may hold evaluation conferences. However, under no circumstances shall a non-administrative certificated staff member be included in an evaluation conference where an administrator is also attending. If probation or discharge appears to be likely an administrator will take over the evaluation process. All employees shall be provided an annual written evaluation by June 1. The employee and the evaluator shall sign the evaluation in acknowledgment of having reviewed the evaluation. The employee may, at their option, file a written statement to accompany the evaluation in areas where there is a disagreement with statements in the evaluation. The substance of an employee's evaluation shall not be subject to the grievance procedure contained in this Agreement.

Section 10 DUE PROCESS

- 10.1 No employee shall be disciplined, warned, reprimanded, suspended, reduced in compensation, discharged, terminated or adversely affected in any way without just and sufficient cause. In the event a principal or supervisor feels that a particular behavior is unacceptable on the part of an employee, special monitoring shall be initiated. Discipline of staff members shall normally be progressive in routine cases of unsatisfactory behavior or performance to consist of the following steps:
- (1) an initial informal conference with only the principal or supervisor (The principal and the employee must sign the Step 1 Conference form - Appendix F);
 - (2) if unsatisfactory behavior persists, special monitoring will be initiated by the principal or supervisor, a second conference will be held with the employee and a written note entered in the employee's building level personnel file as to the problem and directed remedy;
 - (3) if the subject behavior continues, a conference shall be held and a formal written reprimand shall be placed in the employee's district level personnel file specifying the problem, directed remedy, and possible consequences;
 - (4) should the employee's behavior continue to be unsatisfactory, the principal or supervisor shall recommend suspension with pay, suspension without pay or discharge whichever is considered by the District as appropriate. Prior to the implementation the reasons for suspension with pay, suspension without pay or discharge shall be in writing and delivered to the affected employee as prescribed in this Agreement.

Nothing in this section shall limit the District in taking immediate and severe disciplinary action in cases of sudden and/or extraordinary behavioral or performance problems. An employee shall have a right to have present a representative of their own choosing in any formal hearing as provided in the grievance procedure.

In the above section an employee may, upon their request, have a representative present at steps (2), (3) and (4) only. It is agreed that disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this agreement except matters relating to evaluation, probation or discharge which shall be subject to appropriate statutes, regulations and provisions of this Agreement.

Any complaint of a disciplinary nature made against a unit member, and the name of the complainant will be brought to the attention of the member within ten working days, except in cases where the complaint involves a serious violation of law and premature notification could jeopardize the necessary investigation. If an employee is not advised of the complaint in accordance with these standards, it shall not be used in future disciplinary actions or evaluations.

Section 11 PERSONNEL FILES

- 11.1 Employees or former employees shall, upon request, have the right to inspect all contents of their personnel file kept within the District. The employee may request in writing a photocopy of materials in the personnel file.
- 11.2 Employees will be provided a copy of any Letters of Reprimand or other evaluative materials, which are entered in the personnel file. The author of any such materials, and the date of entry, shall be noted on the documents filed.
- 11.3 The employee shall have the opportunity to attach their own written comments to material in the District personnel file. Such material shall be dated and signed by the employee.

Section 12 SENIORITY

Seniority is defined as the length of an employee's continuous service within the bargaining unit. Breaks in service of one calendar year or less shall be considered as continuous employment. In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing.

The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

Section 13 VACANCIES, NEW POSITIONS AND VOLUNTARY TRANSFERS

- 13.1 Written notices of vacancies and new positions within the bargaining unit shall be posted for not less than five (5) working days in each building where Association members are assigned, and at the Knox Administration Building. Hard and/or electronic copies of job postings will be sent to the Association President through District mail or mailed to the President's home during the summer. Postings shall contain a general job description, including, to the extent possible, any unique requirements for a particular position. To be considered for a vacancy or new position, the applicant must:
 - A. Contact Human Resources and ask to have their name added to the interview list by the closing date.
 - B. Possess the skills and qualifications applicable to the vacant or new position.
- 13.2 Employees who are applicants shall receive consideration on the following: first seniority; and second, must be qualified to perform the available work. The Olympia Paraeducator Association

President will be provided with a listing of individuals selected for new or vacant Paraeducator positions via the Classified Board Report. Evaluations made by current or previous supervisors of in-district employees may be utilized in final hiring decisions in lieu of District required reference checks.

In the event of voluntary transfers the senior qualified person will be awarded the position and will be given a reasonable trial period not to exceed ten (10) working days to demonstrate their ability. Qualifications may be determined by review of experience, skills, abilities, and work history in the interview process. In the event of voluntary transfer, employees awarded the position will be given an opportunity to relinquish the position and return to their former position if their former position has not been filled.

All qualified applicants from the bargaining unit will be offered an interview prior to outside applicants being considered. Qualifications will be determined by the District and not subject to appeal.

Section 14 LAYOFF AND RECALL

14.1 The term "layoff" as used herein refers to action by the Board reducing the number of employees in the District, owing to financial restrictions or other serious problems as determined by the board.

14.2 In the event the District should determine that layoffs are necessary the principle of seniority (length of service) shall be applied in cases of layoff for lack of work and for rehire when work becomes available. In situations such as listed above employees must be qualified to perform the available work in order to exercise seniority rights.

In the event of recall, employees may return to the recall list, without loss of seniority ranking, one time. If this option is chosen in excess of one time, employees will be returned to the bottom of the recall list with loss of seniority.

14.3 Employees to be laid off shall receive advance written notice of no less than fifteen (15) calendar days. The Association shall be presented with a layoff list no less than fifteen (15) calendar days prior to employee layoffs.

14.4 Employees having additional skills, and/or qualifications may report such skills and/or qualifications in writing to the Human Resource Office by September 20. Written documentation and/or verification of skills and qualifications are required.

14.5 Employees who have been laid off will be given seven (7) calendar days to answer written notice of recall and will return to work when notified or face loss of seniority.

Section 15 REDUCTION IN HOURS

15.1 The following guidelines shall apply to any Paraeducator who is displaced due to reduction or elimination of their hours at the building level:

- 1) Employees shall be placed on a displaced list for one year.

- 2) Displaced Paraeducators may contact Human Resources and apply for any open Paraeducator position for one year from the date they were displaced.
 - 3) Displaced Paraeducators will be given no more than forty-eight (48) hours to respond to an offer of employment prior to the District considering external candidates.
 - 4) Displaced Paraeducators will be considered for employment first by seniority and must be qualified to perform the available work.
 - 5) The pool of qualified candidates must be exhausted prior to a position being offered to external or non-bargaining unit candidates.
- 15.2 In the event of reduction of Paraeducator hours at the building level, the following guidelines will apply within the building only:
- 1) Paraeducator(s) with the least amount of seniority at the building level will have their hours reduced before more senior Paraeducators or those with specialized skills.
 - 2) When additional reduction in Paraeducator hours at the building level is necessary every effort will be made to maintain the minimum hours necessary to maintain benefits for as many Paraeducators as possible.
 - 3) Every effort will be made to maintain the current level of hours for the most senior Paraeducator in a building.

Section 16 EMPLOYEE PROTECTION

- 16.1 The employer agrees to provide for employees covered by and during the term of this Agreement liability insurance in the amount of not less than one million dollars (\$1,000,000) in case of suit arising from or in the performance of duties. This coverage shall apply for any employee on or off District premises, provided such employee at the time of the act or omission was involved in an authorized school-related activity.

- 16.2 Employees may be required to dispense or administer medication only as appropriately trained and authorized by state law.

Employees who provide health/medical services will be provided training annually, as required by law, prior to providing services to students. All applicable Washington Administrative Code requirements will be followed in providing these services. This training shall occur during the employees' regular work hours, or be compensated at their regular rate of pay.

Annually, the District shall offer First Aid/CPR classes at no cost to Health Room Paraeducators and Student Specific Paraeducators. This training shall occur during the employees' regular work hours, or be compensated at their regular rate of pay.

- 16.3 No employee will be required to assist with personal hygiene care, toileting and non-invasive procedures unless the employee is properly trained to perform those services as determined by the building principal. Future job postings will include job descriptions, which indicate these responsibilities as job requirements and/or essential job functions.
- 16.5 The District recognizes the right, and will not discourage efforts to utilize the right, of any employee to file criminal or civil charges against any person who assaults, threatens or harasses the employee on school property, school transportation or while the employee is performing their duties.

The District and the Association support a safe work place for all employees. Employees shall be provided information, which is necessary for them to work successfully with students. Information impacting an employee's safety working with student(s) shall be provided to the employee.

ARTICLE IV—LEAVES

Section 1 SICK LEAVE

- 1.1 At the beginning of each school year when the employee reports for duty, each employee shall be credited with an advanced sick leave allowance of 12 days with full pay to be used for absence caused by illness, injury, quarantine, disability, family illness, or emergency. (The number of allowed sick leave hours is computed as follows: 12 days X the number of hours per day in a person's base, i.e. a 4 hour per day Paraeducator receives 48 hours of sick leave per year.) Each employee's portion of the unused sick leave allowance shall accumulate from year to year without limit. Sick leave cash-out will be granted as authorized by law.

Upon separation from the District, employees having used more sick leave than would be allotted based on the total number of work days completed, a deduction of these overpaid funds will be applied to your final paycheck.

Individual employees may donate up to six days of sick leave each year in accordance with applicable state regulations. Donations may be made on the Shared Leave Transfer Form (see Appendix D). Days donated to a specific individual and not used shall be returned to the donor.

- 1.2 Employees covered by this Agreement shall be granted sick leave in the event of absence for personal illness, accident or temporary disability in the family household or other members of the immediate family. The District agrees that each building will establish a procedure to be followed when employees require the use of sick leave. These procedures will seek to ensure that ill employees are not required to contact their own substitutes. After five consecutive days of absence a written verification by a doctor may be required.
- 1.3 An employee, who is unable to perform their duties because of personal illness, or other disability may request leave of absence without pay, at the exhaustion of sick leave.
- 1.4 An employee who is absent from work due to an injury covered by State Industrial Insurance may collect accrued sick leave for the days missed less the amount of any worker's compensation award made for disability due to said injury.
- 1.5 Accumulated sick leave is transferable from one school district to another from one agency to another as provided by state law.
- 1.6 At the time of separation from District employment due to retirement or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury: PROVIDED, that an employee shall be entitled to all the benefits conferred by

this section as of the effective date of this act. Such remuneration will be deposited into the employees VEBA account if selected in the annual vote.

Section 2 PARENTAL LEAVE

- 2.1 An employee requesting parental leave, including adoption, should give notice to the District at least two (2) weeks prior to the commencement of said leave. Employee shall submit their request for leave to the Human Resources Director.

Section 3 BEREAVEMENT LEAVE (Not-accumulative)

- 3.1 The following are guidelines for bereavement: up to five (5) days of bereavement leave with pay will be granted for each occurrence of death in employee's or spouse's immediate family. Immediate family is defined as parent, sibling, spouse, domestic partner, child, stepchild, grandchild, grandparents and spouse's parents.
- 3.2 One day will be granted for bereavement for a person of close personal ties. The Human Resource Director or designee shall consider extensions on a case-by-case basis.
- 3.3 In cases where emergency factors of long distance are involved, the employee may request up to (2) additional days leave.

Section 4 LEAVE OF ABSENCE

- 5.1 An employee covered by this Agreement may request permission to be absent from employment without payment for up to two years, subject to approval by the Superintendent and/or his designee. Said request shall be for a legitimate reason, but subject to securing the proper replacement so as not to interfere with the efficient execution of the job requirement. A condition of the leave of absence will be that the employee notifies the District of their intent to return for the following school year by May 1st.
- 5.2 Approval shall be consistent and equitable for all employees. Leave may be granted as legitimate when there appears to be no other reasonable time for the purpose requested, but shall not be time off for the purpose of other employment.
- 5.3 An employee returning from a leave of absence will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified; the employee shall be reinstated to a position as nearly equivalent as possible in the duties, hours and wage to that held at the time the request for leave of absence was approved.

Section 6 JURY DUTY

- 6.1 Any employee covered by this Agreement who has been called for jury duty will be excused from work to serve. No salary deduction shall be made. The District shall endeavor to make necessary substitute arrangements.

Section 7 ASSOCIATION LEAVE

- 7.1 Association leave requests must be in writing and must be received by the Superintendent or his designee prior to such requested leave. Association leave shall be without loss of pay or benefits and shall not exceed 120 hours for the school year, and must be approved by the Superintendent or his designee. In cases wherein an employee may be called upon to serve on a committee, panel, or other advisory body, concerning issues relevant to education, the Superintendent may extend the employee's allotted hours beyond 120 hours, as the parties may deem necessary. The Association shall reimburse the District for the cost of the released employee's substitute.

Section 8 HOLIDAYS AND VACATION

- 8.1 All employees shall receive the following paid holidays, which fall within their work year:

New Year's Day	Juneteenth	Thanksgiving
Martin Luther King, Jr. Day	Labor Day	Day after Thanksgiving
President's Day	Veterans Day	Christmas Day
Memorial Day		

- 8.2 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either the last school day preceding the holiday or the next school day succeeding the holiday in the current school year and is not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee is ill and is unable to work on either of such shifts and their absence previous to such holiday by reason of such illness has not been longer than 30 regular workdays.
- 8.3 Vacation compensation, at the rate of six days per year (based on the employee's regular workday) shall be added to the June payroll warrant. For payment in June, any employee wishing to take leave in June must notify the payroll office of the leave no later than May 30. Up to 5 days of vacation may be taken during the school year with the approval of the employee's supervisor. Vacation compensation will be earned based on seniority as follows:

5	years seniority	seven days
6	years seniority	eight days
7+	years seniority	nine days

Section 9 DISABILITY LEAVE

- 9.1 Any employee covered by this Agreement shall be entitled to use sick leave for a temporary disability. Written notification of need for sick leave for the purpose of a temporary disability shall be at least three weeks prior, if possible, to the date of intended absence. Sick leave may be used for the period of actual disability and recovery there from. An employee exhausting sick leave may request an unpaid leave of absence as provided in Article IV, Section 5, 5.1 of this

agreement. The District may require a physician's certification of an employee's disability and necessary recovery period.

Section 10 EMERGENCY LEAVE

- 10.1 In the event of an emergency, an employee may apply for emergency leave. An emergency is defined as an unforeseen situation calling for immediate action that must be taken care of during working hours. Documentation of emergency leave under this section shall be made in writing to the building administrator (see Appendix E). If approved, up to three emergency leave days can be deducted from sick leave.

Section 11 WASHINGTON PAID FAMILY MEDICAL LEAVE

- 11.1 Washington State Paid Family and Medical Leave (PFML). Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay 50% of the premium.

ARTICLE V—GRIEVANCE PROCEDURE

Section 1 DEFINITION

- A. A grievant is an employee or group of employees having a grievance.
- B. A grievance is an alleged violation of a term(s) of this Agreement.

Section 2 GRIEVANCE STEPS

Step 1 - Informal Discussion

No later than 20 working days from the alleged violation of a term(s) of this Agreement, the grievant shall first discuss the grievance with their immediate supervisor (the principal or other designated administrator). Every effort should be made at this level to resolve the grievance.

Step 2 - Line Administrator's Level

If no settlement is reached in Step 1, the grievant shall reduce to writing a statement of the grievance (see Appendix B), providing the following information:

- 1. The facts upon which the grievance is based.
- 2. Reference to the term(s) of the Agreement alleged to have been violated.
- 3. The remedy sought.

Within ten working days after the Step 1 discussion, the employee shall submit the written grievance to the next appropriate line administrator (as designated by the Superintendent). The line administrator will provide opportunity for the employee to discuss the grievance. The employee may request that an OPA representative be present at this discussion. The administration will have ten working days from submission of the written grievance statement to resolve the dispute and indicate in writing the disposition of said grievance.

Step 3 - Superintendent's Level

If no settlement has been reached in Step 2 within the specified time limit, the grievant may, within ten working days after the Step 2 discussion, submit the written grievance to the Superintendent. The Superintendent or his designee(s) shall have ten working days after receipt of the grievance to resolve said grievance by indicating, in writing, the disposition thereof.

Step 4 - Binding Arbitration Level

If no settlement has been reached in Step 3 within the specified time, the grievance may be submitted by the Association within 15 working days to final and binding arbitration by an arbitrator furnished by the Washington State Public Employment Relations Commission. The 15-day period shall commence upon receipt of the written statement required under Step 3. The following stipulations shall govern:

1. The arbitrators shall be furnished by the Washington State Public Employment Relations Commission at no cost to either party, unless both the District and the grievant mutually agree upon an alternative method of selecting an arbitrator.
2. The arbitrator shall have no authority except to pass upon alleged violations of the term(s) of the Agreement.
3. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute their judgment for that of the employer, except those matters in which the employer has clearly relinquished its authority through an express term(s) of this Agreement.

Section 3 GRIEVANCE REQUIREMENTS

- 3.1 The representative of the OPA shall have reasonable opportunity to be present at all District scheduled grievance meetings after Step 1.
- 3.2 All documents, communications and records dealing with any grievance shall be handled in a confidential way and filed separately from the personnel files of the participants; provided that in the event the decision should result in information relevant to the employee's misconduct or inadequate performance, a copy of the decision may be placed in the employee's file.
- 3.3 No reprisals of any kind shall be taken by the Board or the school administration against any employee filing a grievance.
- 3.4 No reprisals of any kind shall be taken by the employee or the Association as the result of information presented by the Board or the school administration during the course of the grievance.
- 3.5 The employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the time limitations set forth deprive the arbitrator of authority to hear the grievance.

ARTICLE VI—DURATION, WAIVER AND COMPLETE AGREEMENT

The terms and conditions of this Agreement shall be implemented upon signing by the parties and board ratification and shall terminate August 31, 2025.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as otherwise provided herein.

This Agreement may be otherwise altered, changed, added to, deleted from or modified at any time only with mutual consent of the parties.

The Agreement shall be reopened at least 90 days prior to August 31, 2025, upon notice by the Association for the purpose of negotiating a successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

Attest:

For the Association:

For the District:

Mario Mejia, Co-President

Patrick Murphy, Superintendent

Date

Date

Denise Pigue, Co-President

Date

Signed copies on file with Human Resources and Olympia Paraeducator Association leadership. 02/01/23

Appendix A

2022-23 OPA Salary Schedule							
Steps	1	2	3	4	5	*10	**15
Paraeducator	\$21.29	\$21.89	\$22.50	\$23.13	\$23.78	\$24.44	\$25.12
LPN	\$27.33	\$27.88	\$28.43	\$29.00	\$29.58	\$30.37	\$31.18
*10 years from OPA Seniority Date							
**15 years from OPA Seniority Date							
Ed Stipends:							
AA-\$300; BA-\$700; MA-\$800 (only if in Education); Teaching Cert-\$800							

Appendix B

**OLYMPIA PARAEDUCATORS' ASSOCIATION
GRIEVANCE FORM**

Name of Grievant: _____

Date of Grievance: _____

Worksite: _____

Supervisor: _____

Facts upon which the grievance is based.

Reference to the terms of the Agreement alleged to have been violated.

The remedy sought.

Signature of Grievant: _____ Date: _____

OLYMPIA SCHOOL DISTRICT NO. 111

ParaEducator Evaluation Form

Employee _____ Date _____ Annual _____ 90-Day _____

Location _____

KEY: NA = non applicable RI = requires improvement S = satisfactory

COMMENTS		
NA	RI	S
QUALITY AND QUANTITY OF WORK: Works accurately with neatness. Uses time efficiently.		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WORK HABITS: Is regular in attendance. Can be relied upon to handle other phase of work when needed Is willing to accept responsibility. Maintains the confidentiality of the position.		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TECHNICAL ABILITY: Possesses related skills for the position. Operates equipment required for the position. Takes advantage of training opportunities.		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUMAN RELATIONS: Receives constructivism well. Deals courteously and tactfully with fellow employees. Deals courteously and tactfully with public. Deals courteously and tactfully with students.		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OVERALL COMMENTS

Supervisor's Signature _____	Date _____	Employee's Signature _____	Date _____
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DISTRIBUTION Original to: Human Resources Office
Copies to: Employee and Principal/Supervisor

PLEASE READ CAREFULLY BEFORE FILLING OUT DONATION FORM.
If you have any questions, please call Human Resources at
360-596-6185.

Purpose: The purpose of the Washington State leave sharing program is to permit state employees, without significantly increasing the cost to the state for leave, to come to the aid of another state employee:

1. who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition
2. who has been called to service in the uniformed services
3. consequence of domestic violence, sexual assault, or stalking

AND where the fact of either 1, 2, or 3 has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

You may donate vacation leave or accrued sick leave.

1. Donations are processed by hours.
2. Do not contribute vacation hours which would reduce your balance to less than 10 days (80 hours), or the prorated equivalent if you are less than full-time, or contribute any excess vacation hours that you would otherwise be unable to use because of any approaching anniversary date.
3. Do not contribute accrued sick leave hours which would reduce your balance to less than 22 days (176 hours).
4. All unused days donated to a specific person will be returned to the donor.
5. No employee shall receive a total of more than 522 days of leave during length of employment.

OLYMPIA SCHOOL DISTRICT NO. 111
SHARED LEAVE TRANSFER FORM

I authorize the Olympia School district to transfer _____ hours of my eligible earned:

(check one) ☐ Sick Leave
☐ Vacation Leave

Donation For: ☐ Unrestricted Pool Donation

☐ Specific Donation For: _____
Print Name of Requestor

Donation From: _____
Print Name of Donor Building Location

Signature of Donor Date

For Official Use Only:

By: _____
HR Designee

Appendix E

EMERGENCY LEAVE REQUEST

I was absent from my duties on _____ due to an emergency. I wish to deduct _____ hours of leave from my sick leave balance.

Reason for absence:

Print Name: _____
(Paraeducator)

Signature: _____

Date: _____

Print Name: _____
(Administrator)

Signature: _____

Date: _____

Appendix F

DUE PROCESS CONFERENCE FORM (Article III, Section 10)

**Olympia School District
Due Process Conference Form**

Employee's Name: _____

Supervisor's Name: _____

We affirm that a Step I conference was held on this date: _____
See Article III, Section 10, Due Process

Briefly summarize the discussion below:

Employee's Signature: _____

My signature indicates that I have seen this summary. It does not necessarily indicate agreement with the findings. I know that I am permitted to attach a written response, which shall accompany this report.

Supervisor's Signature: _____