

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MOUNT VERNON SCHOOL DISTRICT NO. 320

AND

PUBLIC SCHOOL EMPLOYEES OF
MOUNT VERNON

PARAEDUCATORS #824

SEPTEMBER 1, 2018 - AUGUST 31, 2021 cø00L e



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| DECLARATION OF PRINCIPLES | |

3 The Board of Directors of Mount Vernon School District No. 320, hereinafter known as the
"District",
4 and the Public School Employees of Mount Vernon, an affiliate of Public School Employees of
5 Washington, hereinafter referred to as the "Association", subject to law and the consideration of
6 service to the public, requires maintenance of orderly and constructive relationships. These
7 relationships will be directed toward the purposeful enhancement of the EMPLOYER-EMPLOYEE
8 relationship, and to promote the general efficiency, morale and security of the employee, as well
9 as the employee's positive and zealous contributions to the public interest through their work.

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13 PREAMBLE

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15 This Agreement is made and entered into between Mount Vernon School District No. 320 (hereinafter
16 "District") and Public School Employees of Mount Vernon, an affiliate of Public School Employees
17 of Washington (hereinafter "Association").

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19 In accordance with the provisions of the Public Employees Collective Bargaining Act (Chapter
41.56 20 RCW) and regulations promulgated pursuant thereto, and in consideration of the
mutual covenants 21 contained therein, the parties agree as follows:

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25 ARTICLE 1

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27 RECOGNITION AND COVERAGE OF AGREEMENT

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29 Section 1.1.

30 The District hereby recognizes the Association as the exclusive representative of all employees in
the 31 bargaining unit described in Section 1.3., and the Association recognizes the responsibility
of 32 representing the interests of all such employees.

33

34 Section 1.2.

35 Nothing contained herein shall be construed to include in the bargaining unit any person whose
duties 36 necessarily imply a confidential relationship to the Board of Directors or Superintendent
of the District 37 pursuant to RCW 41-56.030(2).

38

39 Section 1.3.

40 The bargaining unit to which this agreement is applicable shall consist of all classified employees
in 41 the following general job classifications:

42

43 Paraeducators, Bus Monitors, Volunteer Coordinators, SLPAs, ELL School/Home Liaisons and
44 substitutes as hereinafter defined in Section 1.3. I .

45

46 Supervisors are excluded.

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Section 1.3.1. Substitutes.

2 Substitute classified employees employed for more than thirty (30) days of work in one 3
classification within any twelve (12) month period ending during the current or immediately
4 preceding school year, and who continue to be available for employment as substitutes, are 5 regular
part-time employees of the District and shall be included in the bargaining unit. The 6 following
provisions shall constitute the only terms of the Agreement that shall apply to 7 bargaining unit
substitutes:

8

- 9 Section 1.1. Recognition and Coverage of Agreement
- 10 Section 1.3. Recognition and Coverage of Agreement
- 11 Section 1.3.1. Recognition and Coverage of Agreement
- 12 Section 3.1. Rights of Employee
- 13 Section 3.4. Non-Discrimination
- 14 Section 4.1. Association Representation
- 15 Section 11.1. Self-Organization Rights
- 16 Section 13.1. Salaries and Employee Compensation
- 17 Section 13.2. Salaries
- 18 Section 15.1. Term and Separability of Provisions

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20 Seniority will not be observed in any case for substitutes.

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22 Application of Grievance Procedure

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Substitute employees in the bargaining unit shall only have the right to use the grievance
procedure contained in Article XII on matters specifically contained in the above named 25
Sections and so far as the matter brought to grievance specifically arises out of their
service as 26 a substitute.

Dismissal. The District retains the right to terminate the employment of a substitute at its sole 29
discretion.

Schedule A: Attached.

Substitute Employees Paid Sick Leave

A. Each Substitute employee shall accrue one hour of paid sick leave for every forty hours 35
worked. A maximum of forty (40) hours may be carried over into the following school 36 year.

B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired 38
as a full time or part time regular employee.

C. When a substitute separates from employment, accrued sick leave cannot be cashed out,
however if the employee is rehired within twelve months of separation previously accrued
41 unused paid sick leave shall be reinstated. Substitute employees do not have sick leave
cash 42 out rights and are not eligible to participate in sick leave incentive programs.

43 D. Substitute employees are entitled to use their accrued, unused paid sick leave beginning
on
44 the 90th calendar day after the start of their employment. After this 90-day period, the 45
employer must make accrued paid sick leave available to substitute employees for use 46
within the current pay period.
47

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- 2 i. All Employees must be scheduled to work to use their accrued, unused paid sick
leave for authorized purposes.
- 3 ii. The Employer may not discipline or document in the employee's evaluation
for 4 utilizing paid sick leave.

5
6 Section 1.4.

7 The District agrees to provide job descriptions for all positions covered by this Agreement to
the 8 President(s) of the Association.
9

10 If a new position is established by the District during the term of this Agreement or if a current job
11 description is significantly changed, the Agreement shall be reopened to negotiate the wage. No new
12 position shall be posted until a wage has been negotiated and agreed upon.
13

14 Section 1.4.1. Job Review.

15 Any employee who believes their job has changed significantly may request re-evaluation.
16 Requests for re-evaluation of existing positions shall be made in writing by the employee to
the
17 Superintendent's designee and the Association President(s). A Job Review Committee, made
18 up of two (2) representatives from the District and two (2) representatives from the
19 Association, shall review those positions whose responsibilities and/or skills requirements
may 20 have changed significantly. The final recommendations of the Committee shall be
advisory 21 and shall be non-binding on both parties.
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23

24 **ARTICLE 1 1**

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26 **MANAGEMENT RIGHTS**
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28 Section 2.1.

29 It is agreed that the customary and usual rights, powers, functions and authority of management are
30 vested in management officials of the District. Included in these rights in accordance with applicable
31 laws, regulations and the provisions of this Agreement is the right to direct the work force, the right
to

32 hire, promote, retain and assign employees in positions; the right to suspend, discharge, demote or
take
33 other disciplinary action against employees; and the right to release employees from duties because
of
34 lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency
of 35 the District operation by determining the methods, the means and the personnel by which such
36 operation is conducted.

37
38 Section 2.2.
39 The right to make reasonable rules and regulations shall be considered acknowledged functions of
the
40 District. In making rules and regulations relating to personnel policies, procedures and matters of
41 working conditions, the District shall give due regard and consideration to the rights of the
Association 42 and the employees and to the obligations imposed by this Agreement as well as
the obligations 43 imposed by District Policies and Procedures and Washington State Laws.

44
45 Section 2.3.
46 The Association agrees that there will be no strike, work stoppage or slowdown, boycott or
picketing 47 against the School District during the life of the Agreement. The School District, in
turn, agrees that 48 there will be no lockout during the life of this Agreement.

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ARTICLE 1 1 1

2 3 RIGHTS OF THE EMPLOYEE

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5 Section 3.1.
6 It is agreed that all employees subject to this Agreement shall have and shall be protected in
the 7 exercise of the right, freely and without fear of penalty or reprisal, to join and legally
assist the 8 Association.

9
10 Section 3.2.
11 Each employee shall have the right to bring matters of personal concern that relate to the
employee's 12 work to the attention of appropriate Association representatives and/or
appropriate officials of the 13 District.

14
15 Section 3.3.
16 Employees subject to this Agreement have the right to have Association representatives or
other 17 persons present at discussion between themselves and supervisors or other
representatives of the 18 District as hereinafter provided in the grievance procedure.

19
20 Section 3.4.

21 Neither the District, nor the Association, shall discriminate against any employee subject to this
22 Agreement on the basis of age, creed, religion, race, color, national origin, sex, marital status, sexual
23 orientation including gender expression or identity, honorably discharged veteran or military status,
or
24 the presence of any sensory, mental or physical disability or use of a trained guide dog or service 25
animal by a person with a disability , the duties of which may be performed efficiently by an
individual 26 without danger to the health or safety of the physically handicapped person or others.

27
28 Section 3.5.

29 The District shall maintain a single personnel file which shall be kept in the Personnel Office
and 30 which shall be controlled by the Superintendent or designee.

31
32 Building administrators or supervisors may keep or maintain "working files" relative to those
33 employees for which they hold responsibility to evaluate. Such working files are not part of the
34 employee's personnel file, are subject to review upon request by the employee, and are
not of use 35 within the disciplinary/grievance procedure unless formalized.

36
37 In an effort to address problem areas prior to formalization into personnel files, the following steps
will 38 be taken:

39
40 1 . The District will make every effort to alert employees to any item that has a potential for
41 discipline in a timely manner.

42
43 2. The administrator or supervisor will offer/provide support through coaching, clarification of 44
procedures and/or additional information. Such support may extend into the next school year.

45
46 3. Should the employee refuse decline the support, a written summary of the complaint will be 47
placed in the official Personnel File. Such summary will include employee signature of the 48
complaint. However, the signature does not represent employee agreement.

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Section 3.5.1.

Employees, upon request, have the right to inspect all contents of their complete personnel files kept within the District, in the presence of an administrator or district representative. During the review, employees shall be allowed to request copies of any materials therein and shall be permitted to make a written inventory of any material there, and, on request, have such inventory signed and dated by a district representative.

If ten (10) or more copies are requested and made, the employee shall pay ten (\$0.10) cents per page to the District.

Employees shall be given a copy of all material added to the official personnel file at the time such material is added to the file. Employees shall have the right to respond in writing to all additions in the personnel file. Such employee responses shall be made a part of the file.

Section 3.6.

19 Employees have the right to request the Superintendent to review their file and remove
20 derogatory materials.

21

22 Section 3.7. Evaluations.

23 The District shall provide each classified employee with an annual written evaluation. All
24 evaluations

25 shall use the forms included as Attachment A of this Agreement. The employee evaluation shall be
26 completed at least ten (10) days prior to the conclusion of the employee's contracted work year. As
27 part of the annual evaluation, a conference between the supervisor and the employee shall
28 be held. A

29 copy of the evaluation must be given to the employee at the conference or within ten (10) working
30 days of the evaluation conference. The District will make every effort to alert employees to
31 performance concerns prior to the annual evaluation. An overall performance that is rated as
32 unsatisfactory and therefore requiring improvement must be followed by a written plan of
33 improvement in the area(s) noted. The parties have a goal to collaboratively develop the plan of
34 improvement. In the absence of agreement, the District has the right to establish and implement
35 the plan.

34

35 Section 3.8.

36 The District will make reasonable efforts to create a work environment that is free of unsafe or
37 hazardous conditions. Any employee who believes that a condition is unsafe or hazardous must
38 notify

39 his/her immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to
40 such

41 notification within five (5) workdays. If the employee determines that the supervisor's actions or
42 answer does not correct the problem, the employee may contact the next level of management or
43 administration. Every employee has the right to make these reports without fear of reprisal.

44 Additionally, employees who believe that an emergent working condition is unsafe have an obligation
45 to bring the condition to the attention to the immediate supervisor. The supervisor will then act to
46 resolve the issue.

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46 Section 3.9. Surveillance and Monitoring Systems.

47 The use of surveillance and monitoring systems in District operated facilities and vehicles are for
48 the

purpose of reducing discipline problems and providing a safe environment for students and staff and

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1 may be placed where there is not a reasonable expectation of privacy such as parking lots, entrances, 2
3 exits, hallways, offices, gymnasium, cafeterias, libraries and other public shared or common spaces. 3
4 Furthermore, surveillance and monitoring systems are a tool to assist in monitoring students on the bus
5 and in buildings to document student behavior. Information from surveillance and monitoring
6 systems

5 will not be used for the purpose of staff discipline except as part of an investigation into allegations
6 of
7 cases of misconduct as defined by RCW 50.04.294. All PSE employees will be informed of the use
8 of
9 such systems

9 For emergency situations, the district utilizes a Duress Button system. When pressed the Duress
10 Buttons place 911 Icalls and display video camera images from the location of the activated 11 Duress
11 Button to 911 dispatch center and the Mount Vernon Police Department; camera images 12 may be
12 viewed in support of dispatching and emergency response actions.

13
14 Any intentional disabling or modifying of such systems by an employee outside of their assigned 15
15 duties may result in discipline. Law enforcement and emergency responders may access such systems
16 in performance of their duties.

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ARTICLE 1 v

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ASSOCIATION REPRESENTATION

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Section 4.1.

24 The Association has the right and responsibility to represent the interest of all employees in the
25 unit; to

26 present its views to the District on matters of concern, either orally or in writing; and to enter
27 collective negotiations with the objective of reaching an agreement applicable to all
28 employees within the bargaining unit.

29

Section 4.2.

30 Duly authorized representatives of PSE shall be authorized to transact official union business on
31 school

32 property when District employees are not performing assigned duties, provided that this shall not
33 interfere with or interrupt normal work or school procedures, and shall upon request, be required
34 to present proper identification. No group meetings shall be allowed during working hours
35 without administrative permission.

36

Section 4.3.

37 The Association will designate a Conference Committee representing each classification who will
38 meet

39 with the Superintendent of the District and/or the Superintendent's representatives on a mutually
40 agreeable regular basis to discuss the administration of this Agreement. Whenever possible,
41 meetings

will be scheduled outside the employee's regular work hours. If meetings occur during the regular

42 work hours of the employee, he/she shall not receive any interruption in his/her pay or benefits to
43 participate in the meeting. Additionally, the parties agree that employees who attend conference
44 committee meetings during their regular work hours are expected to make up missed work time.

45

46 In a commitment to provide ongoing collaboration efforts between the Union and District regarding
47 mutual areas of interest, the following opportunities will be available to employees:

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- 1 1. Team-building, problem-solving, clarification of roles/responsibilities, development of
2 common goals, and performance feedback to support professional growth.
- 3 2. Professional growth activities that include, but are not limited to, Dignity in the Workplace,
4 Restraint Training, Paraeducators in the Classroom, Safe and Supportive Learning
5 Environment, and other topics identified through a needs assessment of the employee group.
- 6 3. Participation in school and District level decision-making processes such as student
7 calendar input, site council, student assessment, individualized educational program
8 planning, strategic planning initiatives, and school/department goal areas.
- 9 4. Contract maintenance meetings to foster a culture of mutual respect in the Mount Vernon
10 School District.

11

12 Section 4.4.

13 The District will provide each member of the bargaining unit with an electronic link to the
14 Agreement within thirty (30) days of its ratification by both parties. PSE will provide the
15 District with the Agreement.

16

17 The PSE logo will be on the cover of the final agreement.

18

19 Section 4.4.1.

20 Effective June 7, 2018, the school district will notify union leadership of new hires following
21 each School Board meeting. Within ten (10) days of notification the union shall be provided
22 a
23 thirty (30) minute meeting during the bargaining unit employees work time to meet with new
24 employees in either an individual or group setting at a mutual location. The
25 principal/supervisor
26 for the new employee(s) and union representatives shall be notified to ensure employee
27 coverage needs are met; the ten (10) day window may be extended by mutual agreement to
28 support scheduling needs. Mount Vernon PSE Paraeducator/Bus Monitor union
29 representative shall suffer no loss in pay for participating in these meetings.

28

29 Section 4.5.

30 Named officers of the Association will be provided a total of four (4) days time off to attend

31 Association sponsored meetings. The Association will reimburse the District the wages of any
32 employee who attends such meetings. No more than two (2) employees shall be allowed to attend
such
33 meetings at any one time. Determination on the release of employees to attend such meetings will
be 34 made by the District in order to maintain the District operations. Such request will be made at
least 35 three (3) days in advance.

36
37 Section 4.6. Bulletin Board.

38 The District shall provide a bulletin board space in each school for the use of the Association. The
39 bulletins posted by the Association are the responsibility of the officials of the Association. Each
40 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
41 bulletins may not be posted. The responsibility for prompt removal of notices from the bulletin
boards 42 after they have served their purpose shall rest with the individual who posted such notices.

43
44 Section 4.7.

45 The District shall provide the President of the Association with a list of all new employees
within 46 fifteen (15) working days of hire.

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ARTICLE V

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3 APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION

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5 Section 5.1.

6 It is agreed and understood that matters appropriate for consultation and negotiation between the
7 District and the Association are policies, programs and procedures relating to or affecting hours, 8
wages, grievance procedures and working conditions of employees in the bargaining unit subject
to 9 this Agreement.

10

11 Section 5.2. School Calendar.

12 The parties agree that PSE shall have equitable representation with other employee groups in the
13 development of the school calendar.

14

15 Section 5.3. Budget Impact.

16 The parties agree to meet prior to June 1 to discuss and share with employees the potential
impacts of 17 any District budget decisions. The parties further recognize that additional
modifications to the 18 District budget may occur up to the time of budget adoption by the School
Board.

19

20 Section 5.4.

21 When assembling an interview team, the following parties will be invited: District (Administrator/

22 Supervisor) representation, PSE representation (Chapter Leadership including classification
23 representative appropriate for posting) and other staff as determined by the District with the
24 following 24 parameters:
25

- 26 1. Confidentiality procedures will be followed for all candidates.
- 27 2. The selection process shall be identical for all candidates.
- 28 3. When appropriate, tasks and assessments may be utilized as part of the selection process.
- 29 4. When utilized, all candidates will participate with testing requirements.
- 30 5. Qualified (based on job postings and written descriptions) internal candidates shall be
31 interviewed by seniority until the position is filled.
- 32 6. PSE representation shall receive at least two (2) working days notice prior to interviews.
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ARTICLE v 1

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HOURS OF WORK

39

40 Section 6.1.

41 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two
42 (2) 42 consecutive days of rest, Saturday and Sunday.
43

44 Section 6.2.

45 Each employee shall be assigned a definite location and regular work schedule and work week,
46 which
47 shall not be changed without prior notice to the employee of five (5) working days, except during
48 the
49 first two (2) weeks of the student school year and in emergency situations. Provided, however, that
50 such notification of changes in location or work schedule may be waived at the sole discretion of the

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51 employee. However, daily tasks may be changed at the discretion of the Supervisor to
52 coincide with 2 school district needs and building use without being subject to the five (5)
53 working day notice 3 requirement above.
54

55 Section 6.3.

56 Shifts over four (4) consecutive hours shall receive a thirty (30) minute uncompensated lunch
57 period as 7 near the middle of the shift as practicable.
58

59 Shifts of more than three (3) consecutive hours shall receive one (1) rest period as near the middle of
60 the shift as practicable. Shifts of more than six (6) consecutive hours shall receive two (2) rest periods,

11 which shall occur as near the middle of each half shift as possible. Rest periods shall be fifteen (15)
12 minutes in duration.

13

14 The District and PSE will meet and confer regarding schedules which impact passing times, break
and 15 lunch times to ensure that employees have said time built into their schedule.

16

17 Section 6.3.1.

18 Employees required to work through their regular lunch periods will be given time to eat at a
19 time agreed upon by the employee and supervisor. In the event the District requires an 20
employee to forgo a lunch period and the employee works the entire shift, including the lunch
21 period, the employee shall be compensated for the foregone lunch period.

22

23 Section 6.3.2. Flex Time.

24 Flex time is defined as adding/deleting employee work time on one day and adjusting the
25 employee's schedule on another day to exactly make up for the addition/deletion of work
time. 26 Scheduling of flex time shall be mutually agreed to by the employee and their
supervisor.

27

28 Documentation of flex time will be made on the flex time form and signed by the employee
and

29 their supervisor. Adjustments to balance the additions/deletions shall occur prior to the last
30 work day in May. Additional time worked during the school year that is not matched with
31 additional time taken off during the school year will be paid with June payroll. Employees
that 32 don't make up deletions of work time will have their pay adjusted appropriately.
Flex time and 33 flex time adjustments shall not create overtime situations.

34

35 Employees may request flex time in order to meet the building needs. The request must be 36 made
in advance and approved by the building administrator. Normally adjusted hours may 37 not cause
the employee to work in excess of forty (40) hours per week. The building 38 administrator shall have
the sole discretion to approve or deny flex time.

39

40 Section 6.4.

41 In the assignment of additional time or overtime, the District agrees to provide the employee with
as 42 much advance notice as practicable in the circumstances.

43

44 Section 6.5.

45 Employees shall be paid for all hours worked. All hours worked in excess of forty (40) hours per
week 46 shall be compensated at the rate of one and one-half (1-1/2) times the employee's base
pay.

47

48

1 At the end of each school year, bus monitors will complete a checkout list at the Transportation
2 Department for one (1) hour rate of pay.

3

4 Section 6.6.

5 Before the start of each school year bus monitors will have a bid day to obtain their am/pm, midday
6 and "add-on" routes, simultaneous to the drivers' bidding for routes. Bidding is only open to the
7 previous year's contracted bus monitors and bus monitors must be present to bid on routes. Bid
day

8 shall not conflict with the open bid day for paraeducators. Before the October 10th payroll deadline,
a 9 second full bid will occur. If positions remain open after the bidding process is completed, these 10
positions will be posted.

11

12 If an "add-on" is attached to an existing route, by driver seniority, the bus monitor on that route
will 13 receive the "add on". If an "add on" is not attached to an existing route, the "add-on" shall be
posted 14 within the transportation department on the Parapro Position Bid Form in Article IX,
Section 9.6.3.

15

16 Bus monitors shall receive hours which are comparable to minimum bus driver hours for each
am and 17 pm and midday contracted route. In the event a route does not go the full comparable
minimum hours, 18 the bus monitor shall be assigned other duties within their contracted schedule to
fulfill their time. 19 Each contract shall include a calculation of "roll-up time" to the nearest quarter of
an hour at the end of 20 the am, midday, and pm route.

21

22 If there are 30 minutes or less between assignments, the bus assistant hourly rate
continues 23 uninterrupted.

24

25 If a bus monitor's actual contracted time is altered due to a driver's alternate schedule (i.e., early
or late 26 programs), the bus monitor will either:

27

28 A. Leave with a deduct;

29

30 B. Perform additional work as assigned by the Transportation Supervisor up to the regular fixed
31 route time.

32

33 Bus monitors called in to fill another route but subsequently excused after reporting to duty, shall
be 34 paid one (1) hour rate of pay for an am, midday, or pm call out.

35

36 Section 6.7.

37 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like,
the

38 District will make every effort to notify each employee to refrain from coming to work. Employees
39 reporting to work absent timely notification shall receive a minimum of two (2) hours pay
at base rate

Section

40 in the event of such a closure; provided however, no employee shall be entitled to any such
 41 compensation if the District has issued notification of the closure prior to the employee leaving home
 42 for work. Employees are expected to monitor radio, television and/or the school closure websites for
 43 notification of school closures and delays. If an employee is unable to report to work at his/her
 44 regular
 45 start time, because of weather-caused road conditions on a day when schools are not closed, the
 46 employee shall have the opportunity within two (2) weeks of the event to arrange to make up the
 47 time
 missed at a time and on a date mutually agreeable to the employee and his/her supervisor, provided
 the
 employee is in a position in which make up work is available and not administratively burdensome
 to

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1 provide. If the employee chooses not to make up the time missed, the employee shall take an
2 appropriate leave or deduct for the missed time.

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6 ARTICLE v 1 1

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8 HOLIDAYS AND VACATIONS 9

10 Section 7.1. Holidays.

11 All employees shall receive the following paid holidays that fall within their work year:

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- | | | |
|----|---------------------------|-----------------------------|
| 13 | 1. Labor Day | 7. Day after Christmas Day |
| 14 | 2. Veterans' Day | 8. New Year's Day |
| 15 | 3. Thanksgiving Day | 9. Martin Luther King Day |
| 16 | 4. Day after Thanksgiving | 10. Presidents' Day |
| 17 | 5. Christmas Eve Day | 11. Friday of Spring Recess |
| 18 | 6. Christmas Day | 12. Memorial Day |
| 19 | | 13. Independence Day |

20

21 Section 7.2. Worked Holidays.

22 Employees who are required to work on the aforementioned holidays shall receive the pay due
23 them for the holiday, plus time and one-half time their base rate for all hours worked on such
24 holidays (two and one-half time").

25

26 Section 7.3. Pay for Holidays.

27 Earned holiday pay shall be prorated equally over twelve (12) months for eligible employees.

28

29 Section 7.4. Vacations.
30 Vacation compensation shall be paid to eligible employees on a pro-rata FTE basis equally spread
31 over 31 twelve (12) months. Vacation compensation shall be computed on the following basis:
32
33 Number of hours worked per day multiplied by one hundred and eighty (180) days divided by 2080
34 hours. The resulting figure shall be multiplied by the number of vacation hours the employee would
35 be eligible for based on years of service with the District. The resulting figure shall be multiplied by
36 the employee's regular hourly wage rate. The years of service vacation credit can be
37 determined as follows:

38
39 1-5 years 10 days
40 6-8 years = 13 days
41 9-13 years = 15 days
42 14 years = 16
43 days
44 15 years = 17
45 days
46 16 years = 18
47 days
17 years = 19
days
18+ years = 20
days

11
I,

7.4.1.

2 For every regular workday from which an employee is absent on sick leave, bereavement leave,
3 or emergency leave, the hours of the employee's normal work shift shall be credited as if 4
4 worked.

6 Section 7.4.2.

7 Time on layoff and time on authorized leave of absence will be counted as continuous
8 service for the purpose of establishing and retaining eligibility dates.

12

ARTICLE v 1 1 1

13

14

LEAVES

15

16 Section 8.1. Sick Leave (Illness or Injury).

Section

17 Sick leave shall be granted to each employee at the rate of one (1) day of sick leave for each
18 calendar 18 month worked; provided, however, that no employee shall accumulate less than
19 ten (10) days of sick
20 leave per school year. New employees hired during the year shall receive prorated sick leave
21 benefits.
22 Sick leave shall be vested when earned and may be accumulated up to the legal maximum. The
23 employee shall be entitled to the projected number of days of sick leave at the beginning of the
24 school
25 year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's
26 normal daily work shift; provided, however that should an employee's normal daily work shift
27 increase
28 or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in
29 accordance with the employee's normal daily work shift at the time the sick leave is taken, and the
30 accumulated benefits will be expended on an hourly rather than a daily basis. After five (5)
31 consecutive days of sick leave, a doctor's note may be required. In addition to emergencies as defined
32 in Section 8.2, sick leave may be used for illness of, injury to, or disability of the employee, or the
33 employee's immediate family including spouse, parent, grand-parent, sibling, child, anyone else
34 living 30 in the immediate household as a member of the employee's family or any person to whom
35 the 31 employee stands in the relationship of legal guardian/ward, or parent-in-law.

32
33 Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or
34 injury, shall notify their immediate supervisor at the earliest possible moment stating the reason. For
35 planned surgeries or anticipated disablements which will necessitate sick leave, the affected
36 employee
37 shall notify his or her immediate supervisor a reasonable time before the leave of the anticipated
38 dates
39 during which leave will be required, usually thirty (30) days in advance for planned or anticipated
40 38 disablements or maternity leave (Section 8.5.)

Section 8.1.1. Family Care.

41 An employee is authorized to utilize sick leave for the following reasons: To provide care for
42 a
43 family member with mental or physical illness, injury, or health condition; care of a family
44 member who needs medical diagnosis, care or treatment of a mental or physical illness, injury
45 or health conditions; or care for a family member who needs preventative medical care
46 needed
47 to provide care for a family member with a mental or physical illness, injury, or health
48 condition. Family means any of the following:

to 2 a. A child, including a biological, adopted, or foster child, stepchild, or a child
whom the employee stands in loco parentis, is a legal guardian, or is a de facto

3 parent, regardless of age or dependency status;

4 b. A parent, including a biological, adoptive, de facto, or foster parent, stepparent,
or

5 legal guardian of an employee or the employee's spouse or registered domestic
6 partner, or a person who stood in loco parentis when the employee was a minor
7 child;

8 c. A spouse;

9 d. A registered domestic partner;

10 e. A grandparent; 11 f. A grandchild; or 12 g. A Sibling.

13

Section 8.1.2.

15 In the event an employee terminates employment after having used more sick leave days than 16
would have otherwise been earned, an adjustment to salary due but unpaid, or other procedures 17 for
repayment, will be implemented as appropriate.

18

Section 8.1.3.

19 At the time of separation from school district employment due to retirement or death, an 21
20 employee eligible to retire or the employee's estate shall receive remuneration at the rate
employee equal 22 to one (1) day's current monetary compensation for each four (4) days accrued
sick leave.

23

Section 8.1.4. Sick Leave Attendance Incentive Program.

24 In January of the year following any year in which the minimum of sixty (60) days of sick
25 leave is accrued, and each January thereafter, any eligible employee may exercise an option
26 to 27 receive remuneration for unused sick leave accumulated in the previous year at the
rate equal to

28 one (1) day monetary compensation of the employee for each four (4) full days of accrued
sick

29 leave in excess of sixty (60) days. Sick leave for which compensation has been received shall
30 be deducted from accrued sick leave at the rate of four (4) days for every one (1) day
monetary 31 compensation. Employees shall receive payment for their accumulated sick
leave no later than 32 their March paycheck.

33

Section 8.2. Emergency Leave.

34 Emergencies are those events which are suddenly precipitated, or which is of such a nature that
35 preplanning could not relieve the necessity for the absence. The problem must be one of major 37
36 importance and not a mere convenience. Emergency leave shall be non-cumulative and shall be 38
charged against sick leave. Additional time may be granted by the Superintendent.

39

Section

40 In case of emergency as defined above, it shall be the responsibility of the employee to notify their
41 immediate supervisor as soon as possible regarding their absence. In order to be eligible for
42 emergency leave, written application to the Superintendent/designee must be made within fourteen
43 (14) days of return to work. Determination of approval will be by the Superintendent/designee
based 44 on preceding criteria; such emergency leave will be limited to a maximum of four (4) days
per year. 45 Additional paid time may be granted by the Superintendent/designee.

47
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Section

8.3. On-The-Job-Iniury/Illness.

2 In the event an employee is absent for reasons which are covered by Industrial Insurance, the District
3 shall pay the employee an amount equal to the difference between the amount paid the employee by
4 the Washington State Department of Labor and Industries (L & I) and the amount the employee
5 would normally earn to the limit of the accumulated temporary disability leave. The employee shall bring
6 the L & I check stubs or record of payment to the District Administrative Office. A deduction shall be
7 made from the employee's accumulated temporary disability leave in accordance with the amount
8 paid to the employee by the District.

Section 8.3.1.

10 In the event a regular employee is absent from work because of an L & I work-related injury,
11 a temporary replacement may be used on a substitute basis. If the employer has knowledge the
12 employee will be absent from work for an extended period of time as verified by a physician's
13 statement (30 consecutive working days or more), the District will post a "Leave
14 Replacement" 15 vacancy for the duration of the leave.

16
17 Upon release to return to work, the regular employee will resume his/her regular work
18 assignment and schedule. If the regular employee is released to a "light duty" assignment
19 only for a period of time, the District and employee's supervisor shall review work assignment and
20 schedule to determine if a "light duty" assignment can be accommodated. If "light duty" 21
22 accommodation is made, a substitute or the leave replacement employee shall continue in
23 current position until such time as the regular employee is released to regular duty.

Section 8.4. Bereavement Leave.

24 Each employee shall be entitled to a maximum of five (5) days leave with pay upon each occasion
25 of
26 the death of an employee's spouse, child, step-child, parent, step-parent, grandparent, sibling, family-
27 in-law or any person living in the immediate household as a member of the family. In the event of
28 the death of other close relatives or close personal friend, the employee shall be allowed up to one (1)
29 day.

30 An additional two (2) days may be granted for extenuating circumstances (i.e., out-of-state travel)
31 at the discretion of the Superintendent/designee. All bereavement leave shall be by notification
32 and arrangement between the employee and principal/supervisor.

Section 8.5. Maternity Leave.

33 An employee requesting maternity leave shall give written notice to the District as far in advance
34 as

Section

35 possible and at least thirty (30) working days prior to commencement of the leave. The request for
36 leave should include: A) anticipated date of birth, B) estimated date leave is to begin; and
37 C) estimated date of return from leave.

38
39 The employee may continue to work until, in the judgment of the employee's physician, her work
or 40 her health are in any way impaired by her condition.

41
42 Sick leave shall be granted, if the employee is eligible for such, for the time the employee's
physician 43 certifies that the employee is unable to perform her normal duties as an employee
because of her health 44 or disability.

45
46 Employees may use maternity leave in conjunction with an unpaid leave of absence as
provided in 47 Section 8.8.

14 of 33
1,

1 Section 8.6. Paternity Leave.

2 A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about the
3 date of the birth of his child. Such leave shall be deducted from sick leave or emergency leave. In
4 unique situations, the employee may request additional days by submitting a written application
to the 5 Superintendent or designee.

6
7 Section 8.7. Adoptive Leave.

8 Ninety (90) days non-paid leave shall be granted an employee who adopts a child under the age of
six 9 (6). The employee shall submit a written request to the Superintendent/designee.

10
11 The District shall be notified when adoption proceedings have begun, and the leave shall begin
at the 12 natural break in the school year or on a mutually agreed upon date.

13
14 At the discretion of the District, adoption leave may extend up to ninety (90) days beyond the
initial 15 ninety (90) day leave. The exact date of the employee's return will be determined in
consultation with 16 the Superintendent/designee and the employee's immediate supervisor.

17
18 In the event adoptive parents are both employees of the District, they shall together be entitled
to a 19 total of ninety (90) days leave and leave shall be granted to only one (1) parent at a time.

20
21 Section 8.8. Childcare Leave.

22 Ninety (90) days of non-paid leave shall be granted an employee to care for a newly born child.
The 23 leave must commence immediately following the childbearing disability leave.

24
25 The leave request shall be directed to the Superintendent/designee. Such request shall be made in

26 writing as soon as the employee knows that a leave will be requested and no later than thirty (30)
27 days before the anticipated delivery date. The request shall state the dates during which the
28 employee intends to take childcare leave.

29

30 Section 8.9. Leave of Absence.

31 Upon recommendation of the immediate supervisor through administrative channels to the
32 Superintendent, and only upon approval of the Board of Directors, any employee who has
completed

33 two (2) years of service with the District may be granted a leave of absence for a period up to but
34 not to exceed one (1) year; provided, however, if such leave is granted due to extended
illness, one (1) 35 additional year may be granted.

36

37 Section 8.9.1.

38 An employee returning from a Board approved leave of absence shall be assigned to the
39 position occupied before the leave of absence. In the event the position does not exist in the
40 District, the employee will be assigned to a position substantially comparable to
the position 41 held before the leave of absence.

42

43 Current employees shall be allowed to move to a leave of absence assignment (subject to 44
seniority provisions in Section 9.5.), provided that only one (1) such employee may do so for 45 each
leave of absence.

46

15 of 33
1,

8.9.2.

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while 3
on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while 4
the employee is on a leave of absence; provided, however, that if such leave is approved for 5
industrial accident or industrial illness, seniority shall accrue.

6

7 Section 8.10. Judicial Leave.

8 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is
named

9 as a codefendant with the District, such employee shall receive a normal day's pay for each day
of 10 required presence in court. In the event that an employee is party in a court action, such
employee may 11 request an appropriate leave.

12

13 Section 8.11. Personal Leave.

47

48

Section

14 Two (2) days of personal leave, with pay, shall be granted each year. New employees hired after
15 December 31 but before the end of the current school year shall be granted one (1)
16 personal leave day 16 for the balance of the school year.

17
18 Personal leave is not intended to be used for other employment or to extend a vacation or holiday.
19

20 Application for personal leave entered in the online absence reporting system shall be processed
21 forty-eight (48) hours in advance (unless personal leave is being utilized in conjunction with
22 bereavement,

23 maternity or paternity leave). If the personal leave is for two (2) or more consecutive days, the
24 employee shall give their building principal advance notice (verbal or written). Personal leave may
25 not

26 be used during the first five (5) or the last ten (10) workdays of the student school year. The District
27 may exercise the option to limit personal leave to five (5%) percent of the represented employee
28 work

29 force, except for the months of April, May and June, when the District may limit personal leave to
30 no

31 more than two (2) employees per work site. However, in extraordinary circumstances (i.e., child's
32 graduation), the Superintendent/designee may grant personal leave beyond the above
33 requirements.

34 Employees may carry over up to three (3) leave days not to exceed a total of five (5) personal
35 leave 31 days in any one (1) year.
36

37 Any employee having the value of more than three (3) days of personal leave in their balance as
38 of June 30 will have the hours above three (3) days deducted and will be paid their hourly rate for
39 the 35 hours above three (3) days from the prior year with the July payroll.

40 Appropriate work plans shall be prepared by the employee and left for the employee's substitute
41 prior 38 to the leave date.
42

43 Section 8.12. Leave Sharing.

44 All voluntary leave sharing among school district employees shall be in strict compliance with
45 current 42 RCW 41.04.660.
46

47 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a
48 relative or household member suffering from an extraordinary or severe illness, injury, impairment,
49 or

50 physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault,
51 or stalking; or a fellow employee who has been called to service in the uniformed services, which
52 has

53 caused or is likely to cause the employee to take leave without pay or terminate his or her
54 employment.

ARTICLE 1 x

PROBATION, SENIORITY, LONGEVITY AND LAYOFF PROCEDURES

Section 9.1.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 9.2.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days following the hire date. The employee shall receive an evaluation after sixty (60) work days in the presence of their supervisor. During this probationary period the new hire is not eligible for any new/vacant positions unless mutually agreed and the District may discharge such employee at its discretion.

Section 9.3.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 9.4.

The seniority rights of an employee shall be lost for the following reasons:

- A. Discharge for justifiable cause;
- B. Resignation from employment;
- C. Retirement; or
- D. Change in job classification within the bargaining unit as hereinafter provided.

In the event that two (2) or more employees have the same hire date, seniority shall be decided by drawing numbers. The employee drawing the highest number shall have greater seniority. The District and PSE will make every effort to ensure that employees listed as having identical hire dates are accurate. Such determination shall be final in all future determinations of seniority.

Section 9.4.1.

Seniority rights shall not accrue for the following reasons, without limitations:

Section

- 37 A. Time on leave of absence granted for the purpose of serving in the Armed Forces of
38 the
39 United States;
40 B. Time spent on other authorized leaves; or
41 C. Time spent in layoff status as hereinafter provided in Sections 9.6 through 9.6.3.

42 Section 9.4.2.

43 In situations where time is lost by reason of judicial leave, industrial accident or industrial
44 illness, seniority credit shall continue to accrue as outlined in Section 8.9.2.

45
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Section

1 **Section 9.5.**

2 Seniority rights shall be effective within the general job classification. As used in this Agreement,
3 general job classifications are those set forth in Article I, Section 1.3. and equivalent positions
shall be

4 those set forth in Schedule A. Other differentiations within the paraeducator group related to
5 Article IX for special education child specific positions, intervention specialist positions, or
6 special education self-contained classroom positions are specifically described in the
agreement below.

7

8 **Section 9.6.**

9 Seniority shall be the first consideration in all matters of job promoting, assignment to new or
open 10 jobs and positions, layoff, addition or reduction in hours, rehire, and special services
(including 11 overtime), providing the employee meets the qualifications.

12

13 If the District determines that seniority rights should not govern because a junior or outside applicant
14 has demonstrated ability, performance and/or qualifications related to the job description and/or
15 posting, substantially greater than a senior employee, the District shall set forth in writing to the
16 employee or employees its reasons why the senior employee or employees were bypassed. The 17

District shall also notify the Association President(s) in writing of the bypass. Disputes regarding
18 qualifications shall be resolved through the grievance procedure (Article XII).

19

20 **Section 9.6.1. Higher Level Positions.**

21 Employees who apply for a higher level position shall demonstrate their ability to meet
the 22 qualifications of a higher level position through a mutually agreed upon
selection process.

23

24 **Section 9.6.2.**

25 The District shall publicize all new and open positions that are part of the bargaining unit for
at

26 least five (5) days prior to any selection process occurring. All postings will list necessary
job

27 qualifications and all qualified employees can apply and will be considered for all open

28 positions including: intervention specialist positions, special education child specific
positions

29 or special education self-contained classroom positions. Vacancy job postings will be

30 advertised and employees may apply for vacancies on the district's job application system. If
31 the most senior applicant will be awarded the position based upon their demonstrated
ability to 32 meet the job qualifications, supervisors may waive interviews with other in-
district applicants.

48

Section

33 The District may also limit the number of candidates interviewed. If the number of candidates 34 is limited the District will interview all of the candidates meeting the minimum qualifications 35 who are senior to the least senior candidate interviewed.

36

37 Positions that come available after spring break and are not filled for the remainder of the 38 school year will be listed at the August bidding event and awarded based upon seniority.

39 Positions that come available after spring break that require verification of demonstrated
40 ability, successful performance or particular qualifications, will be posted rather than included 41 on the bidding list. Such positions and the rationale for posting will be shared with the PSE 42 president(s) prior to posting.

43

44 To provide stability for the student instruction and district programs, employees will be
45 limited to two (2) building or lateral position change in assignment per school year (inclusive of August Open Bid) unless the change would result in an increase in hourly rate or hours per day, or as mutually agreed by the Union and Administration.

47

18
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9.6.3.

2 Increases of one (1) hour or more to a job assignment during any school year shall be
3 considered a new position and shall be posted in accordance with the terms of this Agreement.

4

5 Additional work time of less than one (1) hour shall be offered within building by seniority
6 where current schedules are not disrupted by email notification or by using the form, "Parapro
7 Position Bid for Additional Building Hours". Increases to currently staffed child specific 8 positions, intervention specialist positions, and self-contained classroom positions shall first be 9 offered to the staff holding those specific positions.

10

11 For the Bus Monitor Classification Only:

12 Daily needs for bus monitors will be posted at a time that allows all bus monitors to view.
13 If

14 there is a late addition, the leadership team will notify bus monitors. Assignments will be
15 awarded at a mutually agreed upon time by the Union and District, daily and by seniority. A 15 daily needs route cannot conflict with a bus monitor's regularly contracted time.

16

17 Bus monitors will place their seniority number by their selection. The most senior bus
18 monitor

47

48

Section

will be awarded the work unless the most senior bus monitor is in overtime, then the next senior bus monitor in line will be awarded the extra work. If no bus monitor accepts the route, the District will assign the route as needed.

In case of the absence of a contracted bus monitor, contracted bus monitors will be afforded the opportunity to bid provided the absence is ten (10) or more consecutive working days and the change of time is a minimum of one-half (1/2) hour per day. If all bus monitors refuse to move up, the substitute may take the longer run. Otherwise the substitute will fill in on the shorter run. A maximum of two (2) bus monitors may access the Section at any given time.

Section 9.6.4.

Decreases of one (1) hour or more to a job assignment during any school year shall allow the affected employee to bump a less senior employee in an equivalent position within their classification. Within five (5) working days following notification of reduction, said employee must submit a written request to bump. Exception: See Section 9.12. Bumping into an equivalent position triggers the twenty (20) day right to return language (Section 9.9). The affected employee may not bump into intervention specialist positions, special education child specific positions nor special education self contained classroom positions even if they are more senior than the employee(s) in those positions.

Section 9.7.

Employees who change job classifications within the bargaining unit(s) shall retain their hire date in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Section 9.7.1.

Employees changing job classifications must resign their current position, using the position resignation form or by submitting a written letter of resignation from their current position. All rights afforded in Section 9.9 shall apply.

19 I,

9.7.2.

Employees working in more than one general job classification shall enjoy seniority for all such work concurrently, so long as they continue to work in those classifications.

Section 9.8. Longevity.

Section

6 Longevity is defined as the total years of service as an employee for any Washington State school
7 district. When an employee leaves a school district within the State and commences
employment with
8 the Mount Vernon School District, the employee shall be granted Schedule A placement,
vacation and 9 sick leave benefits as an employee in the Mount Vernon School District who has similar
occupational 10 status and total years of service.

11

12 Section 9.8.1.

13 If the District has a different system for computing leave benefits, and other benefits, then
the 14 employee shall be granted the same leave benefits and other benefits as an
employee in the 15 District who has similar occupational status and total years of service.

16

17 Section 9.9.

18 The Association and the District have a mutual interest in supporting professional growth for
19 employees. Creating a system that supports job opportunities is one way to support professional
20 growth. Given this mutual interest, the right for an employee to return to their previous job when 21
efforts in the new position are unsatisfactory, benefits and protects both the employee and the
District.

22

23 The following procedure is intended to outline the right for an employee to return to their previous
job.

25 1. Within twenty (20) working days after beginning in a new position, either the employee or their
26 supervisor may direct a return to the employee's previous position.

27 2. During the twenty (20) day right to return period, the vacated position will not be filled on a
28 permanent basis.

29 3. The opportunity for this right to return excludes positions filled during the first thirty (30)
30 working days and the last thirty (30) working days of the student calendar, unless mutually
31 agreed by the Union and Administration.

32

33 Additionally, training opportunities for all Association members will be made available. This
includes

34 the opportunity to access training that may be primarily intended for another job classification.
While

35 there may be circumstances that limit access to specific training offerings, such as costs or timing,
36 every effort to notify all Association members of all District training will occur. This will include
37 information for the PSE bulletin boards, utilization of e-mail, the District's on-line training
calendar, 38 PSE newsletters, and District-mailed flyers (hard copy).

39

40 Section 9.10. Layoffs.

47

48

Section

41 When it is necessary to reduce the working force, the following procedures will be followed:
42

43 A. The District shall determine the reductions necessary in any and all job classifications.

44 B. Employees will be given two (2) weeks notice prior to layoff.

45 C. The District shall determine the level of reduction in the job classifications and reduce based upon 46 seniority to reach that level.

47 D. An employee whose position, including one-on-ones (See Section 9.12), is being eliminated may

48 bump a less senior employee in an equivalent position within their classification as listed in

1 Schedule A. Within five (5) working days following notification of reduction, said employee must 2
submit a written request to bump.

3

4 Section 9.10.1. Recalls.

5 Employees who have been laid off will be placed on a recall list. This list will be
maintained 6 by the District for eighteen (18) months following the reduction. Recalls
from this list will 7 follow these procedures:

8

9 A. Persons on the recall list must have completed the probationary period.

10 B. Persons on the recall list shall provide the District with their current address and
telephone

11 number(s). Employees may also provide a current e-mail address to the District. All
12 information and preferences of notification method must be provided in writing to the 13

District personnel office. It is the employee's responsibility to notify the District,
in writing 14 of any change of address, phone number(s) or e-mail address.

15 C. When a position comes open, current employees will have first opportunity to be selected 16
through the position bid process.

17 D. Following the above process, the District will notify the senior person on the recall list 18
when an equivalent position comes open in their classification.

19 E. An employee on layoff status who rejects an offer reemployment shall forfeit rights to
20 reemployment with the District, provided that such employee is offered a position 21
substantially equal in time (loss no greater than thirty (30) minutes) to that held prior
to 22 layoff.

23 F. An employee on layoff status shall forfeit rights to reemployment with the District if the
24 employee does not respond to an offer of reemployment within five (5) working days. 25 G.

Will be allowed to participate in beginning of school year bidding.

26

27 Section 9.11. Child Specific.

28 Employees electing to fill positions which are posted as "child specific" shall be subject to the
29 following recall rights when the basis of such position expire. The child specific employee shall be
30 given verbal notification as soon as known if a student's IEP will be modified to reduce or eliminate
31 child specific support. If a student withdraws from the school district during the school year or when
32 the student changes status (e.g., IEP) the child specific employee shall be given two (2) weeks notice
33 and shall be subject to the layoff recall rights below. If the student withdraws from the district at the
34 end of the school year or before a new school year has begun, the employee will have full
bumping 35 rights listed in Section 9.10.D.

36

37 Employees on a layoff recall list:

38

39 A. Must have completed the probationary period.

40 B. Will be placed on a reemployment list and maintain seniority attained at the time of layoff for
a 41 period of eighteen (18) months.

42 C. Cannot displace current employees.

43 D. Shall be considered along with current employees when filling posted positions.
44

45 Section 9.12. Discipline and Discharge.

46 The District shall have the right to discipline and discharge an employee for justifiable cause. The
47 issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter

of 33

1 provided. If the District has reason to reprimand an employee, it shall be done in a manner which
will 2 not embarrass the employee before other employees or the public.

3
4 Section 9.13.

5 An employee who resigns will give, by written notice to the Superintendent or designee, two
(2) 6 week's notice of resignation.

7
8 Section 9.13.1.

9 A. To provide continuity and safety for students, and employees who are employed to fill a
10 position with multiple paraeducator assignments (such as classroom, crossing guard, 11
playground duty, etc.) may not resign an individual assignment of the position unless
12 mutually agreed by the District and Union,

13 B. An employee may resign a paraeducator assignment added after the start of the school
year 14 during the current school year only.

15
16 If the additional assignment is not resigned (and not considered one-year only), the additional 17
assignment shall be part of the employee's continuing assignment for the following school year and
18 Section 9.13.1 shall apply.

19
20
21
22 **ARTICLE X**

23
24 **INSURANCE**

25
26 Section 10.1.

27 The District shall make available funds to contribute premiums of Association approved group
28 insurance programs. Pursuant to RCW 18A.400.275(1), the parties agree to abide by
state laws 29 relating to school district employee benefits.

30
31 Section 10.1.1.

32 Employees enrolled in any mutually approved insurance plan or plans, shall receive a
prorated

33 District insurance benefit contribution, based on the employee's FTE status and the amount
34 provided by the state per FTE per month for twelve (12) months for the purchase of insurance

35 benefits. In addition, the District shall pay one-hundred (100%) percent of the State Health
36 Care Authority Retire Subsidy, also known as the carve-out. For insurance
calculation 37 purposes, a full FTE is defined as 1,440 hours regular assignment.

38
39 Section 10.1.2.

40 The order of payment for insurance premium costs shall be: First payment will be toward
any
41 mandatory benefit plans, as voted upon by PSE (current mandatory is life insurance), second
42 payment shall be for the group dental plan, third payment shall be for the group vision plan,
43 and fourth payment shall be for the premium cost of District approved medical insurance
plans.

44
45 Section 10.1.3.

46 Employees may authorize the District to withhold deductions for optional insurance plans.
47 Approved plans include: Health/Medical Disability Income Protection, Term Life Insurance,
48 and the VEBA (Voluntary Employee's Benefit Association) Plan.

49 Section 10.1.4.

2 In the event the District insurance contribution, plus any additional pooled contributions, is 3
insufficient to pay the cost of any required premiums, a salary reduction will be made to cover
4 the costs of such premiums.

5
6 Section 10.1.5.

7 The enrollment of new employees shall begin with their employment and shall be
completed 8 within the first thirty-one (31) days after beginning of the service.

9
10 Section 10.2.

11 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity
plan
12 approved by the District, and in keeping with District policy. On receipt of a written authorization
by 13 an employee, the District shall make the requisite withholding adjustments and
deductions from the 14 employee's salary.

15
16 Section 10.3.

17 The District shall provide tort liability coverage for all employees subject to this Agreement.
18
19

20
21 **ARTICLE x 1**

22
23 **ASSOCIATION MEMBERSHIP**

24
25 Section 11.1. Membership.

26 The District and PSE/SEIUI 948 understand that at the center of our labor management relationship
is
27 the shared interest in providing the best services to the public. Therefore, it is the expectation of
both
28 PSE/SEIU 1948 and the District that the District representatives shall remain neutral on the issue of
29 union membership and respect all employee's decisions to join and maintain membership in their
30 exclusive professional advocacy organization, PSE/SEIUI 948 pursuant to RCW 41.56.140. All 31
bargaining unit employees shall have the option of joining and maintaining membership in 32
PSE/SEIUI 948 upon employment with the District.

33

34 Section 11.2. Membership Rescission.

35 Union members requesting to rescind membership and membership rights in their exclusive
36 professional advocacy organization shall make such request in writing to PSE/SEIUI 948,
following

37 the constitution and bylaws, and any and all relevant conditions, policies and procedures.

Providing 38 such conditions have been met, PSE/SEIUI 948 shall inform the District of the
employee's non39 member status consistent with the notification section 11.3.

40

41 Section 11.3. New Hire Notification.

42 The District shall notify PSE/SEIU 1948 and the agreed bargaining unit representative of all new
hires 43 within 10 days of hire date, or as soon as practical, including name, home mailing
address, job title, 44 work email, work location and hire date.

45

46

23 of 33

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1 Section 11.4. Dues and Checkoff.

2 PSE/SEIUI 948 shall provide the District with a full and complete list of bargaining unit employees
3 who are current members of PSE/SEIUI 948, and shall provide updates, additions, and/ or other
4 changes in membership status to the District upon request. The District agrees to accept dues
5 authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIUI
948 6 will provide a list of those members who have agreed to union membership via voice
authorization. In 7 addition, upon request, access to the District to the .wav files associated with the
voice authorization.

8 PSE/SEIUI 948 will be the custodian of the records related to voice/E-signature authorizations.
PSE

9 agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and
safe10 keeping of those records. The District shall deduct PSE dues from the pay of any employee who
11 authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds
12 deducted to the Treasurer of Public School Employees of Washington on a monthly basis.

13

14 Section 11.5. COPE — Political Action Committee.

15 The District shall, upon receipt of a written authorization or voice authorization form that conforms
to

16 legal requirements, deduct from the pay of such bargaining unit employee, the amount of
contribution

17 the employee voluntarily chooses for deduction for political purposes and shall transmit the same to
18 the Union on a check separate from the Union dues transmittal check. PSE shall be responsible for
19 drafting a mutually acceptable written authorization form and collecting and furnishing the same to
the 20 District for any interested employee. Section 1 1.6. of the Collective Bargaining
Agreement shall apply

21 to these deductions. The employee may revoke the request at any time. At least annually, the
22 employee shall be notified by the PSE State Office about the right to revoke the request. The District
23 shall not be obligated to make deductions of any kind under this Section 1 1 when the deduction
would

24 cause the employee's pay to drop below the current federal or state minimum hourly wage
25 requirement. Once any funds are remitted to PSE, their disposition thereafter shall be the sole and
26 exclusive obligation and responsibility of PSE.

27

28 Section 11.6. Indemnify and Hold Harmless.

29 The Union will indemnify, defend and hold the district harmless against any claims made, and any
suit 30 instituted against the District on account of any checkoff of Union Dues requirement that
employees 31 pay membership or voluntary political contributions.

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ARTICLE x 1 1

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GRIEVANCE PROCEDURE

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38

Section 12.1. Purpose.

40 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints
41 arising between the District and its employees within the bargaining unit defined in Article I herein,
42 with respect to matters dealing with the interpretation or application of the terms and conditions of
this

43 Agreement and shall be resolved in strict compliance with this Article. A determined effort shall be
44 made to settle such differences at the lowest possible level in the grievance procedure.
Meetings or 45 discussions involving grievances shall be scheduled at mutually agreeable times.

46

Section 12.1.1. Definitions.

3 A. Grievant: A grievant is an employee, or in the case of the Union's contractual rights, the 4
union.

5 B. Grievance: A grievance is defined as a dispute involving the interpretation or application of 6 the
specific terms of this Agreement.

7 C. Days: Days in this procedure are normal District office workdays.

8

Section 12.1.2.

9 Timelines. Grievances shall be processed in the following manner and within the stated time
10 limits. Time limits shall be calculated commencing on the day after the event or occurrence
11 12 triggering the running time limit. Time limits provided in this procedure may be extended
only 13 by mutual written agreement.

14

15 Failure on the part of the employer at any step of this procedure to communicate the decision
16 on a grievance within the specific or mutually extended time limits shall permit the grievant to
17 lodge an appeal at the next step of this procedure.

18

19 Failure on the grievant (employee or union) to present or proceed with a grievance within the 20
specified or mutually extended time limits will render the grievance waived.

21

Section 12.2. Process.

22
23

Section 12.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.

24 Within twenty (20) days following the occurrence of the event giving rise to the grievance,
25 or

47
48

26 twenty (20) days after the event is known or reasonably should have been known, the
employee

27 shall attempt to resolve the grievance informally with their immediate supervisor. The
28 immediate supervisor shall respond informally within ten (10) days of the employee's 29
presentation. The informal presentation and response at this level may be oral or written.
30

31 In presenting the grievance, the employee may be accompanied by a representative of the union 32 at
all steps of the grievance.

33

34 Section 12.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.

35 If the grievance is not resolved informally, it shall be reduced to writing by the employee
who 36 shall submit it to the immediate supervisor within fifteen (15) days after receipt of
the 37 supervisor's response at Step 1. The written grievance shall contain the following:

38

39 A. A statement of the alleged grievance including the facts upon which the grievance was
40 based;

41 B. Reference to the specific term(s) of the agreement which have been allegedly violated;
and 42 C. Remedy sought.

43

44 The immediate supervisor shall inform the employee and the union in writing of the
disposition

45 of the grievance within fifteen (15) days of the presentation of the grievance. If an agreeable
disposition has been made, the aggrieved party shall terminate the grievance in writing
within ten (10) days.

25
1,

Section 12.2.3. Step 3. Superintendent/Designee Level.

A. Individual Grievance

3 If the grievance is not settled at Step 2 and the Union believes the grievance to be valid,
a

4 written statement of the grievance shall be submitted within fifteen (15) days to the
District

5 Superintendent or the Superintendent's designee. After submission of the grievance, the
6 parties will have fifteen (15) days to meet with the Superintendent or designee to resolve

7 the grievance. A written statement of the disposition shall be given to the aggrieved and
the 8 union within fifteen (15) days of the meeting. If an agreeable disposition has been
made, 9 the aggrieved party shall terminate the grievance in writing within ten (10) days.

10

11 B. Union Grievance

47

48

12 A grievance which the union may have against the employer, limited as aforesaid to
 13 matters
 14 dealing with the interpretation or application of terms of this Agreement relating to union
 15 rights, shall be commenced by filing in writing (in format of Step 2 above) with the
 16 Superintendent/Designee. Such filing shall be within thirty (30) days following the
 17 occurrence of the event giving rise to the grievance or thirty (30) days after the event is
 18 known or reasonably should have been known. The Superintendent/designee and the
 19 union
 20 will have ten (10) days from receipt of the grievance to resolve it. A written statement of
 21 the disposition shall be given to the union within fifteen (15) days of the meeting. If an
 22 agreeable disposition has been made, the union shall terminate the grievance in
 23 writing within ten (10) days.

22

23 Section 12.2.4. Step 4. School Board.

24 If no settlement is reached in Step 3 and the Union believes the grievance to be valid, a
 25 written
 26 statement of grievance shall be submitted within fifteen (15) days to the School Board, after
 27 receipt of the Superintendent's written response in Step 3. The grievance shall be heard at its
 28 next regular meeting, or at a special meeting to be held no more than twenty (20) days from
 29 submission of the written grievance to the Board. The grievant(s) shall be allowed to appear
 30 before the Board, and to provide a presentation to the Board in executive session. A
 31 disposition must be entered at the School Board level within fifteen (15) days of the
 32 conclusion of the meeting.

32

33 Section 12.2.5. Step 5. Arbitration.

34 If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration
 35 as outlined below:

36

37 A. Written notice of a request for arbitration shall be made to the Superintendent within ten 38
 39 (10) days of receipt of the disposition letter at Step 4.

39

40 B. Arbitration shall be limited to issue(s) involving the interpretation or application of 41
 42 specific terms of this Agreement.

42

43 C. When a timely request has been made for arbitration, the parties shall attempt to select
 44 an impartial arbiter to hear and decide the particular case. If the parties are unable to
 45 agree to an arbiter within ten (10) days after submission of the written request for
 arbitration, the provisions of paragraph (d) below shall apply to the selection of an
 arbiter.

47

48

D. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7)

3 qualified neutrals. Such request shall state the issue of the case and ask that the
4 nominees be qualified to handle the type of case involved. When notification of the
5 seven (7) arbiters is received, the parties shall each independently strike from the list
6 those unacceptable arbiters and shall rank, in order of preference, the remaining
7 arbiters. From among the mutually acceptable arbiters, the one with the lowest
8 combined preference number shall be the arbiter. In the event there are no mutually
9 acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a
10 name
11 from the panel until only one (1) name remains. The remaining person shall be the 11
12 arbiter. The right to strike the first name from the panel shall be determined by lot.

13 E. In the event either party is dissatisfied with the credentials of the arbiters whose names
14 are on the first panel offered by the American Arbitration Association, such party can 15
16 summarily reject that panel and insist on a second panel. Selection must be made from
17 16 the second panel.

18 F. Arbitration proceedings shall be in accordance with the following:
19

20 1. The arbiter, once appointed, will inform the parties as to the procedures which will 21 be
22 followed.

23 2. The arbiter shall hear and accept pertinent evidence submitted by both parties
24 and
25 shall be empowered to request, through subpoena if necessary, such data and
26 testimony as the arbiter deems pertinent to the grievance and shall render a
27 decision 25 in writing to both parties within thirty (30) days, unless mutually
28 extended, of the 26 closing of the record.

29 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) 28
30 presented for arbitration which decision shall be final and binding on both parties. 29 4.

31 The arbiter shall rule only on the basis of information presented at the hearing and 30 shall refuse
32 to receive any information after the hearing except by mutual 31 agreement.

32 5. Each party to the proceedings may call such witnesses as may be necessary in the 33 order in which
33 their testimony is to be heard. Such testimony shall be limited to the 34 matters set forth in the written
34 statement of the grievance.

35 The arguments of the parties may be supported by oral comment and rebuttal.
36 Either or both parties may submit written briefs within a time period mutually
37 agreed upon. Such arguments of the parties, whether oral or written, shall
38 be 38 confined to and directed at the matters set forth in the grievance.

39 6. Each party shall pay any compensation and expenses relating to its own witnesses or 40
40 representatives.
41

41 7. The arbiter shall specify in the award that the Employer or the Union, whichever is 42 ruled
against by the arbiter, shall pay the compensation of the arbiter including 43 necessary expenses.
44 8. The total cost of the stenographic record, if requested, will be paid by the party 45 requesting
it. If the other party also requests a copy, that party will pay one-half 46 (1/2) of the stenographic
cost.

27 I,

1 Section 12.3. Binding Effect of Award.

2 All decisions arrived at under the provisions of this Article by the representatives of the Employer and
3 the Union at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties; provided,
4 however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to
5 alter this Agreement in whole or in part.

6

7 Section 12.3.1. Limits of the Arbiter.

8 The arbiter cannot order the Employer to take action contrary to the law.

9

10 Section 12.3.2. No Duty to Maintain Status Quo.

11 The Employer has no duty to maintain the status quo or to restore the status quo pending
12 arbitration. But if return to the status quo is ordered by the arbiter, the return shall be
affected 13 as per the arbiter's award.

14

15 Section 12.3.3. Freedom from Reprisal.

16 There will be no reprisals against the grievant or others as a result of his/her participation
in 17 this process.

18

19 Section 12.3.4. Timelines.

20 Grievance claims involving retroactive compensation will be limited to no more than
twenty 21 (20) days prior to the initiation of the grievance at the Step I meeting.

22

23 Section 12.4. Grievance Release Time.

24 In the event the grievance or arbitration discussions occur during regular employment time, the
District

25 shall provide release time without loss of compensation limited to the grievant, required witnesses,
and

26 one (1) Union representative unless otherwise approved by the District. It is recognized that meetings
27 and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside
the 28 employee's work days and are not to be compensated by the District.

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ARTICLE x 1 1 1

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SALARIES AND EMPLOYEE COMPENSATION

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Section 13.1.

Employees shall be compensated in accordance with the provision of this Agreement for hours worked.

Section 13.2.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. Salary improvement, during the duration of this Agreement, shall be provided to the extent authorized and funded by the legislature, exclusive of earned increments.

28
I,

Section 13.3.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XV, Section 15.3. Should the date of this Agreement be subsequent to the effective date, salaries, including overtime, shall be effective as mutually agreed.

Section 13.4.

Incremental steps, where applicable, shall take effect on September I of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.

Section 13.5.

Any employee who changes job positions within a classification shall receive full longevity credit regarding step placement on Schedule A.

Section 13.6.

In the event of an underpayment of wages earned by the employee, the District will expedite payment to the employee.

In the event of an overpayment of employee wages, the District will work with the employee to mitigate the impact on pay and benefits.

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25
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ARTICLE x IV

TRAINING/PROFESSIONAL DEVELOPMENT

27

28 Section 14.1. Professional Development.

29 The District recognizes that employees desire to improve and broaden their work skills and training.
30 Therefore, a staff development fund for classified employees of three-thousand (\$3,000.00) dollars
31 with no carryover will be available for 2018-19. For the 2019-20 school year, the staff
development
32 fund shall be four thousand dollars (\$4,000) with no carryover. During the 2020-21 school year, the
33 fund will be five thousand dollars (\$5,000 with no cash carryover. A fund balance report will be
34 provided to the PSE Chapter President(s) bi-monthly. In the event of a levy failure, there will not be
35 money placed into the staff development fund, for that year, but any fund balance from the
rollover, 36 shall be made available for employee's use.

37

38 A variety of training opportunities may be developed and offered. If the District requires attendance
of
39 the employee, regular salary rates will be paid. In no event, will overtime rates be paid. If attendance
40 is voluntary, the employee may utilize this fund for payment of tuition, travel expenses,
substitute 41 expenses, and materials required for such attendance.

42

43 Employees may request staff development funds by filling out a Staff Development Request
Form. 44 Such application must be approved by the employee's supervisor, the PSE Chapter
President(s) and 45 final approval will be granted by the Superintendent/designee.

46

47 Employees required by the District or by State regulations to attend training (including first aid
48 training), receiving required certification, or being recertified, as a condition of employment, shall
be

1 reimbursed for all fees, costs and/or expenses. Those employees that choose not to attend District
2 provided training sessions when scheduled shall be required to pay for their registrations in
other 3 locations unless attendance and payment is pre-approved by the
Superintendent/designee. Employees 4 shall also be compensated for all time expended as "hours
worked" pursuant to Article XIII, Section 5 13.1.

6

7 Section 14.2.

8 The parties mutually agree to participate in the Washington Public School Classified Employee's
9 Apprenticeship Program (WPSCEJATC). Effective with the 2015-16 school year, any employee who
10 successfully completes the Instructional Assistant program through WPSCEJATC, shall receive an
11 additional fifty (\$0.50) cents per hour. An employee who completes the Educational
Paraprofessional 12 Program through WPSCEJATC shall receive an additional fifty (\$0.50) cents
per hour. Such increase 13 shall be in addition to the employee's regular rate of pay as expressed on
Schedule A.

14

15 Section 14.3.

16 The District will pay employees who have completed the core competencies prior to September 1
, 17 2001, twenty-five cents (\$0.25) per hour above their appropriate step on Schedule A.

18

19 Section 14.4.

20 The District and PSE encourage paraeducators to obtain an emergency substitute certificate, as
per 21 Washington Administrative Code 180-79A-231.

22

23 Paraeducators will pay for all costs related to the certification application.

24

25 Paraeducators with this certificate may be placed into classroom teaching assignments when the list of
26 qualified substitute teachers has been exhausted.

27

28 This placement will occur under the direction of the school principal, in cooperation with the
personnel 29 office.

30

31 The paraeducator will be paid at the substitute teacher rate of pay for this experience and a
substitute 32 for their regular position will be sought.

33

34 Section 14.5. All Staff Orientation.

35 The District will provide five (5) hours additional pay, at the employee's regular pay rate, to each
36 classified staff member for attendance at the All-Staff Orientation Program and District or site-
related 37 orientations/trainings/work, unless these occur during the employee's normal work
hours.

38

39 New employees will be paid for any additional required training that is part of their induction to the
40 District, unless this occurs during the employee's normal work hours. Meetings regarding benefit/pay
41 information are on a non-paid basis.

42

43 PSE packets shall also be provided to new classified employees at the new employee orientation.

45 Section 14.6. Paraeducator Premium.

46 Paraeducators whose regular contracted duties are to perform catheterization, toileting and feminine
47 hygiene, gastrostomy, or diapering of students identified by Special Services Director/designee or
48 paraeducators whose regular, required duties include primary responsibility for students with IEP's
in formal District behavior support, life skills, autism, Bridge and Quest programs shall
receive a nine
2 hundred dollar (\$900) stipend for the 2018-19 school year. The stipend for the 2019-20 school year
3 shall be one thousand dollars (\$1,000). The annual stipend will be paid effective with October payroll
4 and will be prorated based upon days worked, if position begin after the start of the school year or
ends 5 before the end of the year

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ARTICLE X V

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TERM AND SEPARABILITY OF PROVISIONS

13 Section 15.1.

14 The term of this Agreement shall be September 1, 2018 through August 31, 2021, with a wage
15 reopener during the summer of 2019 and the summer of 2020.

16
17

17 Section 15.2.

18 All provisions of this Agreement shall be applicable to the entire term of this Agreement 19
notwithstanding its execution date, except as provided in Section 15.3.

20
21

21 Section 15.3.

22 This Agreement may be reopened and modified at any time during its term upon mutual consent of
the 23 parties in writing.

24
25

25 Section 15.3.1.

26 This Agreement shall be reopened as necessary to consider the impact of any legislation
27 enacted which occurs following execution of this Agreement. Either party may demand the
28 contract be reopened when legislation enacted affects the terms and conditions
herein or creates 29 authority to alter personnel/financial practices in public
employment.

30
31

31 Section 15.4.

32 If any provision of this Agreement or the application of any such provision is held invalid, the
33 remainder of this Agreement shall not be affected thereby.

34
35

35 Section 15.5.

36 Neither party shall be compelled to comply with any Provision of this Agreement which conflicts
with 37 State or Federal statutes or regulations promulgated pursuant thereto.

38
39 Section 15.6.

40 In the event either of the two (2) previous sections is determined to apply to any provision of this
41 Agreement, such provision shall be renegotiated pursuant to Section 15.3.

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SIGNATURE PAGE

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10 PUBLIC SCHOOL EMPLOYEES

11 OF WASHINGTON/SEIU Local 1948

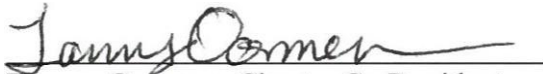
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14 PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON SCHOOL DISTRICT #320 15 MOUNT
VERNON PARAEDUCATORS #824

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Tammy Oommen, Chapter Co-President



BY:BY:

21 Carl Bruner, Superintendent

22
23


Denise Robison, Chapter Co-President

24 BY:
25 26

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Cot (DI 8 30/ 10-10-2018

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DATE:DATE:
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SCHEDULE A

2 MOUNT VERNON PARAEDUCATORS 3 September 1, 2018 through August 31, 2019

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| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------|-----------|-----------|------------|-------------|------------|
| | (0-3 Yrs) | (4-7 Yrs) | (8-11 Yrs) | (12-15 Yrs) | (Step 16+) |
| Paraeducator/Bus Monitor | \$18.42 | \$19.07 | \$19.74 | \$20.43 | \$21.15 |
| Volunteer Coordinator | \$18.31 | 8.96 | \$19.62 | \$20.31 | \$21.03 |
| Paraeducator w/Sig1 Language | \$20.77 | \$21.50 | \$22.26 | \$23.04 | \$23.85 |
| Home Visitor (District Office) | \$20.35 | \$21.07 | \$21.81 | \$22.58 | \$23.37 |
| SLP-A | \$23.98 | \$24.83 | \$25.70 | \$26.60 | \$27.54 |
| ELL School/Honr Liaison | \$20.35 | \$21.07 | \$21.81 | \$22.58 | \$23.37 |

add \$0.25 for completion of Core Competency trainings completed before 9/2001

add \$0.50 for completion of approved PSE Apprenticeship program

Longevity: add \$0.75/hr for Years 20-24

Longevity: add \$1.00/hr for Years 25+

Paraeducator Responsibility (2018-19): \$900 24 Substitute paraeducator rate (\$17.79).

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MOUNT VERNON SCHOOL DISTRICT
POSITION RESIGNATION FORM

Once I accept a different/new position with my employer, the Mount Vernon School District, I understand I must resign my current position. This form is not to be used to resign from employment with the Mount Vernon School District.

Employee Name

Current Position

(Position I am resigning from)

New Position

New Position start date

One copy shall be retained by the employee, one copy to be placed into employee's personnel file at the District office and one copy to be placed in employee's working file.

Employee's Signature



Classified Evaluation

Employee Name: _____

Supervisor Name: _____

OVERALL PERFORMANCE DURING THE EVALUATION PERIOD COVERED BY THIS REPORT:

Exceeds Expectations Meets Expectations/Satisfactory
 Needs Improvement Unsatisfactory

Site: _____

Date of Evaluation: _____
 Evaluation Term: _____
 (=h00J year orpääia•nry)

Job Knowledge and Required Skills: Employee possesses the knowledge required for the position, and performs the skills necessary to succeed.

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Quality and Quantity of Work: Employee demonstrates quality work and generates quality work products, and succeeds with the expected work load demands of their position.

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Exceeds Expectations

Human Relations: Employee demonstrates the ability to function successfully as a member of a team. The employee's presentation (dress and appearance) and interactions toward students, parents, staff and visitors are professional and demonstrate effective communication skills (written and oral).

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Professional Growth: Employee demonstrates a commitment to professional growth, taking advantage of formal and informal professional development opportunities.

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Work Habits: Employee demonstrates dependability, initiative, flexibility, and handles confidential information appropriately.

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Safety: Employee emphasizes and demonstrates personal safety, and promotes and attends to the safety of others.

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Attendance and Punctuality: Employee demonstrates attendance patterns that comply with available leaves and ensures that work responsibilities are completed effectively. The employee is punctual to shifts and assignments.

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Judgment and Decision Making: Employee uses sound judgment and effective decision making in all areas of work responsibilities. Employee works independently as appropriate and seeks assistance when needed.

Exceeds Expectations Meets Expectations/Satisfactory Needs Improvement Unsatisfactory

Comments: _____

Signatures on reverse



Classified Evaluation

Employee Name: _____

Supervisor Name: Site: _____

Date of Evaluation: _____

Evaluation Term: _____

(Should be Probationary)

The signature below may not necessarily imply that the employee agrees with the preceding body that he or she has seen and discussed it with the evaluator and/or supervisor

Supervisor Signature: _____

Employee Signature: _____

Administrator Signature: _____

Date Signed _____

Memorandum of Understanding

3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON PARAEDUCATORS AND 5
THE MOUNT VERNON SCHOOL DISTRICT #320.

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HEALTH CARE BENEFITS

11 Employees shall select their benefits options from among the offerings provided to the District
by its 12 broker.

15 A minimum payroll deduction of five (5) dollars from each employee taking a single health plan
16 through the District will be placed in an insurance pool consisting only of members of this
bargaining 17 unit. These deposits will be used to offset the premium cost of employees in the
bargaining unit with 18 family health plans.

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Duration of Agreement

22 This Memorandum of Understanding will be in effect through December 31, 2019, or until the
SEBB 23 implemented at which time the parties will meet to negotiate any impact.

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PUBLIC SCHOOL EMPLOYEES OF
SEIU/LOCAL 1948

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PUBLIC SCHOOL EMPLOYEES OF
MOUNT VERNON PARAS #824 MOUNT VERNON SCHOOL DISTRICT

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BY: Jammy Oommen
Jammy Oommen, Chapter Co-President

BY: Carl Bruner
Carl Bruner, Superintendent

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BY: Denise Robison
Denise Robison, Chapter Co-President

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DATE: Oct. 10, 2018

DATE: 10-10-2018

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September I, 2018

Memorandum of Understanding

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THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON PARAEDUCATORS #824 AND THE MOUNT VERNON SCHOOL DISTRICT #320. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Mount Vernon School District will continue professional development on issues of equity and literacy during the 2018-19 school year.

Part of that professional development model includes training and supporting selected staff to serve as Equity leads.

Equity Leads will collaborate to provide training and professional learning experiences to the staff in their respective schools. Each school is likely to have 2-3 Equity Leads. Equity Leads will also receive additional training that will support their work in these roles.

While it is unknown if there will be any Equity Leads from Public School Employees of Mount Vernon Paraeducators, the District is interested in planning for that possibility.

In the event that there are Equity Leads from the bargaining unit, the District is interested in providing equal compensation in the form of a stipend for all Equity Leads.

Therefore, any Equity Leads from the bargaining unit will receive a \$1,500 stipend to support their work in this role.

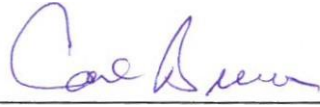
This Memorandum of Understanding will be in effect for the 2018-19 school year. The parties will meet prior to June 30, 2019, to discuss whether to renew or amend this MOU.

PUBLIC SCHOOL EMPLOYEES OF
SEIU/LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
MOUNT VERNON PARAS #824 MOUNT VERNON SCHOOL DISTRICT #320



BY: Tammy Oommen, Chapter Co-President



BY: _____



40 Carl Bruner, Superintendent

43 BY:
44 Denise Robison, Chapter Co-President
45

47 DATE: Oct. 10, 2018
48

DATE: 10-10-2018

Memorandum of Understanding - Professional Development
PSE of Mt. Vernon Paras/Bus Monitors/Mt. Vernon School District #320

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September 1, 2018