

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MOUNT VERNON SCHOOL DISTRICT #320
AND
PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON
PARAEDUCATORS #824

SEPTEMBER 1, 2021 - AUGUST 31, 2024



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Position Resignation Form
Attachment A – Classified Evaluation
Memorandum of Understanding: Equity, Diversity & Inclusion

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

- 7 Section 1.1. Recognition and Coverage of Agreement
- 8 Section 1.3. Recognition and Coverage of Agreement
- 9 Section 1.3.1. Recognition and Coverage of Agreement
- 10 Section 3.1. Rights of the Employee
- 11 Section 3.4. Non-Discrimination
- 12 Section 4.1. Association Representation
- 13 Section 11.1. Self-Organization Rights
- 14 Section 13.1. Salaries and Employee Compensation
- 15 Section 13.2. Salaries
- 16 Section 15.1. Term and Separability of Provisions
- 17 Seniority will not be observed in any case for substitutes.

18
19 **Application of Grievance Procedure.**

20 Substitute employees in the bargaining unit shall only have the right to use the grievance
21 procedure contained in Article XII on matters specifically contained in the above named
22 Sections and so far as the matter brought to grievance specifically arises out of their service as
23 a substitute.
24

25 **Dismissal.** The District retains the right to terminate the employment of a substitute at its sole
26 discretion.
27

28 **Schedule A.** Attached.
29

30 **Substitute Employees Paid Sick Leave.**

- 31 A. Each Substitute employee shall accrue one hour of paid sick leave for every forty (40)
32 hours worked. A maximum of forty (40) hours may be carried over into the following
33 school year.
- 34 B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired
35 as a full time or part time regular employee.
- 36 C. When a substitute separates from employment, accrued sick leave cannot be cashed out,
37 however if the employee is rehired within twelve months of separation previously accrued
38 unused paid sick leave shall be reinstated. Substitute employees do not have sick leave cash
39 out rights and are not eligible to participate in sick leave incentive programs.
- 40 D. Substitute employees are entitled to use their accrued, unused paid sick leave beginning on
41 the 90th calendar day after the start of their employment. After this 90 day period, the
42 employer must make accrued paid sick leave available to substitute employees for use
43 within the current pay period.
44

- 45 1. All Employees must be scheduled to work to use their accrued, unused paid sick
46 leave for authorized purposes.

1 2. The District may not discipline or document in the employee’s evaluation for
2 utilizing paid sick leave.
3

4 **Section 1.4.**

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

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

12 **Section 1.4.1. Job Review.**

13 Any employee who believes their job has changed significantly may request re-evaluation.
14 Requests for re-evaluation of existing positions shall be made in writing by the employee to the
15 Superintendent’s designee and the Association President(s). A Job Review Committee, made
16 up of two (2) representatives from the District and two (2) representatives from the
17 Association, shall review those positions whose responsibilities and/or skills requirements may
18 have changed significantly. The final recommendations of the Committee shall be advisory
19 and shall be non-binding on both parties.
20
21
22

23 **ARTICLE II**

24 **MANAGEMENT RIGHTS**

25
26
27 **Section 2.1.**

28 It is agreed that the customary and usual rights, powers, functions and authority of management are
29 vested in management officials of the District. Included in these rights in accordance with applicable
30 laws, regulations and provisions of this Agreement is the right to direct the work force, the right to
31 hire, promote, retain and assign employees in positions; the right to suspend, discharge, demote or take
32 other disciplinary action against employees; and the right to release employees from duties because of
33 lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of
34 the District operation by determining the methods, the means and the personnel by which such
35 operation is conducted.
36

37 **Section 2.2.**

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

44 **Section 2.3.**

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

RIGHTS OF THE EMPLOYEE

Section 3.1.

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

Section 3.2.

Each employee shall have the right to bring matters of personal concern that relate to the employee's work to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.

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

Section 3.4.

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

Section 3.5.

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

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

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

1. The District will make every effort to alert employees to any item that has a potential for discipline in a timely manner.
2. The administrator or supervisor will offer/provide support through coaching, clarification of procedures and/or additional information. Such support may extend into the next school year.
3. Should the employee refuse/decline the support, a written summary of the complaint will be placed in the official Personnel File. Such summary will include employee signature of the complaint. However, the signature does not represent employee agreement.

1 Working file material not formalized and introduced into the employee's personnel file within two (2)
2 years from the date of the event shall be destroyed.

3
4 **Section 3.5.1.**

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

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

13
14 Employees shall be given a copy of all material added to the official personnel file at the time
15 such material is added to the file. Employees shall have the right to respond in writing to all
16 additions in the personnel file. Such employee responses shall be made a part of the file.

17
18 **Section 3.6.**

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

21
22 **Section 3.7. Evaluations.**

23 The District shall provide each classified employee with an annual written evaluation. All evaluations
24 shall use the forms included as Attachment A of this Agreement. The employee evaluation shall be
25 completed at least ten (10) days prior to the conclusion of the employee's contracted work year. As
26 part of the annual evaluation, a conference between the supervisor and the employee shall be held. A
27 copy of the evaluation must be given to the employee at the conference or within ten (10) working
28 days of the evaluation conference. The District will make every effort to alert employees to
29 performance concerns prior to the annual evaluation. An overall performance that is rated as
30 unsatisfactory and therefore requiring improvement must be followed by a written plan of
31 improvement in the area(s) noted. The parties have a goal to collaboratively develop the plan of
32 improvement. In the absence of agreement, the District has the right to establish and implement the
33 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 notify
38 his/her immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to such
39 notification within five (5) workdays. If the employee determines that the supervisor's actions or
40 answer does not correct the problem, the employee may contact the next level of management or
41 administration. Every employee has the right to make these reports without fear of reprisal.
42 Additionally, employees who believe that an emergent working condition is unsafe have an obligation
43 to bring the condition to the attention to the immediate supervisor. The supervisor will then act to
44 resolve the issue.

45
46 **Section 3.9. Surveillance and Monitoring Systems.**

47 The use of surveillance and monitoring systems in District operated facilities and vehicles are for the
48 purpose of reducing discipline problems and providing a safe environment for students and staff and

1 may be placed where there is not a reasonable expectation of privacy such as parking lots, entrances,
2 exits, hallways, offices, gymnasium, cafeterias, libraries and other public shared or common spaces.
3 Furthermore, surveillance and monitoring systems are a tool to assist in monitoring students on the bus
4 and in buildings to document student behavior. Information from surveillance and monitoring systems
5 will not be used for the purpose of staff discipline except as part of an investigation into allegations of
6 cases of misconduct as defined by RCW 50.04.294. All PSE employees will be informed of the use of
7 such systems

8
9 For emergency situations, the district utilizes a Duress Button system. When pressed the Duress
10 Buttons place 911 calls and display video camera images from the location of the activated Duress
11 Button to 911 dispatch center and the Mount Vernon Police Department; camera images 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 duties may result in discipline. Law enforcement and emergency responders may access such systems
16 in performance of their duties.
17
18

19 20 ARTICLE IV

21 22 ASSOCIATION REPRESENTATION

23 24 **Section 4.1.**

25 The Association has the right and responsibility to represent the interest of all employees in the unit; to
26 present its views to the District on matters of concern, either orally or in writing; and to enter collective
27 negotiations with the objective of reaching an agreement applicable to all employees within the
28 bargaining unit.
29

30 31 **Section 4.2.**

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

37 38 **Section 4.3.**

39 The Association will designate a Conference Committee representing each classification who will meet
40 with the Superintendent of the District and/or the Superintendent's representatives on a mutually
41 agreeable regular basis to discuss the administration of this Agreement. Whenever possible, meetings
42 will be scheduled outside the employee's regular work hours. If meetings occur during the regular
43 work hours of the employee, he/she shall not receive any interruption in his/her pay or benefits to
44 participate in the meeting. Additionally, the parties agree that employees who attend conference
45 committee meetings during their regular work hours are expected to make up missed work time.

46 In a commitment to provide ongoing collaboration efforts between the Association and District
47 regarding mutual areas of interest, the following opportunities will be available to employees:
48

- 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 calendar
- 7 input, site council, student assessment, individualized educational program planning, strategic
- 8 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 **Section 4.4.**

12 The District will provide each member of the bargaining unit with an electronic link to the Agreement
13 within thirty (30) days of its ratification by both parties. PSE will provide the District with the
14 Agreement. The PSE logo will be on the cover of the final agreement.

15 **Section 4.4.1.**

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

24 **Section 4.5.**

25 Named officers of the Association will be provided a total of four (4) days time off to attend
26 Association sponsored meetings. The Association will reimburse the District the wages of any
27 employee who attends such meetings. No more than two (2) employees shall be allowed to attend such
28 meetings at any one time. Determination on the release of employees to attend such meetings will be
29 made by the District in order to maintain the District operations. Such request will be made at least
30 three (3) days in advance.

31 **Section 4.6. Bulletin Board.**

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

37 **Section 4.7.**

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

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION

Section 5.1.

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

Section 5.2. School Calendar.

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

Section 5.3. Budget Impact.

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

Section 5.4.

When assembling an interview team, the following parties will be invited: District (Administrator/ Supervisor) representation, PSE representation (Chapter Leadership including classification representative appropriate for posting) and other staff as determined by the District with the following parameters:

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

ARTICLE VI

HOURS OF WORK

Section 6.1.

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

Section 6.2.

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

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

4
5 **Section 6.3.**

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

8
9 Shifts of more than three (3) consecutive hours shall receive one (1) rest period as near the middle of
10 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 At the end of each school year, bus monitors will complete a checkout list at the Transportation
48 Department for one (1) hour rate of pay.



1
2 **Section 6.6.**

3 Before the start of each school year bus monitors will have a bid day to obtain their am/pm, midday
4 and “add-on” routes, simultaneous to the drivers’ bidding for routes. Bidding is only open to the
5 previous year’s contracted bus monitors and bus monitors must be present to bid on routes - no proxies
6 allowed unless there are emergency circumstances that prevent the bus monitor from being present.
7 The bus monitor must contact the Transportation Supervisor to request to bid by proxy. All bids are
8 final. Bid day shall not conflict with the Paraeducators General Meeting in August. Before the
9 October 10th payroll deadline, a second full bid will occur. If positions remain open after the bidding
10 process is completed, these 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/pm
17 and midday contracted route. In the event a route does not go the full comparable minimum hours, the
18 bus monitor shall be assigned other duties within their contracted schedule to fulfill their time. Each
19 contract shall include a calculation of “roll-up time” to the nearest quarter of an hour at the end of the
20 am, midday, and pm route.

21
22 If there are thirty (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 B. Perform additional work as assigned by the Transportation Supervisor up to the regular fixed
30 route time.

31
32 Bus monitors called in to fill another route but subsequently excused after reporting to duty, shall be
33 paid one (1) hour rate of pay for an am, midday, or pm call out.

34
35 **Section 6.7.**

36 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
37 District will make every effort to notify each employee to refrain from coming to work. Employees
38 reporting to work absent timely notification shall receive a minimum of two (2) hours pay at base rate
39 in the event of such a closure; provided however, no employee shall be entitled to any such
40 compensation if the District has issued notification of the closure prior to the employee leaving home
41 for work.

42
43 Employees are expected to monitor radio, television and/or the school closure websites for notification
44 of school closures and delays. If an employee is unable to report to work at his/her regular start time,
45 because of weather-caused road conditions on a day when schools are not closed, the employee shall
46 have the opportunity within two (2) weeks of the event to arrange to make up the time missed at a time
47 and on a date mutually agreeable to the employee and his/her supervisor, provided the employee is in a
48 position in which make up work is available and not administratively burdensome to provide. If the

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

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6 **ARTICLE VII**
7
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:

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

19
20
21 **Section 7.2. Worked Holidays.**

22 Employees who are required to work on the aforementioned holidays shall receive the pay due them
23 for the holiday, plus time and one-half time their base rate for all hours worked on such holidays (two
24 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 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 eighty (180) days divided by two
34 thousand eighty (2080) hours. The resulting figure shall be multiplied by the number of vacation hours
35 the employee would be eligible for based on years of service with the District. The resulting figure
36 shall be multiplied by the employee's regular hourly wage rate. The years of service vacation credit
37 can be determined as follows:

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



1 **Section 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 worked.

5
6 **Section 7.4.2.**

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

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11 **ARTICLE VIII**

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13 **LEAVES**

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

17 Twelve (12) days of sick leave shall be frontloaded annually to each employee. New employees hired
18 during the year shall receive prorated sick leave benefits. Sick leave for all employees may be
19 accumulated up to the legal maximum and will be pro-rated if an employee separates from
20 employment before fulfilling the contract work year. The employee shall be entitled to the projected
21 number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on
22 the basis of base hourly rate applicable to the employee’s normal daily work shift; provided, however
23 that should an employee’s normal daily work shift increase or decrease subsequent to an accumulation
24 of days of sick leave, sick leave benefits will be paid in accordance with the employee’s normal daily
25 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an
26 hourly rather than a daily basis. After five (5) consecutive days of sick leave, a doctor’s note may be
27 required. In addition to emergencies as defined in Section 8.2, sick leave may be used for illness of,
28 injury to, or disability of the employee, or the employee’s immediate family including spouse, parent,
29 grand-parent, sibling, child, anyone else living in the immediate household as a member of the
30 employee’s family or any person to whom the employee stands in the relationship of legal
31 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 employee
36 shall notify his or her immediate supervisor a reasonable time before the leave of the anticipated dates
37 during which leave will be required, usually thirty (30) days in advance for planned or anticipated
38 disablements or maternity leave (Section 8.6).

39
40 **Section 8.1.1. Family Care.**

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

45
46 to provide care for a family member with a mental or physical illness, injury, or health condition.
47 Family means any of the following:
48



- A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- B. A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse;
- D. A registered domestic partner;
- E. A grandparent;
- F. A grandchild; or
- G. A sibling.

Section 8.1.2.

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

Section 8.1.3.

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

Section 8.1.4. Sick Leave Attendance Incentive Program.

In January of the year following any year in which the minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at the rate equal to one (1) day monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day monetary compensation. Employees shall receive payment for their accumulated sick leave no later than their March paycheck.

Section 8.2. Emergency Leave.

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

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



1 **Section 8.3. Paid Family & Medical Leave.**

2 Effective January 1, 2020, employees may qualify for state benefits as soon as the eligibility
3 requirements are met (eight hundred twenty [820] hours worked) and may be eligible to receive up to
4 twelve (12) weeks of paid leave (or up to eighteen [18] weeks in certain circumstances). The employee
5 may apply to take paid medical leave or paid family leave to:

- 6
7 A. Bond with a new child coming into the home through birth, adoption or foster placement;
8 B. Care for the employee or a family member during a serious illness or injury;
9 C. Time to prepare for a family member’s pre- and post-deployment activities as well as time
10 for childcare issues related to a family member’s military deployment.

11
12 All paid work over the course of the year counts towards the eight hundred twenty (820) hours. Paid
13 Family & Medical Leave (PFML) is an insurance program funded through premiums paid by
14 employees and employers and administered by the Employment Security Department.

15
16 **Section 8.4. On-The-Job-Injury/Illness.**

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

24
25 **Section 8.4.1.**

26 In the event a regular employee is absent from work because of an L & I work-related injury, a
27 temporary replacement may be used on a substitute basis. If the employer has knowledge the
28 employee will be absent from work for an extended period of time as verified by a physician’s
29 statement (thirty [30] consecutive working days or more), the District will post a “Leave
30 Replacement” vacancy for the duration of the leave.

31
32 Upon release to return to work, the regular employee will resume his/her regular work
33 assignment and schedule. If the regular employee is released to a “light duty” assignment only
34 for a period of time, the District and employee’s supervisor shall review work assignment and
35 schedule to determine if a “light duty” assignment can be accommodated. If “light duty”
36 accommodation is made, a substitute or the leave replacement employee shall continue in
37 current position until such time as the regular employee is released to regular duty.

38
39 **Section 8.5. Bereavement Leave.**

40 Each employee shall be entitled to a maximum of five (5) days leave with pay upon each occasion of
41 the death of an employee’s spouse, child, step-child, parent, step-parent, grandparent, grandchild,
42 sibling, family-in-law or any person living in the immediate household as a member of the family. In
43 the event of the death of other close relatives or close personal friend, the employee shall be allowed
44 up to one (1) day. An additional two (2) days may be granted for extenuating circumstances (i.e., out-
45 of-state travel) at the discretion of the Superintendent/designee. All bereavement leave shall be by
46 notification and arrangement between the employee and principal/supervisor.

1 **Section 8.6. Maternity Leave.**

2 An employee requesting maternity leave shall give written notice to the District as far in advance as
3 possible and at least thirty (30) working days prior to commencement of the leave. The request for
4 leave should include: A) anticipated date of birth, B) estimated date leave is to begin; and C) estimated
5 date of return from leave.

6
7 The employee may continue to work until, in the judgment of the employee’s physician, her work or
8 her health are in any way impaired by her condition.

9
10 Sick leave shall be granted, if the employee is eligible for such, for the time the employee’s physician
11 certifies that the employee is unable to perform her normal duties as an employee because of her health
12 or disability.

13
14 Employees may use maternity leave in conjunction with an unpaid leave of absence as provided in
15 Section 8.10.

16
17 **Section 8.7. Paternity Leave.**

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

22
23 **Section 8.8. Adoptive Leave.**

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

26
27 The District shall be notified when adoption proceedings have begun, and the leave shall begin at the
28 natural break in the school year or on a mutually agreed upon date.

29
30 At the discretion of the District, adoption leave may extend up to ninety (90) days beyond the initial
31 ninety (90) day leave. The exact date of the employee’s return will be determined in consultation with
32 the Superintendent/designee and the employee’s immediate supervisor.

33
34 In the event adoptive parents are both employees of the District, they shall together be entitled to a
35 total of ninety (90) days leave and leave shall be granted to only one (1) parent at a time.

36
37 **Section 8.9. Childcare Leave.**

38 Ninety (90) days of non-paid leave shall be granted an employee to care for a newly born child. The
39 leave must commence immediately following the childbearing disability leave. The leave request shall
40 be directed to the Superintendent/designee. Such request shall be made in writing as soon as the
41 employee knows that a leave will be requested and no later than thirty (30) days before the anticipated
42 delivery date. The request shall state the dates during which the employee intends to take childcare
43 leave.

44
45 **Section 8.10. Leave of Absence.**

46 Upon recommendation of the immediate supervisor through administrative channels to the
47 Superintendent, and only upon approval of the Board of Directors, any employee who has completed
48 two (2) years of service with the District may be granted a leave of absence for a period up to but not

1 to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)
2 additional year may be granted.

3
4 **Section 8.10.1.**

5 An employee returning from a Board approved leave of absence shall be assigned to the
6 position occupied before the leave of absence. In the event the position does not exist in the
7 District, the employee will be assigned to a position substantially comparable to the position
8 held before the leave of absence.

9
10 Current employees shall be allowed to move to a leave of absence assignment (subject to
11 seniority provisions in Section 9.5), provided that only one (1) such employee may do so for
12 each leave of absence.

13
14 **Section 8.10.2.**

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

19
20 **Section 8.11. Judicial Leave.**

21 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
22 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
23 required presence in court. In the event that an employee is party in a court action, such employee may
24 request an appropriate leave.

25
26 **Section 8.12. Personal Leave.**

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

30
31 Personal leave is not intended to be used for other employment or to extend a vacation or holiday.

32
33 Application for personal leave entered in the online absence reporting system shall be processed forty-
34 eight (48) hours in advance (unless personal leave is being utilized in conjunction with bereavement,
35 maternity or paternity leave). If the personal leave is for two (2) or more consecutive days, the
36 employee shall give their building principal advance notice (verbal or written). Personal leave may not
37 be used during the first five (5) or the last ten (10) workdays of the student school year. The District
38 may exercise the option to limit personal leave to five (5%) percent of the represented employee work
39 force, except for the months of April, May and June, when the District may limit personal leave to no
40 more than two (2) employees per work site. However, in extraordinary circumstances (i.e., child's
41 graduation), the Superintendent/designee may grant personal leave beyond the above requirements.

42
43 Employees may carry over up to three (3) leave days not to exceed a total of five (5) personal leave
44 days in any one (1) year.

45
46 Any employee having the value of more than three (3) days of personal leave in their balance as of
47 June 30 will have the hours above three (3) days deducted and will be paid their hourly rate for the
48 hours above three (3) days from the prior year with the July payroll.

1
2 Appropriate work plans shall be prepared by the employee and left for the employee's substitute prior
3 to the leave date.

4
5 **Section 8.13. Leave Sharing.**

6 All voluntary leave sharing among District employees shall be in strict compliance with current RCW
7 41.04.660.

8
9 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a
10 relative or household member suffering from an extraordinary or severe illness, injury, impairment, or
11 physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault,
12 or stalking; or a fellow employee who has been called to service in the uniformed services, which has
13 caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
14

15
16
17 **ARTICLE IX**

18
19 **PROBATION, SENIORITY, LONGEVITY AND LAYOFF PROCEDURES**

20
21 **Section 9.1.**

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

25
26 **Section 9.2.**

27 Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days
28 following the hire date. The employee shall receive an evaluation after sixty (60) work days in the
29 presence of their supervisor. During this probationary period the new hire is not eligible for any
30 new/vacant positions unless mutually agreed and the District may discharge such employee at its
31 discretion.
32

33 **Section 9.3.**

34 Upon completion of the probationary period, the employee will be subject to all rights and duties
35 contained in this Agreement retroactive to the hire date.
36

37 **Section 9.4.**

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

- 39
40 A. Discharge for justifiable cause;
41 B. Resignation from employment;
42 C. Retirement; or
43 D. Change in job classification within the bargaining unit as hereinafter provided.
44

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

1
2 **Section 9.4.1.**

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

- 4
5 A. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
6 United States;
7 B. Time spent on other authorized leaves; or
8 C. Time spent in layoff status as hereinafter provided in Sections 9.6 through 9.6.3.
9

10 **Section 9.4.2.**

11 In situations where time is lost by reason of judicial leave, industrial accident or industrial
12 illness, seniority credit shall continue to accrue as outlined in Section 8.10.2.
13

14 **Section 9.5.**

15 Seniority rights shall be effective within the general job classification. As used in this Agreement,
16 general job classifications are those set forth in Article I, Section 1.3. and equivalent positions shall be
17 those set forth in Schedule A. Other differentiations within the paraeducator group related to
18 Article IX for special education child specific positions, intervention specialist positions, or special
19 education self-contained classroom positions are specifically described in the agreement below.
20

21 **Section 9.6.**

22 Seniority shall be the first consideration in all matters of job promoting, assignment to new or open
23 jobs and positions, layoff, addition or reduction in hours, rehire, and special services (including
24 overtime), providing the employee meets the qualifications.
25

26 If the District determines that seniority rights should not govern because a junior or outside applicant
27 has demonstrated ability, performance and/or qualifications related to the job description and/or
28 posting, substantially greater than a senior employee, the District shall set forth in writing to the
29 employee or employees its reasons why the senior employee or employees were bypassed. The
30 District shall also notify the Association President(s) in writing of the bypass. Disputes regarding
31 qualifications shall be resolved through the grievance procedure (Article XII).
32

33 **Section 9.6.1. Higher Level Positions.**

34 Employees who apply for a higher level position shall demonstrate their ability to meet the
35 qualifications of a higher level position through a mutually agreed upon selection process.
36

37 **Section 9.6.2.**

38 The District shall publicize all new and open positions that are part of the bargaining unit for at
39 least five (5) days prior to any selection process occurring. All postings will list necessary job
40 qualifications and all qualified employees can apply and will be considered for all open
41 positions including: intervention specialist and special education positions. Postings will be
42 advertised and employees may apply for vacancies on the district's job application system. If
43 the most senior applicant will be awarded the position based upon their demonstrated ability to
44 meet the job qualifications, supervisors may waive interviews with other in-district applicants.
45 The District may also limit the number of candidates interviewed. If the number of candidates
46 is limited the District will interview all of the candidates meeting the minimum qualifications
47 who are senior to the least senior candidate interviewed.
48

1 Positions that come available after spring break and are not filled for the remainder of the
2 school year will be posted on the District’s job application system in August. Positions that
3 come available after spring break that require verification of demonstrated ability, successful
4 performance or particular qualifications, will be posted on the District’s job application system
5 starting in May.

6
7 To provide stability for the student instruction and district programs, employees will be limited
8 to two (2) building or lateral position change in assignment per school year unless the change
9 would result in an increase in hourly rate or hours per day, or as mutually agreed by the
10 Association and the District.

11
12 **Section 9.6.3.**

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

15
16 Additional work time of less than one (1) hour shall be offered within building by seniority
17 where current schedules are not disrupted by email notification or by using the form, “Parapro
18 Position Bid for Additional Building Hours”. Increases to currently staffed child specific
19 positions, intervention specialist positions, and self-contained classroom positions shall first be
20 offered to the staff holding those specific positions.

21
22 **For the Bus Monitor Classification Only:**

23 Daily needs for bus monitors will be posted at a time that allows all bus monitors to view. If
24 there is a late addition, the leadership team will notify bus monitors. Assignments will be
25 awarded at a mutually agreed upon time by the Association and District, daily and by seniority.
26 A daily needs route cannot conflict with a bus monitor’s regularly contracted time.

27
28 During the course of the school year, bus monitors may experience incidental increases or
29 decreases in their fixed route times which shall be noted on the timesheet. Bus monitors will
30 provide early notification to the Transportation Supervisor when the route time is increased or
31 decreased fifteen (15) minutes or more for three (3) consecutive days. Increased or decreased
32 fixed route hours which occur for ten (10) consecutive workdays shall be submitted to the
33 Transportation Supervisor for review. If a continued change of fifteen (15) minutes or more is
34 determined by the Transportation Supervisor, (s)he will submit the approved based hour
35 adjustment to the Business Office. Base hourly pay adjustments will be reflected as close to the
36 next beginning or middle of the succeeding month as the change occurs. Any adjustment
37 performed by a monitor on a regular basis, including route assignments that operate less than
38 five (5) days per week will be included as route time.

39
40 Bus monitors will place their seniority number by their selection. The most senior bus monitor
41 will be awarded the work unless the most senior bus monitor is in overtime, then the next
42 senior bus monitor in line will be awarded the extra work. If no bus monitor accepts the route,
43 the District will assign the route as needed.

44
45 In case of the absence of a contracted bus monitor, contracted bus monitors will be afforded the
46 opportunity to bid provided the absence is ten (10) or more consecutive working days and the
47 change of time is a minimum of one-half (1/2) hour per day. If all bus monitors refuse to move

1 up, the substitute may take the longer run. Otherwise the substitute will fill in on the shorter
2 run. A maximum of two (2) bus monitors may access the Section at any given time.

3
4 **Section 9.6.4.**

5 Decreases of one (1) hour or more to a job assignment during any school year shall allow the
6 affected employee to bump a less senior employee in an equivalent position within their
7 classification. Within five (5) working days following notification of reduction, said employee
8 must submit a written request to bump. *Exception:* See Section 9.11. Bumping into an
9 equivalent position triggers the twenty (20) day right to return language (Section 9.9). The
10 affected employee may not bump into intervention specialist positions, special education child
11 specific positions nor special education self-contained classroom positions even if they are
12 more senior than the employee(s) in those positions.

13
14 **Section 9.7.**

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

18
19 **Section 9.7.1.**

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

23
24 **Section 9.7.2.**

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

27
28 **Section 9.8. Longevity.**

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

34
35 **Section 9.8.1.**

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

39
40 **Section 9.9.**

41 The Association and the District have a mutual interest in supporting professional growth for
42 employees.

43
44 Creating a system that supports job opportunities is one way to support professional growth. Given
45 this mutual interest, the right for an employee to return to their previous job when efforts in the new
46
47 position are unsatisfactory, benefits and protects both the employee and the District. The following
48 procedure is intended to outline the right for an employee to return to their previous job.

- A. Within twenty (20) working days after beginning in a new position, either the employee or their supervisor may direct a return to the employee's previous position.
- B. During the twenty (20) day right to return period, the vacated position will not be filled on a permanent basis.
- C. The opportunity for this right to return excludes positions filled during the first thirty (30) working days and the last thirty (30) working days of the student calendar, unless mutually agreed by the Association and the District.

Additionally, training opportunities for all Association members will be made available. This includes the opportunity to access training that may be primarily intended for another job classification. While there may be circumstances that limit access to specific training offerings, such as costs or timing, every effort to notify all Association members of all District trainings will occur. This will include information for the PSE bulletin boards, utilization of e-mail, the District's on-line training calendar, PSE newsletters, and District-mailed flyers (hard copy).

Section 9.10. Layoffs.

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

- A. The District shall determine the reductions necessary in any and all job classifications.
- B. Employees will be given two (2) weeks notice prior to layoff.
- C. The District shall determine the level of reduction in the job classifications and reduce based upon seniority to reach that level.
- D. An employee whose position, including one-on-ones (See Section 9.12), is being eliminated may bump a less senior employee in an equivalent position within their classification as listed in Schedule A. Within five (5) working days following notification of reduction, said employee must submit a written request to bump.

Section 9.10.1. Recalls.

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

- A. Persons on the recall list must have completed the probationary period.
- B. Persons on the recall list shall provide the District with their current address and telephone number(s). Employees may also provide a current e-mail address to the District. All information and preferences of notification method must be provided in writing to the District personnel office. It is the employee's responsibility to notify the District, in writing of any change of address, phone number(s) or e-mail address.
- C. When a position comes open, current employees will have first opportunity to be selected through the position bid process.
- D. Following the above process, the District will notify the senior person on the recall list when an equivalent position comes open in their classification.
- E. An employee on layoff status who rejects an offer reemployment shall forfeit rights to reemployment with the District, provided that such employee is offered a position substantially equal in time (loss no greater than thirty (30) minutes) to that held prior to layoff.



- F. An employee on layoff status shall forfeit rights to reemployment with the District if the employee does not respond to an offer of reemployment within five (5) working days.
- G. Will be allowed to participate in beginning of school year bidding.

Section 9.11. Child Specific.

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

Employees on a layoff recall list:

- A. Must have completed the probationary period.
- B. Will be placed on a reemployment list and maintain seniority attained at the time of layoff for a period of eighteen (18) months.
- C. Cannot displace current employees.
- D. Shall be considered along with current employees when filling posted positions.

Section 9.12. Discipline and Discharge.

The District shall have the right to discipline and discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 9.13.

An employee who resigns will give, by written notice to the Superintendent or designee, two (2) weeks’ notice of resignation.

Section 9.13.1.

- A. To provide continuity and safety for students, and employees who are employed to fill a position with multiple paraeducator assignments (such as classroom, crossing guard, playground duty, etc.) may not resign an individual assignment of the position unless mutually agreed by the District and the Association,
- B. An employee may resign a paraeducator assignment added after the start of the school year during the current school year only.

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



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ARTICLE X

INSURANCE

Section 10.1. SEBB Insurance.

The District shall provide basic and optional health benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. This information is subject to change by the state and this Section will be construed consistently with SEBB rules, guidance and state laws. Any disputes on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board not through the grievance procedures of this Agreement.

Section 10.1.1. SEBB Program.

The District will pay the full portion of the employer contribution required by the Health Care Authority (HCA) as agreed upon in the statewide CBA for those employees who meet the eligibility requirements. SEBB will implement the statewide CBA when establishing the employee rates which will be paid to the HCA through payroll deduction for the month in which the employee receives benefits.

- Basic life and accidental death and dismemberment insurance (AD&D)
- Basic Long-Term Disability
- Vision
- Dental
- Medical

Employees are deemed eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (I) when a qualifying high deductible health plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deductions for any supplemental insurance they choose through SEBB (increased AD&D, long-term disability, etc.).

Section 10.1.2. Dependent Coverage.

Legal spouses, state registered partners, children up to 26 (biological, and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order or divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within SEBB programs.

Section 10.1.3. Eligibility.

As further provided in WAC 182-31-040, a school employee is eligible for the employer to contribute towards SEBB benefits if they are anticipated to work at least six hundred thirty (630) hours per school year. Employees who were not anticipated to work six hundred thirty (630) hours, but in fact work six hundred thirty (630) hours became eligible once they reach six hundred thirty (630) hours. Paid leave hours may count toward the six hundred thirty (630) hours used to determine eligibility for benefits to the extent provided in SEBB/HCA rules.

1 **Section 10.1.4. Enrollment Start.**

2 Benefit coverage for new employees will begin the first day of the month following the first
3 day of work when it is anticipated that the employee will work six hundred thirty (630) hours,
4 except during the month of September when the employee’s benefit coverage will begin in
5 September if the employee is expected to work six hundred thirty (630) hours or more during
6 the school year and that employee begins on or before the first day of school in September. See
7 WAC 182-31-040 for more rules regarding start of coverage and enrollment.
8

9 **Section 10.1.5. Continuity of Coverage.**

10 When a new employee to the District was previously employed by a SEBB employer and was
11 eligible for SEBB, that employee will have uninterrupted benefit coverage if they are
12 anticipated to work six hundred thirty (630) hours in a school year, and meets eligibility criteria
13 during the school year, the employee will become eligible for SEBB benefits and will begin
14 coverage in the month following this establishment of eligibility. When a regularly contracted
15 employee reaches or is anticipated to reach six hundred thirty (630) hours in a school contract
16 year, the employee will not be denied insurance for the duration of the contract year, provided
17 the employee remains employed and eligible for coverage under the SEBB rules.
18

19 **Section 10.1.6. Benefit Termination/End.**

20 An employee terminating employment is entitled to continuing SEBB benefit coverage for the
21 remainder of the calendar month in which they terminate. In cases where separation occurs
22 after completion of full contract obligation (i.e., the end of the student year in June) SEBB
23 benefit coverage continues until August 31. The District will notify the Association of any
24 exception to this. See WAC 182-31-050.
25

26 Upon request, the District will provide information to the Association related to eligible and
27 ineligible employees. With proof of insurance, an eligible employee may decline coverage
28 through the SEBB and therefore have no payments or premiums deducted from their paychecks
29 for this purpose.
30

31 **Section 10.1.7. Legislative Changes/Conformity to the Law.**

32 If the Washington State Legislature or Health Care Authority changes the SEBB provisions to
33 allow for changes in employer contributions toward elective benefits or changes in medical
34 coverage either party can reopen Section 10 for negotiation over the changes to the extent
35 allowed by law. This section will be construed consistently with state laws and SEBB
36 guidelines.
37

38 **Section 10.2 Health Benefit Mitigation Fund.**

39 The District shall contribute an amount of money per bargaining unit employee, for the purpose of
40 contributing to each employee’s VEBA account. The contribution will be paid in two (2) installments,
41 January and August.
42

43 Effective September 1, 2021, the District shall contribute four hundred dollars (\$400) annually to
44 employees who work up to four (4) hours/day; and the District shall contribute eight hundred dollars
45 (\$800) annually to employees who work four to eight (4-8) hours/day.
46

47 The District will adopt the VEBA Health Reimbursement Plan (Plan). The District agrees to contribute
48 to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible



1 employee must submit a completed and signed Membership Enrollment Form to become a Plan
2 participant and be eligible for benefits under the Plan.

3
4 The selected contribution(s) shall be made during the term of this agreement and the Association shall
5 notify and re-authorize such agreement with the District annually consistent with Internal Revenue
6 Service Regulation.

7
8 **Section 10.3.**

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

13
14 **Section 10.4.**

15 The District shall provide tort liability coverage for all employees subject to this Agreement.
16
17

18 **ARTICLE XI**

19 **ASSOCIATION MEMBERSHIP**

20
21
22 **Section 11.1. Membership.**

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

31
32 **Section 11.2. Membership Rescission.**

33 Association members requesting to rescind membership and membership rights in their exclusive
34 professional advocacy organization shall make such request in writing to the Association, following
35 the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing
36 such conditions have been met, the Association shall inform the District of the employee’s non-
37 member status consistent with the notification Section 11.3.

38
39 **Section 11.3. New Hire Notification.**

40 The District shall notify the Association and the agreed bargaining unit representative of all new hires
41 within ten (10) days of hire date, or as soon as practical, including name, home mailing address, job
42 title, work email, work location and hire date.

43
44 **Section 11.4. Dues and Checkoff.**

45 The Association shall provide the District with a full and complete list of bargaining unit employees
46 who are current members of the Association, and shall provide updates, additions, and/ or other
47 changes in membership status to the District upon request. The District agrees to accept dues
48 authorizations via voice authorization or by E-signature in accordance with “E-SIGN”. The



1 Association will provide a list of those members who have agreed to union membership via voice
2 authorization. In addition, upon request, access to the District to the .wav files associated with the
3 voice authorization. The Association will be the custodian of the records related to voice/E-signature
4 authorizations. PSE agrees that, as the custodian of records, it has the responsibility to ensure the
5 accuracy and safe-keeping of those records. The District shall deduct Association dues from the pay of
6 any employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit
7 all such funds deducted to the Treasurer of Public School Employees of WA/SEIU Local 1948 on a
8 monthly basis.

9
10 **Section 11.5. COPE – Political Action Committee.**

11 The District shall, upon receipt of a written authorization or voice authorization form that conforms to
12 legal requirements, deduct from the pay of such bargaining unit employee, the amount of contribution
13 the employee voluntarily chooses for deduction for political purposes and shall transmit the same to
14 the Association on a check separate from the Association dues transmittal check. The Association
15 shall be responsible for drafting a mutually acceptable written authorization form and collecting and
16 furnishing the same to the District for any interested employee. Section 11.6. of the Collective
17 Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any
18 time. At least annually, the employee shall be notified by the PSE State Office about the right to
19 revoke the request. The District shall not be obligated to make deductions of any kind under this
20 Section 11 when the deduction would cause the employee’s pay to drop below the current federal or
21 state minimum hourly wage requirement. Once any funds are remitted to PSE, their disposition
22 thereafter shall be the sole and exclusive obligation and responsibility of PSE.

23
24 **Section 11.6. Indemnify and Hold Harmless.**

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

28
29
30 **ARTICLE XII**

31
32 **GRIEVANCE PROCEDURE**

33
34
35 **Section 12.1. Purpose.**

36 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints
37 arising between the District and its employees within the bargaining unit defined in Article I herein,
38 with respect to matters dealing with the interpretation or application of the terms and conditions of this
39 Agreement and shall be resolved in strict compliance with this Article. A determined effort shall be
40 made to settle such differences at the lowest possible level in the grievance procedure. Meetings or
41 discussions involving grievances shall be scheduled at mutually agreeable times.

42
43 **Section 12.1.1. Definitions.**

- 44
45 A. **Grievant:** A grievant is an employee, or in the case of the Association’s contractual
46 rights, the union.
47 B. **Grievance:** A grievance is defined as a dispute involving the interpretation or
48 application of the specific terms of this Agreement.

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

2
3 **Section 12.1.2.**

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

8
9 Failure on the part of the employer at any step of this procedure to communicate the decision
10 on a grievance within the specific or mutually extended time limits shall permit the grievant to
11 lodge an appeal at the next step of this procedure.

12
13 Failure on the grievant (employee or union) to present or proceed with a grievance within the
14 specified or mutually extended time limits will render the grievance waived.

15
16 **Section 12.2. Process.**

17
18 **Section 12.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.**

19 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or
20 twenty (20) days after the event is known or reasonably should have been known, the employee
21 shall attempt to resolve the grievance informally with their immediate supervisor. The
22 immediate supervisor shall respond informally within ten (10) days of the employee's
23 presentation. The informal presentation and response at this level may be oral or written.

24
25 In presenting the grievance, the employee may be accompanied by a representative of the
26 Association at all steps of the grievance.

27
28 **Section 12.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

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

- 32
33 A. A statement of the alleged grievance including the facts upon which the grievance was
34 based;
35 B. Reference to the specific term(s) of the agreement which have been allegedly violated;
36 and
37 C. Remedy sought.

38
39 The immediate supervisor shall inform the employee and the Association in writing of the
40 disposition of the grievance within fifteen (15) days of the presentation of the grievance. If an
41 agreeable disposition has been made, the aggrieved party shall terminate the grievance in
42 writing within ten (10) days.

43
44 **Section 12.2.3. Step 3. Superintendent/Designee Level.**

45
46 A. Individual Grievance

47 If the grievance is not settled at Step 2 and the Association believes the grievance to be
48 valid, a written statement of the grievance shall be submitted within fifteen (15) days to

1 the District Superintendent or the Superintendent's designee. After submission of the
2 grievance, the parties will have fifteen (15) days to meet with the Superintendent or
3 designee to resolve the grievance. A written statement of the disposition shall be given
4 to the aggrieved and the union within fifteen (15) days of the meeting. If an agreeable
5 disposition has been made, the aggrieved party shall terminate the grievance in writing
6 within ten (10) days.

7 **B. Association Grievance**

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

19
20 **Section 12.2.4. Step 4. School Board.**

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

29
30 **Section 12.2.5. Step 5. Arbitration.**

31 If no settlement is reached in Step 4, the Association has the right to file a demand for
32 arbitration as outlined below:

- 33
- 34 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
35 (10) days of receipt of the disposition letter at Step 4.
 - 36
 - 37 B. Arbitration shall be limited to issue(s) involving the interpretation or application of
38 specific terms of this Agreement.
 - 39
 - 40 C. When a timely request has been made for arbitration, the parties shall attempt to select
41 an impartial arbiter to hear and decide the particular case. If the parties are unable to
42 agree to an arbiter within ten (10) days after submission of the written request for
43 arbitration, the provisions of paragraph (d) below shall apply to the selection of an
44 arbiter.
 - 45
 - 46 D. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the parties
47 shall jointly request the American Arbitration Association to submit a panel of seven (7)
48 qualified neutrals. Such request shall state the issue of the case and ask that the

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

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

15 F. Arbitration proceedings shall be in accordance with the following:
16

- 17 1. The arbiter, once appointed, will inform the parties as to the procedures which will
18 be followed.
- 19 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and
20 shall be empowered to request, through subpoena if necessary, such data and
21 testimony as the arbiter deems pertinent to the grievance and shall render a decision
22 in writing to both parties within thirty (30) days, unless mutually extended, of the
23 closing of the record.
- 24 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
25 presented for arbitration which decision shall be final and binding on both parties.
- 26 4. The arbiter shall rule only on the basis of information presented at the hearing and
27 shall refuse to receive any information after the hearing except by mutual
28 agreement.
- 29 5. Each party to the proceedings may call such witnesses as may be necessary in the
30 order in which their testimony is to be heard. Such testimony shall be limited to the
31 matters set forth in the written statement of the grievance.
32 The arguments of the parties may be supported by oral comment and rebuttal.
33 Either or both parties may submit written briefs within a time period mutually
34 agreed upon. Such arguments of the parties, whether oral or written, shall be
35 confined to and directed at the matters set forth in the grievance.
- 36 6. Each party shall pay any compensation and expenses relating to its own witnesses or
37 representatives.
- 38 7. The arbiter shall specify in the award that the Employer or the Union, whichever is
39 ruled against by the arbiter, shall pay the compensation of the arbiter including
40 necessary expenses.
- 41 8. The total cost of the stenographic record, if requested, will be paid by the party
42 requesting it. If the other party also requests a copy, that party will pay one-half
43 (1/2) of the stenographic cost.
44

45 **Section 12.3. Binding Effect of Award.**

46 All decisions arrived at under the provisions of this Article by the representatives of the Employer and
47 the Association at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties;

1 provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the
2 authority to alter this Agreement in whole or in part.

3
4 **Section 12.3.1. Limits of the Arbiter.**

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

6
7 **Section 12.3.2. No Duty to Maintain Status Quo.**

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

11
12 **Section 12.3.3. Freedom from Reprisal.**

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

15
16 **Section 12.3.4. Timelines.**

17 Grievance claims involving retroactive compensation will be limited to no more than twenty
18 (20) days prior to the initiation of the grievance at the Step 1 meeting.

19
20 **Section 12.4. Grievance Release Time.**

21 In the event the grievance or arbitration discussions occur during regular employment time, the District
22 shall provide release time without loss of compensation limited to the grievant, required witnesses, and
23 one (1) Association representative unless otherwise approved by the District. It is recognized that
24 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place
25 outside the employee's work days and are not to be compensated by the District.

26
27
28
29 **ARTICLE XIII**

30
31 **SALARIES AND EMPLOYEE COMPENSATION**

32
33 **Section 13.1.**

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

36
37 **Section 13.2.**

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

42
43 **Section 13.3.**

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

1 **Section 13.4.**

2 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
3 this Agreement; provided, the employee has been actively employed continuously for at least one-half
4 (1/2) of the previous employment year.

5
6 **Section 13.5.**

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

9
10 **Section 13.6.**

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

13
14 In the event of an overpayment of employee wages, the District will work with the employee to
15 mitigate the impact on pay and benefits.

16
17
18 **ARTICLE XIV**

19
20 **TRAINING/PROFESSIONAL DEVELOPMENT**

21
22
23 **Section 14.1. Professional Development.**

24 The District recognizes that employees desire to improve and broaden their work skills and training.
25 Therefore, a staff development fund for classified employees of five thousand dollars (\$5,000) will be
26 available for employee use. The District shall carryover any unused funds from year to year to a
27 maximum of ten-thousand (\$10,000) dollars. A fund balance report will be provided to the PSE
28 Chapter President(s) bi-monthly. In the event of a levy failure, there will not be money placed into the
29 staff development fund, for that year, but any fund balance from the rollover, shall be made available
30 for employee’s use.

31
32 A variety of training opportunities may be developed and offered. If the District requires attendance of
33 the employee, regular salary rates will be paid. In no event, will overtime rates be paid. If attendance
34 is voluntary, the employee may utilize this fund for payment of tuition, travel expenses, substitute
35 expenses, and materials required for such attendance.

36
37 Employees may request staff development funds by filling out a Staff Development Request Form.
38 Such application must be approved by the employee’s supervisor, the PSE Chapter President(s) and
39 final approval will be granted by the Superintendent/designee.

40
41 Employees required by the District or by State regulations to attend training (including first aid
42 training), receiving required certification, or being recertified, as a condition of employment, shall be
43 reimbursed for all fees, costs and/or expenses. Those employees that choose not to attend District
44 provided training sessions when scheduled shall be required to pay for their registrations in other
45 locations unless attendance and payment is pre-approved by the Superintendent/designee. Employees
46 shall also be compensated for all time expended as “hours worked” pursuant to Article XIII, Section
47 13.1.



1 **Section 14.2.**

2 The parties mutually agree to participate in the Washington Public School Classified Employee's
3 Apprenticeship Program (WPSCEJATC). Any employee who successfully completes the
4 Paraeducator I, Paraeducator II and Paraeducator III programs through WPSCEJATC, shall receive an
5 additional one dollar (\$1.00) per hour for each program. Such increase shall be in addition to the
6 employee's regular rate of pay as expressed on Schedule A.

7
8 **Section 14.3.**

9 The District will pay employees who have completed the core competencies prior to September 1,
10 2001, twenty-five cents (\$0.25) per hour above their appropriate step on Schedule A.

11
12 **Section 14.4.**

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

15
16 Paraeducators will pay for all costs related to the certification application. Paraeducators with this
17 certificate may be placed into classroom teaching assignments when the list of qualified substitute
18 teachers has been exhausted. This placement will occur under the direction of the school principal, in
19 cooperation with the personnel office.

20
21 The paraeducator will be paid at the substitute teacher rate of pay for this experience and a substitute
22 for their regular position will be sought.

23
24 **Section 14.5. All Staff Orientation.**

25 The District will provide five (5) hours additional pay, at the employee's regular pay rate, to each
26 classified staff member for attendance at the All-Staff Orientation Program and District or site-related
27 orientations/trainings/work, unless these occur during the employee's normal work hours. District or
28 site related training will include required annual online safety training.

29
30 New employees will be paid for any additional required training that is part of their induction to the
31 District, unless this occurs during the employee's normal work hours. Meetings regarding benefit/pay
32 information are on a non-paid basis.

33
34 **Section 14.6. Paraeducator Premium.**

35 Paraeducators compensated under the paraeducator/bus monitor wage classification whose regular
36 contracted duties are to perform catheterization, toileting and feminine hygiene, gastrostomy, or diapering
37 of students identified by Student Support Services Director/designee shall receive a stipend in the amount
38 of one thousand dollars (\$1,000). Paraeducators employed in formal district-defined special programs
39 shall automatically receive a stipend in the amount of one thousand dollars (\$1,000).

40
41 The annual stipend will be paid effective with October payroll and will be prorated based upon days
42 worked, if position begin after the start of the school year or ends before the end of the year.

43
44 The compensation and job description for a Behavior Intervention Technician include the duties
45 associated with the responsibility stipend described above.

1 **Section 14.7. Bilingual Interpreter Additional Work.**

2 Effective September 1, 2021, classified staff who provide bilingual interpreter support for meetings
3 outside of the employee’s regular contracted workday will be compensated at the rate of thirty dollars
4 (\$30) per hour (or overtime rate, if applicable).

5
6
7
8 **ARTICLE XV**

9
10 **TERM AND SEPARABILITY OF PROVISIONS**

11
12 **Section 15.1.**

13 The term of this Agreement shall be September 1, 2021 through August 31, 2024, with a wage
14 reopener during the summer of 2023.

15
16 **Section 15.2.**

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

19
20 **Section 15.3.**

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

23
24 **Section 15.3.1.**

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

29
30 **Section 15.4.**

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

33
34 **Section 15.5.**

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

37
38 **Section 15.6.**

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



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SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948**

MOUNT VERNON PARAEDUCATORS #824

MOUNT VERNON SCHOOL DISTRICT #320

BY: Denise Robison
Denise Robison, Chapter President

BY: 
Ismael Vivanco, Ed. D, Superintendent

DATE: February 1, 2022

DATE: 2-2-2022

SCHEDULE A
MOUNT VERNON PARAEDUCATORS AND BUS MONITORS
September 1, 2021 through August 31, 2022

	Step 1 (0-3 Yrs)	Step 2 (4-7 Yrs)	Step 3 (8-11 Yrs)	Step 4 (12-15 Yrs)	Step 5 (16-20 Yrs)	Step 6 (21-25 Yrs)	Step 7 (26+ Yrs)
Paraeducator/Bus Monitor	\$22.11	\$22.89	\$23.70	\$24.53	\$25.90	\$26.40	\$26.90
Paraeducator w/Sign Lang	\$24.93	\$25.81	\$26.73	\$27.66	\$29.13	\$29.63	\$30.13
Home Visitor (District Office)	\$24.43	\$25.30	\$26.18	\$27.11	\$28.55	\$29.05	\$29.55
SLP-A/LPN/Behavior Interv. Spec	\$28.79	\$29.80	\$30.85	\$31.93	\$33.57	\$34.07	\$34.57
Migrant Grad Specialist (w/o BA)	\$28.79	\$29.80	\$30.85	\$31.93	\$33.57	\$34.07	\$34.57
Multilingual School Liaison	\$24.43	\$25.30	\$26.18	\$27.11	\$28.55	\$29.05	\$29.55
Includes \$0.50 Longevity							

- Add \$0.25 for completion of Core Competency trainings completed before 9/2001
- Add \$0.25 for completion of Pilot Program Fundamental Course of Study before 9/2020
- Add \$1.00 for completion of each approved PSE Apprenticeship program (per Section 14.2)
- Longevity: \$0.50/hour for years 16-20, \$0.50/hour for years 21-25; \$0.50/hour for years 26+; noncumulative
- Paraeducator Responsibility Stipend: \$1,000 (per Section 14.6)
- Substitute paraeducator rate: \$21.36

A discussion concerning wage for Migrant Grad Specialist (w/BA degree) will occur during 2021-2022 labor management meetings; wage scale will be added to Schedule A.



SCHEDULE A
MOUNT VERNON PARAEducATORS AND BUS MONITORS
September 1, 2022 through August 31, 2023

	Step 1 (0-3 Yrs)	Step 2 (4-7 Yrs)	Step 3 (8-11 Yrs)	Step 4 (12-15 Yrs)	Step 5 (16-20 Yrs)	Step 6 (21-25 Yrs)	Step 7 (26+ Yrs)
Paraeducator/Bus Monitor	23.22	24.03	24.88	25.76	27.17	27.67	28.17
Paraeducator w/Sign Lang	26.18	27.10	28.07	29.04	30.56	31.06	31.56
Home Visitor (District Office)	25.65	26.56	27.49	28.46	29.95	30.45	30.95
SLP-A/LPN/Behavior Intervy Spec	30.23	31.29	32.39	33.53	35.22	35.72	36.22
Migrant Grad Specialist (w/o BA)	30.23	31.29	32.39	33.53	35.22	35.72	36.22
Multilingual School Liaison	25.65	26.56	27.49	28.46	29.95	30.45	30.95
Includes \$0.50 Longevity							

- Add \$0.25 for completion of Core Competency trainings completed before 9/2001
- Add \$0.25 for completion of Pilot Program Fundamental Course of Study before 9/2020
- Add \$1.00 for completion of each approved PSE Apprenticeship program (per Section 14.2)
- Longevity: \$0.50/hour for years 16-20, \$0.50/hour for years 21-25; \$0.50/hour for years 26+; noncumulative
- Paraeducator Responsibility Stipend: \$1,000 (per Section 14.6)
- Substitute paraeducator rate: \$22.42



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SCHEDULE A
MOUNT VERNON PARAEDUCATORS AND BUS MONITORS
September 1, 2023 through August 31, 2024

- Wage reopener for all positions
- Update job classifications (add/remove positions)
- Update job descriptions to match job classifications discussed during labor management
- Review Section 14.7 regarding bilingual interpreter support rate and discuss other bilingual related interest concerning training and pay
- Review bilingual required positions



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: _____

Site: _____

Date of Evaluation: _____

Evaluation Term: _____

(School year or probationary)

OVERALL PERFORMANCE DURING THE EVALUATION PERIOD COVERED BY THIS REPORT:

- | | |
|---|--|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory |
| <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |

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

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> 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.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

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).

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

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

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

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

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

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

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> 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.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> 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.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948 MOUNT VERNON PARAEDUCATORS/BUS MONITORS
6 CHAPTER #824 AND THE MOUNT VERNON SCHOOL DISTRICT #320. THIS AGREEMENT IS
7 ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE CURRENT
8 COLLECTIVE BARGAINING AGREEMENT.

9
10 The parties agree to the following:

11
12 The Mount Vernon School District will continue professional development on issues of equity,
13 diversity and inclusion, including training and supporting selected staff to participate in workshops
14 intended to increase skills and awareness on hidden bias, cultural competency and leadership skills.

15
16 Members of the Labor Management Committee will be an integral part in promoting a workplace
17 where each employee is part of a just work environment where the value of diversity and inclusion are
18 understood and advanced, to include impact of biases in the workplace. The committee will be made
19 aware of all policies and procedures that pertain to discrimination, harassment, equity and inclusion in
20 an effort to support the district's efforts and education of its membership. Workshops, planning groups
21 and discussions will be offered on paid time for all committee members.

22
23 Furthermore, selected staff in the bargaining unit who serve as Equity Leads in their building will
24 receive a stipend to support their work in this role. Equity Leads will collaborate to provide training
25 and professional learning experiences to the staff in their respective schools and will receive additional
26 training that will support their work in these roles.

27
28 This Letter of Agreement shall become effective upon the signature of all parties involved and shall be
29 attached to the Collective Bargaining Agreement.

30
31
32
33 PUBLIC SCHOOL EMPLOYEES OF
34 WASHINGTON/SEIU LOCAL 1948

35
36 MOUNT VERNON PARAEDUCATORS
37 AND BUS MONITORS CHAPTER #824

38
39 BY: Denise Robison
40 Denise Robison, Chapter President

MOUNT VERNON SCHOOL DISTRICT #320

41
42 BY: Ismael Vivanco
43 Ismael Vivanco, Ed. D, Superintendent

44
DATE: February 1, 2022

DATE: 2-2-2022