

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MOUNT VERNON SCHOOL DISTRICT NO. 320

AND

MOUNT VERNON EDUCATIONAL SUPPORT
ASSOCIATION



September 1, 2025 – August 31, 2028

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ARTICLE I. ADMINISTRATION

Section 1. Purpose

The Mount Vernon School District Board of Directors, hereinafter referred to as the “District” and the Mount Vernon Educational Support Association, hereinafter referred to as the “Association” have reached certain understandings pursuant to Chapter 41.56 RCW which they desire to confirm in this Collective Bargaining Agreement.

Section 2. Status of Agreement and Recognition

A. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Schedule A and the Association recognizes the responsibility of representing the interests of all such employees except the following:

- Positions excluded by the PERC Ruling of October 27, 1999 and clarified by the Order of September 27, 2000.
- Confidential positions as defined by Chapter 41.56.030 RCW

The District agrees to consult and negotiate with the Association with respect to matters relating to or affecting hours, wages, and working conditions of employees in the bargaining unit.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine and words denoting number shall include both the singular and plural.

B. Job Descriptions

The District agrees to provide job descriptions for all positions covered by the Agreement to the Association President. If the District elects to change a job description or when new positions covered by this Agreement are developed, a job description for that position shall be provided to the Association President and the District will meet and confer regarding the content of job descriptions covered by the bargaining agreement. Management shall have the exclusive right to determine the scope and content of all job descriptions covered by this bargaining agreement. The contents of job descriptions shall not be grievable.

C. Proposals

The District and the Association may submit written proposals for the successor agreement by May 15 in accord with the terms of Article XII Duration. The May 15 date may be changed by mutual agreement of the District and Association.

D. Printing and Distribution

Within reasonable time following ratification and signing of the “Collective Bargaining Agreement between Mount Vernon School District No. 320 and the

Mount Vernon Education Support Association”, the District shall make available the agreement on the District’s intranet.

E. School Calendar

The District will meet and confer with the Association on a proposed school calendar prior to May 1.

F. Management Rights

The management of the school district and the direction of the work force are vested exclusively in the District subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered (for its duration) by the District in accordance with such policy or procedure as the District from time to time may determine.

By way of illustration and not by way of limitation:

The right to:

1. Manage the District, direct the working staff including the right to determine the qualifications, hire, suspend, discipline or discharge employees for proper cause.
2. Lay off employees from duty because of lack of work, funds, or other legitimate reasons.
3. Transfer employees from one school, department, and/or classification, etc. Make such operating changes as are deemed necessary by the District for the efficient, effective, orderly and economical operation of the District.
4. Determine the methods, processes, means and personnel by which any and all work will be performed.
5. The right to determine the work to be done, standards to be met, and to what extent work will be performed by the employees.
6. The right to develop and control all budgets.

The Association agrees that for the duration of the Agreement, it will not foster, condone, acquiesce in or encourage any job action by bargaining unit members against the District.

G. Conformity to Law

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

- H. Labor Management Meetings
Representatives of the Association and District shall meet at least monthly to consider issues of concern which may be raised by either party.

Section 3. Non-Discrimination

The Mount Vernon Educational Support Association assures the Mount Vernon School District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against 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 the use of a trained dog guide or service animal by a person with a disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336. Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972 as amended, and RCW 49.60.030 Freedom from discrimination as amended. (Reference: School Board Policy 5010).

ARTICLE II. ASSOCIATION RIGHTS

Section 1. Dues Deductions

- A. The District shall deduct dues as designated by the Association from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Washington Educational Association (WEA) on a monthly basis. In the event of an error, correction will be made in the following month's transmittal. The District shall be absolved by the Association of responsibility for accuracy and accounting of Association dues and/or assessments. Additionally, individual employees shall provide a signature card authorizing payroll deductions, and shall not hold the District responsible for errors caused by inaccurate and/or inadequate information provided by the employee.

The dues deduction form and authorization shall remain in effective from year to year, unless withdrawn in writing by the employee.

Section 2. Communications

- A. New Employee Orientation

The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location

mutually agreed to by the District and Association. It is understood that new employees will be compensated at their hourly rate for this time.

- B. **Bulletin Boards**
An employee bulletin board shall be provided in each work site. The Association may post notices of its activities and matters of Association concern. Such a bulletin board will be placed, where possible, in the building staff room.
- C. **In-District Mail Services**
The Association may use employee mailboxes and District e-mail in its communications to employees so long as such communications are not intended to disrupt District operations. All materials must be clearly marked as to sender.
- D. **Use of District Facilities**
For the duration of the Agreement, the Association and its M.E.S.A. membership shall have the right to use District facilities for local meetings and to transact local Association business, provided such use is conducted outside of normal school business hours and meets the prior approval of the building supervisor.
- E. **Availability of Policies and Information**
The District shall make available to the Association copies of policies adopted by the School District Board of Directors.
- F. **Any employees covered by this Agreement shall make no oral or written individual agreement with the employer, related to wages, hours or general working conditions, union membership or activity, which conflicts with this Agreement. The District agrees that it will neither request nor require such agreements from its employees.**
- G. **Casual laborers (person(s) not performing regular job duties) are to be used only to supplement regular employees when special work must be completed in a timely manner. Such casual laborers may not be employed more than 30 (thirty) work days without the job becoming a new classification, and then with accordance in Article I. Section 2.B.**
- H. **Employees shall not be required to use their personal automobile to carry out work functions.**

ARTICLE III. PERSONNEL

Section 1. Rights, Responsibilities, Authority & Protection of Employees

A. Workplace Safety

Employees are encouraged to seek all protections they have under the law. The District will provide administrative representation to attend court in support of employees seeking a protective order against a person who has threatened them during the performance of their duties. Employees will be provided time off without loss of pay when appearing in a court proceeding relating to an action

involving the employee, which occurred as a result of and within the scope of the employee's work. An employee may elect to report the incident to the appropriate law enforcement agency of incidents of verbal or physical assault upon an employee.

Any employee who believes that a condition is unsafe or hazardous must notify his/her immediate supervisor by completing the district incident report form. The supervisor will respond to such notification within three (3) working days and solicit expertise to evaluate safety of the situation. The employee will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety and well-being.

B. Employee Protection

1. The District agrees to provide insurance to hold employees harmless and defend them from loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, or judgment by reason of any alleged negligent act or alleged negligent failure to act by such employee, within or without the school building, while performing or in good faith purporting to perform their official duties, provided any such employee, at the time of the act of omission complained of, was acting within the scope of employment or under the direction of the District; and provided further that the District shall not provide insurance nor defend an employee from loss where the employee was grossly or willfully negligent, or caused intentional harm.

The District will provide bargaining unit members with property insurance protection covering the personal property of bargaining unit members engaged in the maintenance of order and safety and the protection of school personnel and students and the property thereof when that is deemed necessary by the District. The District will also include liability insurance covering injury to persons and property damage protecting those bargaining unit members from claims or suits filed against the bargaining unit member while engaged in the maintenance of order and safety. Bargaining unit members will be designated as insured parties in policies of insurance provided herein.

2. No employee entrusted with the district's funds shall be held responsible for loss due to robbery, fire, or other circumstances not within his/her control.
3. Any charge or complaint against an employee shall be brought to the attention of the employee at the earliest possible opportunity and within ten (10) working days of the discovery of the incident leading to the charge or complaint. An investigation into said allegation shall commence within five (5) working days of the notification and conclude no later than thirty (30) working days after commencement of the investigation. If unusual circumstances prevent adherence to the timelines established herein, the District will communicate the circumstances to the MESA President and a

new timeline will be mutually established. Anonymous complaints shall not be used for disciplinary or evaluative purposes.

4. No employee shall be disciplined (warnings, reprimands, suspensions with or without pay, or discharged) without just and sufficient cause.
 5. Regarding matters of formal discipline, an employee shall be entitled to have a representative of the Association present. Nothing herein shall preclude the normal interaction between the building administrator and the employee.
 6. No individual will be forced to decorate his/her worksite nor will the District tolerate any verbal comments made to that individual for his/her having declined to decorate the worksite.
 7. Any assault upon an employee shall be promptly reported to the District or its designated representative. Employees who need assistance contacting appropriate authorities may request assistance from the District.
 8. If an employee is injured as a result of an assault while performing District-contracted duties and said assault becomes a valid Labor and Industries (L&I) claim, the employee may elect to use all authorized available paid leave benefits. Within thirty (30) days of receipt of wage benefits from L&I, employees may submit a copy of such payments to the District and the District will reimburse the employee's leave for the same period by the proportionate amount. The District will credit-back the employee for up to three (3) days' paid sick leave benefits used by the employee for L&I submission following L&I approval of the claim provided those days were not otherwise compensated by L&I and were reimbursed at the election of the employee, as provided above.
 9. The private and personal life of an employee is not within the appropriate concern or attention of the District unless it affects the ability of the employee to perform their job with the District.
- C. The use of surveillance and monitoring systems in District operated facilities and vehicles is for the purpose of reducing discipline problems and providing a safe environment for students and staff and may be placed where there is not a reasonable expectation of privacy such as parking lots, entrances, exits, hallways, offices, gymnasiums, cafeterias, libraries and other public shared or common spaces. Furthermore, surveillance and monitoring systems are tools to assist in monitoring students on the bus and in buildings to document student behavior. Information from surveillance and monitoring systems will not be used for the purpose of staff discipline except as part of an investigation into allegations of cases of misconduct as defined by RCW 50.04.29. Prior to the use of any such information, the District shall provide notice to the individual employee and the MESA president. The employee and his/her MESA representative may view the recordings at a set time and designated location. All MESA employees will be

informed of the use of such systems and their locations in their respective work sites.

For emergency situations, the district utilizes a Duress Button system. When pressed, the Duress Buttons place 911 calls and display video images from the location of the activated Duress Button to the 911 dispatch center and the Mount Vernon Police Department. In addition, camera images may be viewed by district administration for the purpose of determining emergency response actions.

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

Section 2. Position Vacancies

The District and the Association recognize the need to recruit and retain the best-qualified staff. The District encourages employees to apply for any new or open positions. In order to give employees in the bargaining unit an opportunity to apply for an open position, the following shall apply:

- A. When a position is open in any department, the District shall give notice of the opening and list qualifications as soon as possible; and post so that interested employees of the District may be reasonably informed of a vacancy or new position.
- B. For open positions in the bargaining unit, the District shall publicize for at least five (5) working days the availability of open positions as soon as practical after the District is apprised of the opening. Electronic notification of the job posting shall be forwarded to the members of the Association. Employees must apply through the online application system. Employees who meet the job qualifications, and have satisfactory evaluations will be granted an interview for the position.
- C. If a District employee from the bargaining unit is determined to be not qualified by the screening team, the District shall contact the employee stating the reason the employee was not chosen. If the reason does not satisfy the employee, that employee may start the grievance procedure stated in Article XI of the collective bargaining agreement.
- D. It is the District's goal to employ the best-qualified candidate for every position. The interview process may include an interview and/or an exercise relevant to the posted job description. If two internal candidates are equally qualified, the employee with the greatest seniority shall be offered the position. Any bargaining unit employee who was interviewed and passed over in seniority due to a more qualified junior employee in the bargaining unit shall be notified to the reasons of the District's decisions. If the reason does not satisfy the employee, the employee may exercise the grievance procedure of the collective bargaining agreement. If an external candidate is selected over internal candidates, the internal candidates shall be notified to the reasons of the District's decisions. If the reason does not satisfy the employee, the employee may exercise the grievance procedure of the collective bargaining agreement.

- E. If no members of the bargaining unit apply for an open position, or if the District determines that the members of the bargaining unit who apply for the open position are not qualified, the District may then hire external applicants for the position.

Section 3. Employee Staff Reduction

A. Procedures for Staff Reduction

In the event the Board of Directors adopts a reduced program by reason of financial necessity, including, but not limited to, levy failure or decreased state support, those employees who will not be retained to implement the District's reduced or modified program will be non-renewed from employment and identified by using the following procedures:

1. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment within the bargaining unit (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided. Those Association members hired before the October 15, 1999 establishment of this Association shall use their district hire date as the basis of seniority.
2. The seniority rights of an employee shall be lost for the following reasons:
 - a) Resignation;
 - b) Discharge for just cause; or
 - c) Retirement.
3. Seniority rights shall not be lost for the following reasons, without limitation:
 - a) Time lost by reason of industrial accident, industrial illness or judicial leave;
 - b) Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
 - c) Time spent on other authorized leaves; or
 - d) Time spent in layoff status as hereinafter provided.

Seniority shall not accrue while an employee is on leave of absence or in a layoff status.

- B. Should the District decide to lay off employees, affected employees shall be notified in writing prior to June 30 of the school year immediately preceding the year in which the anticipated layoff will occur. The least senior employee shall be the first to be laid off. In the event that two employees have identical hire dates, the employee with the least number of unpaid leave days since date of hire shall be judged to have more seniority. In the event both employees share the same hire dates as well as number of unpaid days since date of hire, the employee with the earlier date of birth shall be judged to have more seniority.
- C. In the event that the least senior person to be laid off does not hold a position that is being eliminated, the position held by the least senior employee and any subsequent vacancies resulting from this process will be posted in accordance with Article III, Section 2 Position Vacancies. If no qualified internal candidate applies

for such a vacancy, then the District will reassign current employees in accordance with Article III, Section 5 Reassignments and Transfers.

- D. In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for twenty-four (24) months.
- E. Employees on layoff status shall file their mailing and email addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.
- F. An employee shall forfeit rights to reemployment if the employee does not respond to a notice of vacancy within the employee's job classification. Such response must be made in writing within the timeline on the notice of vacancy.
- G. An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

Section 4. Reduction in Hours or Days

- A. In the event the District reduces a program that results in the reduction of the time of any MESA employee and if no equivalent vacancy is available, the least senior employee within each category where the reduction occurs shall be the first to have time reduced. Seniority shall be considered in accordance with Article III, Section 3.A.
- B. For the purposes of implementing this process, Administrative Secretary and Transportation Dispatcher shall be considered Secretary IV positions; the Substitute Coordinator shall be considered a Secretary III position; and the Receptionist shall be considered a Secretary II position.
- C. Any employees affected by a Reduction in Time shall be given at least two weeks prior notice.
- D. Prior to reducing time of any employee, the Personnel Office will meet with the affected employee(s) and MESA official(s) to discuss the situation and problem-solve possible options.

Section 5. Reassignments and Transfers

- A. No involuntary transfer/reassignment will be made without considering qualified volunteers to fill the necessary position. If an employee is downgraded in an involuntary transfer, said transfer shall result in no loss of compensation or benefits to the employee.
- B. The District will notify the affected employee(s) in as timely a manner as possible.

- C. The immediate supervisor will maintain open communication with the affected employee(s) regarding the need for the change and the process that is to be used in determining the transfer/reassignment.
- D. Employees being transferred/reassigned will be informed of any other appropriate vacancies known at the time the transfer decision is being made. Employees will be able to indicate their preference of assignment.
- E. Reassigned employees (an employee moved to a different building site and/or to a different level) may, at their request, solicit a review of the planned assignment and make known their wishes regarding an alternate assignment by the immediate supervisor. A written request by an employee for this review shall be made within five (5) calendar days of the assignment notification to the employee.

Section 6. Absenteeism/Reassignment

The Association and the District have a mutual interest in satisfactory performance and successful service within each position. The Association and the District recognize that regular attendance is essential. While it is not intended to be punitive in nature, when an employee is absent more than twenty (20) days annually, said employee may be reassigned to a comparable position. Reassignment will be considered only after consulting with the individual employee affected, Association leadership, and reviewing attendance patterns and considering other relevant circumstances. Association leave shall not count toward the absences in this provision.

Section 7. Employee Personnel Files

- A. The District shall maintain a single personnel file which shall be kept in the Personnel Office and which shall be controlled by the Superintendent or designee.
- B. Principals 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, and are subject to review upon request of the employee.

Materials within a working file may be formalized to become part of the employee's personnel file as described herein. Working file materials not formalized and introduced into the employee's personnel file within two years of origination shall be destroyed.

- C. The District shall maintain no other personnel files. Listings and objective forms which include an employee's name and objective data shall not be construed to be part of the contents of any personnel file. (For example: affirmative action reports and records, equal opportunity for employment information and records, records of absence, payroll data, fringe benefit reports and records, rosters, certification information and records, information and records regarding health certificates, retirement information and records, authorizations for withholding from pay and employee withholding exemption certificate, etc.)
- D. The employee's District personnel file is available for review by the employee under the following conditions:

1. During normal office hours (8:00 am to 5:00 pm) of a regular business day.
2. The file will remain in the Personnel/Business Office.

- E. Employees shall be notified within five working days when material is placed in their personnel file.

Materials reviewed by an employee and judged by the employee to be derogatory to his/her conduct, service or character, may be answered in writing. Such written response shall become a part of the written personnel records. Notice that such a response was placed in the file will be directed in writing to the Superintendent of Schools, or designee.

- F. Once an official reprimand or warning is made, all material relating to that reprimand or warning will be sent to and maintained only in the District personnel file, and in the working file for the remainder of the work year.

- G. Employees have the right to request the Superintendent to review their file and remove derogatory materials.

Section 8. Release of Names

The names of bargaining unit members shall not be given to a commercial agency or private enterprise.

Section 9. Job Review/Re-Classification

When an employee's job requirements have changed to such a degree that their current responsibilities are not commensurate with their job classification and/or level, they may request a review by completing the Reclassification Request Form (Appendix II) and submitting it to the Superintendent or designee and the Association President(s). The Reclassification Request Form must be submitted by November 15. A job review committee, made up of two (2) representatives of the District and two (2) representatives of the Association shall consider each request, meet with each employee who submits a request, and render a decision regarding each request. The decision will include any change in compensation and the timing of that change. As a guideline, compensation changes should commence when work responsibilities warrant a classification change within the school year of the review. Decisions will be communicated to the employee in writing prior to Winter Break and will include the rationale for the decision. Existing personnel and staffing levels shall not be any part of the basis for the decision as the review will focus on the employee's job requirements and the degree to which their responsibilities are commensurate with their job classification and/or level.

Section 10. 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.

A. Progressive Discipline

Depending upon the severity of the offense, discipline may begin at any step, however, if circumstances justify, some steps may be eliminated. A verbal warning or letter of direction that is issued to the employee is not considered a progressive

disciplinary action although it does serve to provide notice to the employee of acceptable and unacceptable behavior. Past letters of direction issued prior to the date of this signed agreement will remain in staff personnel files as progressive discipline.

Progressive discipline shall include, but not be limited to, the following steps:

1. Written Letter of Reprimand
2. Suspension without pay
3. Termination

- B. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action and/or at any meeting in which discipline is imposed. The District, acting through a supervisor, shall advise an employee when there is knowledge that disciplinary action will or may take place. When a request for such representation is made, no meeting shall continue nor shall any action be taken with respect to the employee, until such representative of the Association has reasonable opportunity to be present. In no event, however, shall the meeting be delayed more than three (3) work days, unless by mutual agreement, to accommodate such representation.

Section 11. Immigration Enforcement

Employees shall not seek or require, information regarding a student's or their family's citizenship or immigration status except as contemplated herein. Pursuant to the Family Education Rights and Privacy Act ("FERPA"), employees shall not disclose, without parental consent, the immigration status of any student. This prohibition does not preclude District employees from asking for information on, for example, a student's status as a non-English speaker in order to establish or evaluate a student's education plan. To the fullest extent possible under the law, and in compliance with the Keep Washington Working Act, the District shall not voluntarily divulge information to federal immigration enforcement agents.

Consistent with Board Policy and Procedure 4300, the District shall not voluntarily permit access to its property or any records (including but not limited to immigration status, employment records, or personal information of employees including home addresses) contained therein by agents of Immigration and Customs Enforcement (ICE) or similar immigration enforcement (such as Customs and Border Patrol) unless legally required to do so by a valid court order. The District will not release to any third parties, any information pertaining to immigration status except with the bargaining unit member's written consent or as required by law.

Employees shall direct anyone engaging in, or intending to engage in, immigration enforcement, including federal immigration authorities with official business that must be conducted on District property, to the school principal and superintendent/authorized designee prior to permitting entrance to school grounds or access to information. With the exception of facilitating established District protocols and procedures related to directing immigration enforcement agents or authorities to the proper District contact, no employee will be required to interact with or assist immigration enforcement agents or authorities.

Upon written request, and with as much notice as may be practicable under the circumstances, an employee shall be released for up to ten (10) unpaid working days one time during their employment in order to attend to immigration or citizenship status matters for themselves or their family members. These unpaid days will be provided subject to the employee first exhausting applicable paid leave(s). The days need not be taken consecutively. The Employer may request verification of such absences and/or appropriate confirming documentation.

If an employee needs a temporary leave of absence due to immigration or citizenship status matters for themselves or their family members, such requests should be submitted and granted pursuant to Article VIII, Section 11, Unpaid Leaves of Absence, with the exception that these requests will be available for all bargaining unit members regardless of full or part-time status.

Employees contending with immigration and/or citizenship matters for themselves or their families may seek assistance through Skagit Legal Aid, the current employee assistance program, the WEA Immigration Assistance Program, and/or other legal assistance programs. Employees are encouraged to seek District and Association assistance identifying available support programs.

ARTICLE IV. WAGES AND BENEFITS

Section 1. Wages

- A. Employees shall be compensated in accordance with the provisions of this Agreement for hours worked.
- B. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.
- C. Salaries contained in Schedule A shall be effective as mutually agreed and/or as modified subject to the terms of Article XII. Should the date of this Agreement be subsequent to the effective date, salaries, including overtime, shall be effective as mutually agreed.
- D. In determining step placement, the grid in Appendix I shall be utilized to ensure that employees new to MESA will be placed at an appropriate step level recognizing that placement may not be at a higher step level than a current employee with similar, relevant work experiences.
- E. Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year.
- F. Any employee who changes job positions within a classification shall receive full longevity credit regarding step placement on Schedule A.

- G. Employees requested to work a shift regularly filled by a higher classification employee shall be compensated at the rate they would be paid if they assumed the position permanently.
- H. State Inflationary Increase/Cost of Living Adjustment
When the State Legislature establishes a cost-of-living adjustment (Implicit Price Deflator, Seattle Consumer Index Rate, or other increase), the MESA salary schedule will be increased by the amount established by the State Legislature, independent of any additional bargained terms.

Section 2. Elementary Secretary Load Stipend

An annual stipend in the amount of one thousand dollars (\$1,000.00) shall be added to the scheduled compensation of elementary school building secretaries when building enrollment as of October 1 is greater than 500 (not FTE).

Section 3. Insurance Contributions

- A. The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined in state law and described below.

Benefits presently provided by the SEBB include but are not necessarily limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental which may include orthodontia
- Medical

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees who select a qualifying High Deductible Health Plan (HDHP) for their medical insurance will automatically be enrolled in a Health Savings Account (HSA). These employees may choose to make additional contributions to their HSA through a payroll deduction.

Eligibility

MESA staff shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year and not enough days remain in the year to achieve 630 hours, and said employee is anticipated to remain employed the following school year, that employee will be provided with benefits coverage pursuant to WAC 182-31-040.

Leaves

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will retain their employee/employer relationship status for the provisions of this section and will receive benefits as required by SEBB policy. An employee on approved leave under the Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) may continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or current state rules, regulations, and guidelines. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA). (WAC 182-31-110)

Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to the first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after 630 hours.

Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) benefit coverage will continue until August 31, unless the effective date of the employee's resignation occurs in June or July.

Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent allowed by law.

All of the provisions of Article IV related to insurance shall be interpreted consistent with the rules, regulations, and guidelines of the SEBB.

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

Section 4. Payroll Deductions

- A. Payroll deduction information included on individual warrant stubs will be itemized to the extent such information is provided to the District by the Association on a monthly basis in the form of specific billing amounts; e.g., WEA.
- B. Deductions to the Washington School Employees Credit Union are allowed provided membership is established following Credit Union procedures. The Credit Union will process the employee's application and furnish the completed authorization card.

Unless notified by the Credit Union in writing, the District will continue to make the same deductions each month. Any employee desiring to cancel or change the deduction must notify the Credit Union. After the Credit Union has been notified by the employee, the Credit Union will document any change in the employee's deduction to the District. Up to four (4) changes shall be permitted during each school year.

Section 5. Contract Days

A. New Employee Orientation

The Association and the District have a mutual interest in providing for the successful induction of new employees. Therefore, any building and/or department inducting an educational support staff member new to the District, may authorize up to one (1) additional day's pay for orientation purposes. Such pay must be authorized, in advance, by the building/department supervisor.

Section 6. Work Year

Each employee shall be assigned a definite location and regular work schedule and work year, which shall not be changed without prior notice to the employee of ten (10) working days, except in case of an emergency. Provided, however, that such notification of change in location or work schedule may be waived at the sole discretion of the employee. The daily work schedule may be changed at the discretion of the supervisor to coincide with District needs and building use, within reason.

Effective September 1, 2022, contract work days for Secretary III elementary and middle school attendance/office assistant positions will be 190 days per year to be used under the direction of the Building Principal.

Section 7. Longevity

In recognition of longevity of MESA employees, the following factor percentage based upon the MESA seniority list will be granted annually each September. The factor percentage will be cumulative (e.g., 15 years = 2%, 20 years = 3%, 25 years = 5%). (See Schedule A)

10-14 Years	1%
15-19 Years	1%
20-24 Years	1%
25+ Years	2%

Section 8. VEBA

Effective beginning the 2025-26 school year, the District agrees to pay an amount of \$200 annually into a VEBA account for each employee. For the 2026-27 school year, this amount shall be increased to \$400 annually. Beginning the 2027-28 school year, the District agrees to pay an amount of \$600 annually into a VEBA account for each employee.

ARTICLE V. HOLIDAYS AND VACATIONS

Section 1. Holidays

- A. All employees shall receive the following paid holidays that fall within their work year:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Friday of Spring Recess	Native American Heritage Day/Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	Day after Christmas

Employees shall be given compensatory time off, to be taken at a later date and agreeable to the School District, when these holidays fall on Saturday or Sunday.

B. Worked Holidays

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

C. Holidays During Vacation

Should a holiday occur while an employee is on vacation the employee will not be required to use vacation for said holiday.

Section 2. Vacations

- A. All employees subject to this agreement shall receive vacation on an FTE basis (1 FTE = 2080 hours) as follows:

After one (1) and up through twelve (12) months of service:	Pro-rated
After one (1) year and up through five (5) years of service:	Ten (10) days
After five (5) years and up through thirteen (13) years of service:	Fifteen (15) days
In the 14 th year of service:	Sixteen (16) days
In the 15 th year of service:	Seventeen (17) days
In the 16 th year of service:	Eighteen (18) days

In the 17 th year of service:	Nineteen (19) days
In the 18 th year of service:	Twenty (20) days
In the 19 th year of service:	Twenty-one (21) days
In the 20 th year of service:	Twenty-two (22) days
In the 21 st year of service:	Twenty-three (23) days
From the 22 nd year of service:	Twenty-four (24) days

Vacation pay for employees who do not work the entire year (September 1 through August 31) shall receive pro-rata vacation pay as follows:

- I. Days of vacation credit x 8 hours = total hours
 - II. Total hours x FTE = vacation hour pay at regular hourly rate
- B. Full-time employees may be allowed to take a portion of their vacation during the time school is in session. The date of the vacation shall be mutually agreed to by the Supervisor and the employee in advance.
- C. Vacation credit currently due but unused by the new accrual date each year may be carried over for a maximum of thirty (30) working days. The District will approve vacation requests in accordance with regulations outlined in WAC 357-31-215. If the District denies an employee's vacation request, and accrual places the employee over the maximum thirty (30) working days, an extension for time over the accrual will be granted on a monthly basis. A statement of necessity will accompany each extension request.
- Time accrued over the maximum thirty (30) working days must be used before the last business day of the current fiscal year. The District is concerned with employee well-being and encourages timely use of accrued vacation.
- D. Upon separation from service by reason of resignation, layoff, dismissal, retirement or death, employees or their estate are entitled to a lump sum payment of unused vacation.

ARTICLE VI. HOURS OF WORK

- Section 1. Regular Working Hours and Breaks
- A. The work week shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.
 - B. Each employee shall be assigned to a definite and regular schedule and work week, which shall be changed as necessary to meet the required schedule. Employees will be notified ten (10) working days prior to any change of work week or schedule except during the first two (2) weeks of the student school year and in emergency situations. The employee's daily work schedule will be changed at the direction of District administrators to coincide with student or school program needs.

In the event of an unusual school closure due to inclement weather, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees are to report to work when travel conditions are safe. If a full day of work is missed due to inclement weather, either a day of work will be added to the work calendar, or the appropriate leave requested. Employees will not suffer a loss of pay for scheduled hours of work as a result of an unusual school closure. Additionally, in the event of a late start, no MESA member will be required to report to work earlier than thirty (30) minutes before the scheduled late start.

All employees that have already been on site prior to a determination by the District to close the school will be paid for that time at their regular rate of pay.

- C. The Educational Support Staff work schedule shall be assigned and designated in accordance with the needs of the District. Shifts over four (4) consecutive hours shall receive a minimum of thirty (30) minutes and up to a maximum of one (1) hour uninterrupted, uncompensated lunch period as near the middle of the shift as practicable.

Shifts of at least three (3) consecutive hours shall receive one rest period as near the middle of the shift as practicable. Shifts of more than six (6) hours shall receive two rest periods, both of which rest periods shall occur as near the middle of each half shift as practicable. Rest periods shall be fifteen (15) minutes in duration.

Section 2. Overtime

- A. In the event hours of scheduled work are in excess of forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's base pay.
- B. Employees called back on a regular workday or weekend for a special service, such as response to alarms, shall receive no less than two (2) hours pay at the base rate or at overtime rate, if applicable.
- C. In the event a supervisor requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates, if applicable. The employee, with the supervisor's approval, shall have the option of working through their designated lunch time and ending their work shift early in lieu of compensation.
- D. All overtime must have the prior approval of the Principal/Supervisor. In the event an employee finds himself/herself in a situation that is suddenly precipitated such that pre-planning could not relieve the necessity of the use of overtime, the employee will inform the Principal/Supervisor as soon as possible.

Section 3. Alternative Work Schedule

The work week and work shift during days when students are not in session may consist of four (4) consecutive days of ten (10) hours per day, and a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and including a fifteen (15) minute first half and a

fifteen (15) minute second half rest period, both of which shall occur as near the middle of each shift as is practicable. Said work week schedule shall be subject to the following conditions.

- A. The alternative schedule must have the prior approval of the employee's immediate supervisor.
- B. The modified schedule must allow for the office to be open five days per week during regularly scheduled business hours.
- C. The office must be staffed by individuals able to respond to the anticipated office needs.
- D. Said work week schedule is eligible for implementation when non-student attendance days occur Monday through Friday.

ARTICLE VII. WORKLOAD

Section 1. Direction of Work

- A. MESA employees shall be included in decisions and possible changes that may impact daily routines and workload of clerical staff.
- B. When a new task is introduced or a task is significantly expanded, the supervisor and the employee shall discuss how the work will be accomplished in light of the employee's current workload, which tasks are the priority, and any tool/training necessary to accomplish the task.
- C. When asked to perform tasks beyond the scope of the job description or not assigned to them by their supervisor, MESA members have the right to respectfully decline without discipline or other adverse consequences.
- D. Either the Supervisor/Principal or employee/clerical staff may request scheduled meetings to discuss workload that may include:
 - develop a plan for task assignments,
 - office workload divisions,
 - check in on office "mental health",
 - any problems that have or could arise,
 - efficient practices,
 - concerns and successes,
 - impact and implementation of program changes,
 - mechanisms for time sensitive tasks.

Section 2. Student Discipline

Every effort will be made to keep the impact of student management in discipline matters to a minimum in the office areas. Other staff will be assigned the disciplinarian role to relieve office personnel of this supervisory role.

Section 3. Supervisor/Principal Designee

In the event the supervisor/principal is unavailable, there will be someone assigned as their designee to be administrative support for the building.

Section 4. Outside/After School Programs

Outside agencies and before/after school programs are expected to provide their own clerical and supervisory support. The supervisor of the program is responsible for the safety of the children until picked up by a guardian at the end of the session.

Section 5. Committee Time

Recognizing that participation in site-based decision making and other District planning activities place an impact on employees' workloads, the District shall endeavor to set reasonable expectations for participation in these activities. Employees who are authorized/directed by their immediate supervisor to serve on site-based planning committees or other District authorized committees that meet at times other than the employee's normal work hours shall be paid their time in attendance at either their normal hourly rate or their overtime rate, whichever is applicable.

Section 6. Health Room Tasks

The supervisor shall have a discussion with the employee at the beginning of the school year and review the priority of work to be done related to student health clerical tasks. Support for immunization data work related to the student registration process will be available through discussion with the employee's supervisor. MESA member involvement with student health work will be a standing agenda item for contract maintenance meetings.

Section 7. Principal/Employee Pre-Approved Additional Hours

Clerical employees may access additional hours associated with workload as allocated below. Prior to using Employee Hours, the employee shall notify the supervisor of his/her intent to utilize these additional hours. If the principal wishes to use Principal Hours, the principal will seek mutual agreement from the employee to utilize these additional hours. These days may be converted into hours.

Principal Time

Two (2) Days

Employee Time

Three (3) Days

ARTICLE VIII. LEAVES

Section 1. Temporary Disability/Emergency Leave

Definition

Temporary disability/emergency leaves are leaves of absence for which an employee covered by this Agreement accrues entitlement under RCW 28A.400.300 and which the employee may use as described hereafter. Temporary disability/emergency leave shall be compensated leave.

Use

Temporary disability leave may be used only in the event of absence due to disabilities resulting from an illness, injury, accident, pregnancy, miscarriage, abortion, childbirth and recovery there from as may affect the employee or in keeping with laws governing family leave (RCW 49.12.270).

Family Care

An employee is authorized to utilize sick leave for the following reasons: to provide care for a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care for a family member who needs preventative medical care due to a mental or physical illness, injury or health condition. Family means any of the following:

- A. A child, including 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 parent, 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;
- G. A sibling; or
- H. Any person living in the household as a member of the family.

Emergency leave may be taken in the case of emergencies as defined in the following:

- A. The problem must have been suddenly precipitated, must be of such nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.
- B. The problem cannot be one of minor importance or mere convenience, but must be of a serious nature.
- C. The problem cannot be in lieu of temporary disability leave, leaves of absence, childbearing leave or military leave.
- D. When an employee is absent from work as a result of their partner giving birth to a child, such absence shall be deemed to meet the criteria above.

In order to be eligible for consideration as emergency leave, the written application to the Superintendent of Schools/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.

In case of an emergency as defined above, it shall be the responsibility of the employee to notify their immediate supervisor as soon as possible in advance of the emergency leave.

Section 2. Accrual of Temporary Disability/Emergency Leave

Temporary disability/emergency leave will accrue at the rate of one (1) day per month to a maximum of twelve (12) days per year for full-time employees. Leave for less than full-time employees will accrue at the rate of one (1) day per month with annual accumulation limited to at

least that portion of ten (10) days as the number of days contracted bears to one-hundred-eighty (180) days. The employee shall be entitled to the projected number of temporary disability leave days at the beginning of the school year. Leave days earned but unused during each calendar year may be accumulated year to year to a limit of one hundred eighty (180) days. Leave days earned but unused during each calendar year may be compensated annually or at retirement or death so long as prescribed by and permitted by statute. For part-time employees, all accumulation or deduction of temporary disability/emergency leave shall be on the basis of the employee's scheduled work day as it relates to a full work day.

On the Job Injury/Illness

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

In the event such an employee should terminate employment having used more temporary disability/emergency leave days than would otherwise have been earned, an adjustment to salary due but unpaid, or procedures for repayment, will be implemented as appropriate.

Section 3. Childbearing Disabilities

The employee will notify the Administration of her intention to request leave as far in advance as possible. Notification should be at least three (3) months before the estimated date the leave is to begin.

The employee is to indicate on the request the following information:

- A. Anticipated date of birth
- B. Estimated desired date leave is to begin
- C. Estimated desired date of return from leave

The employee may continue to work until a reasonable date before the birth of the child provided the employee is capable of performing all required duties of the job and the employee submits a physician's written concurrence.

Section 4. Paid Family & Medical Leave

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

- A. Bond with a new child coming into the home through birth, adoption or foster placement;
- B. Care for the employee or a family member during a serious illness or injury

- C. Time to prepare for a family member's pre- and post-deployment activities as well as time for childcare issues related to a family member's military deployment.

The employee is responsible to notify the District of their intent to apply for PFML leave. PFML and FMLA can be chosen to be taken consecutively instead of concurrently at the employee's discretion.

All paid work over the course of the year counts towards the 820 hours. Paid Family & Medical Leave (PFML) is an insurance program funded through premiums paid by employees and employers and administered by the Employment Security Department. While on leave, the employee is entitled to partial wage replacement and may supplement this benefit with other paid leave.

Employees may choose to use accrued sick, vacation and personal leave to supplement such paid leave received under PFML up to 100% of their base salary. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. To receive compensation, the employee will provide document verification of the Weekly Benefit Amount letter (WBA) and documentation of weekly deposits received from the Employment Security Department (ESD). Documentation must be received by the 10th of the month to be processed with the current month's payroll.

Section 5. Use of Accumulated Temporary Disability Leave for Childbearing Purposes

The employee's temporary disability leave benefits will begin on the day that the employee is no longer able to work due to temporary disability caused by pregnancy. This date must be verified in writing by the employee's personal physician.

The employee's temporary disability leave benefits will be paid for the period:

- A. The employee's personal physician certified in writing that the employee is disabled due to maternity; and
- B. To the extent of the employee's accumulated temporary disability leave.

Eligible employees shall be granted the right to donate annual leave to come to the support of another eligible employee in need of such assistance in accordance with State law and Mount Vernon School District policy.

Section 6. Return from Temporary Leave for Childbearing Disability Purposes

The employee must notify the Administration Office within thirty (30) days at the end of pregnancy of intent to return from temporary leave for Childbearing purposes.

An employee requesting to return to work within sixty (60) calendar days at the end of the pregnancy must have the written approval of the employee's physician. The employee's specific assignment will remain available provided the employee returns within sixty (60) calendar days or at the next natural break in the instructional year. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.

Longer leaves may be requested and mutually agreed to.

Experience credit will not be given for leaves exceeding one-half (1/2) an individual's work year.

Section 7. Bereavement Leave

Up to five (5) days for each loss shall be granted per year in the event of death in the family of the employee. "Family" shall be interpreted as employee's child, spouse, close personal relationship, parent, step-relative, grandparent, grandchild, sibling, brother or sister-in-law, parent-in-law, aunt or uncle. Such bereavement leave shall not be deducted from temporary disability leave. Bereavement leave is non-accumulative.

An additional two (2) days, to be deducted from emergency leave, may be granted for extenuating circumstances (i.e., out-of-state travel) at the discretion of the Superintendent/Designee. All bereavement leave shall be by notification and arrangement between employee and employer.

Section 8. Childcare Leave

- A. Ninety (90) consecutive work days non-paid leave shall be granted to an employee to care for a newly born child. The leave must commence immediately following the childbearing disability leave.
- B. The leave request shall be directed to the Superintendent or designee. Such request should be made in writing as soon as the employee knows that a leave will be requested and no later than thirty (30) days before the anticipated delivery date. The request shall state the dates during which the employee intends to take childcare leave.
- C. At the discretion of the District, childcare leave may extend up to ninety (90) days beyond the initial ninety (90) day leave. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.
- D. In the event both parents of the newly born child are employees of the District, they shall together be entitled to a total of ninety (90) days leave and leave shall be granted to only one parent at a time.
- E. Experience credit will not be given for leave time.
- F. Leave to care for an adopted child is governed exclusively by the provisions of Section 8.

Section 9. Adoptive Leave

- A. Up to ninety (90) work days of non-paid leave shall be granted to an employee who adopts a child and requests such leave. The leave request shall be directed to the Superintendent or designee.
- B. For absences resulting from adoption, emergency leave may be taken subject to the conditions of Article VIII, Section 1 Emergency Leave.

- C. The District shall be notified when adoption proceedings have begun and the leave shall begin at a natural break in the school year or a mutually agreed upon date.
- D. At the discretion of the District, adoption leave may extend up to ninety (90) days beyond the initial ninety (90) day leave. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.
- E. In the event adoptive parents are both employees of the District, they shall together be entitled to a total of ninety (90) days leave and leave shall be granted to only one parent at a time.
- F. Experience credit will not be given for leave time.

Section 10. Personal Leave

Two (2) days of paid personal leave shall be granted each year. New employees hired after December 31 but before the end of the current school year shall be granted one (1) day of paid personal leave for the balance of the school year. The employee will not be required to state the reason for taking such leave, beyond declaring that it is personal.

- A. A leave request shall be entered in the online absence reporting system at least two (2) days in advance. If the personal leave is for two (2) or more consecutive days, the employee shall give their building principal/supervisor advance notice (verbal or written). Requests for such leave made less than two (2) days in advance may be considered under the provision of Section VIII, Section 1. Emergency Leave.
- B. Annually, one (1) day of emergency leave may be used for compelling personal reasons without written application to the Superintendent or designee. This leave must be scheduled at least two (2) working days in advance, when possible. This additional leave will be deducted from sick leave days.
- C. The employee will prepare appropriate work plans and deliver to the employee's supervisor or designee prior to the leave date if appropriate.
- D. Employee use of personal leave is limited to one (1) employee per department, per day.
- E. This leave will not be granted during the first five (5) or the last ten (10) work days of the school year. However, in extraordinary circumstances, an employee may request the Superintendent/designee to grant personal leave beyond these conditions.
- F. This leave may be accumulated for up to a maximum of five (5) days.
- G. Any employee having the value of up to three (3) days personal leave hours in their balance as of July 31 will carryover those hours to the following year. Any employee having the value of four (4) or five (5) days personal leave hours in their balance as of July 31 will carryover three (3) days to the following year. Any remaining days will be deducted and the employee will be paid at his/her hourly rate for the remaining hours up to a maximum of two (2) days from the prior year with the August payroll. Members

who anticipate utilizing personal leave after July 31 should notify the payroll office. In the event personal leave is requested and utilized after July 31, payroll will adjust the subsequent year's allocation.

- H. Effective beginning the 2027-28 school year, three (3) days of paid personal leave shall be granted each year. The July 31 balance in paragraph G of this Section will be reduced accordingly to account for the increased annual allocation.

Section 11. Unpaid Leaves of Absence

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and only upon approval of the Board of Directors, a full-time employee (four (4) hours or more per day) may be granted a leave of absence for a period up to but not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

The returning employee shall be assigned to an available position. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement, except Article III, Section 2.E.

The employee will retain accrued temporary disability leave and seniority while on leave of absence. However, vacation credits, temporary disability leave, and seniority shall not accrue while the employee is on leave of absence.

Section 12. Judicial Leave

In the event an employee is summoned to serve as a juror, or is named as a co-defendant with the District and the District determines that the employee was acting within the scope of his or her employment and in accordance with school district policy, such employee shall receive a normal day's pay for each day of required presence in court. In the event the employee is released from jury duty with half or more of their shift time remaining, they are expected to report to their work place.

Section 13. Association Leave

The District and the Association mutually recognize the need for release time to allow members to participate in Association business. The Association will reimburse the District for any actual substitute cost. A maximum of five (5) MESA members shall be allowed released time at any one time. The total number of release time hours shall not exceed 120 hours. The president of MESA will coordinate with the Superintendent or designee to ensure building/departments coverage and scheduling needs are met. Such request will be made at least three (3) days in advance.

ARTICLE IX. PROFESSIONAL DEVELOPMENT

Section 1. Professional Development

The three elements of professional development will include District Workshops and other Training Opportunities, Mentoring, and Peer Assistance.

District Workshops and other Training Opportunities

Association leadership will confer with the Superintendent or designee regarding training topics and requests as submitted from members. Two training opportunities per year will be identified for the entire unit with the training topic and date discussed by the Association leadership and Superintendent or designee. The date of these two trainings will include consideration of early dismissals and late starts and will occur during the workday.

The employee may also utilize the professional development fund for District approved training requests for the payment of tuition, travel expenses, substitute expenses, and materials required for such attendance.

Mentoring

- New MESA employees are eligible for mentor program support during the first year of their employment.
- Mentor training and sub coverage will be provided and paid from the professional development funds.
- Requests to mentor and pairing will be reviewed by the employee's supervisor, Association Leadership, and Superintendent or designee.
- Once approved, each District recognized mentor will receive a stipend of \$200 for the year of service to recognize their role.

Peer Assistance

Employee supervisor, Association Leadership, and Superintendent or designee will consider requests for peer assistance. Costs associated with peer assistance, including additional pay or sub coverage, will be paid from the professional development fund. MESA members supporting non-MESA members via peer assistance are also eligible for support through the professional development fund.

Section 2. Access to Training

The District recognizes the benefit of supervisor/employee collaboration to assess relevant training needs and to support opportunities for training. The District will make every effort to consider employee workloads and to consider options that will help employees to access training. Toward that end, the District will target a substitute pool for advanced training to facilitate employee release time during the regular work day. Additionally, the District will make efforts to offer training opportunities outside of the regular work day, and in consideration of early dismissals or late starts.

All bargaining unit members that require either new CPR/First-Aid training or maintenance of CPR/First-Aid training/certification will be provided training opportunities. The District will provide at least one (1) in-District training annually. Employees who cannot attend in-District training shall be reimbursed by the District through Professional Development funds for the cost of attending alternative training. In the event that an employee is required to attend an alternative training outside their regular workday, they will be paid at their hourly rate. If the District requires that an employee maintain specific training or certification, including but not limited to CPR/First Aid, the District will cover any related registration costs. When feasible, the District will directly pay registration costs to minimize the need to reimburse employees. The cost of required training or certification shall not be deducted from the Professional Development Fund established in Section 4 of this Article.

In the event that an employee has prescheduled optional District professional development or meetings at the District Office that impacts their job, the lack of a substitute will not preclude them from participating in said professional development and/or meeting provided that coverage for their position can be arranged or their supervisor otherwise approves their absence. All reasonable efforts will be made to accommodate the employee's attendance at optional District-provided training when the employee informs their supervisor at least one (1) week in advance and the meeting is scheduled outside of the student day.

In the event that an employee has prescheduled mandatory District professional development or meetings at the District Office that impacts their job, the lack of a substitute will not preclude them from participating in said professional development and/or meeting.

Section 3. Professional Leave

The District will grant up to 16 hours professional leave time, at the employee's full rate of pay, for each member of the bargaining unit. The purpose of the leave days shall be for training that is directly related to the work of the employee. A member requesting professional leave shall seek advanced approval from his/her supervisor, which shall not be unreasonably denied.

Section 4. Professional Development Fund

Annually the District will support the attendance of up to five (5) employees to the WASWUG conference and up to two (2) employees to the WAPT conference.

In addition, the District will establish a training, mentoring, and peer assistance pool professional development fund of four thousand dollars (\$4,000) per year to support the three elements described in Article IX, Section 1 for the purpose of supporting training and professional development, mentoring, and peer assistance programs designed to improve the job skills of MESA members. Association leadership and the Superintendent or designee will monitor use of this fund.

If the District requires attendance of the employee at a training session, or approves training requests during the regular workday, regular salary rates will be paid.

Section 5. Education Stipends

An annual stipend in the amount of \$500, paid in twelve (12) equal monthly instalments, will be paid to those employees in the Mount Vernon Educational Support Association who hold a Bachelor's Degree from an accredited college or university or an associates' transfer degree from an accredited college. Members who have a 2-year degree from an accredited college or university in the areas of business/clerical, and or early childhood education, equivalent to the current requirements at Skagit Valley Community College as determined by the Superintendent or designee shall be eligible for the stipend. The purpose of this stipend is to recognize the rigorous coursework that prepares employees for the general skills used in school district work. Transcripts are required for documentation. Current members, who have previous to this agreement received an educational stipend, shall continue to receive a \$500 stipend. Degree confirmation must be completed prior to October 1 and appropriate documentation shall be on file in the Administrative Office prior to October 15.

Section 6. Orientation

Each new hire will be provided two (2) hours to complete District-required training if time is not provided during the employee's workday.

Section 7. Bilingual Stipend

In order to recognize secretaries who are providing bilingual support in the course of their work, a stipend in the amount of \$1,000, paid in twelve (12) equal monthly instalments, will be paid to those employees in the Mount Vernon Educational Support Association who meet the assessment criteria (selected by the District in prior consultation with the Association) for oral and written translation. Assessment will be available beginning during September of the 2025-2026 school year. Any current bargaining unit member as of September 1, 2025, who has previously been approved for the stipend will be deemed to have met the assessment criteria. Once a secretary passes the assessment, their stipend shall continue year to year. It is recognized that employees may accomplish some interpretation and translation work within the normal work hours. However, it is also recognized that employees may receive additional pay for interpreting services and/or translation services that occur outside the normal work day as a result of completing interpreting service and/or translation service during the normal work day. These determinations shall be made in consultation with the employee's supervisor in order to approve additional pay and track workload.

Secretaries who provide bilingual interpreter support for meetings outside of the employee's regular contracted work day will be compensated at the rate of \$40.00 per hour (or overtime rate of \$60.00/hour, if applicable).

ARTICLE X. EVALUATION

Section 1. Purpose of Employee Evaluations and Use of Evaluation Results

A. Purpose of employee evaluations

1. To identify in consultation with the employee observed particular areas in which his/her performance is satisfactory or outstanding, and particular areas in which the employee needs to improve his/her performance.
2. To assist employees who have identified areas needing improvement in making those improvements.

B. Use of Evaluation Results

1. To acknowledge, recognize and encourage excellence in performance.
2. To document satisfactory performance by an employee of his/her assigned duties.
3. To identify discrete areas according to the evaluation criteria in which the employee may need improvement.

4. To document performance by an employee judged unsatisfactory based on the evaluation criteria.

Section 2. Annual Evaluations Guidelines

- A. Employees within the bargaining unit, other than probationary employees shall be formally evaluated at least once annually at least ten (10) work days prior to the conclusion of the respective employee's contracted year, but may be formally evaluated at any time.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days following the hire date. During this probationary period the District may discharge such employee at its discretion. Probationary employees shall be evaluated at least once during the probationary period. It is the intent of the parties that evaluations during the probationary period occur as near the middle of the probationary period as possible, but no later than 60 work days into the probationary period.

- B. The supervisor will discuss any performance concerns with the employee as soon as the concerns become known to the supervisor and s/he will work with the employee to improve his/her job performance.
- C. Employees shall be evaluated in writing using the evaluation forms provided by the District. The completed form shall be signed by both the employee and the supervisor; however, said employee's signature does not necessarily signify acquiescence with the contents therein. A copy of the completed and signed evaluation shall be provided to the employee following discussion of the evaluation with the employee. An employee may attach his/her own written comments to said evaluation within a reasonable amount of time.
- D. At the time an employee receives an unsatisfactory evaluation, the supervisor shall arrange a conference with the employee within ten (10) work days of said evaluation. At that meeting, the employee and the supervisor shall jointly develop a plan that:
 1. Addresses the specific areas detailed in the evaluation upon which the unsatisfactory performance rating was based;
 2. Articulates the specific activities that are agreed upon that remedy said deficiencies, along with the anticipated timelines and completion goals as well as any assistance provided by the District;
 3. Sets up a future evaluation schedule.

Section 3. Applicability of Grievance Procedures

The provisions of the Grievance Procedures shall be applicable to evaluation only as it relates to procedural issues, provided that no grievance proceeding shall limit the authority of the School District to proceed with probationary and/or non-renewal action pursuant to the procedures established by State Law.

ARTICLE XI. GRIEVANCE PROCEDURE

Section 1. Grievance Definitions

Definitions as used in this Article:

- A. Grievance: any dispute by an employee or the Association concerning the interpretation or application of the terms of this Agreement.
- B. Grievant: an employee within the unit referred to in Article I, Section 2, and/or the Association (MESA).
- C. Mediation: a confidential process by which the disputants involved in the potential grievance, voluntarily participate to negotiate a mutually agreed upon written resolution. Mediation shall be arranged and conducted by mediators, mutually agreed upon by the Association and the District.
- D. Working Days: days when the central office is open.
- E. Timeline: Failure of the District to act in a timely manner will automatically move the grievance to the next higher step for consideration. Time limits established herein may be extended by mutual consent of the parties.

Section 2. Rights to Representation

A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by Association representatives selected by the Association. If the aggrieved party chooses not to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Any adjustment of such a grievance shall not be inconsistent with the terms of the collective bargaining agreement then in effect.

Section 3. Step One - Supervisor

An employee shall first present his/her grievance to his/her immediate supervisor within thirty (30) working days of when the grievant became aware of, or should have been aware of, the occurrence. The immediate supervisor will arrange for a meeting to take place within ten (10) working days after notification of the grievance. The supervisor shall provide the grievant and the Association with a response to the grievance within ten (10) working days after the meeting. If the grievance is not resolved to the grievant's satisfaction, it shall be reduced to written form by the grievant and submitted to the immediate supervisor for reconsideration within ten (10) working days of receipt of the supervisor's response and will contain the following:

- A. The facts upon which the grievance is based;
- B. Reference to the section or sections of the Agreement alleged to have been violated;
and
- C. The remedy sought.

A written statement that indicates disposition of the grievance including the reasons for the decision shall be furnished to the grievant and the Association within ten (10) working days of receipt of the written grievance.

Section 4. Step Two - Superintendent/Designee

If no settlement has been reached in Step One, the grievance may be submitted by the grievant within ten (10) working days of receipt of the supervisor's written response to the Superintendent/Designee. After such submission, the Superintendent or the Superintendent's designee(s) and the grievant will have ten (10) working days from submission of the written statement to resolve the grievance through meetings(s). A written statement that indicates disposition of the grievance including the reasons for the decision shall be furnished to the grievant and the Association within ten (10) working days of the close of the timeline established above.

If the grievance is not resolved, the grievant may proceed to Step Three of the grievance procedure. If an agreeable disposition is made, all parties of the grievance shall sign it.

Association grievances shall be initiated at Step Two if deemed appropriate by the Association to facilitate the resolution of grievances.

Section 5. Step Three – Board

If no settlement has been reached in Step Two, within the specified time limits, the grievance may be submitted by the grievant within fifteen (15) working days to the Board. The grievant reserves the right to a hearing before the Board of Directors to explain the grievance. After the hearing, the Board will render a written decision with respect to the grievance in ten (10) working days.

Section 6. Arbitration

If no settlement is reached in Step Three, and the Association deems the grievance to be meritorious, the Association may submit a written request within ten (10) working days of receipt of the Board's decision that the matter be submitted to an arbiter for prompt hearing as hereinafter provided in Article XI, Section 6.A to 6.D listed below and inclusive:

- A. Request for arbitrator:
Written notice of a request for arbitration shall be made to the Superintendent within ten (10) working days of receipt of the decision in Step Three.
- B. When a timely request has been made for arbitration, the parties may agree to select an impartial arbiter to hear and decide the particular case within five (5) working days after submission of the written request for arbitration. If it is not possible within this time frame, or if selection as contained herein is not mutually acceptable, the provisions of Article XI, Section 6.C shall apply.
- C. In the event an arbiter is not agreed upon as provided in Article XI, Section 6.B, the parties shall jointly request a panel of seven (7) arbiters from an organization such as the American Arbitration association (AAA), PERC, or similar recognized arbitration service. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare lists. From among the mutually acceptable arbiters, the one (1) with the lowest combined preference number shall be the arbiter. In the event of a tie, between two (2) or more arbiters, a single arbiter shall be chosen by lot. In the event there are no

mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to delete the first name from the panel shall be determined by lot. The process shall be complete within five (5) days of receipt of the list.

- D. Arbitration proceedings shall be in accordance with the following:
1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearing.
 2. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
 3. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard.
 4. The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any pre- and post-hearing briefs and shall refuse to receive any evidence after the hearing except by mutual agreement.
 5. Each party shall be responsible for any of the costs relating to its own witnesses or representative.
 6. The costs for the services of the arbitrator, if any, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. Any other costs will be borne by the incurring party.
 7. The total cost of the stenographic record, if requested, will be paid by the requesting party. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs.
- E. The arbiter shall not have the authority to alter this Agreement in whole or in part.

Section 7. Additional Provisions

- A. In order to expedite grievance procedures, the parties may agree that steps may be skipped if it is determined that the supervisor at that level does not have authority to solve the grievance.
- B. Disputes that arise outside of the expressed terms of this agreement may utilize mediation or other mutually agreed upon problem-solving processes (e.g., labor management meeting). It is understood that disputes outside of the CBA are not subject to the grievance procedure.

- C. At any stage of the grievance process, the parties may mutually agree to mediation in order to resolve the issue. Timelines are suspended during mediation. At any point during mediation, either party may direct a return to the step where the grievance left off.
- D. No reprisals of any kind will be taken by the District, principal, or immediate supervisor against any employee because of his/her participation in any grievance.
- E. All documents, communication and records pertaining to any grievance will be filed separately from the personnel files of the participants and retained by the District for seven (7) years to be used for historical reference.
- F. Upon the Association's request, the District will furnish any information in its possession that will assist the Association in effectively representing its members to the collective bargaining process, the processing of grievances, or the investigation of a possible grievance.

ARTICLE XII. DURATION

The Agreements expressed herein constitute the entire Agreement between the parties and no oral statements shall add to or supersede any of its provisions. This Agreement may be reopened for amendment(s) by the mutual consent of both parties. Requests for such amendment(s) by either party must be in writing.

This Agreement shall be effective September 1, 2025, and shall be binding on the Board, the Mount Vernon Educational Support Association and its members and shall remain in full force and effect through August 31, 2028.

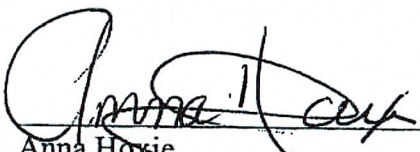
The intention of bargaining is to have a non-bargainable concept of full pass-through of state authorized and funded salary and benefit monies for the term of this Agreement. It is also clear that the following sentence will accommodate any major legislative change in the salary allocation schedule.

If, during the term of this Agreement, there are any new benefits or programs as a result of legislation, either party may submit proposals.

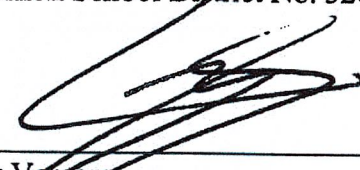
The parties hereto have signed this Agreement this 15 day of October, 2025.

Mount Vernon Educational Support Association

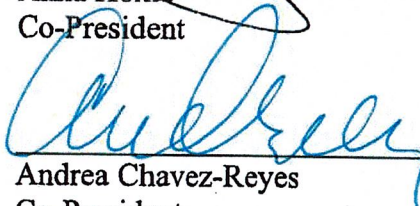
Mount Vernon School District No. 320



Anna Hoxie
Co-President



Dr. Victor Vergara
Board Secretary/Superintendent



Andrea Chavez-Reyes
Co-President

SCHEDULE A
2025-2026 BASE SALARY SCHEDULE
 IPD (2.5%) plus 2% applied to all cells

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Secretary II	27.19	28.27	29.40	30.58	31.80	33.09	34.39
Secretary III	29.60	30.80	31.99	33.29	34.62	36.01	37.43
Secretary IV	32.05	33.34	34.69	36.06	37.49	38.96	40.53
Asst to Supt Secretary	29.60	30.80	31.99	33.29	34.62	36.01	37.43
Administrative Secretary	32.05	33.34	34.69	36.06	37.49	38.96	40.53
Transportation Dispatcher	32.05	33.34	34.69	36.06	37.49	38.96	40.53
District Registrar	33.21	34.52	35.88	37.30	38.77	40.30	41.89
Substitute Coordinator	29.60	30.80	31.99	33.29	34.62	36.01	37.43
Receptionist	27.19	28.27	29.40	30.58	31.80	33.09	34.39
Accts Payable/Accts Receivable	36.55	37.70	38.88	40.11	41.35	42.65	43.96

*Longevity factor will be applied per CBA to base Step 7

2025-2026 SALARY SCHEDULE WITH LONGEVITY
Article IV. Wages & Benefits, Section 7. Longevity
 (Based on Step 7 Base Schedule)

	1% (10-14 Yrs)	2% (15-19 Yrs)	3% (20-25 Yrs)	5% (25+ Yrs)
Secretary II	34.74	35.08	35.43	36.11
Secretary III	37.80	38.18	38.55	39.30
Secretary IV	40.94	41.34	41.75	42.56
Asst to Supt Secretary	37.80	38.18	38.55	39.30
Administrative Secretary	40.94	41.34	41.75	42.56
Transportation Dispatcher	40.94	41.34	41.75	42.56
District Registrar	42.31	42.73	43.15	43.99
Substitute Coordinator	37.80	38.18	38.55	39.30
Receptionist	34.74	35.08	35.43	36.11
Accts Payable/Accts Receivable	44.40	44.84	45.28	46.16

2026-2027 – Schedule A: 2% plus IPD

2027-2028 – Schedule A: 2% plus IPD