

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

SEPTEMBER 1, 2024 - AUGUST 31, 2026



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## DECLARATION OF PRINCIPLES

The Board of Directors of Mount Vernon School District No. 320, hereinafter known as the "District", and the Public School Employees of Mount Vernon, an affiliate of Public School Employees of Washington/SEIU Local 1948, hereinafter referred to as the "Association", subject to law and the consideration of service to the public, requires maintenance of orderly and constructive relationships. These relationships will be directed toward the purposeful enhancement of the employer-employee relationship, and to promote the general efficiency, morale and security of the employee, as well as the employee's positive and zealous contributions to the public interest through their work.

### P R E A M B L E

This Agreement is made and entered into between Mount Vernon School District No. 320 (hereinafter "District") and Public School Employees of Mount Vernon, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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

### ARTICLE I

#### RECOGNITION AND COVERAGE OF AGREEMENT

##### Section 1.1.

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

##### Section 1.2.

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).

##### Section 1.3.

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

Paraeducators, Bus Monitors, SLPAs, Multilingual School Liaisons, Migrant Graduation Specialists and substitutes as hereinafter defined in Section 1.3.1. Supervisors are excluded.

1 **Section 1.3.1. Substitutes.**

2 Substitute classified employees employed for more than thirty (30) days of work in one  
3 classification within any twelve (12) month period ending during the current or immediately  
4 preceding school year, and who continue to be available for employment as substitutes, are  
5 regular part-time employees of the District and shall be included in the bargaining unit. The  
6 following provisions shall constitute the only terms of the Agreement that shall apply to  
7 bargaining unit substitutes:  
8

- 9 Section 1.1. Recognition and Coverage of Agreement
- 10 Section 1.3. Recognition and Coverage of Agreement
- 11 Section 1.3.1. Recognition and Coverage of Agreement
- 12 Section 3.1. Rights of the Employee
- 13 Section 3.4. Non-Discrimination
- 14 Section 4.1. Association Representation
- 15 Section 11.1. Self-Organization Rights
- 16 Section 13.1. Salaries and Employee Compensation
- 17 Section 13.2. Salaries
- 18 Section 14.7. Bilingual Interpreter Additional Work
- 19 Section 15.1. Term and Separability of Provisions

20  
21 Seniority will not be observed in any case for substitutes.  
22

23 **Application of Grievance Procedure.**

24 Substitute employees in the bargaining unit shall only have the right to use the grievance  
25 procedure contained in Article XII on matters specifically contained in the above named Sections  
26 and so far as the matter brought to grievance specifically arises out of their service as a  
27 substitute.  
28

29 **Dismissal.** The District retains the right to terminate the employment of a substitute at its sole  
30 discretion.  
31

32 **Schedule A.** Attached.  
33

34 **Substitute Employees Paid Sick Leave.**

- 35 A. Each Substitute employee shall accrue one (1) hour of paid sick leave for every forty (40)  
36 hours worked. A maximum of forty (40) hours may be carried over into the following school  
37 year.
- 38 B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired  
39 as a full time or part time regular employee.
- 40 C. When a substitute separates from employment, accrued sick leave cannot be cashed out,  
41 however if the employee is rehired within twelve months of separation previously accrued  
42 unused paid sick leave shall be reinstated. Substitute employees do not have sick leave cash  
43 out rights and are not eligible to participate in sick leave incentive programs.
- 44 D. Substitute employees are entitled to use their accrued, unused paid sick leave beginning on  
45 the 90<sup>th</sup> calendar day after the start of their employment. After this ninety (90) day period,  
46 the employer must make accrued paid sick leave available to substitute employees for use  
47 within the current pay period.



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

**Section 1.4.**

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

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

**Section 1.4.1. Job Review.**

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

**ARTICLE II**

**MANAGEMENT RIGHTS**

**Section 2.1.**

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

**Section 2.2.**

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

**Section 2.3.**

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



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**ARTICLE III**  
**RIGHTS OF THE EMPLOYEE**

**Section 3.1.**

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

**Section 3.2.**

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

**Section 3.3.**

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

**Section 3.4.**

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

**Section 3.5.**

The District shall maintain a single personnel file, which shall be kept in the Personnel Office and shall be controlled by the Superintendent or designee. Building administrators or supervisors may keep or maintain "working files" relative to those employees for which they hold responsibility to evaluate. Such working files are not part of the employee's personnel file, are subject to review upon request by the employee, and are not of use within the disciplinary/grievance procedure unless formalized.

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

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

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

1  
2 **Section 3.5.1.**

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

8  
9 If ten (10) or more copies are requested and made, the employee shall pay ten cents (\$0.10) per  
10 page to the District.

11  
12 Employees shall be given a copy of all material added to the official personnel file at the time  
13 such material is added to the file. Employees shall have the right to respond in writing to all  
14 additions in the personnel file. Such employee responses shall be made a part of the file.

15  
16 **Section 3.6. Removal of Material From Personnel File.**

17 Disciplinary material may be removed at the employee's request after three (3) years provided that no  
18 further, related instances of misconduct occur. If further instances occur, three (3) years will be  
19 calculated from the most recent event. Exceptions will be disciplinary material that the District is  
20 required to retain by law.

21  
22 **Section 3.7. Evaluations.**

23 The District shall provide each classified employee with an annual written evaluation. All evaluations  
24 shall use the forms included as Attachment A of this Agreement. The employee evaluation shall be  
25 completed at least ten (10) days prior to the conclusion of the employee's contracted work year. As part  
26 of the annual evaluation, a conference between the supervisor and the employee shall be held. A copy of  
27 the evaluation must be given to the employee at the conference or within ten (10) working days of the  
28 evaluation conference. The District will make every effort to alert employees to performance concerns  
29 prior to the annual evaluation. An overall performance that is rated as unsatisfactory and therefore  
30 requiring improvement must be followed by a written plan of improvement in the area(s) noted. The  
31 parties have a goal to collaboratively develop the plan of improvement. In the absence of agreement, the  
32 District has the right to establish and implement the plan.

33  
34 **Section 3.8.**

35 The District will make reasonable efforts to create a work environment that is free of unsafe or  
36 hazardous conditions. Any employee who believes that a condition is unsafe or hazardous must notify  
37 his/her immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to such  
38 notification within five (5) workdays. If the employee determines that the supervisor's actions or answer  
39 does not correct the problem, the employee may contact the next level of management or administration.  
40 Every employee has the right to make these reports without fear of reprisal. Additionally, employees  
41 who believe that an emergent working condition is unsafe have an obligation to bring the condition to  
42 the attention to the immediate supervisor. The supervisor will then act to resolve the issue.

43  
44 **Section 3.9. Surveillance and Monitoring Systems.**

45 The use of surveillance and monitoring systems in District operated facilities and vehicles are for the  
46 purpose of reducing discipline problems and providing a safe environment for students and staff and  
47 may be placed where there is not a reasonable expectation of privacy such as parking lots, entrances,  
48 exits, hallways, offices, gymnasium, cafeterias, libraries and other public shared or common spaces.

1 Furthermore, surveillance and monitoring systems are a tool to assist in monitoring students on the bus  
2 and in buildings to document student behavior. Information from surveillance and monitoring systems  
3 will not be used for the purpose of staff discipline except as part of an investigation into allegations of  
4 cases of misconduct as defined by RCW 50.04.294. All PSE employees will be informed of the use of  
5 such systems  
6

7 For emergency situations, the District utilizes a Duress Button system. When pressed the Duress  
8 Buttons place 911 calls and display video camera images from the location of the activated Duress  
9 Button to 911 dispatch center and the Mount Vernon Police Department; camera images may be viewed  
10 in support of dispatching and emergency response actions. Any intentional disabling or modifying of  
11 such systems by an employee outside of their assigned duties may result in discipline. Law enforcement  
12 and emergency responders may access such systems in performance of their duties.  
13

14 **Section 3.10. Request for Member Information.**

15 Nothing in this agreement precludes the District from providing documents in accordance with public  
16 disclosure laws. Upon receipt of a request for information located exclusively in an employee's  
17 personnel, payroll, supervisor, or training file, the District will provide notice to the employee and union.  
18 The notice will state: (a) the date of the request; (b) the nature of the requested record relating to the  
19 employee; (c) that the District will release any information in the record which is not exempt from the  
20 disclosure requirements in State Law of this chapter at least ten days from the date the notice is made;  
21 and (d) that the employee may seek to enjoin release of the records under RCW 42.56.540.  
22

23 **Section 3.10.1. Public Records Act Exemption for Certain Employees.**

24 When an individual or other entity requests information about an employee represented by the  
25 bargaining unit, the District will inform the employee that their information has been requested  
26 and that they may be entitled to an exemption from the Public Records Act under RCW  
27 42.56.250, specifically relating to employees or their dependents that may be survivors of  
28 domestic violence, sexual assault, harassment, or stalking.  
29

30 **Section 3.11. Employee Contracts.**

31 In August of each year, the District shall provide an email to each employee containing the following  
32 information for the upcoming school year:  
33

- 34 ○ The first day of the school year that the employee is to report to work
- 35 ○ Tentative work location
- 36 ○ Hours worked per day
- 37 ○ If the employee works during early release time or not
- 38 ○ A list of steps on how the employee can view their current leave balances  
39

40  
41  
42 **ARTICLE IV**

43  
44 **ASSOCIATION REPRESENTATION**  
45

46 **Section 4.1.**

47 The Association has the right and responsibility to represent the interest of all employees in the unit; to  
48 present its views to the District on matters of concern, either orally or in writing; and to enter collective



1 negotiations with the objective of reaching an agreement applicable to all employees within the  
2 bargaining unit.

3  
4 **Section 4.2.**

5 Duly authorized representatives of the Association shall be authorized to transact official Association  
6 business on District property when District employees are not performing assigned duties, provided that  
7 this shall not interfere with or interrupt normal work or school procedures, and shall upon request, be  
8 required to present proper identification. No group meetings shall be allowed during working hours  
9 without administrative permission.  
10

11 **Section 4.3.**

12 The Association will designate a Conference Committee representing each classification who will meet  
13 with the Superintendent of the District and/or the Superintendent's representatives on a mutually  
14 agreeable regular basis to discuss the administration of this Agreement. Whenever possible, meetings  
15 will be scheduled outside the employee's regular work hours. If meetings occur during the regular work  
16 hours of the employee, he/she shall not receive any interruption in his/her pay or benefits to participate  
17 in the meeting. Additionally, the parties agree that employees who attend conference committee  
18 meetings during their regular work hours are expected to make up missed work time.  
19

20 In a commitment to provide ongoing collaboration efforts between the Association and District  
21 regarding mutual areas of interest, the following opportunities will be available to employees:  
22

- 23 1. Team building, problem-solving, clarification of roles/responsibilities, development of  
24 common goals, and performance feedback to support professional growth.
- 25 2. Professional growth activities that include, but are not limited to, Dignity in the Workplace,  
26 Restraint Training, Paraeducators in the Classroom, Safe and Supportive Learning  
27 Environment, and other topics identified through a needs assessment of the employee group.
- 28 3. Participation in school and District level decision-making processes such as student calendar  
29 input, site council, student assessment, individualized educational program planning, strategic  
30 planning initiatives, and school/department goal areas.
- 31 4. Contract maintenance meetings to foster a culture of mutual respect in the Mount Vernon  
32 School District.  
33

34 **Section 4.4.**

35 The District will provide each member of the bargaining unit with an electronic link to the Agreement  
36 within thirty (30) days of its ratification by both parties. The Association will provide the District with  
37 the Agreement. The Association logo will be on the cover of the final Agreement.  
38

39 **Section 4.4.1. New Employee Orientation.**

40 The District will provide the Association reasonable access to new employees of the bargaining  
41 unit for the purposes of presenting information about the Association to the new employee. No  
42 employee may be mandated to attend the meetings or presentations by the exclusive bargaining  
43 representative. "Reasonable access" for the purposes of this section means the access to the new  
44 employee occurs within ninety (90) days of the employee's start date within the bargaining unit;  
45 the access is for no less than thirty (30) minutes; and the access occurs during the new  
46 employee's regular work hours at the employee's regular worksite, or at a location mutually  
47 agreed to by the District and the Association. This thirty (30) minute presentation may occur  
48

1 during a new employee orientation provided by the District, or at another time mutually agreed to  
2 by the District and the exclusive bargaining representative. The Association has the right to  
3 distribute materials, such as Association new hire packets, at the orientation.  
4

5 Once a year, typically at the beginning of the school year, the District shall provide a new  
6 employee orientation for all new employees. The District shall provide the Chapter President(s)  
7 or designee a list of each new hire attending the District's annual new employee orientation  
8 forty-eight (48) hours in advance of the orientation. All participating new employees who choose  
9 to attend the District's annual new employee presentation will do so on paid time by the District.  
10

11 Additionally, the District will designate one (1) day per month when all newly hired employees  
12 from the immediately preceding month may attend an Association new employee presentation. If  
13 there are no new hires in a given month, the District will not designate an Association new  
14 employee presentation in the following month.  
15

16 **Section 4.5. Association Leave.**

17 Named officers of the Association will be provided a total of four (4) days time off to attend Association  
18 sponsored meetings. The Association will reimburse the District the wages of any employee who  
19 attends such meetings. No more than two (2) employees shall be allowed to attend such meetings at any  
20 one time. Determination on the release of employees to attend such meetings will be made by the  
21 District in order to maintain the District operations. Such request will be made at least three (3) days in  
22 advance.  
23

24 Whenever Association representatives, grievants, or witnesses are mutually scheduled with the  
25 Administration's representatives to participate in grievance hearings during work hours, said employees  
26 shall suffer no loss of pay. The Association and the District will endeavor to schedule all grievance  
27 hearings during the employee's regular workday. Should grievance hearings with the employer occur  
28 outside the employee's regular workday, such time shall be paid by the employer. Only the grievants,  
29 and not the representatives and/or witnesses, will be paid for attending the grievance meeting if the  
30 grievance hearing occurs outside the employee's regular workday.  
31

32 **Section 4.5.1. Association Leave for a State Position.**

33 Any bargaining unit member who holds a state elected position in the Association shall be  
34 permitted to utilize intermittent release time when such time is paid in full by PSE. Members  
35 who represent the Association at the state level, shall notify the district no less than one (1) week  
36 prior to the day of the requested release time by email. Should the employee provide notice at  
37 least one (1) week prior to the requested leave, the leave request will not be denied. Release time  
38 for Association members requested by the Public School Employees of Washington/SEIU Local  
39 1948 State organization may be granted to the employee. The cost of the employee's salary and  
40 benefits for the duration of the employee's release time will be borne by the Association.  
41

42 **Section 4.6. Bulletin Board.**

43 The District shall provide a bulletin board space in each school for the use of the Association. The  
44 bulletins posted by the Association are the responsibility of the officials of the Association. Each  
45 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or  
46 bulletins may not be posted. The responsibility for prompt removal of notices from the bulletin boards  
47 after they have served their purpose shall rest with the individual who posted such notices.  
48



1 **Section 4.7.**

2 The District shall provide the President of the Association with a list of all new employees within fifteen  
3 (15) working days of hire.  
4

5  
6 **ARTICLE V**

7  
8 **APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION**

9  
10 **Section 5.1.**

11 It is agreed and understood that matters appropriate for consultation and negotiation between the District  
12 and the Association are policies, programs and procedures relating to or affecting hours, wages,  
13 grievance procedures and working conditions of employees in the bargaining unit subject to this  
14 Agreement.  
15

16 **Section 5.2. School Calendar.**

17 The parties agree that PSE shall have equitable representation with other employee groups in the  
18 development of the school calendar.  
19

20 **Section 5.3. Budget Impact.**

21 The parties agree to meet prior to June 1 to discuss and share with employees the potential impacts of  
22 any District budget decisions. The parties further recognize that additional modifications to the District  
23 budget may occur up to the time of budget adoption by the School Board.  
24

25 **Section 5.4.**

26 When assembling an interview team, the following parties will be invited: District (Administrator/  
27 Supervisor) representation, PSE representation (Chapter Leadership including classification  
28 representative appropriate for posting) and other staff as determined by the District with the following  
29 parameters:  
30

- 31 1. Confidentiality procedures will be followed for all candidates.
- 32 2. The selection process shall be identical for all candidates.
- 33 3. When appropriate, tasks and assessments may be utilized as part of the selection process.
- 34 4. When utilized, all candidates will participate with testing requirements.
- 35 5. Qualified (based on job postings and written descriptions) internal candidates shall be  
36 interviewed by seniority until the position is filled.
- 37 6. Association representation shall receive at least two (2) working days notice prior to  
38 interviews.  
39

40  
41 **ARTICLE VI**

42  
43 **HOURS OF WORK**

44  
45 **Section 6.1.**

46 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
47 consecutive days of rest, Saturday and Sunday.  
48



1 **Section 6.2.**

2 Each employee shall be assigned a definite location and regular work schedule and work week, which  
3 shall not be changed without prior notice to the employee of five (5) working days, except during the  
4 first two (2) weeks of the student school year and in emergency situations. Provided, however, that such  
5 notification of changes in location or work schedule may be waived at the sole discretion of the  
6 employee. However, daily tasks may be changed at the discretion of the Supervisor to coincide with the  
7 District needs and building use without being subject to the five (5) working day notice requirement  
8 above.

9  
10 **Section 6.3.**

11 Shifts over four (4) consecutive hours shall receive a thirty (30) minute uncompensated lunch period as  
12 near the middle of the shift as practicable. Shifts of more than three (3) consecutive hours shall receive  
13 one (1) rest period as near the middle of the shift as practicable. Shifts of more than six (6) consecutive  
14 hours shall receive two (2) rest periods, which shall occur as near the middle of each half shift as  
15 possible. Rest periods shall be fifteen (15) minutes in duration. The District and the Association will  
16 meet and confer regarding schedules which impact passing times, break and lunch times to ensure that  
17 employees have said time built into their schedule.

18  
19 **Section 6.3.1.**

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

24  
25 **Section 6.3.2. Flex Time.**

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

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

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

41  
42 **Section 6.4.**

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

1 **Section 6.5.**

2 Employees shall be paid for all hours worked. All hours worked in excess of forty (40) hours per week  
3 shall be compensated at the rate of one and one-half (1 ½) times the employee’s base pay.

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

6  
7 **Section 6.6.**

8 Before the start of each school year bus monitors will have a bid day to obtain their am/pm, midday and  
9 “add-on” routes, simultaneous to the drivers’ bidding for routes. Bidding is only open to the previous  
10 year’s contracted bus monitors and bus monitors must be present to bid on routes - no proxies allowed  
11 unless there are emergency circumstances that prevent the bus monitor from being present. The bus  
12 monitor must contact the Transportation Supervisor to request to bid by proxy. All bids are final. Bid  
13 day shall not conflict with the Paraeducators General Meeting in August. Before the October 10<sup>th</sup>  
14 payroll deadline, a second full bid will occur. If positions remain open after the bidding process is  
15 completed, these positions will be posted.

16  
17 If an “add-on” is attached to an existing route, by driver seniority, the bus monitor on that route will  
18 receive the “add on”. If an “add on” is not attached to an existing route, the “add-on” shall be posted  
19 within the Transportation Department on the Parapro Position Bid Form in Article IX, Section 9.6.3.

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

26  
27 If there are thirty (30) minutes or less between assignments, the bus assistant hourly rate continues  
28 uninterrupted. If a bus monitor’s actual contracted time is altered due to a driver’s alternate schedule  
29 (i.e., early or late programs), the bus monitor will either:

- 30 A. Leave with a deduct.  
31 B. Perform additional work as assigned by the Transportation Supervisor up to the regular fixed  
32 route time.  
33  
34

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

37  
38 **Section 6.7.**

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

44 Employees are expected to monitor radio, television and/or the school closure websites for notification  
45 of school closures and delays. If the opening of school is delayed, employee start times will be delayed  
46 by the same amount of time that the start of the school day was delayed. In the event students are  
47 dismissed early due to an unusual school closure, classified staff will be released after all buses leave. In  
48 the event of a late start or early dismissal, employees will still be paid their regular daily rate of pay.



1 Full-day absences that occur on a late start or early release day will have the normal daily hours  
2 deducted from the appropriate leave balance. In the event of a prolonged school closure, the District will  
3 meet with the Association to discuss work-related options.

4  
5 If an employee is unable to report to work at his/her adjusted start time, because of weather-caused road  
6 conditions on a day when schools are not closed, the employee shall have the opportunity within two (2)  
7 weeks of the event to arrange to make up the time missed at a time and on a date mutually agreeable to  
8 the employee and his/her supervisor, provided the employee is in a position in which make up work is  
9 available and not administratively burdensome to provide. If the employee chooses not to make up the  
10 time missed, the employee shall take an appropriate leave or deduct for the missed time. The District  
11 shall keep employees whole for days when the school was closed for a full day or more by allowing  
12 employees to make this time up during district designated emergency make up days.

13  
14 **Section 6.8. Lunch and Recess Supervision Staffing Minimums.**

15 The District shall assign adequate lunch and recess supervision of at least two (2) Paraeducators. In the  
16 event of an absence that would result in less than two (2) paraeducators supervising lunch and recess, the  
17 building administrator or designee will secure coverage or assign another paraeducator to the absent  
18 employee's lunch and recess supervision assignment. At least one (1) employee at each recess and lunch  
19 supervision will be provided a hand radio in order to communicate with the office.

20  
21 **Section 6.9. Transition Time.**

22 Staff members shall be given adequate time to move between one assignment to the next. Should an  
23 employee be given a daily schedule by their supervisor, the schedule shall include reasonable transition  
24 time to account for the time it takes to get from one assignment to another. No staff member shall be  
25 disciplined for taking transition time between one assignment and another, so long as the transition time  
26 is reasonable.

27  
28 **Section 6.10. Access to Student Records.**

29 The District shall provide the employee with access to relevant student documents (i.e. IEP at a Glance,  
30 IHP, etc.) upon request by the employee to the extent allowable by law.

31  
32 **Section 6.11. Multilingual Liaison Duties.**

33 Multilingual Liaisons are specialized positions tasked with assisting families who speak a primary  
34 language other than English. Upon hire and at the beginning of each new school year, employees will be  
35 informed of how much of their daily contracted hours will be spent doing Multilingual Liaison duties  
36 and how much of their daily contracted hours will be spent doing other supervisory work. Multilingual  
37 Liaisons shall not be assigned recess monitoring, student pickup and drop off, crossing guard, etc. during  
38 their Multilingual Liaison time, except in the case of staff shortages and by mutual agreement.

39  
40 **Section 6.12. Classified Staff Meetings.**

41 Each building principal, or designee, will schedule a monthly meeting for Classified Staff.

42  
43 **Section 6.13. Time to Check Email.**

44 Each employee shall be provided five (5) minutes per workday to check District email.

45  
46 **Section 6.14. Higher Level Duties.**

47 In the event of an employee absence, the District may request that an employee works in a position  
48 regularly filled by a higher paying classification. The District's request shall be made in writing. If the

1 employee fills the higher paying position for at least one (1) workday, the employee shall receive the  
2 salary of the higher classification, commensurate with their longevity, seniority from the first day  
3 worked.

4  
5  
6 **ARTICLE VII**

7  
8 **HOLIDAYS AND VACATIONS**

9  
10 **Section 7.1. Holidays.**

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

- 12  
13
- |                            |                             |
|----------------------------|-----------------------------|
| 1. Labor Day               | 8. New Year's Day           |
| 2. Veterans' Day           | 9. Martin Luther King Day   |
| 3. Thanksgiving Day        | 10. Presidents' Day         |
| 4. Day after Thanksgiving  | 11. Friday of Spring Recess |
| 5. Christmas Eve Day       | 12. Memorial Day            |
| 6. Christmas Day           | 13. Juneteenth              |
| 7. Day after Christmas Day | 14. Independence Day        |
- 14  
15  
16  
17  
18  
19  
20

21 **Section 7.2. Worked Holidays.**

22 Employees who are required to work on the aforementioned holidays shall receive the pay due them for  
23 the holiday, plus time and one-half time their base rate for all hours worked on such holidays (two and  
24 one-half (2½) time").

25  
26 **Section 7.3. Pay for Holidays.**

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

28  
29 **Section 7.4. Vacations.**

30 Vacation compensation shall be paid to eligible employees on a pro-rata FTE basis equally spread over  
31 twelve (12) months. Vacation compensation shall be computed on the following basis:

32  
33 Number of hours worked per day multiplied by one hundred eighty (180) days divided by two thousand  
34 eighty (2080) hours. The resulting figure shall be multiplied by the number of vacation hours the  
35 employee would be eligible for based on years of service with the District. The resulting figure shall be  
36 multiplied by the employee's regular hourly wage rate. The years of service vacation credit can be  
37 determined as follows:

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

1 **Section 7.4.1.**

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

5  
6 **Section 7.4.2.**

7 Time on layoff and time on authorized leave of absence will be counted as continuous service for  
8 the purpose of establishing and retaining eligibility dates.  
9

10  
11  
12 **ARTICLE VIII**

13  
14 **LEAVES**  
15

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

17 Twelve (12) days of sick leave shall be frontloaded annually to each employee. New employees hired  
18 during the year shall receive prorated sick leave benefits. Sick leave for all employees may be  
19 accumulated up to the legal maximum and will be pro-rated if an employee separates from employment  
20 before fulfilling the contract work year. The employee shall be entitled to the projected number of days  
21 of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base  
22 hourly rate applicable to the employee's normal daily work shift; provided, however that should an  
23 employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick  
24 leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the  
25 time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a  
26 daily basis.  
27

28 After five (5) consecutive days of sick leave, a doctor's note may be required. In addition to  
29 emergencies as defined in Section 8.2, sick leave may be used for illness of, injury to, or disability of the  
30 employee, or the employee's immediate family including spouse, parent, grand-parent, sibling, child,  
31 anyone else living in the immediate household as a member of the employee's family or any person to  
32 whom the employee stands in the relationship of legal guardian/ward, or parent-in-law.  
33

34 Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or  
35 injury, shall notify their immediate supervisor at the earliest possible moment stating the reason. For  
36 planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee  
37 shall notify his or her immediate supervisor a reasonable time before the leave of the anticipated dates  
38 during which leave will be required, usually thirty (30) days in advance for planned or anticipated  
39 disablements or maternity leave (Section 8.6).  
40

41 **Section 8.1.1. Family Care.**

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





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

**Section 8.1.2.**

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

**Section 8.1.3.**

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

**Section 8.1.4. Sick Leave Attendance Incentive Program.**

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

**Section 8.2. Emergency Leave.**

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

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

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

Effective January 1, 2020, employees may qualify for state benefits as soon as the eligibility



1 requirements are met (eight hundred twenty [820] hours worked) and may be eligible to receive up to  
2 twelve (12) weeks of paid leave (or up to eighteen [18] weeks in certain circumstances). The employee  
3 may apply to take paid medical leave or paid family leave to:

- 4
- 5 A. Bond with a new child coming into the home through birth, adoption or foster placement;
- 6 B. Care for the employee or a family member during a serious illness or injury;
- 7 C. Time to prepare for a family member's pre- and post-deployment activities as well as time for  
8 childcare issues related to a family member's military deployment.
- 9

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

13  
14 **Section 8.4. On-The-Job-Injury/Illness.**

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

22  
23 **Section 8.4.1.**

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

29  
30 Upon release to return to work, the regular employee will resume his/her regular work  
31 assignment and schedule. If the regular employee is released to a "light duty" assignment only  
32 for a period of time, the District and employee's supervisor shall review work assignment and  
33 schedule to determine if a "light duty" assignment can be accommodated. If "light duty"  
34 accommodation is made, a substitute or the leave replacement employee shall continue in current  
35 position until such time as the regular employee is released to regular duty.

36  
37 **Section 8.4.2. Leave and Reimbursement for Student Incident.**

38 Should there be a physical incident involving a student that results in a staff injury, and the  
39 employee files a claim with Labor and Industries (doctor's note, activity prescription form, or  
40 equivalent will be required), the District shall reimburse the employee for up to three (3) days of  
41 leave. The days available for reimbursement will immediately follow the date of the event. For  
42 claims that last seven (7) or fewer days, the maximum reimbursement from the District will be up  
43 to three (3) days of leave. For claims that last seven (7) or more days, three (3) days employees  
44 will not be reimbursed because L&I will compensate the employee days one-seven+ (1-7+)

45  
46 The District will provide employees with property insurance protection covering the personal  
47 property of those employees while engaged in the maintenance of order and discipline and the  
48 protection of school personnel and students and the property thereof when that is deemed

1 necessary by the District. The District will also include liability insurance covering injury to  
2 persons and property damage protecting those employees from claims or suits filed against the  
3 employee while engaged in the maintenance of order and discipline. Employees will be  
4 designated as insured parties in policies of insurance provided herein.  
5

6 **Section 8.5. Bereavement Leave.**

7 Each employee shall be entitled to a maximum of five (5) days leave with pay upon each occasion of the  
8 death of an employee's spouse, child, step-child, parent, step-parent, grandparent, grandchild, sibling,  
9 family-in-law or any person living in the immediate household as a member of the family. In the event  
10 of the death of other close relatives or close personal friend, the employee shall be allowed up to one (1)  
11 day. An additional two (2) days may be granted for extenuating circumstances (i.e., out-of-state travel)  
12 at the discretion of the Superintendent/designee. All bereavement leave shall be by notification and  
13 arrangement between the employee and principal/supervisor.  
14

15 **Section 8.6. Maternity Leave.**

16 An employee requesting maternity leave shall give written notice to the District as far in advance as  
17 possible and at least thirty (30) working days prior to commencement of the leave. The request for leave  
18 should include: A) anticipated date of birth, B) estimated date leave is to begin; and C) estimated date of  
19 return from leave. The employee may continue to work until, in the judgment of the employee's  
20 physician, her work or her health are in any way impaired by her condition. Sick leave shall be granted,  
21 if the employee is eligible for such, for the time the employee's physician certifies that the employee is  
22 unable to perform her normal duties as an employee because of her health or disability. Employees may  
23 use maternity leave in conjunction with an unpaid leave of absence as provided in Section 8.10.  
24

25 **Section 8.7. Paternity Leave.**

26 A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about the date  
27 of the birth of his child. Such leave shall be deducted from sick leave or emergency leave. In unique  
28 situations, the employee may request additional days by submitting a written application to the  
29 Superintendent or designee.  
30

31 **Section 8.8. Adoptive Leave.**

32 Ninety (90) days non-paid leave shall be granted an employee who adopts a child under the age of six  
33 (6). The employee shall submit a written request to the Superintendent/designee. The District shall be  
34 notified when adoption proceedings have begun, and the leave shall begin at the natural break in the  
35 school year or on a mutually agreed upon date. At the discretion of the District, adoption leave may  
36 extend up to ninety (90) days beyond the initial ninety (90) day leave. The exact date of the employee's  
37 return will be determined in consultation with the Superintendent/designee and the employee's  
38 immediate supervisor. In the event adoptive parents are both employees of the District, they shall  
39 together be entitled to a total of ninety (90) days leave and leave shall be granted to only one (1) parent  
40 at a time.  
41

42 **Section 8.9. Childcare Leave.**

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

1  
2 **Section 8.10. Leave of Absence.**

3 Upon recommendation of the immediate supervisor through administrative channels to the  
4 Superintendent, and only upon approval of the Board of Directors, any employee who has completed  
5 two (2) years of service with the District may be granted a leave of absence for a period up to but not to  
6 exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1)  
7 additional year may be granted.

8  
9 **Section 8.10.1.**

10 An employee returning from a Board approved leave of absence shall be assigned to the position  
11 occupied before the leave of absence. In the event the position does not exist in the District, the  
12 employee will be assigned to a position substantially comparable to the position held before the  
13 leave of absence. Current employees shall be allowed to move to a leave of absence assignment  
14 (subject to seniority provisions in Section 9.5), provided that only one (1) such employee may do  
15 so for each leave of absence.

16  
17 **Section 8.10.2.**

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

22  
23 **Section 8.11. Judicial Leave.**

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

28  
29 **Section 8.12. Personal Leave.**

30 Three (3) days of personal leave, with pay, shall be granted each year. Effective September 1, 2025,  
31 four (4) days of personal leave, with Pay, shall be granted each year. New employees hired after  
32 December 31 but before the end of the current school year shall be granted one (1) personal leave day  
33 for the balance of the school year.

34  
35 Personal leave is not intended to be used for other employment or to extend a vacation or holiday.

36  
37 Application for personal leave entered in the online absence reporting system shall be processed forty-  
38 eight (48) hours in advance (unless personal leave is being utilized in conjunction with bereavement,  
39 maternity or paternity leave). If the personal leave is for two (2) or more consecutive days, the  
40 employee shall give their building principal advance notice (verbal or written). Personal leave may not  
41 be used during the first five (5) or the last ten (10) workdays of the student school year. The District  
42 may exercise the option to limit personal leave to five (5%) percent of the represented employee work  
43 force, except for the months of April, May and June, when the District may limit personal leave to no  
44 more than two (2) employees per work site. However, in extraordinary circumstances (i.e., child's  
45 graduation), the Superintendent/designee may grant personal leave beyond the above requirements.  
46 Employees may carry over up to three (3) leave days not to exceed a total of five (5) personal leave days  
47 in any one (1) year. Any employee having the value of more than three (3) days of personal leave in  
48

1 their balance as of June 30 will have the hours above three (3) days deducted and will be paid their  
2 hourly rate for the hours above three (3) days from the prior year with the July payroll. Appropriate work  
3 plans shall be prepared by the employee and left for the employee's substitute prior to the leave date.  
4

5 **Section 8.13. Leave Sharing.**

6 All voluntary leave sharing among District employees shall be in strict compliance with current RCW  
7 41.04.660. Employees may donate annual or sick leave to a fellow employee who is suffering from or  
8 has a relative or household member suffering from an extraordinary or severe illness, injury, impairment,  
9 or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault,  
10 or stalking; or a fellow employee who has been called to service in the uniformed services, which has  
11 caused or is likely to cause the employee to take leave without pay or terminate his or her employment.  
12  
13  
14

15 **ARTICLE IX**

16 **PROBATION, SENIORITY, LONGEVITY AND LAYOFF PROCEDURES**

17  
18  
19 **Section 9.1.**

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

24 **Section 9.2.**

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

31 **Section 9.3.**

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

35 **Section 9.4.**

36 The seniority rights of an employee shall be lost for the following reasons:  
37

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

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

1           **Section 9.4.1.**

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

- 3
- 4                   A. Time on leave of absence granted for the purpose of serving in the Armed Forces of
- 5                   the United States;
- 6                   B. Time spent on other authorized leaves; or
- 7                   C. Time spent in layoff status as hereinafter provided in Sections 9.6 through 9.6.3.
- 8

9           **Section 9.4.2.**

10           In situations where time is lost by reason of judicial leave, industrial accident or industrial illness,

11           seniority credit shall continue to accrue as outlined in Section 8.10.2.

12

13           **Section 9.5.**

14           Seniority rights shall be effective within the general job classification. As used in this Agreement,

15           general job classifications are those set forth in Article I, Section 1.3. and equivalent positions shall be

16           those set forth in Schedule A. Other differentiations within the paraeducator group related to Article IX

17           for special education child specific positions, intervention specialist positions, or special education self-

18           contained classroom positions are specifically described in the agreement below.

19

20           **Section 9.6.**

21           Seniority shall be the first consideration in all matters of job promoting, assignment to new or open jobs

22           and positions, layoff, addition or reduction in hours, rehire, and special services (including overtime),

23           providing the employee meets the qualifications.

24

25           If the District determines that seniority rights should not govern because a junior or outside applicant has

26           demonstrated ability, performance and/or qualifications related to the job description and/or posting,

27           substantially greater than a senior employee, the District shall set forth in writing to the employee or

28           employees its reasons why the senior employee or employees were bypassed. The District shall also

29           notify the Association President(s) in writing of the bypass. Disputes regarding qualifications shall be

30           resolved through the grievance procedure (Article XII).

31

32           **Section 9.6.1. Higher Level Positions.**

33           Employees who apply for a higher level position shall demonstrate their ability to meet the

34           qualifications of a higher level position through a mutually agreed upon selection process.

35

36           **Section 9.6.2.**

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

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

39           qualifications and all qualified employees can apply and will be considered for all open positions.

40           Postings will be advertised and employees may apply for vacancies on the district's job

41           application system. If the most senior applicant will be awarded the position based upon their

42           demonstrated ability to meet the job qualifications, supervisors may waive interviews with other

43           in-district applicants. The District may also limit the number of candidates interviewed. If the

44           number of candidates is limited the District will interview all of the candidates meeting the

45           minimum qualifications who are senior to the least senior candidate interviewed.

46

47           Positions that come available after spring break and are not filled for the remainder of the school

48           year will be posted on the District's job application system in June.

1  
2 To provide stability for the student instruction and District programs, employees will be limited  
3 to two (2) building or lateral position change in assignment per school year unless the change  
4 would result in an increase in hourly rate or hours per day, or as mutually agreed by the  
5 Association and the District.  
6

7 **Section 9.6.3.**

8 Increases of one (1) hour or more to a job assignment during any school year shall be considered  
9 a new position and shall be posted in accordance with the terms of this Agreement.  
10

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

17 **For the Bus Monitor Classification Only:**

18 Daily needs for bus monitors will be posted at a time that allows all bus monitors to view. If  
19 there is a late addition, the leadership team will notify bus monitors. Assignments will be  
20 awarded at a mutually agreed upon time by the Association and District, daily and by seniority.  
21 A daily needs route cannot conflict with a bus monitor's regularly contracted time.  
22

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

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

40 In case of the absence of a contracted bus monitor, contracted bus monitors will be afforded the  
41 opportunity to bid provided the absence is ten (10) or more consecutive working days and the  
42 change of time is a minimum of one-half (1/2) hour per day. If all bus monitors refuse to move  
43 up, the substitute may take the longer run. Otherwise the substitute will fill in on the shorter run.  
44 A maximum of two (2) bus monitors may access the Section at any given time.  
45

46 **Section 9.6.4.**

47 Decreases of one (1) hour or more to a job assignment during any school year shall allow the  
48 affected employee to bump a less senior employee in an equivalent position within their

1 classification. Within five (5) working days following notification of reduction, said employee  
2 must submit a written request to bump. *Exception:* See Section 9.11. Bumping into an  
3 equivalent position triggers the twenty (20) day right to return language (Section 9.9). The  
4 affected employee may not bump into intervention specialist positions, special education child  
5 specific positions nor special education self-contained classroom positions even if they are more  
6 senior than the employee(s) in those positions.

7  
8 **Section 9.7.**

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

12  
13 **Section 9.7.1.**

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

17  
18 **Section 9.7.2.**

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

21  
22 **Section 9.8. Longevity.**

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

28  
29 **Section 9.8.1.**

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

33  
34 **Section 9.8.2. Other Experience.**

35 Employees with experience other than in a Washington school district, shall be entitled to  
36 petition for longevity credit. Such credit shall be on the basis of one (1) year advanced  
37 placement for each two (2) years of relevant experience. New employees must request such  
38 credit and provide documentation from their former employer(s) to support their request within  
39 sixty (60) days of hire or within sixty (60) days of the last signature on the 2024-2026 Collective  
40 Bargaining Agreement, whichever date is later. The validity of previous experience shall be  
41 determined by the employer and decisions are not subject to the grievance procedure. Appeals  
42 may be addressed to the Superintendent, whose decision shall be final and binding. Employees  
43 whose placement would be reduced based upon this section will not have their placement  
44 reduced.



1 **Section 9.9.**

2 The Association and the District have a mutual interest in supporting professional growth for employees.  
3 Creating a system that supports job opportunities is one way to support professional growth. Given this  
4 mutual interest, the right for an employee to return to their previous job when efforts in the new position  
5 are unsatisfactory, benefits and protects both the employee and the District. The following procedure is  
6 intended to outline the right for an employee to return to their previous job.

- 7
- 8 A. Within twenty (20) working days after beginning in a new position, either the employee or  
9 their supervisor may direct a return to the employee’s previous position.
  - 10 B. During the twenty (20) day right to return period, the vacated position will not be filled on a  
11 permanent basis.
  - 12 C. The opportunity for this right to return excludes positions filled during the first thirty (30)  
13 working days and the last thirty (30) working days of the student calendar, unless mutually  
14 agreed by the Association and the District.

15

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

22

23 **Section 9.10. Layoffs.**

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

- 25
- 26 A. The District shall determine the reductions necessary in any and all job classifications.
  - 27 B. If the District determines that a layoff or reduction in hours within this bargaining unit is  
28 necessary, all affected employees will receive a notice by the end of the first working day  
29 in June in case of a layoff/reduction implemented at the beginning of the next contract  
30 year, prior to the layoff/reduction. In the event of a layoff before the last working day in  
31 June, all affected employees will receive thirty (30) calendar days’ notice in writing.
  - 32 C. The District shall determine the level of reduction in the job classifications and reduce  
33 based upon seniority to reach that level.
  - 34 D. An employee whose position, including one-on-ones (See Section 9.12), is being  
35 eliminated may bump a less senior employee in an equivalent position within their  
36 classification as listed in Schedule A. Within five (5) working days following notification  
37 of reduction, said employee must submit a written request to bump.

38

39 **Section 9.10.1. Recalls.**

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

- 43
- 44 A. Persons on the recall list must have completed the probationary period.
  - 45 B. Persons on the recall list shall provide the District with their current address and  
46 telephone number(s). Employees may also provide a current e-mail address to the  
47 District. All information and preferences of notification method must be provided in



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

- 3 C. When a position comes open, current employees will have first opportunity to be  
4 selected through the position bid process.
- 5 D. Following the above process, the District will notify the senior person on the recall  
6 list when an equivalent position comes open in their classification.
- 7 E. An employee on layoff status who rejects an offer reemployment shall forfeit rights to  
8 reemployment with the District, provided that such employee is offered a position  
9 substantially equal in time (loss no greater than thirty (30) minutes) to that held prior  
10 to layoff.
- 11 F. An employee on layoff status shall forfeit rights to reemployment with the District if  
12 the employee does not respond to an offer of reemployment within five (5) working  
13 days.
- 14 G. Will be allowed to participate in beginning of school year bidding.

15  
16 **Section 9.11. Child Specific.**

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

25  
26 Employees on a layoff recall list:

- 27
- 28 A. Must have completed the probationary period.
- 29 B. Will be placed on a reemployment list and maintain seniority attained at the time of layoff for  
30 a period of eighteen (18) months.
- 31 C. Cannot displace current employees.
- 32 D. Shall be considered along with current employees when filling posted positions.

33  
34 **Section 9.12. Discipline and Discharge.**

35 The District shall have the right to discipline and discharge an employee for justifiable cause. The issue  
36 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If  
37 the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass  
38 the employee before other employees or the public. Should the District have reason to discipline an  
39 employee, the District will present the employee with a copy of the disciplinary action and request that  
40 the employee sign it.

41  
42 **Section 9.12.1. Progressive Discipline.**

43 The District may exercise its right and obligation to impose discipline in instances where just  
44 cause exists. However, the District will abide by progressive discipline. Such discipline shall  
45 include, but not be limited to, the following steps:

- 46
- 47 A. Verbal Warning (Documented in Writing)
- 48 B. Written Letter of Reprimand

- C. Suspension Without Pay
- D. Termination

Within progressive discipline, the District may skip steps when behaviors warrant higher levels of discipline.

**Section 9.13.**

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

**Section 9.13.1.**

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

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

**ARTICLE X**

**INSURANCE**

**Section 10.1. SEBB Insurance.**

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

**Section 10.1.1. SEBB Program.**

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

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



1 Employees are deemed eligible to participate in the SEBB offered Medical Flexible Spending  
2 Arrangement (FSA) and the Dependent Care Assistance Program (DCAP). Employees will also  
3 have the option of enrolling in a Health Savings Account (I) when a qualifying high deductible  
4 health plan (HDHP) is selected for their medical insurance. In addition, employees will be able to  
5 utilize payroll deductions for any supplemental insurance they choose through SEBB (increased  
6 AD&D, long-term disability, etc.).  
7

8 **Section 10.1.2. Dependent Coverage.**

9 Legal spouses, state registered partners, children up to 26 (biological, and adopted children,  
10 children of the employee’s spouse or state registered domestic partner, children for which a court  
11 order or divorce decree created a legal obligation to provide support or health care coverage) and  
12 children of any age with a developmental or physical handicap who are not capable of self-  
13 support are dependents covered within SEBB programs.  
14

15 **Section 10.1.3. Eligibility.**

16 As further provided in WAC 182-31-040, a school employee is eligible for the employer to  
17 contribute towards SEBB benefits if they are anticipated to work at least six hundred thirty (630)  
18 hours per school year. Employees who were not anticipated to work six hundred thirty (630)  
19 hours, but in fact work six hundred thirty (630) hours became eligible once they reach six  
20 hundred thirty (630) hours. Paid leave hours may count toward the six hundred thirty (630)  
21 hours used to determine eligibility for benefits to the extent provided in SEBB/HCA rules.  
22

23 **Section 10.1.4. Enrollment Start.**

24 Benefit coverage for new employees will begin the first day of the month following the first day  
25 of work when it is anticipated that the employee will work six hundred thirty (630) hours, except  
26 during the month of September when the employee’s benefit coverage will begin in September if  
27 the employee is expected to work six hundred thirty (630) hours or more during the school year  
28 and that employee begins on or before the first day of school in September. See WAC 182-31-  
29 040 for more rules regarding start of coverage and enrollment.  
30

31 **Section 10.1.5. Continuity of Coverage.**

32 When a new employee to the District was previously employed by a SEBB employer and was  
33 eligible for SEBB, that employee will have uninterrupted benefit coverage if they are anticipated  
34 to work six hundred thirty (630) hours in a school year, and meets eligibility criteria during the  
35 school year, the employee will become eligible for SEBB benefits and will begin coverage in the  
36 month following this establishment of eligibility. When a regularly contracted employee reaches  
37 or is anticipated to reach six hundred thirty (630) hours in a school contract year, the employee  
38 will not be denied insurance for the duration of the contract year, provided the employee remains  
39 employed and eligible for coverage under the SEBB rules.  
40

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

42 An employee terminating employment is entitled to continuing SEBB benefit coverage for the  
43 remainder of the calendar month in which they terminate. In cases where separation occurs after  
44 completion of full contract obligation (i.e., the end of the student year in June) SEBB benefit  
45 coverage continues until August 31. The District will notify the Association of any exception to  
46 this. See WAC 182-31-050. Upon request, the District will provide information to the  
47 Association related to eligible and ineligible employees. With proof of insurance, an eligible  
48

1 employee may decline coverage through the SEBB and therefore have no payments or premiums  
2 deducted from their paychecks for this purpose.

3  
4 **Section 10.1.7. Legislative Changes/Conformity to the Law.**

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

9  
10 **Section 10.2. Health Benefit Mitigation Fund.**

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

14  
15 The District shall contribute six hundred dollars (\$600) annually to employees who work less than four  
16 (4) hours/day; and the District shall contribute one thousand two hundred dollars (\$1200) annually to  
17 employees who work more than four(4) hours/day.

18  
19 The District will adopt the VEBA Health Reimbursement Plan (Plan). The District agrees to contribute  
20 to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible  
21 employee must submit a completed and signed Membership Enrollment Form to become a Plan  
22 participant and be eligible for benefits under the Plan.

23  
24 The selected contribution(s) shall be made during the term of this Agreement and the Association shall  
25 notify and re-authorize such agreement with the District annually consistent with Internal Revenue  
26 Service Regulation.

27  
28 **Section 10.3.**

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

33  
34 **Section 10.4.**

35 The District shall provide tort liability coverage for all employees subject to this Agreement.  
36  
37  
38

39 **ARTICLE XI**

40 **ASSOCIATION MEMBERSHIP**

41  
42  
43 **Section 11.1. Membership.**

44 The District and the Association understand that at the center of our labor management relationship is  
45 the shared interest in providing the best services to the public. Therefore, it is the expectation of both the  
46 Association and the District, that the District representatives shall remain neutral on the issue of  
47 Association membership and respect all employee's decisions to join and maintain membership in their  
48 exclusive professional advocacy organization, Public School Employees of WA/SEIU Local 1948

1 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and  
2 maintaining membership in Public School Employees of WA/SEIU Local 1948 upon employment with  
3 the District.

4  
5 **Section 11.2. Membership Rescission.**

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

11  
12 **Section 11.3. New Hire Notification.**

13 The District shall notify the Association President of all new hires by sending the classified board  
14 summary within two (2) days of the board meeting including name, job title, work location and hire date.

15  
16 **Section 11.4. Dues and Checkoff.**

17 The Association shall provide the District with a full and complete list of bargaining unit employees who  
18 are current members of the Association, and shall provide updates, additions, and/ or other changes in  
19 membership status to the District upon request. The District agrees to accept dues authorizations via  
20 voice authorization or by E-signature in accordance with “E-SIGN”. The Association will provide a list  
21 of those members who have agreed to union membership via voice authorization. In addition, upon  
22 request, access to the District to the .wav files associated with the voice authorization. The Association  
23 will be the custodian of the records related to voice/E-signature authorizations. The Association agrees  
24 that, as the custodian of records, it has the responsibility to ensure the accuracy and safe-keeping of  
25 those records. The District shall deduct Association dues from the pay of any employee who authorizes  
26 such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the  
27 Treasurer of Public School Employees of WA/SEIU Local 1948 on a monthly basis.

28  
29 **Section 11.5. COPE – Political Action Committee.**

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

42  
43 **Section 11.6. Indemnify and Hold Harmless.**

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



1 **Section 11.7. Member Lists.**

2 Within twenty-one (21) business days from an employee’s hire date, the District will provide a digital  
3 file to PSE’s designated portal containing all employee information retained in the employer’s records.  
4 Separately, every 120 business days, for all employees covered under the PSE collective bargaining unit,  
5 the District will provide a digital file to PSE’s designated portal containing all employee information  
6 retained in the employer’s records.

7  
8 The information reported will include:

- 9  
10     ▪ The employee's name and date of hire  
11     ▪ The employee's contact information, including:  
12         · Cellular, home, and work telephone numbers.  
13         · Work and home address or personal mailing address.  
14     ▪ The employee's job title  
15     ▪ Rate of pay for contracted work performed under collective bargaining agreement.  
16     ▪ Primary work site location or duty station.

17 The employer will stay in compliance with all applicable laws relating to employee information.  
18 Annually, by November 1, the District will provide the anticipated annual salary of the bargaining unit  
19 members.

20  
21  
22 **ARTICLE XII**

23  
24 **GRIEVANCE PROCEDURE**

25  
26  
27 **Section 12.1. Purpose.**

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

34  
35 **Section 12.1.1. Definitions.**

- 36 A. **Grievant:** A grievant is an employee, or in the case of the Association’s contractual rights,  
37 the union.  
38 B. **Grievance:** A grievance is defined as a dispute involving the interpretation or application of  
39 the specific terms of this Agreement.  
40 C. **Days:** Days in this procedure are normal District office workdays.

41  
42 **Section 12.1.2.**

43 **Timelines.** Grievances shall be processed in the following manner and within the stated time  
44 limits. Time limits shall be calculated commencing on the day after the event or occurrence  
45 triggering the running time limit. Time limits provided in this procedure may be extended only  
46 by mutual written agreement.  
47



1 Failure on the part of the employer at any step of this procedure to communicate the decision on  
2 a grievance within the specific or mutually extended time limits shall permit the grievant to lodge  
3 an appeal at the next step of this procedure.  
4

5 Failure on the grievant (employee or union) to present or proceed with a grievance within the  
6 specified or mutually extended time limits will render the grievance waived.  
7

## 8 **Section 12.2. Process.**

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

10 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or  
11 twenty (20) days after the event is known or reasonably should have been known, the employee  
12 shall attempt to resolve the grievance informally with their immediate supervisor. The  
13 immediate supervisor shall respond informally within ten (10) days of the employee's  
14 presentation. The informal presentation and response at this level may be oral or written. In  
15 presenting the grievance, the employee may be accompanied by a representative of the  
16 Association at all steps of the grievance.  
17  
18

### 19 **Section 12.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

20 If the grievance is not resolved informally, it shall be reduced to writing by the employee who  
21 shall submit it to the immediate supervisor within fifteen (15) days after receipt of the  
22 supervisor's response at Step 1. The written grievance shall contain the following:  
23

- 24 A. A statement of the alleged grievance including the facts upon which the grievance  
25 was based;
- 26 B. Reference to the specific term(s) of the agreement which have been allegedly  
27 violated; and
- 28 C. Remedy sought.  
29

30 The immediate supervisor shall inform the employee and the Association in writing of the  
31 disposition of the grievance within fifteen (15) days of the presentation of the grievance. If an  
32 agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing  
33 within ten (10) days.  
34

### 35 **Section 12.2.3. Step 3. Superintendent/Designee Level.**

#### 36 **A. Individual Grievance**

37 If the grievance is not settled at Step 2 and the Association believes the grievance to be valid,  
38 a written statement of the grievance shall be submitted within fifteen (15) days to the District  
39 Superintendent or the Superintendent's designee. After submission of the grievance, the  
40 parties will have fifteen (15) days to meet with the Superintendent or designee to resolve the  
41 grievance. A written statement of the disposition shall be given to the aggrieved and the  
42 union within fifteen (15) days of the meeting. If an agreeable disposition has been made, the  
43 aggrieved party shall terminate the grievance in writing within ten (10) days.  
44

#### 45 **B. Association Grievance**

46 A grievance which the union may have against the employer, limited as aforesaid to matters  
47 dealing with the interpretation or application of terms of this Agreement relating to union  
48 rights, shall be commenced by filing in writing (in format of Step 2 above) with the  
Superintendent/Designee. Such filing shall be within thirty (30) days following the



1 occurrence of the event giving rise to the grievance or thirty (30) days after the event is  
2 known or reasonably should have been known. The Superintendent/designee and the  
3 Association will have ten (10) days from receipt of the grievance to resolve it. A written  
4 statement of the disposition shall be given to the Association within fifteen (15) days of the  
5 meeting. If an agreeable disposition has been made, the Association shall terminate the  
6 grievance in writing within ten (10) days.  
7

8 **Section 12.2.4. Step 4. School Board.**

9 If no settlement is reached in Step 3 and the Association believes the grievance to be valid, a  
10 written statement of grievance shall be submitted within fifteen (15) days to the School Board,  
11 after receipt of the Superintendent's written response in Step 3. The grievance shall be heard at  
12 its next regular meeting, or at a special meeting to be held no more than twenty (20) days from  
13 submission of the written grievance to the Board. The grievant(s) shall be allowed to appear  
14 before the Board, and to provide a presentation to the Board in executive session. A disposition  
15 must be entered at the School Board level within fifteen (15) days of the conclusion of the  
16 meeting.  
17

18 **Section 12.2.5. Step 5. Arbitration.**

19 If no settlement is reached in Step 4, the Association has the right to file a demand for arbitration  
20 as outlined below:  
21

- 22 A. Written notice of a request for arbitration shall be made to the Superintendent within  
23 ten (10) days of receipt of the disposition letter at Step 4.  
24 B. Arbitration shall be limited to issue(s) involving the interpretation or application of  
25 specific terms of this Agreement.  
26 C. When a timely request has been made for arbitration, the parties shall attempt to select  
27 an impartial arbiter to hear and decide the particular case. If the parties are unable to  
28 agree to an arbiter within ten (10) days after submission of the written request for  
29 arbitration, the provisions of paragraph (d) below shall apply to the selection of an  
30 arbiter.  
31 D. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the  
32 parties shall jointly request the American Arbitration Association to submit a panel of  
33 seven (7) qualified neutrals. Such request shall state the issue of the case and ask that  
34 the nominees be qualified to handle the type of case involved. When notification of  
35 the seven (7) arbiters is received, the parties shall each independently strike from the  
36 list those unacceptable arbiters and shall rank, in order of preference, the remaining  
37 arbiters. From among the mutually acceptable arbiters, the one with the lowest  
38 combined preference number shall be the arbiter. In the event there are no mutually  
39 acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a  
40 name from the panel until only one (1) name remains. The remaining person shall be  
41 the arbiter. The right to strike the first name from the panel shall be determined by  
42 lot.  
43 E. In the event either party is dissatisfied with the credentials of the arbiters whose  
44 names are on the first panel offered by the American Arbitration Association, such  
45 party can summarily reject that panel and insist on a second panel. Selection must be  
46 made from the second panel.  
47  
48

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

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

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

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

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

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

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

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

**Section 12.3.3. Freedom from Reprisal.**

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



1 **Section 12.3.4. Timelines.**

2 Grievance claims involving retroactive compensation will be limited to no more than twenty (20)  
3 days prior to the initiation of the grievance at the Step 1 meeting.  
4

5 **Section 12.4. Grievance Release Time.**

6 In the event the grievance or arbitration discussions occur during regular employment time, the District  
7 shall provide release time without loss of compensation limited to the grievant, required witnesses, and  
8 one (1) Association representative unless otherwise approved by the District. It is recognized that  
9 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside  
10 the employee's work days and are not to be compensated by the District.  
11  
12  
13

14 **ARTICLE XIII**

15 **SALARIES AND EMPLOYEE COMPENSATION**  
16  
17

18 **Section 13.1.**

19 Employees shall be compensated in accordance with the provision of this Agreement for hours worked.  
20

21 **Section 13.2.**

22 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
23 Schedule A attached hereto and by this reference incorporated herein. Salary improvement, during the  
24 duration of this Agreement, shall be provided to the extent authorized and funded by the legislature,  
25 exclusive of earned increments. Effective September 1, 2024, Schedule A shall be increased by five and  
26 two tenths' percent (5.2%). Effective September 1, 2025, Schedule A shall be increased by the IPD and  
27 one percent (IPD + 1%).  
28

29 **Section 13.3.**

30 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and  
31 conditions of Article XV, Section 15.3. Should the date of this Agreement be subsequent to the effective  
32 date, salaries, including overtime, shall be effective as mutually agreed.  
33

34 **Section 13.4.**

35 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this  
36 Agreement; provided, the employee has been actively employed continuously for at least one half (1/2)  
37 of the previous employment year.  
38

39 **Section 13.5.**

40 Any employee who changes job positions within a classification shall receive full longevity credit  
41 regarding step placement on Schedule A.  
42

43 **Section 13.6.**

44 In the event of an underpayment of wages earned by the employee, the District will expedite payment to  
45 the employee. In the event of an overpayment of employee wages, the District will work with the  
46 employee to mitigate the impact on pay and benefits.  
47  
48

1 **Section 13.7. Bilingual/Multilingual Stipend.**

2 The District shall provide five hundred dollars (\$500) per year to any Paraeducator paid at the  
3 Paraeducator/Bus Monitor Rate on Schedule A who provides the District with documentation that they  
4 have passed an assessment that shows oral and written translation via Global Seal of Biliteracy (working  
5 fluency) at the employee’s cost. The employee may seek reimbursement for the costs related to this  
6 assessment through the Professional Development fund in Section 14.1 of the Collective Bargaining  
7 Agreement.

8  
9 The District shall provide one thousand dollars (\$1,000) per year to any Paraeducator paid at the  
10 Paraeducator/Bus Monitor Rate for anyone who speaks Mixteco, Triqui, Russian, or Ukrainian who  
11 provides the District with documentation that they have passed an assessment that shows oral and  
12 written translation via Global Seal of Biliteracy (working fluency) at the employee’s cost. The employee  
13 may seek reimbursement for the costs related to this assessment through the Professional Development  
14 fund in Section 14.1 of the Collective Bargaining Agreement. For languages that do not have a formal  
15 assessment in place, the District will provide an assessment.

16  
17 **Section 13.8. Certification and Degree Pay.**

18 Employees shall receive additional hourly compensation based on the degrees and/or certifications that  
19 they hold in the amounts below:

- 20  
21 \$0.25 per hour in addition to hourly rate for those that have an Advanced Certificate from PESB  
22 \$0.50 per hour in addition hourly rate for those that provide the District with proof of having a  
23 Bachelor's degree or higher (Note: MGS w/ BA position is excluded from this additional compensation)  
24

25 In order to receive such compensation, supporting documentation must be provided to the HR  
26 Department by September 1st of each year to be added for the year or at the point of hire. For the 2024-  
27 2025 School Year only, employees will have until October 1 to submit documentation. The District will  
28 request documentation upon hire.  
29  
30  
31

32 **ARTICLE XIV**

33 **TRAINING/PROFESSIONAL DEVELOPMENT**

34  
35  
36 **Section 14.1. Professional Development.**

37 The District recognizes that employees desire to improve and broaden their work skills and training.  
38 Therefore, a staff development fund for classified employees of five thousand dollars (\$5,000) will be  
39 available for employee use. The District shall carryover any unused funds from year to year to a  
40 maximum of ten thousand (\$10,000) dollars. A fund balance report will be provided to the Association  
41 Chapter President(s) bi-monthly. In the event of a levy failure, there will not be money placed into the  
42 staff development fund, for that year, but any fund balance from the rollover, shall be made available for  
43 employee’s use.  
44

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



1 Employees may request staff development funds by filling out a Staff Development Request Form.  
2 Such application must be approved by the employee's supervisor, the Association Chapter President(s)  
3 and final approval will be granted by the Superintendent/designee.  
4

5 Employees required by the District or by State regulations to attend training (including first aid training),  
6 receiving required certification, or being recertified, as a condition of employment, shall be reimbursed  
7 for all fees, costs and/or expenses. Those employees that choose not to attend District provided training  
8 sessions when scheduled shall be required to pay for their registrations in other locations unless  
9 attendance and payment is pre-approved by the Superintendent/designee. Employees shall also be  
10 compensated for all time expended as "hours worked" pursuant to Article XIII, Section 13.1.  
11

12 **Section 14.2.**

13 The parties mutually agree to participate in the Washington Public School Classified Employee's  
14 Apprenticeship Program (WPSCEJATC). Any employee who successfully completes the Paraeducator  
15 I, Paraeducator II and Paraeducator III programs through WPSCEJATC, shall receive an additional one  
16 dollar (\$1.00) per hour for each program. Such increase shall be in addition to the employee's regular  
17 rate of pay as expressed on Schedule A.  
18

19 **Section 14.3.**

20 The District will pay employees who have completed the core competencies prior to September 1, 2001,  
21 twenty-five cents (\$0.25) per hour above their appropriate step on Schedule A.  
22

23 **Section 14.4. Emergency Substitute Certificates.**

24 The District and PSE encourage paraeducators to obtain an emergency substitute certificate, as per  
25 Washington Administrative Code 180-79A-231.  
26

27 Paraeducators will pay for all costs related to the certification application. Paraeducators with this  
28 certificate may be placed into classroom teaching assignments when the list of qualified substitute  
29 teachers has been exhausted. This placement will occur under the direction of the school principal, in  
30 cooperation with the personnel office.  
31

32 The paraeducator will be paid at the substitute teacher rate of pay, or their regular hourly rate of pay,  
33 whichever is greater, for this experience and a substitute for their regular position will be sought. Once  
34 an employee obtains an advanced paraeducator certificate and meets the minimum requirements to  
35 qualify for an emergency substitute teaching certificate, the District will, upon the employee's request,  
36 request that the employee is approved for an emergency substitute teaching certificate.  
37

38 **Section 14.5. All Staff Orientation.**

39 The District will provide five (5) hours additional pay, at the employee's regular pay rate, to each  
40 classified staff member for attendance at the All-Staff Orientation Program and District or site-related  
41 orientations/trainings/work, unless these occur during the employee's normal work hours. District or  
42 site related training will include required annual online safety training. New employees will be paid for  
43 any additional required training that is part of their induction to the District, unless this occurs during the  
44 employee's normal work hours. Meetings regarding benefit/pay information are on a non-paid basis.  
45  
46  
47  
48

1 **Section 14.6. Paraeducator Premium.**

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

7  
8 The annual stipend will be paid effective with October payroll and will be prorated based upon days  
9 worked, if position begin after the start of the school year or ends before the end of the year. The  
10 compensation and job description for a Behavior Intervention Technician include the duties associated  
11 with the responsibility stipend described above.

12  
13 **Section 14.7. Bilingual Interpreter Additional Work.**

14 Classified staff who provide bilingual interpreter support for meetings outside of the employee’s regular  
15 contracted workday will be compensated at the rate of thirty dollars (\$30) per hour or their regular  
16 hourly rate of pay, whichever is higher (or overtime rate, if applicable).

17  
18 **Section 14.8. Safety Training.**

19 The District shall provide paid CPR and First Aid training to all bargaining unit employees at no cost to  
20 the employee. All employees whose job description recommends or requires de-escalation training will  
21 have this training provided by the District on paid time at no cost to the employee. The District will  
22 provide required training at the earliest available opportunity. Employees seeking training hosted by the  
23 District that is not required or recommended by their job description may attend training upon approval  
24 from the District. Employees may seek reimbursement through the Professional Development Fund in  
25 Section 14.1 of this Agreement.

26  
27  
28 **ARTICLE XV**

29  
30 **TERM AND SEPARABILITY OF PROVISIONS**

31  
32  
33 **Section 15.1.**

34 The term of this Agreement shall be September 1, 2024 through August 31, 2026, with a wage reopener  
35 during the summer of 2023.

36  
37 **Section 15.2.**

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

40  
41 **Section 15.3.**

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

44  
45 **Section 15.3.1.**

46 This Agreement shall be reopened as necessary to consider the impact of any legislation enacted  
47 which occurs following execution of this Agreement. Either party may demand the contract be  
48



1 reopened when legislation enacted affects the terms and conditions herein or creates authority to  
2 alter personnel/financial practices in public employment.

3  
4 **Section 15.4.**

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

7  
8 **Section 15.5.**

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

11  
12 **Section 15.6.**

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



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**SIGNATURE PAGE**

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

**MOUNT VERNON PARAEDUCATORS #824**

**MOUNT VERNON SCHOOL DISTRICT #320**

BY:   
Freedom Gassoway, Chapter Co-President

BY:   
Victor Vergara, Superintendent

DATE: 10/01/24

DATE: 10/1/24

BY:   
Amy Gainza, Chapter Co-President

DATE: 10/01/24





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<p style="text-align: center;"><b>SCHEDULE A</b> <b>MT. VERNON PARAEDUCATORS</b> <b>September 1, 2024 through August 31, 2025</b></p>								
<b>PSE Paraeducators*/**/***/****</b>	<b>Sub</b>	<b>Step 1 Years 0-3</b>	<b>Step 2 Years 4-7</b>	<b>Step 3 Years 8-11</b>	<b>Step 4 Years 12-15</b>	<b>Step 5 Years 16-20</b>	<b>Step 6 Years 21-25</b>	<b>Step 7 Years 26+</b>
Level I	\$25.12	\$26.02	\$26.93	\$27.88	\$28.86	\$30.87	\$31.87	\$32.87
Level II		\$28.74	\$29.76	\$30.84	\$31.90	\$34.01	\$35.01	\$36.01
Level III		\$29.33	\$30.36	\$31.44	\$32.54	\$34.68	\$35.68	\$36.68
Level IV		\$33.86	\$35.06	\$36.29	\$37.57	\$39.88	\$40.88	\$41.88
Level V		\$43.97	\$45.51	\$47.11	\$48.75	\$51.46	\$52.46	\$53.46
						Steps 5 - 7 include \$1.00 Longevity		

\*add .25/hr for completion of Core Competency trainings completed before 09/2001 \*\*add 0.25/hr for completion of Pilot/Fundamental Course of Study before 09/2020 \*\*\*Add 1.00/hr for completion of each approved PSE Apprenticeship program \*\*\*\*Paraeducator Premium Responsibility Stipend per CBA: \$1,000 \*\*\*\*\*add .25/hr for Advanced Certification through PESB \*\*\*\*\*add .50/hr for BA or higher

**Level I:** Paraeducator, Bus Monitor, Health Room Assistant **Level II:** Multilingual School Liaison, Home Visitor (District Office) **Level III:** Health Clerk (District Wide), Transitions Program **Level IV:** SLP-A, LPN, Behavior Technician (Special Programs or Itinerant), Migrant Graduation Specialist (w/o BA), Academic Support Intervention **Level V:** Migrant Graduation Specialist (w BA)





# Employee Resignation/Retirement Request Form

We appreciate your cooperation in completing this form and forwarding it to Human Resource at least two weeks prior to your resignation/retirement date. **This form is required**, but an optional letter may be attached.

Name (printed): \_\_\_\_\_

FTE or Hours/day: \_\_\_\_\_ Position: \_\_\_\_\_ Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home phone number: \_\_\_\_\_ Cell phone number: \_\_\_\_\_

Date Admin or Supervisor was notified: \_\_\_\_\_

**Please check ONE box below and complete the fields within that section only:**

**Reduction in FTE or hours (partial resignation)**

Partial Resignation – I hereby resign \_\_\_\_\_ FTE/hours of my \_\_\_\_\_ total FTE/hours position.  
Effective date: \_\_\_\_\_ (the first working day of your reduced FTE/hours)

**Resignation**

Benefits will terminate at the end of the month in which your resignation from the district is effective  
Questions – Please contact Tahlia Gage, Jenilee Springer, or Tracy Tesarik

Last work day: \_\_\_\_\_ Effective Resignation date: \_\_\_\_\_

\*Will you be working at another school district in Washington State?  Yes  No

\*If yes, anticipated start date: \_\_\_\_\_

**Retirement**

Benefits will terminate at the end of the month in which your resignation from the district is effective  
Questions – Please contact Tahlia Gage, Jenilee Springer, or Tracy Tesarik

Last work day: \_\_\_\_\_ Effective Resignation date: \_\_\_\_\_

\*Contact DRS at 1-800-547-6657 or visit <https://www.drs.wa.gov/> to confirm retirement eligibility and your retirement date.

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

**HR/PAYROLL TO COMPLETE**

Date Received: \_\_\_\_\_

Retirement plan enrolled in: \_\_\_\_\_ Eligible for VEBA sick leave cash out upon retirement? \_\_\_\_\_