

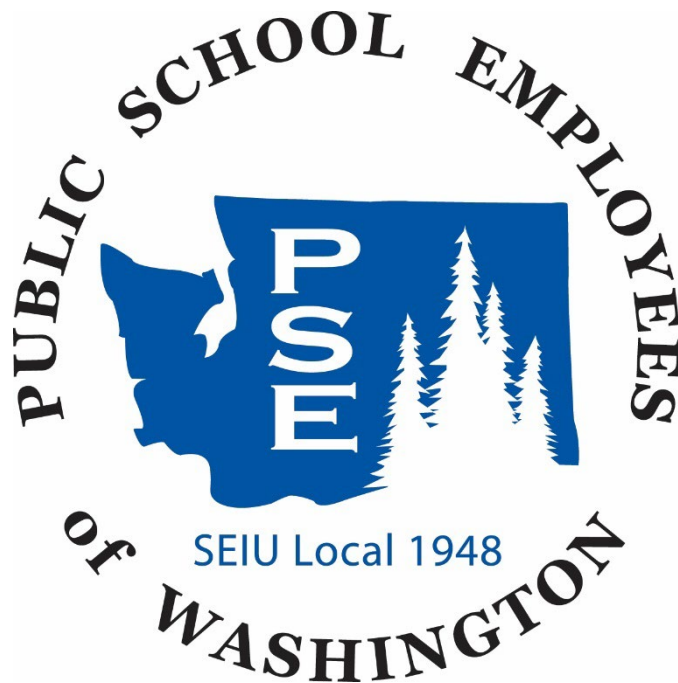
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**SNOHOMISH SCHOOL DISTRICT #201**

AND

**PUBLIC SCHOOL EMPLOYEES OF SNOHOMISH #1124**

SEPTEMBER 1, 2025 - AUGUST 31, 2028



**Public School Employees of Washington/SEIU Local 1948**

[www.pseclassified.org](http://www.pseclassified.org)

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## DECLARATION OF PRINCIPLES

Declarations of Principles are intended to set forth the basis for the collective bargaining relationship between the parties and are not subject to the grievance procedure contained in this Agreement.

The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.

Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for participation in the formulation and implementation of procedures affecting the conditions of their employment.

## PREAMBLE

This Agreement is made and entered into between Snohomish School District No. 201 (hereinafter “District”) and Public School Employees of Snohomish, 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 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. Exclusive Representative.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of representing the interests of all such employees.

1 **Section 1.2. Bargaining Unit Composition.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees,  
3 including substitutes and temporaries (with the exception of high school and college students employed  
4 by the District), who have worked for the District thirty (30) cumulative days in the last twelve (12)  
5 months, in the following general job classifications: Office Personnel, Facilities, Transportation,  
6 Educational Support, Health Services, and Technology. Provided further, the following positions will be  
7 excluded from the bargaining unit: all supervisory and confidential employees including the positions of  
8 Executive Assistant to the Superintendent, Executive Assistant to the Deputy Superintendent, Executive  
9 Assistant to the Executive Director of Human Resources, Human Resources Analysts, and Systems  
10 Engineers.

11  
12 **Section 1.2.1. Substitutes and Temporary Employees.**

13 Only the following Articles/Sections apply to substitute and temporary employees as set forth in  
14 Section 1.2.1: Article II, Article III, Section 3.1 to 3.3 only; Article XII, if they are expected to  
15 work at least ninety (90) days in one specific assignment; Article XIV; Article IX, limited to those  
16 matters specifically contained in this section; the wage schedule rate of pay shall be the zero  
17 column for all categories except as provided in Section 18.3.

18  
19 **Substitute Employees:**

20 The term “substitute” shall refer to those persons employed to replace bargaining unit  
21 employees who are on paid or FMLA leave status; or to work in experimental or workload  
22 fluctuation situations of up to sixty (60) workdays. The District retains the right to  
23 terminate the employment of substitutes at its sole discretion.

24  
25 **Temporary Employees:**

26 The term “temporary” shall refer to those persons employed to cover emergency  
27 situations, replace an employee receiving workers’ compensation who has exhausted sick  
28 leave, support for a low incidence placement student, or special projects on an as-needed  
29 basis for a period of time not to exceed ninety (90) workdays or seven hundred twenty  
30 (720) hours within a contract year. A paraeducator filling a temporary position of  
31 indeterminate duration, i.e., supports a low incidence placement student (i.e., a student  
32 with multiple or severe disability) or special projects on an as-needed basis may, with  
33 District notice to the Association, exceed ninety (90) workdays or seven hundred twenty  
34 (720) hours as a temporary employee within a school year. With the exception of monthly  
35 class load assistance, temporary work will be posted on the District website. Association  
36 employees who do not work a forty (40) hour workweek will be considered first, on a  
37 seniority basis, for temporary work. Temporary employees shall be compensated and earn  
38 longevity credit as if the temporary employee were a regular employee.

39  
40 **Section 1.3. Job Descriptions and Evaluations.**

41 All bargaining unit employees shall be provided with current copies of their job descriptions. Job  
42 descriptions will be reviewed by the District on an on-going basis, as needed. Amended or newly created  
43 job descriptions in draft form will be provided to the Association President for review and comment. Said  
44 job descriptions shall also be distributed to employees holding the same or similar position for review and  
45 comment to be submitted to the Association President. The Association President’s comments must be  
46 returned to Human Resources no later than fifteen (15) workdays from receipt of such draft job descriptions.  
47 The District acknowledges the Association’s bargaining rights relating to the effect of an amended or newly  
48 created job description.



1 **Section 1.3.1. Performance Evaluations.**

2 Job descriptions will be used as the basis for the evaluation form. Employees and supervising  
3 administrators will use the evaluation form for performance evaluation and goal setting for  
4 professional growth. While supervising administrators are expected to communicate performance  
5 concerns throughout the year, the absence of prior discussion does not preclude the inclusion of  
6 such concerns in the annual evaluation.  
7

8 **Section 1.3.2. Job Description Reviews.**

9 The District will review and update all bargaining unit job descriptions at least once every three  
10 (3) years.  
11

12 **Section 1.3.3. Evaluation Conferences.**

13 Evaluations results will be presented and discussed during a conference between the supervising  
14 administrator and the employee. The evaluation form shall be signed by both the supervising  
15 administrator and the employee at the conclusion of the conference or, if the employee declines or is  
16 unavailable to sign, a notation to that effect shall be included on the form. The employee's signature  
17 signifies only that the employee has read and understands the evaluation; it does not necessarily  
18 mean agreement with the evaluation.  
19

20 **Section 1.3.4. Performance Improvement Plans**

21 The purpose of a performance improvement plan is to encourage success by providing a clear,  
22 structured, and time-bound opportunity for an employee to address specific performance  
23 deficiencies. A plan may be implemented when an employee's performance is determined to be  
24 below expectations, either through a formal evaluation rated as emerging or unsatisfactory, or  
25 through documented performance deficiencies that require corrective action prior to completion of  
26 the annual evaluation. The performance improvement plan shall include the following elements, as  
27 determined appropriate by the supervising administrator:  
28

- 29 1. A written description of specific performance deficiencies or areas for growth.
- 30 2. Expectations for required improvement or expected behaviors.
- 31 3. Goals and benchmarks to assess progress.
- 32 4. Regular monitoring by the supervising administrator, including documented check-ins.
- 33 5. A reasonable timeline for improvement.
- 34 6. Access to training or resources, if deemed appropriate by the District, to support  
35 improvement.  
36

37 Failure to demonstrate sufficient improvement within the designated timeframe, as documented by  
38 the supervising administrator, may result in disciplinary action, including termination. Nothing in  
39 this section limits the District's right to take disciplinary action, including termination, for  
40 misconduct or other causes outside of the performance improvement process. An employee may be  
41 removed from the improvement plan at any time if the supervising administrator determines that  
42 performance deficiencies have been sufficiently corrected.  
43

44 **Section 1.4. Snohomish Aquatics Center.**

- 45 1. The assignment of bargaining unit work at the Snohomish Aquatics Center campus and building is  
46 limited to bargaining unit employees working under the general job classification of Facilities and  
47 Technology and Fiscal Specialist under the job classification of Office Personnel.  
48

2. Specifically excluded from work to be assigned to bargaining unit members any/all work performed within the pool area comprised of the spectator seating, competition natatorium, mechanical room, and the recreational natatorium.
3. No other Snohomish Aquatics Center work will be assigned to bargaining unit members.

## ARTICLE II

### RIGHTS OF THE EMPLOYER

#### **Section 2.1. Employer Rights.**

Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy-making authority of the Employer Board, which authority the Employer Board specifically reserves unto itself. The management of the Employer and the direction of the workforce are vested exclusively in the Employer, subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer, in accordance with such policy or procedure as the Employer from time to time may determine. Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated.

Management officials retain the right and obligation, according to Employer Board policy, to do the following: direct employees covered by this Agreement; hire, promote, retain, transfer, and assign employees; suspend, discharge, demote or take other disciplinary action against employees; release employees from duties because of lack of work or for other legitimate reasons; determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted; and subcontract work and designate the work to be performed by the Employer or others and the places where and the manner in which it is to be performed. These management rights are subject only to the expressed terms of this Agreement.

#### **Section 2.2. Reasonable Rules of the District.**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel, procedures and practices, 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.

#### **Section 2.3. Contracting Out Staff.**

Contracting out of bargaining unit work will be in conformance with law.

#### **Section 2.4. Non-Discrimination.**

The District agrees to adhere to the obligations of law related to non-discrimination.

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## ARTICLE III

### RIGHTS OF THE EMPLOYEES

**Section 3.1. Employee Rights.**

It is agreed that all employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall neither encourage nor discourage membership in any employee organization.

**Section 3.2. Right to Council.**

Employees shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

**Section 3.3. Right to Representation.**

Employees have the right to have Association representatives or other persons present at discussions between themselves and supervising administrator or other representatives of the District as hereinafter provided in this Agreement.

**Section 3.4. Annual Assignment Details.**

The following assignment details will be viewable as soon as possible after the beginning of each employee's start date or subsequent work year: position, hourly rate, hours per day, total paid workdays, salary step, and estimated annual earnings. Employees are responsible for reviewing their assignment details in the District's software system, *Employee Access*.

**Section 3.5. Notification of Reasonable Assurance.**

Less than twelve (12) month employees, who are or are not to be employed for the following school year, shall be so notified as soon as the District has made such a determination, but no later than the last student day of the school year.

**Section 3.5.1. Change of Hours/Assignment.**

Reasonable effort shall be made to notify an employee as to any change in hours, as well as change in job assignments from school year to school year, as soon as the District has made such a determination.

**Section 3.5.2. Reassignment.**

"Reassignment" shall mean the assignment of an employee to a different classroom or program within the same school. Reassignments are made at the principal's discretion when filling vacancies that are equal to the employee's current hours and pay level. When a reduction in available positions occurs within a program, the least senior employee in that program may be reassigned within the building or displaced if no comparable vacancy exists.

**Section 3.6. Access to Personnel File.**

Employees shall have the right, upon reasonable notice, to inspect the contents of their official personnel file which shall be maintained at the Resource Service Center. Inspection shall be in the presence of a

1 District designee. File contents may be reproduced for the employees as promptly as feasible. Employees  
2 shall pay for the expense of such reproduction. An Association representative may, at the request of the  
3 employee, be present during the review of any employee's file.  
4

5 **Section 3.7. Personnel File Contents and Retention.**

6 Materials concerning the employees' conduct, service, character or personality shall be placed in the  
7 personnel files only after the employees have had an opportunity to read them. The employees shall  
8 acknowledge having read such materials by signing the copies to be filed. The employees shall have the  
9 right to respond with a signed and dated statement to the material within thirty (30) days and have that  
10 statement permanently attached to the document in the personnel file. At the request of the employee,  
11 derogatory statements and any employee response to same shall be removed from the personnel file after  
12 they have been in the file for three (3) years from the date of entry, provided no further similar or related  
13 incidents have arisen and provided further, the right of removal shall not apply to substantiated  
14 information about verbal or physical abuse or sexual misconduct.  
15

16 **Section 3.8. Use of Security/Video Cameras.**

17 Security/Video cameras may be used in the workplace to maintain the health and safety of staff, students,  
18 the community and property, but not for the general purpose of monitoring employee performance. If the  
19 review of security/video footage is the result of an investigation and another incident comes to light, a  
20 second investigation will be opened. If a new video camera is placed in a work area to address a specific  
21 concern, such as suspected theft or misconduct, the District will notify the Association.  
22

23 **Section 3.9. Applicability of Public Disclosure Laws.**

24 Nothing in this Agreement precludes the District from providing documents in accordance with public  
25 disclosure laws.  
26

27 **Section 3.9.1. Exemptions of Public Disclosure.**

28 Any employee's name and/or other personally identifying information may be exempt from public  
29 disclosure law if the employee or a dependent of the employee is a survivor of domestic violence,  
30 sexual assault, stalking, abuse or harassment as defined by state law, or there is a reasonable basis to  
31 believe the employee or a dependent of the employee is at risk of domestic violence, sexual assault,  
32 stalking, abuse or harassment. The employee must submit or renew to the District a sworn statement  
33 every two (2) years, verified by the District, and in accordance with the requirements outlined in  
34 state law, or provide proof of the employee's participation in an address confidentiality program  
35 under RCW 40.24.  
36  
37  
38

39 **ARTICLE IV**

40 **RIGHTS OF THE ASSOCIATION**

41 **Section 4.1. Right to Represent.**

42 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
43 present its views to the District on matters of concern, either orally or in writing; to consult when  
44 necessary with respect to the formulation, development, and implementation of industrial relations  
45 matters and practices which are within the authority of the District; and to enter negotiations with the  
46 object of reaching an agreement applicable to all employees within the bargaining unit.  
47  
48

1 **Section 4.2. Association Materials.**

2 Representatives of the Association shall provide each new employee a copy of the bargaining agreement and  
3 any Association related materials.  
4

5 **Section 4.3. Employee Information Sharing.**

6 The Association designee(s) will be provided with the following information for bargaining unit  
7 employees: names, hire dates, personal and work phone numbers, personal email addresses, home  
8 mailing addresses, job titles, hourly rates, projected annual earnings, and worksite locations. This  
9 information will be provided within twenty-one (21) business days for newly hired employees and every  
10 one hundred twenty (120) business days for all employees in the bargaining unit, in compliance with  
11 RCW 41.56.035.  
12

13 **Section 4.4. Access to Buildings.**

14 Representatives of the Association, upon making their presence known to the District Building  
15 Administrator, or his/her designee, and upon receiving approval, shall have access to District premises  
16 during business hours, provided that no conferences or meetings between employees and Association  
17 representatives will in any way hamper or obstruct the normal flow of work.  
18

19 **Section 4.5. Association Bulletin Board.**

20 The District shall provide a bulletin board space at each work site for the use of the Association to post  
21 notices of their activities, matters of organizational concern, and other information related to Association  
22 interest. All information must, however, have the approval of the Association President. The bulletins  
23 posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be  
24 signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be  
25 posted. There shall be no other distribution or posting by employees of Association pamphlets, notices, or  
26 literature on District property, other than herein provided.  
27

28 **Section 4.6. Notification of Suspension/Discharge.**

29 The Association President shall be promptly notified by the District of formal disciplinary actions  
30 (suspension or discharge) of any employees in the unit, in accordance with the provisions of the  
31 Discharge and Grievance Procedure Articles contained herein.  
32

33 **Section 4.7. Association Business.**

34 Time off with pay for members of the Association to attend to Association business shall be limited to a  
35 maximum of twenty-two (22) days per year, provided that no more than five (5) employees may be  
36 absent at the same time and no employee shall be granted more than five (5) total days of Association  
37 leave. The Association agrees to reimburse the District the cost of overtime and/or a substitute(s).  
38

- 39 1. Representatives to the SSD/PSE Labor Management Committee shall suffer no loss of pay to  
40 participate in negotiation sessions and committee meetings on contract-related issues, as  
41 necessary.
- 42 2. Representatives of the Association shall suffer no loss of pay for participating in grievance  
43 hearings, held during regular working hours, provided that such meetings have been scheduled  
44 by the District.  
45

46 **Section 4.8. Notification of Layoffs.**

47 If the District is anticipating the layoff of employees, the District shall first meet to discuss the situation  
48 with the Association the necessity for and the method of such layoff.

1 **Section 4.9. Use of District E-Mail and Inner Office Mail.**

2 Board Policy 2022, Electronic Resources and Internet Safety, includes policy and procedures governing the  
3 use of the District computers and computer networks, and should be consulted and is incorporated herein by  
4 reference.  
5

- 6 1. The elected leadership may use the computers/network for bargaining group business in the same  
7 manner as the Association uses the District internal mail system including individual employee  
8 mailboxes and the District phone system including, as long as the use is de minimis:
  - 9 a. General meeting notification for general and committee meetings
  - 10 b. Information related to staff development opportunities
- 11 2. There are uses of the District’s communication systems, including the computer and network  
12 systems, however, that are not authorized and include specifically:
  - 13 a. Political campaigning at any level
  - 14 b. Discussion of job actions (strikes or walk-outs)
  - 15 c. Discussion of employee discipline issues
  - 16 d. Issues prohibited by the Public Disclosure Commission.
- 17 3. Questions on the appropriateness of the use of communication systems should be directed to the  
18 Executive Director of Human Resources.  
19

20 **Section 4.10. Association Access to New Employees.**

21 The District will provide the Association reasonable access to new employees of the bargaining unit for the  
22 purpose of presenting information about Public School Employees of Washington/SEIU Local 1948. This  
23 access will occur within ninety (90) days of the employee’s start date, including a period of at least thirty  
24 (30) minutes, and take place either during the District’s new employee orientation (NEO) or if the employee  
25 is unable to attend NEO, another mutually agreed upon time and location.  
26

27 Employee attendance at the Association’s presentation will be voluntary. District representatives will not be  
28 present during the Association’s access period. If the new employee cannot attend the orientation, the  
29 Employer will notify both the employee and the Association of the date of the meeting they are rescheduled  
30 to attend.  
31  
32

33  
34 **ARTICLE V**

35  
36 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

37  
38 **Section 5.1. Labor Management Collaboration.**

39 The parties agree to meet on an on-going, informal, and/or formal basis, as agreed to by the Association  
40 and the District, to discuss matters of mutual concern.  
41

- 42 1. It is agreed and understood that matters appropriate for consultation and negotiation between  
43 the District and the Association are hours, wages, grievance procedures, and general working  
44 conditions of employees.
- 45 2. Upon the written request of the Association, the President of the Association and the  
46 Superintendent or his/her designee shall meet, on a mutually agreeable basis, to review  
47 matters relating to the administration of this Agreement.  
48  
49



1 **Section 5.2. Calendars.**

2 By October 1 of the preceding school year, the Association will submit to Human Resources, in writing,  
3 any information it wishes to be considered in the development of the student school year calendar. By  
4 April 1, it will also provide its preference regarding the placement of the 261st non-work/non-paid day  
5 during winter break, if it occurs.  
6  
7  
8

9 **ARTICLE VI**

10 **HOURS OF WORK AND OVERTIME**

11 **Section 6.1. Workweek.**

12  
13 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
14 consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee  
15 to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.  
16 Employees shall be assigned to definite and regular workweeks, which shall not be changed without prior  
17 notice to the employees of one (1) calendar week, except in cases of emergency, or by mutual agreement.  
18  
19

20 **Section 6.1.1. Optional Summer 4/10 Work Schedule.**

21 Twelve (12) month employees may request in writing a four/ten (4/10) hour workweek for the  
22 duration of the optional summer work schedule identified by the District. Denials of requests by  
23 the employee’s supervising administrator shall be in writing and may be appealed to the  
24 Superintendent or the Superintendent’s designee. The Superintendent’s (or designee’s) decision is  
25 final and may not be appealed.  
26

27 **Section 6.2. Shifts.**

28 Employees shall be assigned to definite and regular shifts with designated times of beginning and ending,  
29 which shall not be changed without prior notice to employees of one (1) calendar week, except in cases  
30 of emergency, or by mutual agreement. Each shift shall include adequate time to perform assigned duties.  
31 Employees will maintain their assigned work hours.  
32

33 **Section 6.2.1. Flextime.**

34 Individual flex time agreements may be made between the supervising administrator and the  
35 employee. During any week with no student attendance days, the District shall make a good faith  
36 effort to accommodate written requests from employees to work a flexible hour shift, with the  
37 understanding that there will be no additional cost to the District and no negative impact on  
38 District efficiency. Employees who work beyond their regularly scheduled workday, but do not  
39 exceed forty (40) hours in the workweek, may request flex time with prior approval from their  
40 supervising administrator. Flex time is granted on an hour-for-hour basis and must be used within  
41 the same workweek it is earned. Flex time allows for adjustments to an employee’s start and end  
42 times, or a redistribution of hours across two (2) or more days within the same workweek. It is not  
43 considered compensatory time and may not be carried over into future workweeks.  
44

45 *For example, a thirty-five (35) hour work week employee who is regularly scheduled to work seven*  
46 *(7) hours a day may, using flex time, work eight (8) hours on a Thursday and six (6) hours the*  
47 *immediately following Friday. The employees’ regular total workweek hours remain unchanged at*  
48 *thirty-five (35).*



1 **Section 6.2.2. Breaks.**

2 Employees who work at least three and one-half (3½) hours per day will receive a fifteen (15)  
3 minute rest period. A second rest period of fifteen (15) minutes in duration will be provided to  
4 each employee who works seven and one-half (7½) or more hours per day. Sign language  
5 interpreters scheduled for six (6) or more hours shall be entitled to a second break.  
6

7 **Section 6.2.3. Lunch Periods.**

8 Employees who work five (5) or more hours shall have a thirty (30) minute uninterrupted lunch  
9 period. Employees required to work through their regular lunch periods will be given duty-free  
10 time to eat at a time agreed upon by the employees and supervising administrator to the extent  
11 allowed by law.  
12

13 **Section 6.2.4. Written Schedule.**

14 Employees shall receive a general written schedule of anticipated break and lunch periods; however,  
15 these may be adjusted due to the dynamic nature of the school environment, such as fire drills,  
16 assemblies, or altered bell schedules. Breaks may not be combined with lunch periods or taken at the  
17 beginning or end of the shift to shorten the workday.  
18

19 **Section 6.2.5. Duty-Free Rest Periods.**

20 Break and lunch periods are duty-free; employees shall not perform work duties during these times.  
21 If a supervising administrator directs an employee to work through a scheduled break or lunch due to  
22 operational needs, the time may be rescheduled within the same workday when feasible. If the break  
23 or lunch cannot be rescheduled, the time will be considered paid. Employees are responsible for  
24 taking their scheduled breaks and lunches, and repeatedly or intentionally skipping them without  
25 supervising administrator approval may result in disciplinary action.  
26

27 **Section 6.3. Closures.**

28 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the  
29 District will make reasonable effort through established procedures (i.e., phone tree, radio and/or TV,  
30 emergency conditions bulletins) to notify employees who must report to work. Employees required to  
31 report to work, and who comply, shall receive a minimum of two (2) hours pay in the event of such a  
32 closure. Employees not required to work shall not be entitled to any such compensation in the event of  
33 notification by the District of the closure prior to the start of the shift.  
34

35 **Section 6.3.1. Emergency Late Start Options.**

36 In the event of an emergency late start, promptly notify your supervising administrator if you cannot  
37 report to work safely or on time. With their approval, you may use personal leave, accrued comp  
38 time, or flex time.  
39

40 **Section 6.4. Staff Meeting Attendance.**

41 Employees required to attend staff meetings outside the employee's assigned workday shall be paid at  
42 their regular hourly rate. An employee must be in attendance for not less than one-half (½) hour in order  
43 to qualify for compensation.  
44

45 **Section 6.5. Summer Work.**

46 Additional summer work opportunities shall be posted and awarded by seniority for employees who  
47 typically work the school year (less than 12 month employees). Employees who have worked ten (10)  
48

1 consecutive days or more during the summer shall be eligible to use the leaves covered in Article VIII  
2 based upon normal school year standards.

3  
4 **Section 6.6. Overtime.**

5 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-  
6 half (1½) times the employees' base pay.

- 7  
8     ○ Holidays shall be treated as hours worked for the purposes of overtime.  
9     ○ When outside groups are billed at overtime rates for custodial services, employees shall be  
10       paid at the overtime rate.

11  
12 **Section 6.6.1. Call Backs.**

13 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th)  
14 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

15  
16 **Section 6.6.2. Emergency Event Overtime.**

17 An hourly wage payable at one and one-half (1½ times) the employee's regular rate will be paid  
18 when:

- 19     ○ The emergency event is of a nature that needs to be addressed immediately, action  
20       cannot wait until the next scheduled business day, and twenty-four (24) hour notice  
21       cannot be given to the employee.  
22     ○ Emergency events that cannot be planned for occur such as the destruction of District  
23       property, severe weather conditions, or a natural disaster and the employee is  
24       compelled to work by the supervising administrator.

25  
26 **Section 6.6.3. Sonitrol Callouts.**

27 Sonitrol call-outs are not subject to Section 6.6.2 for emergency events unless the call-out is deemed  
28 by the supervising administrator to be an emergency event requiring the employee to stay beyond  
29 two (2) hours. In this instance, the first two (2) hours of the Sonitrol call out would be compensated  
30 at the employee's regular rate of pay and subject to overtime provisions of Section 6.6. Additional  
31 time worked beyond the two (2) hours that the employee has been requested to provide services will  
32 be compensated at the emergency event rate of one and a half (1½ times) the employee's regular rate  
33 of pay.

34  
35 **Section 6.7. Work Priority List.**

36 Upon request, supervising administrators shall provide employees with written work priority lists.

37  
38 **Section 6.8. Compensatory Time Off.**

39 Unless specifically exempted, employees must receive overtime pay for hours worked in excess of forty  
40 (40) in a work week at a rate not less than one and one-half (1½) their regular rate of pay. In lieu of  
41 overtime compensation, an employee may receive compensatory time (comp time) off at a rate not less  
42 than one and one-half (1½) hours for each hour of employment for which overtime compensation is  
43 required. Compensatory time off is paid time off the job that is earned and accrued by an employee  
44 instead of immediate cash payment for working overtime hours.

45  
46 The accrual of compensatory time off as an alternative to cash payment for overtime may be requested by an  
47 employee and is subject to prior approval from the supervising administrator. Approval of compensatory  
48

1 time in lieu of overtime pay is at the discretion of the supervising administrator. The accrual of  
2 compensatory time shall be limited to a maximum of three (3) workdays at any given time. Once the  
3 maximum accrual limit is reached, no additional compensatory time may be earned until existing  
4 compensatory time is used. All compensatory time shall be used within the same fiscal year it is earned.

5  
6 If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid  
7 at the regular rate earned by the employee at the time the employee receives such payment. Compensatory  
8 time shall follow the federal guidelines of the "Fair Labor Standards Act".  
9

10 **Section 6.9. District Committee Participation.**

11 Employees who are requested to serve on District committees shall be compensated at their regular rate if  
12 any other members of the committee are being paid by the District. Paid by the District shall be construed to  
13 mean the provision of additional compensation for committee service.  
14

15  
16  
17 **ARTICLE VII**

18  
19 **HOLIDAYS AND VACATIONS**  
20

21 **Section 7.1. Holidays.**

22 The following paid holidays will be recognized to the extent they fall within each employee's work year:  
23

- |    |                           |                                       |
|----|---------------------------|---------------------------------------|
| 24 | 1. New Year's Day         | 8. Veterans' Day                      |
| 25 | 2. Martin Luther King Day | 9. Thanksgiving Day                   |
| 26 | 3. Presidents' Day        | 10. Day after Thanksgiving            |
| 27 | 4. Memorial Day           | 11. Business Day before Christmas Day |
| 28 | 5. Juneteenth*            | 12. Christmas Day                     |
| 29 | 6. Independence Day       | 13. Business Day after Christmas Day  |
| 30 | 7. Labor Day              | 14. New Year's Eve Day*               |

31  
32 \*Juneteenth (June 19) and New Year's Eve Day (December 31) shall be a recognized holiday for twelve  
33 (12) month employees. Juneteenth shall also be a recognized holiday for ten (10) month employees.  
34

35 Special workshops or in-service training days held in August shall not be considered active payroll for  
36 purposes of holiday eligibility. If a holiday falls on a Saturday, the employees will be given the preceding  
37 Friday as the holiday. If a holiday falls on a Sunday, the employees will be given the following Monday as  
38 the holiday.  
39

40 **Section 7.1.1. Holiday Eligibility.**

41 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the  
42 time the holiday occurs. Employees who are on the active payroll on the holiday and have worked  
43 on their last scheduled shift preceding the holiday and their first scheduled shift succeeding the  
44 holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An  
45 exception to this requirement will occur if employees can furnish proof satisfactory to the District  
46 that, because of illness, they were unable to work on either or both of such shifts, and the absence  
47 previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular  
48 workdays.

**Section 7.2. Vacation Service Credit – Twelve (12) Month Employees.**

A year of service for calculating vacation credit will be granted newly hired employees if their hire date is on or before March 1. For employees beginning employment after September 1, vacation days will be prorated. Such employees will still be eligible for prorated summer vacation, provided that, in the event said employee does not complete one (1) year with the District, the unearned vacation pay will be deducted from the final check. Employees shall earn vacation days according to the following schedule:

Years of Service	Paid Days of Vacation	Years of Service	Paid Days of Vacation
0-3	11	12	19
4	12	13	20
5-6	13	14	21
7	14	15	22
8	15	16	23
9	16	17	24
10	17	18-24	25
11	18	25 +	26

**Section 7.2.1. Custodian Vacation Usage.**

Custodians may be granted vacation during Winter and Spring Break if consistent with building needs as determined by the building administrator and Custodial supervising administrator . At least one (1) custodian shall be on duty in each school five (5) workdays prior to the first student day and five (5) workdays after the last student day of the regular school year.

**Section 7.2.2. Vacation Approval – Seniority Rights.**

Vacation requests must be submitted at least two (2) days in advance and are subject to approval by the supervising administrator. The employee with the earliest hire date within a general job classification and within the building where the employee is assigned, shall have absolute preferential rights regarding vacation periods, subject to Article X of this Agreement. Disputes over vacation schedule priorities shall be resolved by the SSD/PSE Labor Management Committee whose decision shall be final.

**Section 7.2.3. Vacation Accrual.**

Vacation days may be accumulated up to a maximum carry-over of thirty (30) days. Accrual above thirty (30) days must be taken in the year it is accrued.

**Section 7.2.4. Vacation - Annual Cash Out.**

Twelve (12) month employees in good standing are eligible to cash out a maximum of forty (40) hours of accrued vacation hours in excess of two hundred forty (240) hours maximum each year during the month of August. Payment for said cash out shall be at the employee’s regular hourly rate of pay and paid during the month of October.

**Section 7.2.5. Vacation Cash Out Upon Separation.**

Regular full-time employees who resign or retire from employment with the District shall be eligible for up to two hundred forty hours (240) of pay in lieu of vacation. Said employee shall receive the additional pay in one (1) payment. Employees who are terminated or who abandon their job will not be eligible for payment of accrued vacation.



1 **Section 7.3. Monetary Compensation in Lieu of Vacation Days - Less Than 12 Month Employees.**

2 Employees who work less than twelve (12) months per year shall receive vacation compensation in the  
3 form of additional pay, rather than paid vacation days. This compensation will be added to the  
4 employee’s base wages as a percentage, based on the number of completed years of service, according to  
5 the following schedule:

Years of Service	Additional % to Base Wages
0-5 Years	3.7%
6-7 Years	4.0%
8-9 Years	4.5%
10-11 Years	5.5%
12-13 Years	6.5%
14-16 Years	7.5%
17-19 Years	8.0%
20+ Years	10.0%

17  
18 **Section 7.3.1. Calculation of Service Credit – Less Than Twelve (12) Month Employees.**

19 A year of service for calculating vacation credit will be granted newly hired employees if their  
20 hire date is on or before February 14.

21  
22  
23  
24 **ARTICLE VIII**

25  
26 **LEAVES**

27  
28 **Section 8.1. Leaves of Absence with Pay and Benefits.**

29  
30 **Section 8.1.1. Sick Leave.**

31 Employees assigned one hundred eighty (180) or more workdays shall receive a maximum of twelve  
32 (12) days of frontloaded sick leave annually, based on their regular daily hours. Unused sick leave  
33 accumulates year to year, as allowed by state law. The employee is authorized to use sick leave for  
34 the following reasons:

- 35 1. A mental or physical illness, injury, or health condition; to accommodate the  
36 employee’s need for medical diagnosis, care or treatment of a mental or physical  
37 illness, injury or health condition; or an employee’s need for preventive care.
- 38 2. Personal emergencies that require the employee’s attention and are of such a nature  
39 that prior planning is not possible; and
- 40 3. To allow the employee to provide care for a family member with a mental or physical  
41 illness, injury, or health condition; care of a family member who needs medical  
42 diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;  
43 or care for a family member who needs preventive medical care.

44  
45 For purposes of this section, "family member" means any of the following:

- 46 a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom  
47 the employee stands in loco parentis, is a legal guardian, or is a de facto parent,  
48 regardless of age or dependency status.



- b) 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.
- g) A sibling.

**Section 8.1.1.1. Absence Verification.**

The District may require a signed statement from a licensed medical practitioner to verify the need for treatment, care or supervision for any absence which exceeds five (5) days. The parties agree and understand that the supervising administrator may in the event he/she sees a pattern of regular, excessive or unusual absences, discuss such absences with an employee. After such discussion, the District may require a health care provider's certificate for future use of sick leave. Any employee may be represented by a designated official of the Association in all such meetings.

**Section 8.1.1.2. Sick Leave Proration.**

Sick leave will be prorated for employees hired after the start of the school year or who leave employment before completing their scheduled work year. If an employee uses more sick leave than they ultimately earn due to early separation or schedule changes, the value of the unearned leave, both in hours and pay will be recouped.

**Section 8.1.1.3. Notification of Illness or Injury.**

Employees shall promptly give notice of illness or injury by telephone or message to their immediate supervising administrator or other District-designated authority. Employees will make every attempt to notify the District no later than one (1) hour before their starting time of work.

**Section 8.1.1.4. Medical Leave.**

Employees who are medically unable to perform the essential functions of their position may request a medical leave of absence. Approved medical leave will first be deducted from the employee's available sick leave balance. Employees may use medical leave for periods of incapacity due to illness (mental or physical), injury, surgery, pregnancy, childbirth, miscarriage or abortion. Leave may only be granted for a period of actual medical incapacity.

**Section 8.1.1.5. Coordination of Worker's Compensation and Sick Leave.**

If an employee is absent for reasons which are covered by worker's compensation. The employee shall complete the District form indicating the option of their choice regarding pay. If the employee chooses to receive compensation from the District, a deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

1 **Section 8.1.1.6. Employee Medical Leave Notification.**

2 Employees shall notify the District designated leave administrator in writing as to the  
3 nature of the expected medical incapacity, the anticipated start date and the expected  
4 duration, as verified by a qualified physician. In cases in which prior notification is  
5 not possible due to an unforeseen medical condition, employees shall notify the  
6 District designated leave administrator within five (5) workdays of the onset of the  
7 medical incapacity, including the expected duration, as verified by a qualified  
8 physician. The District reserves the right to require a physician’s certification to  
9 substantiate any medically related absence.  
10

11 **Section 8.1.1.7. Expiration of Medical Leave.**

12 Expiration of the medical leave shall be when the employees’ attending physician  
13 confirms the ability of the employee to resume work with appropriate duties. If  
14 employees return to duties less than full duties of the position, their status shall be  
15 reviewed after sixty (60) days. The District shall have no obligation to create a new  
16 position for employees who cannot return to full duties of their assigned position. The  
17 District may, at its discretion, have employees examined by a physician of the  
18 District’s choice at any time and at the District’s expense. Paid medical leave shall not  
19 exceed one (1) calendar year.  
20

21 **Section 8.1.1.8. Excess Sick Leave Usage.**

22 Sick leave absences shall be deducted from the employee's sick leave balance. If the  
23 employee has exhausted their sick leave, then the absence shall be deducted from  
24 their personal leave. If no personal leave is available, vacation leave will be used. If  
25 the employee has exhausted all available leave, then the absence shall be unpaid  
26 leave and will result in a wage deduction. (the District is to follow FMLA guidance  
27 on leave usage).  
28

29 **Section 8.1.1.9. Attendance Incentive Program - Sick Leave Buyback.**

30 The parties have negotiated per Chapter 275, 1983 Regular Legislative Session, and  
31 hereby agree that the District will implement the employee Attendance Incentive  
32 Program, as per the current effective statute at the time of application by employees.  
33 In January of the year following any year in which a minimum of sixty (60) days of  
34 leave for illness or injury is accrued, and each January thereafter, eligible employees  
35 may exercise an option to receive remuneration for unused leave for illness or injury  
36 accumulated in the previous year, at a rate equal to one (1) day’s monetary  
37 compensation to the employees for each four (4) full days of accrued leave for illness  
38 or injury in excess of sixty (60) days.  
39

40 Leave for illness or injury, for which compensation has been received, shall be  
41 deducted from accrued leave for illness or injury, at the rate of four (4) days for  
42 every one (1) day’s monetary compensation. At the time of separation from District  
43 employment due to retirement or death, eligible employees or employees’ estates  
44 shall receive remuneration at a rate equal to one (1) day’s current monetary  
45 compensation for each four (4) full days accrued leave for illness or injury.  
46  
47  
48

1 **Section 8.1.2. Bereavement Leave.**

2 Up to five (5) days for leave with pay shall be granted in the event of each death in the immediate  
3 family and/or member of the household. For this purpose, the immediate family is defined to  
4 include spouse, domestic partner, child, step-child, foster child, parent, step-parent, sibling,  
5 grandparent, or grandchild.  
6

- 7 1. Up to three (3) days for leave with pay shall be granted for mother-in-law, father-in-  
8 law, son-in-law, daughter-in-law, or for a relative residing in the employee’s  
9 household.  
10 2. Up to two (2) days for leave with pay shall be granted for brother-in-law, sister-in-law,  
11 great grandchild, aunt, uncle, nephew, niece, or first cousin.  
12 3. One (1) day shall be granted in the event of the death of a close friend.  
13

14 **Section 8.1.3. Personal Leave.**

15 Employees may be granted three (3) days leave for personal matters which require that the employee  
16 be absent during the regular workday. The days may be granted without requiring employees to state  
17 any reasons for the leave beyond the term personal. No more than five percent (5%) of a  
18 school/department may utilize personal leave on the same day. Personal leave is not permitted on the  
19 first day of school. Employees shall notify and/or receive approval for the leave by 3:00 p.m. two (2)  
20 workdays prior to the leave. Personal Leave shall be granted provided a qualified substitute is  
21 available if one is necessary. Personal leave shall not be deducted from sick leave. Employees who  
22 do not exhaust their personal leave allotment shall have the following options:  
23

- 24 1. Up to two (2) unused days may be carried over into the next school year for a maximum  
25 total accumulation five (5) personal days. The total allowable carry over will be based on  
26 the employee's daily hours from the school year that just concluded.  
27 2. To be cashed out at the employee’s regular rate; a specific amount of hours, designated  
28 by the employee or their total remaining balance of hours.  
29

30 An employee with any remaining personal leave hours may elect a combination of option #1 and  
31 #2 above, (i.e. An employee with a remaining balance of eight (8) hours may elect four (4) hours  
32 to be cashed out and four (4) to be carried over.)  
33

34 Using a District Payroll Form, employees shall notify the District of their intent to cash out or  
35 carry over unused personal leave days. If an employee has not provided the District with said  
36 form by the close of the current school year, the District will automatically assume that any  
37 unused personal leave days are up to a maximum of two (2) days are to be carried over into the  
38 next school year and any personal leave in excess of two (2) days will automatically be cashed  
39 out. Personal leave cash outs shall be paid annually in September.  
40

41 So long as state retirement regulations view the cash out of unused personal leave days by plan 1  
42 employees as excess compensation, if an employee cashes out personal leave days in the final two  
43 (2) years of employment prior to retirement, such amount of “cash out” will be deducted from the  
44 employee’s pay. Any employee who terminates employment shall receive payment for earned  
45 unused personal time prorated to their separation date.  
46  
47  
48

1 **Section 8.1.3.1. District / Association Early Release Benefit.**

2 Employees whose regular assignment is more than three and a quarter (3¼) hours per day  
3 shall be entitled to the equivalent of one (1) day of paid leave. Said time will be used on  
4 the student early release day before Thanksgiving and last student early release day prior  
5 to Winter Break. If either designated early release day falls on a non-workday, the paid  
6 leave shall not apply. It is the expectation that the employees arrive at their building at  
7 their designated start time and cease their workday when the student day has ended,  
8 utilizing the District/Association Early Release Benefit. Employees may augment their  
9 release benefit by utilizing vacation or personal leave; however, personal leave use must  
10 adhere to the absence cap of Section 8.1.3. Employees utilizing sick leave on designated  
11 early release days will forfeit this benefit unless they are on an approved medical leave of  
12 absence. Positions that do not align with the student calendar and/or schedule (i.e. RSC  
13 staff, Technology staff, Maintenance and Grounds staff, and Custodial staff) shall have the  
14 option to utilize this benefit the day before Thanksgiving and/or the last workday before  
15 Christmas Eve, whichever is agreed to by the employee's supervising administrator.  
16

17 In the event this benefit is not utilized, it will not be carried forward or cashed out. Drivers  
18 will receive up to the equivalent of one (1) additional day of pay on their February  
19 paycheck, since their job duties prevent them from accessing the early release benefit.  
20

21 **Section 8.1.4. Family Medical Leave Act.**

22 In compliance with the Family Medical Leave Act of 1993, for employees who have completed at  
23 least twelve (12) months of service with the District, and have worked for at least seven hundred  
24 twenty (720) hours during the twelve (12) months immediately preceding the leave (note: these  
25 eligibility rules may not be strictly applicable in the case of disability related to pregnancy or  
26 childbirth and specific eligibility is determined by the Payroll & Benefits Department), the  
27 District will provide up to twelve (12) weeks of leave with paid benefits for employees with  
28 qualifying events (i.e., birth of child and care of newborn, placement of child for adoption or foster  
29 care, care for employees' spouse, child, or parent, parent-in-law or grandparent with a serious health  
30 condition, and because of a serious health condition which makes employees unavailable to perform  
31 the functions of their job). Employees will be required to use accrued leave during this time.  
32 Accrued leave includes sick, vacation and personal leave. Employees taking Family Medical Leave  
33 for their personal health condition will be required to provide a physician's statement regarding  
34 availability for duty prior to returning to work.  
35

36 **Section 8.1.5. Parental Leave.**

37 An employee will be granted up to four (4) days noncumulative paid leave per year for a birth or  
38 adoption occurring during or adjacent to the employee work year. Parental leave under this  
39 section shall normally commence in a continuous block of workdays including the child's birth or  
40 adoption date and shall precede all other leaves in sequence of use by the employee.  
41

42 **Section 8.2. Other Leaves.**

43 **Section 8.2.1. Military Leave.**

44 Leave for military service and return from said leave shall be granted in accordance with state and  
45 federal law.  
46  
47  
48

1 **Section 8.2.2. Jury Duty and Subpoena Leave.**

2 Employees who are summoned to serve as jurors or are obligated to appear in court as parties or  
3 subpoenaed witnesses, shall notify their immediate supervising administrator immediately upon  
4 learning of the need for leave. Evening shift employees shall be released from work on the same  
5 basis as day shift employees. For jury duty, employees shall receive normal pay. Employees who  
6 must be absent for judicial proceedings as parties will be entitled to leave without pay. Employees  
7 who are subpoenaed as witnesses shall be granted leave with normal pay provided that leave shall  
8 be without pay if said employees are subpoenaed in cases brought or supported by the Association  
9 or as witnesses with a direct or indirect interest in the proceedings.

10  
11 **Section 8.3. Leaves of Absence Without Pay.**

12  
13 **Section 8.3.1. Child Care Leave.**

14 Employees may be granted up to one (1) year leave of absence without pay and benefits for the  
15 purpose of childcare following the birth or adoption of the employee's child. The length of the  
16 leave shall be requested by employees; beginning and ending dates should fall on quarter or  
17 semester breaks or coincide with natural breaks in the school year.

18  
19 **Section 8.3.2. Extended Medical Leave.**

20 Employees who exhaust accumulated sick leave may apply for shared leave when they suffer  
21 from an illness, injury, impairment or physical or mental condition which is of an extraordinary or  
22 severe nature. If the employee exhausts both sick leave and any shared leave, an extended medical  
23 leave without pay and benefits shall be granted for the duration of the medical incapacity, or  
24 through the remainder of the current school year ending August 31, following the exhaustion of  
25 sick and shared leave, whichever occurs sooner. The District shall have the discretion to grant  
26 additional extended medical leave based on employee's prognosis of recovery.

27  
28 **Section 8.3.3. Educator Preparation Leave.**

29 Employees with at least three (3) years of service in the District may be granted an unpaid leave of  
30 absence for up to sixty (60) workdays to complete student teaching or practicum hours leading  
31 toward a Washington State Teacher or Educational Staff Associate (ESA) certification.

32  
33 **Section 8.3.4. Consequences for Unauthorized Unpaid Leave.**

34 Employees who enter unpaid status without prior approval may face progressive discipline, up to and  
35 including termination for repeated violations.

36  
37 **Section 8.3.5. Leaves at District Discretion.**

38 Other leaves of absence not covered may be granted upon the recommendation of the Superintendent  
39 and at the discretion of the Snohomish School Board of Directors.

40  
41 **Section 8.3.6. Return from Leave.**

42 Employees returning from leave covered under Section 8.3. will be offered a position within the  
43 returning employee's job classification comparable (in terms of work assignment, pay and hours)  
44 to that occupied before the leave of absence, if available. If the employee fails to accept such a  
45 comparable position, all rights of employment with the District will be forfeited. Employees will  
46 retain unused sick leave, vested vacation rights, and seniority rights while on leave. However,  
47 additional vacation credit, sick leave, seniority and salary experience credit shall not accrue while  
48

1 the employees are on leave, except as otherwise required by law or specifically stated to the  
2 contrary herein.

3  
4 **Section 8.4. Leave Sharing.**

5 The District shall implement a leave sharing program consistent with rules and regulations of the State of  
6 Washington.

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10 **ARTICLE IX**

11  
12 **INSURANCE**

13  
14 **Section 9.1. Health Insurance-SEBB (School Employee Benefits Board).**

15 Beginning January 1, 2020, and each new school year thereafter, the parties agree to abide by the provisions  
16 mandated by state law and the School Employee Benefits Board (SEBB) regarding employee benefits. The  
17 employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all  
18 bargaining unit members and their dependents as required by state law and the School Employees Benefit  
19 Board.

20  
21 **Section 9.2. Employee Liability Coverage.**

22 The District shall provide tort liability coverage for all employees covered under this Agreement for acts or  
23 omissions arising out of the performance of their assigned duties, consistent with District policy and state  
24 law.

25  
26 **Section 9.3. TSA Plan.**

27 Employees shall be entitled to participate in a Tax Shelter Annuity (TSA) plan provided that such plan  
28 must be approved by the District and at least five (5) employees.

29  
30 **Section 9.4. VEBA.**

31 Participation in the VEBA trust that funds the Health Reimbursement Arrangement (HRA) Plan shall be  
32 voted on annually by the Association. Provided there is no additional cost to the District, the District shall  
33 contribute to the VEBA HRA Plan on behalf of all eligible employees, as defined in the Plan documents and  
34 consistent with IRS regulations. Contributions may include cash-outs of sick leave, vacation leave and  
35 personal leave, subject to the Plan's terms and applicable IRS guidelines. Only twelve (12) month  
36 employees shall be eligible to vote on the inclusion of vacation leave contributions. Individual elections to  
37 opt-out or modify contributions are not permitted.

38  
39 **Section 9.5. SEBB Benefit Eligibility.**

40 An employee is eligible for SEBB benefits if they are anticipated to work at least six hundred thirty (630)  
41 hours during the school year (September 1-August 31). Hours counted toward eligibility include all paid  
42 time, such as holidays, sick leave, person leave, and vacation leave.

43  
44 **Section 9.6. Washington State Paid Family Medical Leave (PFML).**

45 The District agrees to pay the employer portion of the PFML premiums and a maximum of fifty percent  
46 (50%) of the employee portion of the monthly payroll premiums for PFML.

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## ARTICLE X

### HIRING, PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### **Section 10.1. Hiring Process.**

The District shall post within the bargaining unit for five (5) workdays the availability of open positions, as soon as possible after the District is apprised of the opening. During the timeframe of May 1 through September 30, posting requirements will move to at least two (2) consecutive business days. When an employee resigns, retires, or is terminated, the employee's position will not be considered open until the Board has approved said resignation, retirement or termination of employment. The District will make reasonable efforts to fill posted positions within (30) days of the original posting.

#### **Section 10.2. Hiring Exemptions.**

Employees with job evaluations marked "proficient" or "exemplary" in all categories for the prior two (2) years and who are applying for a transfer to an identical position at a different building at the same level shall not be subject to District testing. Paraeducators who are applicants for a new or open paraeducator position and who meet the Washington State requirement under Every Student Succeeds Act (ESSA) will not be subject to District-required testing, unless the new or open position requires special skills or abilities (i.e.: foreign language, "signing", use of assistive technology, etc.).

#### **Section 10.3. Probationary Period - New Hires.**

New hires shall serve a probationary period of not more than one hundred twenty (120) actual days of work. During this probationary status the District may discharge such employees at its discretion. Upon completion of probationary status, employees will be subject to all rights and duties contained in this Agreement.

#### **Section 10.4. Probationary Period - Promotion of Current Employees.**

Employees promoted to a higher-level position or hired into a new general job classification serve a probationary period of not more than sixty (60) days of actual work in the new assignment. If the District exercises the probation option, the employee shall be placed in an existing, equivalent position or moved back to the previously held position. Such placement shall be done in consultation with the Association. This probationary process shall be grievable to the extent that the District decision is arbitrary and capricious.

#### **Section 10.5. Transfer Eligibility.**

Employees on probation or who received an overall score of "emerging" in any evaluation criterion or a score of "unsatisfactory" on four (4) or more evaluation elements on their annual evaluation or who are on a Plan of Improvement are ineligible for transfer. The District may waive this provision with notification to the Association.

##### **Section 10.5.1. Transfer Eligibility for Office Personnel.**

To be eligible for an interview under the general classification of office personnel, the following must be met:

1. "Proficient" or "exemplary" in every evaluation category
2. Test scores must be eighty percent (80%) or better
3. Two (2) Association members must be part of the interview team

1 Decisions will be made based on fifty percent (50%) interview scores, twenty-five percent (25%)  
2 applicable experience, and twenty-five percent (25%) confidential references.

3  
4 **Section 10.6. Seniority.**

5 The seniority of employees within the bargaining unit shall be established as of the date on which  
6 employees accept continuous daily employment in the bargaining unit (hereinafter hire date) unless such  
7 seniority shall be lost or adjusted as provided in this article.

- 8  
9 1. The seniority list dated January 1 of the current school year shall be final and binding once  
10 reviewed by employees and published once annually.
- 11 2. Adjusted hire dates shall be used within each classification. The job classification hire date  
12 shall be determined on the date the employee began continuous daily employment in that  
13 classification, provided that said hire date shall only be adjusted in full month increments to  
14 reflect entire scheduled work month(s) in a nonaccrual status as defined in Section 10.8.  
15 Employees whose scheduled work year is less than twelve (12) months shall have this hire  
16 date adjusted twelve (12) months upon missing the equivalent of one (1) work year.
- 17 3. Ties in classification seniority shall be first broken by use of bargaining unit seniority and  
18 secondly by signed letter of acceptance date and time. Ties in date and time of letter of  
19 acceptance shall be broken by lot.
- 20

21 **Section 10.7. Transfer Limitation Period.**

22 New or existing employees who have accepted a position or transfer within the District are required to  
23 maintain employment in the new position for the balance of the fiscal year or a period of six (6) months  
24 of assigned work, whichever is greater, before being eligible to apply for a different position within the  
25 District unless the position is available in their current building location and within their general  
26 classification. Acceptance of and transfers to a new position shall be limited to one (1) award per fiscal  
27 year, September 1 to August 31.

28

29 **Section 10.8. Seniority Rights Within Job Classification.**

30 Seniority rights shall be effective within the general job classification. After the application of  
31 classification seniority, district wide seniority shall apply based upon original hire date. As used in this  
32 Agreement, general job classifications are those set forth in Article I, Section 1.2. The application of  
33 district wide seniority is limited to the opportunity for a job interview for employees applying for a  
34 position outside of the employee's current job classification. The application of seniority rights within the  
35 general classification of office personnel and facilities shall be limited to the opportunity for an interview.

36

37 **Section 10.9. Transfers for the Betterment of the District.**

38 Seniority shall prevail in bargaining unit transfers provided, however, that the District retains the right to  
39 transfer employees between buildings, when necessary, for the betterment of the District, if said transfers  
40 do not substantially affect the wages and number of hours of employees.

41

42 **Section 10.10. Preferential Seniority Rights.**

43 The employee with the earliest date of hire shall have preferential rights regarding open posted positions for  
44 which they have properly applied when qualifications, ability and performance are judged by the District to  
45 be substantially equal with junior applicants. The District may, at its discretion, deny the voluntary transfer  
46 of up to two (2) individual employees per school year (September 1 through August 31), regardless of  
47 seniority or internal transfer status. The District will notify the affected employee and the Association in  
48 writing when this provision is exercised.

1 **Section 10.11. Employee Bypass.**

2 If the District determines to bypass a senior applicant, the District shall provide written reasons for such  
3 bypass within seven (7) calendar days of the written request for said reasons from a senior bypassed  
4 applicant. Such request must be made within five (5) workdays of notification that a less senior applicant  
5 was selected. In no case shall the District be required to write more than one (1) bypass letter per  
6 posting, which shall be directed to the most senior, bypassed employee requesting a bypass letter.  
7

8 **Section 10.12. Loss of Seniority.**

9 The seniority of employees shall be lost for the following reasons:  
10

- 11 1. Resignation.
- 12 2. Discharge for justifiable cause; and/or
- 13 3. Retirement.

14 **Section 10.13. Seniority Accrual.**

15 Seniority rights shall not be lost and shall continue to accrue for the following reasons:  
16  
17

- 18 1. Time lost by reason of industrial accident, industrial illness, or judicial leave.
- 19 2. Time spent on paid sick leave or temporary disability leave.
- 20 3. Time on leave-of-absence granted for the purpose of serving in the Armed Forces of the  
21 United States; and
- 22 4. Time spent on other authorized leaves not exceeding one (1) calendar month.

23 **Section 10.14. Seniority Retention.**

24 Seniority rights shall not be lost but shall not further accrue for the following reasons:  
25  
26

- 27 1. Time spent in layoff status as hereinafter provided.
- 28 2. Time spent on authorized leaves exceeding one (1) calendar month, except as provided in  
29 Section 10.13.
- 30 3. As provided in Section 10.15; and
- 31 4. Change in job classification within the bargaining unit. Employees who change job  
32 classifications within the bargaining unit shall retain their hire date in the previous  
33 classification, even though they have acquired a new hire date and a new classification.

34 **Section 10.15. Seniority Outside of Bargaining Unit.**

35 Employees who assume positions with the Snohomish School District outside the bargaining unit (exempt  
36 or teacher) shall retain their bargaining unit seniority for a period of one (1) calendar year. Such limitation  
37 shall not apply when a position is returned to bargaining unit status through negotiations or a decision of the  
38 Public Employment Relations Commission.  
39

40 **Section 10.16. Displacement.**

41 “Displacement” shall mean a change in an employee’s assignment due to the elimination of their position at  
42 a specific worksite, resulting from program changes, enrollment shifts, restructuring, or other administrative  
43 decisions beyond the employee’s control. Unlike a layoff, displacement occurs when a substantially equal  
44 vacancy exists elsewhere in the District for which the employee is qualified.  
45  
46

- 47 1. In the event of displacement, employees will be identified for retention by seniority within job  
48 title categories, within general job classifications as reflected in the Wage Schedule  
49 (Appendix A).



2. The employee with the earliest hire date/greatest seniority shall have preferential rights to retain a position at the worksite, subject to conditions of Section 10.10.
3. All bumping to avoid displacement shall be on a lateral or downward level when the senior employee is qualified to perform the duties of the position. The District shall have the authority to direct such a bump between positions that are similar in wages, hours, and working conditions during a displacement situation.
4. Displaced employees may use their seniority to apply for new and open posted positions in their classification(s) in compliance with the transfer process.
5. Displaced employees who accept transfer to another worksite may return to their previous location if a substantially equal vacancy occurs there prior to the first day of school or within thirty (30) workdays of the displacement notice.
6. Employees shall be considered to have resigned and shall forfeit rights to employment if they: (a) fail to apply for open posted positions by August 31 or before their next scheduled workday, or (b) decline an offer of a substantially equal position to the one held prior to displacement.
7. If all available positions are filled, and a displaced employee has not been reassigned by September 1 or before incurring a loss in pay, the employee shall be issued a layoff notice and placed on the reemployment list in accordance with Section 10.16.

**Section 10.17. Layoff.**

“Layoff” shall mean the separation from District employment due to a reduction in force, lack of work, or lack of funds.

1. In the event of layoff, employees will be identified for retention by seniority within job title categories, within general job classifications as reflected in the Wage Schedule (Appendix A).
2. The employee with the earliest hire date/greatest seniority shall have preferential rights regarding layoff, subject to conditions of Section 10.10.
3. All bumping to avoid layoff shall be on a lateral or downward level when the senior employee is qualified to perform the duties of the position. The District shall have the authority to direct such a bump between positions that are similar in wages, hours, and working conditions during a layoff situation.

**Section 10.18. Reemployment Procedures After Layoff.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees may use their seniority to apply for new and open posted positions in in their classification(s) in compliance with the transfer process reflected in Section 10.9. Names shall remain on the reemployment list for eighteen (18) months.

1. Employees on layoff status must provide a current mailing address and contact email to the Human Resource Department in writing and must promptly notify the District of any changes in contact information.
2. Employees shall forfeit rights to reemployment as provided in this section, if they fail to use their seniority to apply for new and open posted positions in their classification(s) or if they do not respond to the offer of reemployment within ten (10) workdays.
3. Employees on layoff status who reject offers of reemployment forfeit seniority and all other accrued benefits; provided that, such employees are offered positions substantially equal to that held prior to layoff.



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**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1. Progressive Discipline.**

The District is committed to addressing employee conduct concerns in a manner that is fair and consistent. When appropriate, the supervising administrator or designee may utilize a progressive discipline process for a justifiable cause to address issues of employee behavior or performance. However, the District retains the right to bypass one (1) or more steps of progressive discipline in cases of serious misconduct, policy violations, or when circumstances warrant more significant corrective action. The steps of progressive discipline, which may be applied based on the nature, severity, and frequency of the behavior, include but are not limited to:

- a) Written Warning
- b) Written Reprimand
- c) Suspension without pay
- d) Termination of employment

Verbal warnings or non-disciplinary communications, such as Letters of Direction or Concern, may be issued by the District in response to performance or conduct concerns that do not rise to the level of formal discipline. These communications are intended to clarify expectations, provide guidance, and support improvement. While non-disciplinary in nature, repeated or unresolved concerns may lead to formal progressive discipline. Copies of any such letter will be provided to the Association.

An employee may request a meeting with the Executive Director of Human Resources or designee to discuss the potential removal of a disciplinary letter from their personnel file, provided that at least three (3) years have passed since the date of issuance, and no similar concerns have occurred. Disciplinary letters involving boundary violations, abuse, or other serious misconduct impacting student or staff safety are not eligible for removal. The decision to remove any disciplinary documentation rests solely with the District and shall not be subject to grievance or appeal.

**Section 11.2. Complaints Against Employees.**

When not resolved through informal discussion, a complaint filed by a parent, student, or other individual concerning an employee shall be addressed in accordance with Board Policy and Procedure No. 4220.

**ARTICLE XII**

**GRIEVANCE PROCEDURE**

**Section 12.1. Complaints or Grievances.**

Complaints or grievances arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article. “Days” hereinafter shall mean District business days. At any point during the grievance procedure, the aggrieved may file a written notice to the Superintendent terminating the grievance.



1 **Section 12.2. First Step.**

2 Employees shall first discuss the complaints with their immediate supervising administrator. Any  
3 complaint not brought to the immediate supervising administrator, in accordance with the preceding  
4 sentence, within twenty (20) days of the occurrence of the incidences that gave rise to the complaint,  
5 shall be invalid and subject to no further processing.

6  
7 **Section 12.3. Second Step.**

8 If the complaint is not resolved to the employees' satisfaction in accordance with the preceding subsection,  
9 employees have ten (10) days after talking to the supervising administrator to move the complaints forward  
10 as grievances, by putting the complaint in writing and submitting it to the supervising administrator. A  
11 statement of the grievance shall be signed by the grievant and dated and contain the following:

- 12
- 13 1. The facts on which the grievance is based
- 14 2. References to the provisions in this Agreement which have been allegedly violated and
- 15 3. The remedies sought

16  
17 To be valid, a grievance must be submitted on a form agreed upon by the parties. Employees shall submit  
18 the grievance to the appropriate supervising administrator with copies to the Executive Director of  
19 Human Resources and the Association. If employees wish, the employees may be accompanied by an  
20 Association representative at subsequent discussions or meetings. The parties will have ten (10)  
21 workdays from submission of the grievance to resolve the grievance. A written statement indicating the  
22 dispositions of the grievances shall be furnished to the aggrieved. If agreeable dispositions have been  
23 made, the aggrieved parties shall terminate the grievance in writing within ten (10) days.

24  
25 **Section 12.4. Third Step.**

26 If a settlement has not been reached within the ten (10) days referred to in the preceding subsection, and the  
27 Association believes the grievance to be valid, the grievance shall be submitted within fifteen (15) days to  
28 the District Superintendent or the Superintendent's designee. After such submission, the parties will have  
29 fifteen (15) workdays to resolve the grievance. A written statement indicating the disposition of the  
30 grievance shall be furnished to the aggrieved. If an agreeable disposition has been made, the aggrieved  
31 parties shall terminate the grievance in writing within ten (10) days.

32  
33 **Section 12.5. Arbitration.**

34 If a settlement has not been reached within the fifteen (15) days referred to in the preceding subsection, and  
35 the Association believes the grievance to be valid, then the grievant may, in writing, within ten (10)  
36 workdays thereafter, request that the matter be submitted to an arbiter for prompt hearing, as hereinafter  
37 provided.

- 38
- 39 1. Issues must involve the interpretation or meaning of specific provisions of this Agreement.
- 40 2. When timely requests have been made for arbitration, the parties shall attempt to select an  
41 impartial arbiter to hear and decide particular cases. If the parties are unable to agree to an arbiter  
42 within ten (10) workdays after the submission of the written requests for arbitration, the  
43 provision of Section 12.4 shall apply to the selection of arbiters.

44  
45 **Section 12.6. American Arbitration Association Request.**

46 In the event the arbiter is not agreed upon as provided in Section 12.5 (#2), the parties shall jointly request  
47 the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the  
48

1 general nature of the cases. When notification of the names of the seven (7) arbiters is received, the parties  
2 in turn shall have the right to strike a name from the panel until one (1) name remains. The remaining person  
3 shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

4  
5 **Section 12.7. Arbitration Proceeding.**

6 Arbitration proceedings shall be in accordance with the following:  
7

- 8 1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be  
9 empowered to request such data as the arbiter deems pertinent to the grievance and shall render a  
10 decision, in writing, to both parties within twenty (20) days (unless mutually extended) at the  
11 completion of the hearing.
- 12 2. The arbiter shall be authorized to rule and issue a decision, in writing, on the issue presented for  
13 arbitration, which decision shall be final and binding on both parties.
- 14 3. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to  
15 receive any information after the hearing, except when there is mutual agreement in the presence  
16 of both parties.
- 17 4. Each party to the proceedings may call such witnesses as may be necessary in order in which  
18 their testimony is to be heard. Such testimony shall be limited to the matters set forth in the  
19 written statement of the grievance. The arguments of the parties may be supported by oral  
20 comment and rebuttal. Either or both parties may submit written briefs within a time period  
21 mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined  
22 to and directed at, the matters set forth in the grievance.
- 23 5. Each party shall pay any compensation and expenses relating to its own witnesses or  
24 representatives.
- 25 6. The District and the Association shall, by mutual consent, fix the amount of compensation to be  
26 paid for the services of the arbiter. The Association or the District, whichever is ruled against by  
27 the arbiter, shall pay the compensation of the arbiter, including necessary expenses.
- 28 7. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If  
29 the other party also requests a copy, that party will pay one-half (½) of the stenographic costs.  
30

31 **Section 12.8. Final Decision.**

32 All decisions arrived at under the provisions of this Article, by the representatives of the District and the  
33 Association or the arbiters shall be final and binding upon both parties; provided, however, in arriving at  
34 such decisions neither of the parties nor the arbiters shall have the authority to alter this Agreement in whole  
35 or in part. The arbiter shall be without power of authority to add to, subtract from, or alter any of the terms  
36 of this Agreement or award damages. Make whole remedies, including interest, shall not be considered  
37 damages. The arbiter shall be without power or authority to make any decision which requires the  
38 commission of an act prohibited by law. As provided by law, no unlawful reprisal of any kind will be taken  
39 by the District against any employee because of his or her participation in any grievance.  
40

41 **Section 12.9. Time Limits.**

42 Time limits provided in these procedures may be extended only by mutual agreement when signed by both  
43 parties. Failure on the part of the District at any step of these procedures to communicate the decisions on  
44 complaints or grievances, within specific time limits, shall permit the grievant to lodge appeals to the next  
45 step on these procedures. Complaints or grievances not advanced by the grievant from one step to the next  
46 step within the time limits of that step shall be subject to no further processing.  
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## ARTICLE XIII

### STAFF DEVELOPMENT

#### **Section 13.1. Compensated Training.**

Full-time employees attending District training courses during their workday, as a condition for continued employment, shall suffer no loss of pay for attending the courses. Less than full-time employees attending such courses as a condition of continuing employment on one of their non-workdays shall be compensated for each hour of attendance at their base hourly rate.

#### **Section 13.2. Non-Compensated Training.**

Employees who elect to meet training requirements for continued employment, imposed by the state and/or District policy at times other than the District-scheduled training courses, shall be permitted to use their staff development funds as identified in Section 13.4 to attend these substituted alternative courses or training, provided the courses or training are scheduled to take place on non-duty time and further provided that employees electing to attend such substitute courses or training will not be compensated for time spent in training our courses.

#### **Section 13.3. Advisory for Staff Development Topics.**

The Association may designate volunteer committees within work groups to propose topics and instructors for staff development days. The Executive Director of Human Resources will meet with said committees to review recommended topics and instructors. In all cases, the District retains the right of final approval for all staff development days.

#### **Section 13.4. Professional Development Expenses and Out-of-Pocket Medical Expenses.**

Each employee will receive one hundred dollars (\$100) in his/her June paycheck for professional development expenses and out-of-pocket medical expenses incurred over the current fiscal year. Said dollars will be awarded on a prorated basis during the initial year of hire. Year round employees who are hired on or after March 1 are eligible for half (½) of the yearly dollars. Less than year round employees hired on or after February 14 are eligible for half (½) of the yearly dollars. The parties acknowledge that all funds in Section 13.3 and 13.4 are contingent upon continuous levy passage.

#### **Section 13.5. Professional Development Fund.**

The District will establish a training fund of twenty-five thousand dollars (\$25,000) annually for Professional Development. Such training dollars shall be administered by a joint Labor Management Committee. The Committee shall develop guidelines for distribution of such dollars. The professional development fund is designed as a complement to and not designed to replace normal building or department training. Unused training funds at the end of a school year shall be "rolled over" into the following school year, not to exceed five thousand dollars (\$5,000). Under no circumstances will the training fund exceed thirty thousand dollars (\$30,000).

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**ARTICLE XIV**

**ASSOCIATION SECURITY**

**Section 14.1. Membership.**

The District and the Association understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both the Association and the District that the District representatives shall remain neutral on the issue of Association membership and respect all employee’s decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU Local 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU Local 1948 upon employment with the District. At the time of hire, the Association will inform the new hires of the terms and conditions of this Article.

**Section 14.2. Membership Rescission.**

Association members requesting to rescind membership and cancel dues deductions from the exclusive bargaining representative shall make such request in writing to the PSE/SEIU 1948 State Membership Department, following the constitution and bylaws, and any and all relevant conditions, policies and procedures of PSE/SEIU 1948. Providing such conditions have been met, the PSE/SEIU 1948 State Membership Department shall inform the District of the employee’s non-member status, in accordance with RCW 41.56.110, revocations will not be accepted by the District directly from an employee. After the District receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the District shall end the deduction no later than the second payroll after receipt of the confirmation. The District shall rely on timely, written information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

**Section 14.3. COPE - Political Action Committee.**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on a check separate from the Association dues transmittal check. The Association shall be responsible for drafting a mutually acceptable written authorization form and collecting and furnishing same to District for any interested employee. Section 14.5 of the Collective Bargaining Agreement shall apply to these deductions. The employee may revoke the request at any time. At least annually, the employee shall be notified by the Association about the right to revoke the request. The District shall not be obligated to make deductions of any kind under this Section 14 when the deduction would cause the employee’s pay to drop below the current federal or state minimum hourly wage requirement. Once any funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

**Section 14.4. Dues and Checkoff.**

The Association shall provide the District with a full and complete list of bargaining unit employees who are current members of the Association, and shall provide updates, additions, and/ or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization, in writing, or by E-signature in accordance with “E-SIGN”. The Association will provide a list of those members who have agreed to Association membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. The Association



1 will be the custodian of the records related to written and voice/E-signature authorizations. The Association  
2 agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping  
3 of those records. The District shall deduct Association dues from the pay of any employee who authorizes  
4 such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the  
5 Treasurer of Public School Employees of Washington/SEIU Local 1948 on a monthly basis.  
6

7 **Section 14.5. Hold Harmless.**

8 The Association agrees to defend, indemnify and hold the District harmless against any and all claims,  
9 suits, orders or judgments brought or issued against the District pursuant to proper implementation of this  
10 article, entitled Association Security.  
11

12  
13  
14 **ARTICLE XV**

15  
16 **TRANSPORTATION**  
17

18 .  
19 **Section 15.1. Regularly Scheduled Runs.**

20 All transportation runs in support of the K-12 program shall be defined as regular scheduled runs,  
21 hereinafter designated as “runs”.  
22

23 **Section 15.2. Charter Reports.**

24 At the customary labor management meetings(s), the District will notify the Association of bus charters  
25 and the reason(s) for said charters.  
26

27 **Section 15.3. Driver Workday.**

28 The workday for bus drivers shall be established in the District Transportation Department in relation to  
29 runs and driving time requisite to fulfilling tasks that are assigned by the District. Driving time shall  
30 commence with departure from the transportation gate and shall conclude upon arrival through the gate. Bus  
31 drivers shall be given two (2) hours minimum pay per run.  
32

33 **Section 15.3.1 Non-Driving Duties.**

34 In addition to the two (2) hour minimum pay per run (Section 9.3), drivers who drive four (4)  
35 hours or more per day will be paid for one (1) half hour per day for non-drive time (i.e.: two and  
36 one-half (2½) hours per normal five (5) day workweek) for the express purpose of maintaining  
37 cleanliness on the driver’s assigned bus(es). Cleanliness includes but is not limited to sweeping,  
38 mopping, removal of gum, wiping down walls, ceilings, and seats, washing windows, washing the  
39 bus exterior, vacuuming the interior of the bus and reporting torn or damaged seats. Non-driving  
40 duties additionally include bus fueling and student management issues (i.e.: disciplinary  
41 paperwork, phone calls in accordance with District requirements, student lists and meeting with  
42 District administrators).  
43

44 **Section 15.3.2. Driving Assignments of Three and One-Half (3½) Hours or Less.**

45 Drivers who are paid the two (2) hour minimum pay per run (Section 9.3.) and whose daily  
46 driving assignment is three and one-half (3½) hours per day, are required to perform all eligible  
47 for the additional pay for non-driving duties.  
48

1 **Section 15.4. Pre-Trip / Post-Trip.**

2 Drivers' required to pre-trip/post-trip more than one (1) vehicle per day will be compensated fifteen (15)  
3 minutes for each additional, required pre-trip/post-trip. Drivers shall be expected to fuel, clean, and safety  
4 check during this time.

5  
6 **Section 15.5. Physical Examinations.**

7 The District will provide an amount annually for physical examinations for transportation classified  
8 employees equal to the amount established by the district approved health care provider for medical  
9 certification purposes. Each employee will be responsible for paying the physician of their choice and  
10 will be reimbursed by the District after submitting an invoice with a copy of the physician's statement.  
11

12 **Section 15.6. CDL Reimbursement.**

13 Upon completion of sixty (60) consecutive days of employment, the District will reimburse any driver for  
14 reasonable costs incurred in obtaining a Commercial Driving License. Said reimbursement will be in  
15 accordance with the District's reimbursement procedures.  
16

17 **Section 15.7. Annual Bidding.**

18 Bus drivers shall be requested to attend a meeting called by the Transportation supervising administrator  
19 no earlier than twenty (20) days or later than three (3) days prior to the beginning of the school year for  
20 the purpose of choosing runs for the upcoming year. The date for said meeting shall be established after  
21 the student calendar is determined and approved. All runs will be described, including approximate time  
22 and equipment which will be used.  
23

24 Bus drivers will be able to choose runs according to seniority. The transportation supervising administrator  
25 may recommend to the Executive Director of Business Services any exception(s) to seniority. Any  
26 decision(s) may be subject to grievance procedures. The transportation supervising administrator shall  
27 assign buses based upon the District's needs and in consideration of the employees' needs. To be awarded a  
28 bid, a driver on a leave of absence (paid or unpaid) in excess of five (5) workdays must provide proof  
29 acceptable to the District of the driver's ability to assume full responsibilities and requirements of the  
30 selected run from the beginning scheduled date of the run.  
31

32 **Section 15.7.1. Driver Assignment Review.**

33 After a driver's initial assignment based on the annual bid, a driver may request a review of  
34 his/her assignment to determine the actual driving time of the assignment, provided that said  
35 review will not occur before October 10, will not exceed ten (10) consecutive workdays, and shall  
36 be prospective from the date of the request for review.  
37

38 **Section 15.8. Driver Vacancy.**

39 If a vacancy occurs during the school year, the vacancy will be posted at Transportation for five (5) days.  
40 Drivers (regular employees, not substitutes) may sign up on the "open route" sheet. Within ten (10) days  
41 of closing the vacancy posting, the transportation supervising administrator shall hold a meeting for those  
42 drivers who signed up on the "open route" sheet. The purpose of the meeting is to fill the posted vacancy  
43 and any subsequent vacancies that occur due to filling the initial, posted vacancy. The initial vacancy  
44 and any subsequent vacancies resulting from filling the initial vacancy will be filled on the basis of  
45 seniority from the "open route" sheet. A driver who has signed up on the "open route" sheet but is unable  
46 to attend the meeting to fill the initial and subsequent vacancies may appoint a designee with the  
47 authority to exercise the driver's seniority right for the selection of a vacancy. To be awarded a vacancy,  
48

1 a driver on an authorized leave of absence (paid or unpaid) in excess of five (5) workdays must provide  
2 proof acceptable to the District of the driver's ability to fill a posted vacancy from the date on which a  
3 vacancy is scheduled to be filled.

4  
5 If the vacancy awarded a driver returning from an authorized paid leave of absence or Family Medical  
6 Leave Act (FMLA) is fewer hours than the driver's regularly scheduled assignment held at the time the  
7 leave of absence was granted, the driver will be assigned additional hours of work, as determined by the  
8 supervising administrator, to make up the difference between the hours worked prior to the leave and the  
9 hours bid on, and assigned to the returning driver. The benefit of additional hours of work will be  
10 discontinued when the driver bids and is awarded a different regular assignment or when the next annual  
11 bid occurs whichever event occurs earlier. Section 8.3.4. will apply to all employees returning to work  
12 from leaves covered under Section 8.3. Leaves of absence without pay. Should a position remain vacant  
13 after all regular drivers have been awarded open routes based on seniority, the remaining position will be  
14 posted on the District website for a minimum of five (5) days.

15  
16 **Section 15.9. Midday Runs.**

17 Midday runs are defined as those runs in addition to the morning and afternoon runs. Midday runs shall  
18 be given one (1) hour minimum pay per run and shall be paid in addition to the two (2) hours minimum  
19 pay per run as stated above, if any. Only classified persons meeting state requirements will be assigned  
20 to drive buses on regular scheduled daily runs.

21  
22 **Section 15.10. Midday and Extra Work Roster.**

23 There shall be no limit to the number of midday runs or daily available extra work that may be assigned to  
24 drivers, except where such assignment would cause drivers to exceed forty (40) hours per week. The  
25 supervising administrator shall make a midday drivers' roster, based on seniority. The supervising  
26 administrator or designee will post the sign-up roster, and post daily all available middays including pre and  
27 post trip times, or daily available extra work on the designated board. Bus drivers without conflicting  
28 midday runs shall sign up to be considered eligible for being midday replacement drivers or for daily extra  
29 work. After drivers have signed up for the midday routes or extra work available that day, the supervising  
30 administrator or designee, at the daily designated midday bid work meeting, shall assign those drivers on a  
31 seniority basis.

32  
33 **Section 15.11. Driver Overtime.**

34 Drivers assigned to more than forty (40) hours per week may, at the discretion of the supervising  
35 administrator, be paid overtime or be permitted to relinquish one (1) midday assignment per week. A  
36 relinquished assignment shall be posted for bid.

37  
38 **Section 15.12. Continuous Time.**

39 The employer has the right to compensate employees on the basis of continuous time between  
40 assignments to avoid payment of an additional minimum guarantee. If there is thirty (30) minutes or less  
41 between routes in which the actual time of the routes meets or exceeds the guaranteed minimum time, the  
42 employee shall be paid continuous time.

43  
44 **Section 15.13. Extra Trips.**

45 All District bus transportation activities which involve the transportation of student(s), other than regular  
46 daily scheduled runs, shall be defined as extra trips.

1. Extra trips will be awarded on a seniority rotation basis. Drivers will not be awarded an extra trip if the trip would cause the driver to exceed a forty (40) hour week.
2. Extra trips will be paid at the driver's hourly rate for all hours worked. During an overnight trip, employees will be paid a minimum of eight (8) hours per day. All trips which are non-contiguous to a regular route or another trip shall be considered a minimum two (2) hour call.
3. Extra-trips will be posted, including pre and post trip times on the bid board for twenty-four (24) hours, the exception to this is "late notice" trips.
4. "Late notice" trips will be posted on the designated board, including pre and post trip times for bidding. Drivers interested in late notice trips must sign-up by the "awarded date/time" written on the posted late notice trip. The exception to this is an extra-trip request coming to the supervising administrator or designee with less than a twelve (12) hour notice will be assigned by the supervising administrator.
5. A driver who bids on an extra-trip and then withdraws the bid and within the same semester bids on another extra-trip and withdraws that bid will be removed from the seniority rotation list for the remainder of the semester. A verifiable emergency shall not constitute a withdrawal as determined by the supervising administrator.
6. If an extra-trip is cancelled by the District after the driver has started the pre-trip or departed the Transportation gate, the driver bidding the trip will receive two (2) hours of pay.
7. If the time of a trip is revised during the trip, to less than fifty percent (50%) of the trip time awarded, the driver bidding for the trip will be paid for half (1/2) of the original trip time or two (2) hours as referenced in #6 above, whichever is greater. This would not apply if the adjustment is caused by inclement weather.

#### **Section 15.14. Van Usage.**

A van with a driver other than a District bus driver may be used if nine (9) or fewer students are to be transported to a District authorized event or activity. When there are more than nine (9) students to be transported, an additional van (or vans) may be used provided that the additional van(s) used to transport students will be driven by District bus drivers. The following trips are exempt from the requirements that additional van (or vans) will be driven by District bus drivers.

- Boys and Girls Basketball – State
- Wrestling – State
- Boys and Girls Tennis
- Cross Country – State
- Track – State
- Swimming – State
- Cross Country Practice
- Golf
- CTE Activities (e.g.: Robotics, Biotech)
- Girls Volleyball – State
- Debate/Speech

When no District bus drivers are available to transport students to a District authorized event or activity, the District at its option may elect to transport students by charter or by more than a single van with drivers other than District bus drivers so long as no more than eighteen (18) students are transported to any one (1) event. Lack of available District bus drivers will be verified with the transportation Association representative.

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## ARTICLE XVI

### PARAEDUCATORS

#### **Section 16.1. Duties Outside of Classification.**

If any employee believes that they are being requested to work outside of the defined role of a paraeducator, a conference with their supervising administrator may be requested. If the matter is not resolved, a conference involving Human Resources and the Association may be scheduled to address the concern.

#### **Section 16.2. Paraeducator Training and Certification Requirements.**

During the 2017 Legislative session, the Paraeducator Board was created and tasked to adopt paraeducator minimum employment requirements; establish general, subject matter and advanced paraeducator certificates; and make recommendations for a paraeducator career path. As a result, the certificate program was created. This professional development will help ensure paraeducators are provided the training they need to be an effective educational partner.

New employees are required to complete the Fundamental Course of Study (FCS), which currently requires twenty-eight (28) hours of training by September 1 of the following year or as specified by state regulations. Paraeducators are expected to complete this training during their work hours, on Fridays or during conference week as time allows. Individuals whose assignment does not permit them to complete this training during their work hours may, with authorization from their supervising administrator, complete the training outside of their workday, on site. When an employee is required to complete training outside of the workday, they will be paid at their current rate of pay, or the overtime rate, if applicable. Failure to comply with the state's training requirement may result in ineligibility to begin the subsequent year on the first day of school. Should the requirements change, we will follow state guidelines.

After completing the FCS, paraeducators must complete an additional seventy (70) clock hours of professional development to obtain the General Paraeducator Certificate. It is the responsibility of the paraeducator to complete these requirements in accordance with state regulations. Failure to meet state certification requirements may affect eligibility for continued employment.

#### **Section 16.3. Instructional Coordination.**

If a paraeducator believes they are not receiving adequate time on a consistent basis to prepare effectively, they are encouraged to first discuss the concern directly with the assigned teacher. If the concern remains unresolved, the paraeducator may then bring the matter to the attention of the supervising administrator for further support and resolution.

#### **Section 16.4. Inclusion in IEP Meetings.**

As an integral part of a student's educational support team, paraeducators assigned to work directly with a student on an IEP (Individual Education Plan) may be invited by the supervising administrator to attend IEP meetings. If attendance is requested outside of the employees' regular work hours, the employee will be compensated at their regular hourly rate for time spent attending the meeting.

#### **Section 16.5. Access to Student Information.**

An employee assigned to work directly with a student on an Individual Education Plan (IEP)/and or 504 may have access to the IEP/504 and/or accommodation upon request.

1 **Section 16.6. Toileting Duties.**

2 Paraeducators who perform diapering or toileting duties may request another staff member be present while  
3 performing such duties. While every effort will be made to accommodate such requests, the availability of  
4 additional staff cannot be guaranteed.

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7  
8 **ARTICLE XVII**

9  
10 **SAFETY**

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12 **Section 17.1. Safe Working Conditions.**

13 The District is committed to providing a safe and healthy work environment in compliance with applicable  
14 laws and regulations. Employees are expected to promptly report any condition they reasonably believe  
15 poses a safety or health hazard to their supervising administrator. The supervising administrator will review  
16 the concern and, as appropriate, take reasonable steps to address any verified hazards in a timely manner.

17  
18 **Section 17.2. Threats Toward Classified Staff.**

19 Any classified employee who believes they are being threatened, harassed, intimidated, bullied or subjected  
20 to abusive behavior by another employee, student, or a school parent/patron while the employee is on the job  
21 may submit a written complaint with their supervising administrator. The complaint should include a factual  
22 description of the incident(s) prompting the concern. The supervising administrator will review the  
23 complaint in a timely manner.

24  
25 **Section 17.3. Notification of Behavioral Concerns.**

26 When available, and consistent with Family Educational Rights and Privacy Act (FERPA) and other  
27 applicable privacy laws, employees who have an educational need to know, including bus drivers, will be  
28 notified in advance of any student(s) they support who exhibit behavioral patterns or incidents that could  
29 significantly impact the health or safety of staff, other students, or the student themselves.

30  
31 **Section 17.4. Incident and Injury Reporting.**

32 The District shall inform employees of the procedures for reporting work-related incidents and injuries.  
33 Upon request, the District will provide the Association with information about reported incidents involving  
34 classified employees.

35  
36 **Section 17.5. Personal Property.**

37 The District does not require employees to use personal property while performing work duties. When job  
38 responsibilities require overnight or off-site work the District will provide access to a District-issued cell  
39 phone or other necessary communication device, as appropriate. The District will neither encourage nor  
40 require any mobile application for any employee without first reviewing the applications policies regarding  
41 privacy, data collection, sharing and security.

42  
43 **Section 17.6. Injury & Property Loss.**

44  
45 **Section 17.6.1. Injury on the Job.**

46 When physically injured by a student in the course of their job duties, the District shall cover three  
47 (3) days of paid leave for absences between an injury at work and an approved L&I time-loss claim  
48 taking effect.



1 **Section 17.6.2. Personal Property Protection.**

2 The District will reimburse the employee for the replacement of major items of approved personal  
3 property damaged beyond repair, destroyed or stolen, during the course of their job duties, provided  
4 that such loss is not the result of the employee’s failure to take reasonable preventive measures.  
5

6 **Section 17.7. Communication Devices for Student Supervision.**

7 Employees assigned student supervision duties outside the classroom setting (cafeteria, playground, bus  
8 area, etc.) will have access to a working radio or communication device, as determined appropriate by the  
9 supervising administrator. Employees who believe a communication device is necessary to effectively carry  
10 out their assigned duties may seek support from their supervising administrator, who will consider the  
11 nature of the assignment and overall site needs.  
12  
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14

15 **ARTICLE XVIII**

16 **TRANSFER OF PREVIOUS EXPERIENCE**

17  
18 **Section 18.1. Schedule A Placement Based on Previous Experience.**

19 When an employee leaves one public school district within the state and commences employment with the  
20 Snohomish School District, the employee shall be granted wage schedule placement, vacation and sick leave  
21 benefits as required by law. New employees with job experience other than a Washington State public  
22 school district, which is comparable to the school position for which they are hired, shall be hired at the  
23 salary step equivalent to a minimum of one-half (1/2) the number of years computable as job experience as  
24 determined by the Employer, to a maximum placement of Step 5 on the wage schedule. After completion of  
25 the probationary period, employees may appeal their initial placement to the Executive Director of Human  
26 Resource Services, whose decision is final and binding.  
27  
28

29 **Section 18.2. Placement Based on Substitute Hours.**

30 Substitute employees who transition to a comparable regular position will receive advanced wage schedule  
31 placement if they have worked at least half (1/2) of the position’s annual hours within the current and  
32 previous school year (September 1- August 31). Only substitute hours worked in the District will count  
33 toward placement.  
34

35 **Section 18.3. Substitute Rate & Retired Employees.**

36 Bargaining unit substitute employees will be paid at the beginning rate for the job classification in which  
37 they are assigned. Retired employees of Snohomish School District who return to substitute employment  
38 in a classification in which they were employed, shall be placed on the schedule consistent with Section  
39 18.1. but shall receive no other benefits.  
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## ARTICLE XIX

### SALARIES AND EMPLOYEE COMPENSATION

**Section 19.1. Compensation and Pay Period Schedule.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Employees shall receive their annual wage payment in twelve (12) equal monthly installments on the last District work day of each month. Employees shall receive a full accounting and itemization of authorized deductions.

**Section 19.1.1. Participation in Direct Deposit.**

Employees are required to participate in the direct deposit program and must designate a participating financial institution for their pay deposits. In extenuating circumstances, as determined by the Human Resources Director, an employee may be issued a monthly pay warrant instead of direct deposit.

**Section 19.2. Rounding to the Nearest Quarter Hour.**

For purposes of calculating daily hours, time worked will be kept by hours and minutes, which will be rounded to the nearest one-quarter ( $\frac{1}{4}$ ) hour on a daily basis.

**Section 19.3. Controlled Substance Testing.**

Time spent in complying with controlled substance and alcohol testing at the direction of the District shall be treated as hours worked.

**Section 19.4. Wage Schedule.**

Hourly wages for employees subject to this Agreement, during the term of this Agreement, shall be based on the wage schedule contained herein, and shall take effect on September 1 of each year during the term of this Agreement provided that employees have been actively and continuously employed for at least one-half ( $\frac{1}{2}$ ) of the previous employment year. Incremental step increases, including any longevity step, for eligible employees shall be effective September 1, as applicable. Year-round employees hired on or before March 1 shall be eligible for a step increase. Employees who work less than year-round and are hired on or before February 14 shall be eligible for a step increase.

**Section 19.4.1. Wage Increases.**

The Schedule A will be adjusted as follows:

For the 2025-2026 school year Schedule A will increase by 1% + IPD

Para level A and Para level B: IPD = negotiated % for all employees + 1%

For the 2026-2027 school year Schedule A will increase by 1% + IPD

For the 2027-2028 school year Schedule A will increase by 1% + IPD

**Section 19.4.2. Four (4) Local School Districts (4LD).**

The Four Local School Districts (4LD) are defined as the Lake Stevens, Marysville, Monroe, and Mukilteo School Districts.

**Section 19.4.3. State Inflationary Rate.**

Each hourly wage rate on the schedule A wage table shall be increased by the percentage equal to the state legislatively authorized and funded wage percentage increase, if any, in the Washington State

1 Operating Budget or the agreed upon annual wage increase, whichever is greater, as written in  
2 Section 19.4.1 of the current Collective Bargaining Agreement.

3  
4 **Section 19.5. Position Transfers Placement.**

5 Employees who transfer to a position which has a higher rate of compensation shall be placed on the first  
6 step of the new schedule which reflects at least twenty cents (\$0.20) per hour wage increase. When  
7 transferring to a lower paid position, an employee shall be placed at the same experience level held in  
8 his/her former position.

9  
10 **Section 19.5.1. District Directed Position Transfer.**

11 If the reclassification is due to increased responsibilities at the time of the reclassification, the step  
12 placement will reflect Step 0 or a minimum of a fifty cent (\$0.50) per hour increase.

13  
14 **Section 19.5.2. Higher Classification Pay Differential.**

15 Employees requested to work a shift regularly filled by a higher classification employee shall  
16 receive compensation equal to the first step in the higher classification that results in an increase  
17 in pay.

18  
19 **Section 19.5.2.1. Pay Differential for Paraeducators Substituting for Behavior**  
20 **Technicians.**

21 Paraeducators requested to work a shift regularly filled by a Behavior Technician position  
22 (assigned to a contracted agency employee) shall receive a pay differential of a dollar (\$1.00)  
23 per hour above their base rate.

24  
25 **Section 19.6. Optional Extra Day.**

26 Employees shall have the option of submitting one (1) day worth of their regularly scheduled daily hours as  
27 one (1) additional day of compensation once each year during the term of this Agreement. This time shall be  
28 in addition to the employee's regularly scheduled hours and shall be for tasks or assignments mutually  
29 agreed upon between the employees and the employees' supervising administrator. Part-time employees  
30 have the option of working this extra day on a non-scheduled workday. Other options for working this  
31 additional one (1) day will be as mutually agreed upon between the employees and the immediate  
32 supervising administrator, as long as the additional hours do not exceed the eight (8) hour day or the forty  
33 (40) hour work week. Employees will submit the additional hours on a District timesheet. The parties  
34 acknowledge that all funds in this section are contingent upon continuous levy passage.

35  
36 **Section 19.7. Overnight Stays.**

37 Employees required to remain overnight on District business shall be reimbursed for reasonable room and  
38 board expenditures.

39  
40 **Section 19.8. Private Vehicle Travel.**

41 Any employee required to travel from one site to another in a private vehicle during working hours shall  
42 be reimbursed for such travel on a per-mile basis, at the rate established by the District in compliance  
43 with IRS amounts.

44  
45 **Section 19.9. Maintenance and Mechanic Tool Stipend.**

46 The District shall reimburse each mechanic and each employee filling a Maintenance V position up to one  
47 thousand dollars (\$1,000) per year and Maintenance III and IV positions up to two hundred fifty dollars

1 (\$250) to acquire, replace or repair tools. All purchases must have prior supervising administrator approval  
2 using Appendix C (Tool Request Form) which includes a written explanation of the necessity of the tool as  
3 it relates to the job duties. Tools purchased with these funds will become the property of the employee upon  
4 separation. These funds can also be used for the purchase of District approved protective work boots. The  
5 mechanics shall provide their own tools to perform job functions in addition to the tool allowance.  
6

### 7 **Section 19.9.1. Tool Theft.**

8 To be eligible for replacement of stolen tools, employees shall provide a complete tool inventory  
9 each updated as appropriate and approved by the employee's supervising administrator. Employees  
10 are responsible for securing tools in a District designated facility. Tools stolen will be replaced by  
11 the District upon verification by law enforcement of facility break-in and theft of tools.  
12

### 13 **Section 19.10. Personal Tools.**

14 Maintenance employees, who utilize their personally owned tools in the fulfillment of required duties, must  
15 submit an annually updated inventory of such tools for recommendations by the Maintenance Director to the  
16 Executive Director for approval. Personally owned tools may be added to the inventory at any time, subject  
17 to the recommendation of the Maintenance Director to the Executive Director for approval. The  
18 Maintenance Director will determine conditions under which such tools may be stored on school premises.  
19 Such properly inventoried and stored tools will be replaced by the District when broken or stolen as a result  
20 of approved District use.  
21

### 22 **Section 19.11. Coveralls/Uniforms.**

- 23 1. **Mechanics:** The District shall provide and launder coveralls and/or uniforms for mechanics.
- 24 2. **Maintenance:** Maintenance personnel are required to wear uniforms as specified by the District.  
25 Said uniforms will be provided through a District designated vendor. The initial purchase allowance  
26 of five hundred dollars (\$500) per employee shall be expended no later than August 31, of an  
27 employee's initial year of employment in maintenance, and shall not exceed four hundred dollars  
28 (\$400) per employee for each fiscal year thereafter. These funds can also be used for the purchase of  
29 District approved protective work boots, provided that the uniform has been first purchased.
- 30 3. **Custodians:** Custodial personnel are required to wear uniforms as specified by the District. Said  
31 uniforms will be provided through a District designated vendor. The initial purchase allowance of  
32 two hundred dollars (\$200) per employee shall be expended no later than August 31 of an  
33 employee's initial year of employment in the custodial department and shall not exceed one hundred  
34 fifty dollars (\$150) per employee for each fiscal year thereafter.  
35

### 36 **Section 19.12. Underpayment Corrections.**

37 In the event of an error of under or over payment, the District and the employee will work out a reasonable  
38 time for repayment, which will normally be within the work year in which the error occurred provided,  
39 however, if an employee has been underpaid by fifty dollars (\$50) or more, the employer will pay the  
40 employee the adjusted amount within ten (10) business days. A longer period for repayment will be  
41 considered when there is assurance the employee will continue employment with the District the following  
42 year.  
43

### 44 **Section 19.13. Post-Employment Education.**

45 The District and the Association shall support the involvement of employees in continuing education  
46 following hire. Employees will receive the following dollar incentives for District approved, job related  
47 training, on a clock hour or college credit basis (ten (10) clock hours equal one (1) credit):  
48

10-19 credits	\$250	Level 1
20-29 credits	\$290	Level 2
30-39 credits	\$360	Level 3
40-49 credit	\$430	Level 4
50-59 credits	\$500	Level 5
60-69 credits	\$550	Level 6
70-79 credits	\$590	Level 7
80-89 credits	\$660	Level 8
90-99 credits	\$730	Level 9
100+ credits	\$800	Level 10

These incentive amounts will remain intact on the employee’s wage until the next increment is reached. Employees enrolled in a program leading to a degree including, but not limited to, Edmonds Community College AA Program and Everett Community College Apprentice Program, or a post-secondary degree program in a District at an accredited institution, may apply up to twenty-five (25) credits from previously acquired education.

Credits earned for one hundred (100) level and above courses from an accredited college or university are applicable to the schedule above, provided clock hour credits shall be allowed if granted by agencies that have met State Board of Education approval standards and provided further that courses which are not sponsored by the District, the ESD, or a state-accredited college or university must be approved by the District. Ten (10) clock hours of instruction shall be deemed equivalent to one (1) credit.

Incentives shall be paid in December for credits or clock hours which have been reported to Human Resources by October 1, provided employees submit official college/university transcripts of documentation verifying completed clock hours.

**Section 19.13.1. Vector Training.**

Employees will receive four (4) clock hours for completion of mandatory Vector (formerly Safe School) Training. Completed mandatory training is reported annually, after the close of the school year, to Teaching and Learning Services for official transcript purposes.

**Section 19.14. Facilities Lead Positions.**

The District shall have the authority to designate lead positions both District wide and at the building level. District level lead positions will be under the classifications of Maintenance and Mechanics. Building level leads will be under the classification of High School Custodian. The lead position shall be supplemental to the employee’s regular bargaining unit position. A copy of said notice shall be sent to the Association President. Revocation of lead status shall not adversely affect the employee’s regular position. Appointment to a lead position shall be based solely upon how the candidate compares to the job qualifications listed within the job description. District level lead positions shall be paid six and a half percent (6.5%) above their base hourly rate for all hours worked. Building Level Leads shall be paid four and a half percent (4.5)% above their base hourly rate for all hours worked. The appointment can be withdrawn at any time with four (4) weeks’ notice without cause. The status and application of lead positions may be reviewed by the Labor Management Committee.

**Section 19.15. Mechanic Certification.**

Mechanics with Automotive Service Excellence (ASE) Certification in job-related categories shall be compensated at a rate differential of twenty-five cents (\$0.25) per hour for each certification with a total



1 of eight (8) certifications, or total compensation of two dollars (\$2.00) differential per hour with  
2 completion of all certifications in this category. Employees must maintain each certification through the  
3 ASE required successful retest every five (5) years to be eligible for each certification differential.  
4  
5

## 6 7 ARTICLE XX

### 8 9 TERM AND SEPARABILITY OF PROVISIONS

#### 10 11 **Section 20.1. Terms of Agreement.**

12 The term of this Agreement shall be September 1, 2025 to August 31, 2028.  
13

#### 14 15 **Section 20.2. Mutual Reopener.**

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

##### 18 19 **Section 20.2.1. Legislation Reopener.**

20 Either party may reopen this Agreement to bargain the impact of Washington State legislation  
21 effecting employee wages, hours and working conditions.

#### 22 23 **Section 20.3. Validity of Agreement.**

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

#### 26 27 **Section 20.4. Compliance with Law.**

28 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with  
29 state or federal statutes or regulations promulgated, pursuant thereto.

#### 30 31 **Section 20.5. Validity / Law Reopener.**

32 In the event either of the two (2) previous sections is determined to apply to any provision of this  
33 Agreement, such provision shall be renegotiated pursuant to Section 20.2.  
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

SNOHOMISH CHAPTER #1124

SNOHOMISH SCHOOL DISTRICT #201

BY: *Francesca Mesroak*  
Francesca Mesroak, Chapter President (PDT)

BY: *Kent Kultgen*  
Kent Kultgen, Superintendent (PDT)

DATE: 10/02/2025

DATE: 10/02/2025



**SNOHOMISH SCHOOL DISTRICT | PSE OF SNOHOMISH  
SCHEDULE A  
SEPTEMBER 1, 2025 – AUGUST 31, 2026**

							0.20	0.35	0.60	1.10
	0 yrs	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	Longevity 10+yrs	Longevity 15+yrs	Longevity 20+yrs	Longevity 25+yrs
<b>Office Personnel</b>										
Level A	\$27.51	\$27.97	\$28.38	\$28.84	\$29.57	\$30.33	\$30.53	\$30.68	\$30.93	\$31.43
Level B	\$29.24	\$29.64	\$30.09	\$30.49	\$31.36	\$32.11	\$32.31	\$32.46	\$32.71	\$33.21
Level C	\$30.88	\$31.31	\$31.78	\$32.18	\$33.15	\$33.90	\$34.10	\$34.25	\$34.50	\$35.00
Level D	\$31.86	\$32.29	\$32.76	\$33.20	\$34.11	\$34.95	\$35.15	\$35.30	\$35.55	\$36.05
Level E	\$34.76	\$35.22	\$35.68	\$36.23	\$37.10	\$38.10	\$38.30	\$38.45	\$38.70	\$39.20
Level F	\$38.10	\$38.61	\$39.08	\$39.57	\$40.45	\$41.49	\$41.69	\$41.84	\$42.09	\$42.59
Level G	\$38.54	\$39.09	\$39.59	\$40.13	\$41.16	\$42.17	\$42.37	\$42.52	\$42.77	\$43.27
Level H	\$47.11	\$47.86	\$48.46	\$49.11	\$50.32	\$51.58	\$51.78	\$51.93	\$52.18	\$52.68
Level I	\$53.01	\$54.16	\$54.91	\$55.68	\$57.31	\$58.56	\$58.76	\$58.91	\$59.16	\$59.66
<b>Facilities</b>										
Warehouse Delivery/Courier	\$29.60	\$30.09	\$30.49	\$30.92	\$31.84	\$32.54	\$32.74	\$32.89	\$33.14	\$33.64
Custodian	\$30.92	\$31.37	\$31.84	\$32.25	\$33.10	\$33.92	\$34.12	\$34.27	\$34.52	\$35.02
Maint I (Grounds Laborer)	\$26.05	\$26.44	\$26.84	\$27.16	\$27.90	\$28.57	\$28.77	\$28.92	\$29.17	\$29.67
Maint II (Grounds)	\$34.41	\$34.81	\$35.27	\$35.75	\$36.75	\$37.54	\$37.74	\$37.89	\$38.14	\$38.64
Maint III (General)	\$35.79	\$36.20	\$36.69	\$37.18	\$38.22	\$39.04	\$39.24	\$39.39	\$39.64	\$40.14
Maint IV (Paint/Prev. Maint.)	\$39.37	\$39.87	\$40.41	\$40.98	\$42.16	\$43.06	\$43.26	\$43.41	\$43.66	\$44.16
Maint V (Plumber/Carp/HVAC)	\$41.51	\$42.10	\$42.69	\$43.33	\$44.52	\$45.53	\$45.73	\$45.88	\$46.13	\$46.63
Maint VI (Jrnyman Electrician)	\$49.23	\$49.89	\$50.61	\$51.34	\$52.75	\$53.96	\$54.16	\$54.31	\$54.56	\$55.06
Security (Building)	\$31.89	\$32.27	\$32.76	\$33.16	\$34.06	\$34.91	\$35.11	\$35.26	\$35.51	\$36.01
Security (District)	\$33.08	\$33.49	\$33.97	\$34.44	\$35.43	\$36.25	\$36.45	\$36.60	\$36.85	\$37.35
<b>Transportation</b>										
Drivers	\$32.57	\$33.01	\$33.50	\$33.90	\$34.85	\$35.56	\$35.76	\$35.91	\$36.16	\$36.66
Mechanic	\$41.35	\$41.90	\$42.47	\$43.06	\$44.24	\$45.26	\$45.46	\$45.61	\$45.86	\$46.36
Driver Trainer	\$35.91	\$36.09	\$36.66	\$37.12	\$38.24	\$39.05	\$39.25	\$39.40	\$39.65	\$40.15
<b>Educational Support</b>										
Para Ed Level A	\$26.43	\$26.74	\$27.20	\$27.56	\$28.33	\$28.99	\$29.19	\$29.34	\$29.59	\$30.09
Para Ed Level B	\$27.91	\$28.31	\$28.76	\$29.13	\$29.99	\$30.64	\$30.84	\$30.99	\$31.24	\$31.74
ECEAP Instr./Family Svc Worker	\$34.01	\$34.44	\$34.99	\$35.47	\$36.51	\$37.31	\$37.51	\$37.66	\$37.91	\$38.41
ML Family & Migrant Liaison	\$38.66	\$39.17	\$39.70	\$40.24	\$41.05	\$41.87	\$42.07	\$42.22	\$42.47	\$42.97
Sign Language Interpreter	\$41.59	\$42.16	\$42.67	\$43.12	\$44.13	\$45.04	\$45.24	\$45.39	\$45.64	\$46.14
Speech Lang Pathology Asst	\$38.26	\$39.00	\$39.58	\$40.10	\$41.18	\$42.16	\$42.36	\$42.51	\$42.76	\$43.26
Brailist	\$36.27	\$37.26	\$37.80	\$38.27	\$39.33	\$40.26	\$40.46	\$40.61	\$40.86	\$41.36
COTA & Physical Therapy Asst	\$36.85	\$37.38	\$38.01	\$38.45	\$39.50	\$40.43	\$40.63	\$40.78	\$41.03	\$41.53
<b>Health Services</b>										
LPN	\$35.12	\$35.65	\$36.23	\$36.64	\$37.64	\$38.54	\$38.74	\$38.89	\$39.14	\$39.64
RN	\$45.64	\$46.29	\$46.98	\$47.62	\$48.92	\$50.06	\$50.26	\$50.41	\$50.66	\$51.16
Athletic Trainer (hourly)*	\$32.40	\$32.91	\$34.47	\$35.05	\$42.57	\$36.80	\$37.00	\$37.15	\$37.40	\$37.90
*exempt from overtime as per FSLA										
<b>Technology</b>										
Technician	\$43.67	\$44.27	\$44.89	\$45.49	\$46.65	\$47.64	\$47.84	\$47.99	\$48.24	\$48.74
Tech Assistant	\$34.85	\$35.43	\$35.90	\$36.38	\$37.39	\$38.24	\$38.44	\$38.59	\$38.84	\$39.34

Board Approved: 9/13/2025



## OFFICE PERSONNEL

- Level A**
- Level B** Assistant, Bookkeeper, High School  
Assistant, Records, High School  
Main Office Secretary, Elementary  
Main Office Secretary, Middle School  
Main Office Secretary, High School  
Receptionist
- Level C** Administrative Assistant, Counseling Office  
Administrative Assistant, ECEAP  
Administrative Assistant, Middle School Assistant Principal, Attendance  
Administrative Assistant, High School Assistant Principal  
Administrative Assistant, High School Attendance  
Assistant, Career Center
- Level D** Administrative Assistant, Athletics  
Administrative Assistant, Career and Technical Education  
Administrative Assistant, High School Registrar  
Administrative Assistant, Human Resources  
Administrative Assistant, Maintenance and Custodial Services  
Administrative Assistant, Middle School Registrar & Counseling  
Administrative Assistant, On-Line Programs  
Administrative Assistant, Special Services and Psychologists  
Administrative Assistant, TLS, ELL/Migrant and Truancy Programs  
Administrative Assistant, Teaching and Learning Systems  
Administrative Assistant, Transportation  
Bookkeeper, Middle School  
Bookkeeper, High School
- Level E** Administrative Assistant, Alternative Education  
Administrative Assistant, Elementary Principal  
Administrative Assistant, Academic Services, Executive Director  
Administrative Assistant, Guest Teacher/Substitute Services  
Administrative Assistant, Middle School Principal  
Administrative Assistant, K-12 Student Success  
Administrative Assistant, High School Principal  
Administrative Assistant, Systems Support  
Administrative Assistant, Teaching and Learning Assessment  
Administrative Assistant, Teaching and Learning, Executive Director  
Administrative Assistant, Technology, Executive Director  
Fiscal Technician  
Fiscal Technician, Purchase Order/Inventory  
Fiscal Technician, Facility Use
- Level F** Administrative Assistant, Student Enrollment & Skyward Services  
Fiscal Specialist  
Human Services Technician, Certificated
- Level G** Administrative Assistant, Special Services Compliance  
Administrative Assistant, Special Services Contracts and Grants  
Dispatcher/Router  
Payroll Technician
- Level H** Payroll Specialist  
Router Specialist
- Level I** Accountant  
Senior Payroll Specialist

**PARAEDUCATORS**

- Level A** Paraeducator, Basic Education/General Supervision  
Paraeducator, Career and Technical Education  
Paraeducator, Crossing Guard  
Paraeducator, High School Science  
Paraeducator, In-School Intervention  
Paraeducator, LAP/Title  
Paraeducator, Library Support  
Paraeducator, Resource Room
- Level B** Paraeducator, Adult Transition  
Paraeducator, Special Education Preschool  
Paraeducator, Early Childhood Education (ECEAP)  
Paraeducator, Health Room  
Paraeducator, Life Skills  
Paraeducator, Multilingual Learners  
Paraeducator, Positive Behavior Support  
Paraeducator, Social Skills & Communication  
Paraeducator, Transition to Kindergarten



# Snohomish School District Tool Request Form

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_ Work Cell: \_\_\_\_\_

**Tool(s) Requested:**

Qty	Brand	Item	Cost	Total
<b>Tool Request Sub Total</b>				

Requested vendor: \_\_\_\_\_

Brief explanation of activity that the above tool(s) will support: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**After approval has been received for the above purchase, Tool Request Form and a copy of all receipts must be submitted to the department’s administrative assistant.**

Requestor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_












# Snohomish CBA (2025-2028)

Final Audit Report

2025-10-03

Created:	2025-10-02
By:	Lenda Johnson (LJohnson@pseofwa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1NOzZl0l5cyXTJPMxQgQJscKQAvCFysR

## "Snohomish CBA (2025-2028)" History

-  Document created by Lenda Johnson (LJohnson@pseofwa.org)  
2025-10-02 - 6:08:27 PM GMT
-  Document emailed to princesca@comcast.net for signature  
2025-10-02 - 6:08:35 PM GMT
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2025-10-02 - 6:08:35 PM GMT
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2025-10-02 - 7:07:46 PM GMT
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