COLLECTIVE BARGAINING AGREEMENT BETWEEN

OAK HARBOR SCHOOL DISTRICT # 201

AND

PUBLIC SCHOOL EMPLOYEES OF OAK HARBOR # 821

SEPTEMBER 1, 2026 – AUGUST 31, 2029

Public School Employees of Washington/SEIU Local 1948
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P R E A M B L E

It is the intent of the parties to promote effective employee-management relations in accordance with the Public Employee Collective Bargaining Act.

This Collective Bargaining Agreement (CBA) is made and entered into between Oak Harbor School District (hereinafter "District") and Public School Employees (PSE) of Oak Harbor, an affiliate of PSE of Washington (hereinafter "Association").

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.
The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit as described in Section 1.3 with exceptions as noted in Section 1.2.

Section 1.2.
Nothing contained herein will be construed to include in the bargaining unit any person whose duties as Deputy, Administrative Assistant, or Secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.
The bargaining unit to which this Agreement is applicable will consist of all classified employees in the following general job classifications: Accounting Assistant, Instructional Assistant, Custodial, Food Service, Grounds, Information Services, Maintenance, Professional Technical, Secretarial/Clerical, Security, Transportation and Warehouse. The parties agree that the following classified positions are excluded from the bargaining unit: Chief Financial Officer, Fiscal Services Supervisor, Facilities Director, Transportation Director, Assistant Transportation Director, NJROTC employees, Food Service Supervisor, Communications Officer, Communications Specialist, Dean of Students, Director of Information Services, Assistant Director of Information Services, Executive Assistants to the Superintendent, Assistant Superintendent and the Assistant Superintendent of Human Resources and Operations.

Section 1.3.1.
Both parties agree that if the District in the future employs personnel in job classifications represented by the Association as part of a State or Federally funded employment or training program, the District will place such employees on Salary Schedule A, consistent with their assignment, and classification, except that no such employee will receive a salary that exceeds the State or Federal requirements of the program. The negotiated agreement will apply to such employees, except that they will accrue seniority only in relation to other such employees in the program. Negotiations regarding the terms and conditions of such employees will commence within two (2) weeks of the District's employment of such employees. Until an agreement is reached regarding such employees between the District and the Association, the terms and conditions outlined in this paragraph will apply.

Section 1.4. Job Descriptions.
The District agrees to provide job descriptions for all positions covered by this Agreement to the Chapter President(s) or designee.

Section 1.4.1. Modification of Job Description.
Job descriptions that are modified by the District which reflect substantial changes impacting the hours, wages, and working conditions of the employee and new job descriptions that are created by the District covering employees under the scope of this Agreement will be made available to the Chapter President(s) or designee for review in advance of the implementation. The District shall make the final determination on modifications to, or creation of new job descriptions. It is the Association's duty to negotiate the impact of any wage and working conditions changes.

A. If an employee believes that there is a substantial change in the status of their position, and the employee submits a job description modification request as described in Section 1.4.1.1. to the District, the District will review the job description modification request, employee's duties and job description. Upon request, employees may meet with the District within ten (10) workdays to discuss the modification request.

   Should the review result in modification of a job description, or rate of pay, the Association and District shall bargain the impact of any wage and working condition changes. Should the review not result in modification, the District shall communicate, in writing, to the employee the District's reason for not modifying the job description or rate of pay. Notification of the results of the District's review shall be provided to the employee and Association no later than twenty (20) workdays following the date the request was submitted.

   Employees may submit one (1) review request per position per school year.

B. If the Association believes that there is a substantial change in the status of a position, and the Association submits a job description modification request as described in Section 1.4.1.1. to the District, the District will review the job description modification request, position, and job description.

   Should the review result in modification of a job description or rate of pay, the Association and District shall bargain the impact of any wage and working condition changes. Should the review not result in modification, the District shall communicate, in writing, to the Association its reason for not modifying the job description. Notification of the results of the District's review shall be provided to the Association no later than twenty (20) workdays following the date the request was submitted.

Section 1.4.1.1. Job Description Modification.
A job description modification request must include the employee's current job title, the perceived change in job duties and/or responsibilities on which the request is made, and a statement supporting the need for modification of the position based on how the job duties and/or responsibilities of the job including necessary knowledge, skills and abilities applicable to the position(s) have changed. Submission of a modification request does not guarantee a change in job description.

Following its review of an employee or Association job description modification request, in lieu of modification of one or more employee's job descriptions, the District may determine the proper remedy is to remove or alter those duties identified in the District's review which are outside the proper scope of the position.

Section 1.5. Definition of Positions.

A. Regular Position:
An ongoing, year-to-year position that is covered by all of the provisions of this Agreement. The parties understand that certain positions are funded by grants and, if the position is eliminated due to the withdrawal of funding, affected employees will be in an unassigned status until such time as they bid on and are awarded an open position.

B. Temporary Position:
A new position created by the District with the actual intent that the position will only last for a period during the school year for which it is created. An employee working in a temporary position is not considered a substitute employee and is covered by all of the provisions of this Agreement. However, temporary positions, unlike regular positions, terminate at the end of each school year. Temporary positions expected to last forty-five (45) or more days will be posted. Temporary positions are not eligible for participation in retirement.

C. Substitute Position:
A position in which a substitute fills in for another employee.
1. Substitute employees who work for less than twenty (20) consecutive or thirty (30) intermittent workdays, in a school year period, are not covered by this Agreement.
2. Substitute employees who work either twenty (20) or more consecutive or thirty (30) or more intermittent workdays, in a school year period, are included in the bargaining unit limited to Step 1 of Schedule A and accumulation of one (1) hour of illness, injury and emergency leave for each twenty-five (25) hours worked and may be utilized for illness, injury and emergencies that prevent the individual from completing a job assignment lasting four (4) or more days. These are the sole rights accruing to such employees.

D. Leave Replacement Position:
A vacant position due to a continuing employee taking a leave of absence.
1. An employee holding a continuing position that accepts a leave replacement position for another continuing employee is not considered a substitute employee if both employees are within the same job classification.
2. A substitute employee hired to fill the position of a continuing employee on an approved leave of absence for a specified duration of forty-five (45) days or longer, will be hired for the duration of such leave, during which time they will be subject to the probationary status of not more than sixty (60) workdays and all of the provisions of this Agreement except Article IX.

E. Labor & Industry (L&I) Light Duty Position:
The District may create temporary light-duty positions for employees with open L&I claims receiving time-loss benefits. The positions will be paid minimum wage with additional wage compensation provided by L&I. The District will submit proposed job descriptions to the Association consistent with Section 1.4. The filling of such positions will be exempt from the posting and seniority provisions of Sections 9.6.1 and 9.8. Employees filling such positions will

not earn seniority in any other classification than they currently are in or replace current bargaining unit employees.

ARTICLE II

RIGHTS OF EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and provisions of this Agreement, is the right to direct the work force; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District will retain the right to determine the methods, the means, and the personnel by which such operation is conducted.

Section 2.2.
The right to make reasonable rules and regulations which are not in conflict with the terms of this Agreement will be considered acknowledged functions of the District.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
Neither the District nor the Association will directly nor indirectly interfere with, restrain, coerce, or discriminate against the employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right as guaranteed by RCW 41.56.

Section 3.2.
Neither the District nor the Association will discriminate against any employee subject to this Agreement on the basis of race, creed, color, national origin, sex, religion, age, marital status, or because of a physical, mental or sensory handicap except to the extent sex, age or the absence of handicap may constitute a bona fide occupational qualification.

Section 3.3.
The District will provide each classified staff member with an annual written evaluation. This evaluation will be completed prior to June 1st. A conference between the supervisor and the employee will conclude with a written evaluation. An employee shall be given a draft copy of their evaluation at least two (2) workdays before the conference between the supervisor and employee to discuss it, unless otherwise agreed upon between the employee and supervisor. Drafts provided to an employee are subject to change at the sole discretion of the District. However, the District shall not give the employee a lower evaluation than the draft copy provided to them before the conference between the supervisor and employee. A copy of the

evaluation must be given to the employee within five (5) work days of the evaluation conference. An overall performance that is rated as unsatisfactory and therefore requiring improvement must be followed by a written performance improvement plan in the area(s) noted. The development and implementation of this plan will be a collaboration of the supervisor and the employee. If no agreement is reached between the employee and the supervisor regarding the specific content of the plan, the supervisor will implement the plan without the employee's agreement.

Section 3.4.

Employees will be given a copy of all material added to their personnel file in Human Resources (HR) at the time such material is added to the file. Each employee will have the right, upon request to HR, to schedule an appointment to review the contents of their personnel file. An employee may obtain copies of the documents made available under this Section. To the extent permitted by law, no record, file or document pertaining to an employee will be made available to any unauthorized person for photocopy or inspection. Employees will have the right to respond in writing to all additions in the personnel file. Such employee responses will be made a part of the file.

No duplicate, alternate, or other personnel file will be kept anywhere in the District except that supervisors may keep working personnel files in their respective offices. Both files are subject to the provisions of this Section. The content of the working files will be reviewed annually by the supervisor and the employee upon request of the employee.

Section 3.5.

Written disciplinary actions will be removed from an employee's file, at the employee's request, two (2) years after inclusion, provided that no subsequent discipline for a like offense has been imposed during the intervening period. Derogatory materials not shown to the employee prior to or at the time of inclusion in the employee's personnel file may not be used as evidence in any grievance or disciplinary action against such employee.

Section 3.6.

Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety and well-being. Any case of threat, harassment, assault or physical harm caused by a student arising out of an employment related situation upon an employee shall be promptly reported to the District.

The District will provide support to employees who are threatened, harassed or injured by a student, parent, co-worker, or administrator. Employees impacted shall be provided notice from their administrator or supervisor of a student's return from an emergency removal or suspension, and such notice will be timely provided. Meetings between the employee and the District responding to the above issues will be held during the employee's workday or on paid time.

Section 3.6.1.

Should an employee be assaulted by a student on the job they will have up to three (3) days paid admin leave to be applied per occurrence. Leave days do not have to consecutive but are connected to the same injury and will not come out of their sick leave bank. Should there be a Labor and Industry claim that is validated and results in time loss compensation the parties will meet and confer to determine that the employee is not compensated twice.

Section 3.6.2. Emergencies.
Each year, all employees will be instructed on emergency procedures and will be provided with a copy of their building's emergency plan. The District will conduct regular emergency drills so that all employees will be fully trained on and regularly participate in, emergency drills. In the event of an emergency, all employees in the area and departments, including substitutes, will immediately be notified in accordance with building and District procedures. The District will abide by School Board Policies regarding employee safety.

Section 3.7. Employee Protection/Insurance.
The District agrees to provide insurance to hold employees harmless and defend them from losses for actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or negligent failure to act by such employee, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of employment and under the direction of the District.

Assaults upon employees will be promptly reported to the Administration. While employees are encouraged to inform the Administration of any legal interventions filed, they are not required to seek administrative support or permission to do so. The District will render all assistance to the employees in connection with handling of the incident by law enforcement and judicial authorities.

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

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.
The Association has the right to represent the interests of each individual in the unit, as well as the unit as a whole; to present its concerns, either orally or in writing to the District with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions. When, in the good faith judgment of the Association's Grievance Committee, the rights of the individual are in conflict with the rights of the unit as a whole, the Association may decide to support the unit as a whole over the individual.

Section 4.2. New Employees Orientation.
The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about the Association to the new employee. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative. "Reasonable access" for the purposes of this Section means the access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular

worksite, or at a location mutually agreed to by the District and the Association. This thirty (30) minute presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and the exclusive bargaining representative. The Association has the right to distribute materials, such as Association new hire packets, at the orientation.

Once a year, typically at the beginning of the school year, the District shall provide a new employee orientation for all new employees. The District shall provide the Chapter President(s) or designee a list of each new hire attending the District's annual new employee orientation forty-eight (48) hours in advance of the orientation. All participating new employees who choose to attend the Association's annual new employee presentation will do so on paid time by the District. Additionally, the District will designate one (1) day per month when all newly hired employees from the immediately preceding month may attend an Association new employee presentation. If there are no new hires in a given month, the District will not designate an Association new employee presentation in the following month. The District shall provide the Chapter President(s) or designee a list of each new hire available to attend the Association's presentation forty-eight (48) hours in advance of the presentation.

Section 4.3.

Upon request, the District will provide the Chapter President(s) or designee information regarding bargaining unit employees' wages, hours and working conditions. Upon request, the District will provide the Chapter President(s) or designee access to personnel action reports. Also, upon request, the District will provide a list of each member's name, hire date, building, job title, wage, home address and home phone number.

Section 4.3.1. Public Records Request for Member Information.

In the event that there is a public records request for the bargaining unit membership list or a public records request for individual members' contact information, the District shall notify the Chapter President(s) or designee of the request.

Section 4.3.2. Public Records Act Exemption for Survivors of Domestic Violence.

The District agrees to provide information annually to all employees about their rights under RCW 42.56.250, specifically relating to employees or their dependents who may be survivors of domestic violence, sexual assault, harassment, or stalking.

Section 4.4.

The Association will promptly be notified by the District of any grievances or disciplinary actions of any employee. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of the grievance and to make known the Association's views concerning the case.

Section 4.5. Use of District Facilities.

The Association of Oak Harbor shall be considered Priority Group 1 and shall have all rights to request and reserve District facilities as provided to such parties consistent with State law and District policy and procedure on the use of District facilities.

Section 4.6. Privileged Communication.

It is the fiduciary duty of the Association to act on behalf of the members it represents pertaining to privileged communication regarding employment relations with the District. This includes all personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and collective bargaining. The District will follow all applicable laws relating to privileged communication.

Employee, member, and the Association's communications regarding privileged communications protected by this Section should not utilize District communications systems or District property. Communications utilizing such systems or property may result in the waiver of this privilege and be subject to disclosure or release in whole or in part.

ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1.
The Association will designate a conference committee of three (3) members who will meet with the Superintendent or designee on a mutually agreeable basis to discuss the administration of this Agreement. The District should be notified in writing of the names of the conference committee members, or any changes that occur in the conference committee membership.

Section 5.2.
The District will provide space to conduct such meetings.

Section 5.3.
The Association representatives will represent the Association and employees in the bargaining unit in meetings with officials of the District to discuss the application and terms of this Agreement. They may receive and investigate complaints or grievances of employees, and also advise bargaining unit employees of the rights and procedures as outlined in this Agreement.

Section 5.4.
Visitation rights will be granted to designated representatives of the Association to visit with employees in the bargaining unit for purposes of grievance procedure and/or general information, as long as it does not interfere with the normal flow of work. The visiting representative will notify the District of arrival.

Section 5.5. Association Leave.
The District will grant a total of fifteen (15) paid leaves to the Association for meetings, conferences, negotiations or Association business. Each leave will be equal to one (1) regular work shift of the affected employee. The Association agrees to reimburse the District for the cost of substitutes required for such release time. Additional association leave may be granted by the Superintendent or designee. Requests for association leave will be submitted in writing to the employee's supervisor at least one (1) business day before the leave is to take effect. The reason for the leave is to be clearly stated. No more than two (2) employees per single classification or four (4) employees district-wide may utilize such leave on any given day.

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

Section 5.5.1.
Any bargaining unit member who holds a state elected position in the Association shall be permitted to utilize intermittent release time when such time is paid in full by the Association. Members who represent the Association at the State level shall notify the District, no less than one (1) week prior to the day of the requested release time, by email. Should the employee provide notice at least one (1) week prior to the requested leave, the leave request will not be denied. Release time for Association members requested by PSE of Washington/SEIU Local 1948 may be granted to the employee. The cost of the employee's salary and benefits for the duration of the employee's release time will be borne by PSE of Washington.

Section 5.6.
The Chapter President(s) or designee will be involved in the development of the District's annual school calendar consistent with the CBA between the District and the Oak Harbor Education Association. The Chapter President(s) or designee will be included in e-mails and/or meetings regarding the development or establishment of the school calendar.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1.
Each employee will be assigned to a definite shift with designated times of beginning and ending. However, the three (3) shifts described in this Section do not apply to bus drivers (refer to Article XVIII Transportation). The first shift is defined as any work shift beginning between 5:00 a.m. and 1:29 p.m. The second shift is defined as any work shift beginning between 1:30 p.m. and 5:59 p.m. The third shift is defined as any work shift beginning between 6:00 p.m. and 4:59 a.m.

Section 6.2.
The first shift will consist of eight and one-half (8½) hours, for eight (8) hours compensation, including an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods will occur as near the middle of each half shift as is practicable.

Section 6.2.1.
The second shift will consist of eight (8) hours, for eight (8) hours compensation, including a paid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods will occur as near the middle of each half shift as is practicable.

Section 6.3.
In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee will be given a fifteen (15) minute rest period for each four (4) hours of work. Employees working six (6) hours or more per day will receive breaks as defined in Section 6.2. The

maximum of two (2) fifteen (15) minute breaks will be allowed for each shift. Employees working more than four (4) hours on such shift, will be granted an uninterrupted lunch period of thirty (30) minutes.

Section 6.4.
The normal workweek will consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest; except as provided in Section 6.11.

Section 6.4.1.
The District will provide to all less than twelve (12) month staff the number and dates of expected workdays and hours per day by September 1st. The District reserves the right to assign additional hours or days when unanticipated needs arise.

Section 6.4.2.
The District will provide, no later than October 1st, a copy to each classified employee of a salary calculation which contains the number of hours the employee will be working for the school year, the rate of pay, hours of vacation time available, list of holiday hours, pay level and step, and expected gross income for each month. If unanticipated workload problems arise, the District may delay the Classified Salary Calculation Sheet to November 1st.

Section 6.5.
Each employee will be assigned to a definite and regular shift and workweek which can be changed by five (5) workdays' notice to the employee by the District except this notice may be waived by the employee. Emergencies, as determined by the District, will be an exception to this procedure. Twelve (12) month employees will be exempt from Section 6.5. Shift changes for twelve (12) month employees will fall under Section 6.5.1.

Section 6.5.1. Twelve (12) Month Employees Shift Changes.
Changes to the start of an employee's long-standing shift (a shift held by the employee for four [4] or more weeks) of more than fifty (50) minutes will be subject to bargaining between the Association and the District. Emergencies, as determined by the District, will be an exception to this procedure. Temporary changes of not more than fifteen (15) workdays can be changed by five (5) workdays' notice to the employee by the District, except this notice may be waived by the employee. Changes in shift starting times caused solely by summer break may be implemented notwithstanding this Section. Such changes shall ordinarily occur in consultation with the affected employee. An employee's school year shift shall be deemed the employee's regular shift schedule.

Section 6.6. Missed Break and Lunch Periods.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee will be compensated for the foregone lunch period at overtime rates. All employees who are deprived of breaks due to emergency work situations will be compensated for all the break time that was missed. Employees must inform their supervising administrator as soon as possible after a missed break or lunch period.

Section 6.7. Break and Lunch Periods for Grounds and Maintenance Employees.
Employees will remain at the worksite during their fifteen (15) minute breaks. Employees may travel back to the maintenance/grounds shop to take their lunch break in the lunchroom. The thirty (30) minute unpaid lunch period will begin when the employees arrive at the shop and after a reasonable amount of clean-up time is provided, not when the employee leaves the worksite.

Section 6.8.
Employees requested to work an assignment regularly filled by a higher paid position will receive compensation for the work performed in the higher paid position at the step level of the employee who is requested to make the change. The adjusted compensation will commence beginning with the second consecutive full day of the assignment and will be retroactive to and including the first day. In the event that the assignment terminates before the commencement of the second consecutive day, the rate of pay will remain at the lower position and step level of the employee who was requested to make the change. In the event the step level in that assignment pays less than the employee's current rate, their rate will not change during the time the work is performed.

Section 6.8.1.
Employees who work in a higher paid position for three (3) accumulative days (measured as not less than half (½) day increments) during any one (1) year will receive the higher compensation retroactive to and including the first day of such work.

Section 6.9. Inclement Weather or Other Closure.
In the event of an unusual school closure due to inclement weather or plant inoperation, or other reasons, the District will notify employees via website and group email with regard to school operations. Employees who could not be notified and who report to work will receive a minimum of two (2) hours pay at the base rate in the event of such a closure; provided, however, no employee will be entitled to such compensation in the event of actual or constructive notification by the District of the closure prior to leaving home for work. Employees will, in the event of inclement weather or other known possibility of school closure, listen to local radio stations and/or call 360-279-5060 in an effort to determine whether or not school will be held.

A. Twelve (12) month employees are expected to work as scheduled. The following options will be made available to affected employees not required to work during suspended operation/road restrictions:
   1. Vacation, personal leave, emergency leave;
   2. Leave without pay; or
   3. Reasonable opportunity to make up work time lost as a result of suspended operation/road restrictions.

B. School year employees are expected to work when schools are operating. The following options will be made available to affected employees not required to work during suspended operation/road restrictions:
   1. Personal leave, emergency leave;
   2. Leave without pay; or
   3. Reasonable opportunity to make up work time lost as a result of suspended operation/road restrictions.

Section 6.10. Callback Procedures.
Employees called back for unscheduled work after a regular workday or called on the sixth (6th) or seventh (7th) consecutive workday, will receive no less than two (2) hours pay at the appropriate rate.

Section 6.11. Overtime.
Overtime assignments will be distributed in accordance with the seniority provisions as defined in Section 9.5, except in emergency situations as determined by the District. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. Employees are entitled to be paid for all overtime worked. Supervisor approval is required prior to overtime work. Approval sought after overtime is worked shall not be unreasonably denied, with consideration given to the nature of the work or assignment, the condition(s) precipitating the need to work overtime, and the ability of the employee to seek pre-approval.

Section 6.11.1.
All hours in excess of forty (40) compensated hours per week will be compensated at the rate of one and one-half (1½) times the employee's base pay.

Section 6.11.2.
All hours worked on the sixth (6th) consecutive day will be compensated at the rate of one and one-half (1½) times the employee's base pay. All hours worked on the sixth (6th) consecutive day in excess of eight (8) hours will be compensated at a rate twice the employee's base pay.

Section 6.11.3.
All hours worked on the seventh (7th) consecutive day will be compensated at the rate of twice the employee's base pay.

Section 6.11.4.
Bus drivers and security personnel will be exempt from the provisions of Sections 6.11.2 and 6.11.3 herein. Overtime compensation for bus drivers and security personnel will be governed in accordance with Section 6.11.1.

Section 6.11.5.
In the event that a paid but unworked holiday fall during the employee's assigned week, with the exemption of bus drivers, such paid holiday will be included in any determination of eligibility for overtime, or calculation of overtime benefits. Said holiday will not be included in any determination of eligibility for overtime or calculation of overtime benefits for bus drivers.

Section 6.11.6.
In the event the District has occasional/additional work available to members of the bargaining unit, the District, in its sole discretion, will offer such work to members of the bargaining unit first before substitutes or non-Association units. A sign-up list will be made available to members of the bargaining unit. The parties agree that the District's decision to either offer, or to not offer, occasional/additional work to members of the bargaining unit will not be subject to the grievance procedures. The District will post occasional/additional work according to the duties actually performed and will include the relevant job description in the posting.

Section 6.12. 4-Day Workweek.
While the students are away from school during the summer, employee workweeks and shifts may be at a reduced number of days per week, with the employee's daily hours increased accordingly (e.g., four [4] consecutive days at ten [10] hours per day instead of five [5] days at eight [8] hours per day). Rest periods will be increased in proportion to the employee's increased daily hours and will be scheduled consistent with Sections 6.1, 6.2, and 6.3. For full-time employees who work a shift of ten and one-half (10½) hours a day, including a thirty (30) minute uninterrupted lunch period, such lunch period will be scheduled as near the middle of the shift as is practicable, and employees will be allowed a twenty (20) minute first half and a twenty (20) minute second half rest period, both of which rest periods will occur as near the middle of each half shift as is practicable. EXCEPTION: Unless otherwise agreed to by employee(s) and the employees' supervisor.

Section 6.12.1.
All hours worked on the fifth (5th) consecutive day by employees (as referenced in Section 6.12) will be compensated at the rate of one and one-half (1½) times the employee's base pay. All hours worked on the fifth (5th) consecutive day in excess of eight (8) hours and in excess of forty (40) hours will be compensated at a rate twice the employee's base pay.

Section 6.12.2.
All hours worked on the sixth (6th) and seventh (7th) consecutive days by employees (as referenced in Section 6.12.) will be compensated at the rate of twice the employee's base pay.

Section 6.13. Additional Days in Calendar.
If in any given year there are more than two hundred sixty (260) potential workdays in the calendar for full-time employees, impacted two hundred sixty (260) day employees will schedule with their supervisor a mutually agreeable day or days for the employee to take off without pay during the work year, in order to bring the employee's work year calendar to two hundred sixty (260) days.

Section 6.14. Extended Day Rate.
For employees required to be present for scheduled work-related duties commencing more than thirty (30) minutes after their regularly scheduled hours on a regular workday shall receive no less than two (2) hours pay at the appropriate rate.

ARTICLE VII
HOLIDAYS AND VACATIONS

Section 7.1.
Employees will receive the following paid holidays that fall within their work year:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day (July 4th)
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day before or after Christmas*
12. Christmas Day
13. New Year's Eve Day

Holiday 11 only applies to full-time employees. Holiday 7 does not apply to school year (180 day) employees but does apply to one hundred ninety-five (195) day or more employees. School year employees will receive pay for an additional one-half (½) holiday. Holiday 5 will only apply to employees if it falls into their work calendar, such as due to a bad weather make up day.

*As determined by the Assistant Superintendent of Human Resources and Operations in consultation with the Chapter President(s) or designee.

Section 7.1.1. Unworked Holidays.
Eligible employees will receive pay equal to their normal work shift (up to eight (8) hours) at their base rate in effect at the time the holiday occurs. Employees who have worked or been on paid status their last scheduled shift preceding, and the first scheduled shift succeeding, the holiday will receive holiday pay. Employees on the four (4) day, ten (10) hour day workweek when a holiday occurs will work thirty-two (32) hours in the three (3) workdays left in the week in a mutually agreeable arrangement.

Section 7.1.2. Worked Holidays.
Employees who are required to work on the above-described holidays will receive pay due them for the holiday, plus their base rate for all hours worked on such holidays.

Section 7.1.3. Holidays During Vacation.
Should a holiday occur while an employee is on vacation, the employee will be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 7.2. Vacations.
All employees subject to this Agreement will be credited with hours of vacation credit, based on regular hours worked from September 1st to August 31st. Such vacation credit will be earned, vested, and used as designated in this Article. Vacation credit shall be allocated as per incremental steps in Section 16.4.

Section 7.2.1.
Employees of the bargaining unit will receive the following paid vacation:

A. Less than full-time employees (employees regularly scheduled to work less than twelve (12) months per year):

Years of Service	Vacation Credit Computation*
1-3	1 hour for each 24.0 regularly scheduled hours
4-6	1 hour for each 21.8 regularly scheduled hours
7-9	1 hour for each 17.1 regularly scheduled hours

Years of Service	Vacation Credit Computation*
10	1 hour for each 16.0 regularly scheduled hours
11	1 hour for each 15.0 regularly scheduled hours
12	1 hour for each 14.1 regularly scheduled hours
13	1 hour for each 13.3 regularly scheduled hours
14	1 hour for each 12.6 regularly scheduled hours
15+	1 hour for each 12.0 regularly scheduled hours

B. Full-time employees (employees regularly scheduled to work twelve [12] months per year):

Years of Service with the District	Vacation Days Annually	Monthly
1-3 years	12 days/year	1.000
4-6 years	17 days/year	1.417
7-9 years	19 days/year	1.583
10 – 11 years	20 days/year	1.667
12 – 13 years	22 days/year	1.833
14 – 15 years	24 days/year	2.00
16+ years	26 days/year	2.250

Employees will receive vacation credit at the beginning of their year of service (i.e., you receive seventeen [17] vacation days at the beginning of your fourth [4th] year).

Section 7.2.2.
Less than full-time employees will not be allowed to utilize earned vacation days. Instead, these days will be converted to the employee's regular daily rate of pay and added to each affected employee's monthly paycheck.

Full-time employees become eligible to use vacation credit as paid release time. Requested vacation time by full-time employees will be honored if the requested days do not disrupt the normal operation of the District, as determined by the District. Full-time employees will utilize all earned vacation days by August 31st; provided that employees may elect to carry over up to twenty (20) days of vacation from one year to the next. Such carryover will be for a maximum of one (1) year. In addition, employees may cash out up to two (2) days of unused vacation at the end of the year. Notwithstanding the foregoing, if the District denies an employee's use of earned vacation days, they may be carried over. Additionally, the District will consider, on a case-by-case basis, the carryover of additional vacation days from one year to the next. Upon separation from service by reasons of resignation, layoff, dismissal, retirement or death, employees are entitled to a lump sum payment of unused vacation; but may not receive cash out under any circumstances of more than one hundred sixty (160) hours of vacation.

Section 7.2.3.
Time on layoff (to a maximum of two (2) years) and time on authorized leave of absence will be counted as continuous service for the purpose of retaining vacation eligibility dates.

ARTICLE VIII

LEAVES

Section 8.1. Illness, Injury, and Emergency Leave.
Illness, injury, and emergency leave will be granted to each employee at the rate of one (1) day per calendar month worked, minimum of ten (10) days for employees whose jobs extend throughout the one hundred eighty (180) day school year, to be accumulated up to the legal maximum. The District will project the

number of annual days of illness, injury, and emergency leave at the beginning of the school year according to the estimated calendar months the employee is to work during the year. The employee will be entitled to the projected number of days' illness, injury, and emergency leave at the beginning of the school year. However, if the employee's employment with the District terminates, and the employee has used more illness, injury, and emergency leave than the employee has earned at the time of termination, the District will be entitled to payment from the employee in an amount equal to the unearned illness, injury, and emergency leave used by the employee. Illness, injury, and emergency leave will be expended and recorded on an hourly basis for purposes of accounting. For all leaves authorized under this Article, excluding Section 8.3, employees shall make a reasonable effort to provide advance notice for any leave requests to assist the District with identifying suitable substitute coverage. For leave due to a planned or advanced scheduled absence, employees shall notify the District not later than three (3) workdays before the leave or, if fewer than three (3) days remain, immediately once known. Three (3) workdays' notice will not be required if the employee taking leave does not need a substitute.

Section 8.1.1. Sick Leave Cash Out.

Employees may cash out unused sick leave per the leave and attendance provisions of RCW 28A.400.210 and related Washington Administrative Code provisions.

Section 8.1.2. Emergency Leave.

Emergency leave is provided to cover absences from work to deal with situations which are suddenly precipitated and for which pre-planning cannot relieve the necessity of the absence. Such situations must be of major importance and not be a mere convenience.

Section 8.1.3. Leave Sharing.

Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which is likely to cause the employee to take leave without pay or terminate employment. Any such donation of annual or sick leave will be subject to the terms and limitations of law.

Section 8.1.4. Sick Leave Usage.

Illnesses of immediate family members qualify as appropriate use of sick leave in accordance with RCW 49.12.270, RCW 49.46.210, and WAC 296-130-030. Sick leave may be used for the following:

A. Mental/physical illnesses, injury or health condition of the employee or a family member.
B. Preventative care appointments for the employee or a family member.
C. The care of a child of the employee with a health condition that requires treatment or supervision, the care of a member of the employee's immediate family (as defined by the Family Medical Leave Act [FMLA] or RCW 49.46.210) who has a serious health condition or an emergency condition.
D. Absences that qualify for leave under the Washington State Domestic Violence Leave Act.

Section 8.1.5. Sick Leave for Probationary Employees

Employees in a probationary status per Section 9.2. will not be front-loaded their sick leave allocation but will instead receive one (1) day of sick leave monthly. Such employees will receive the remainder of their sick leave allocation upon successful completion of probation.

Section 8.1.6. FMLA.
The District agrees to implement FMLA for eligible employees per School Board Policy. Leave provided under FMLA shall be coordinated with any other Board of Directors approved leave of absence.

Section 8.1.7. Washington Paid Family Medical Leave (PFML).
Employees shall be eligible to receive PFML under the Washington State Family and Medical Leave and Insurance Act. To be eligible for PFML, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall run concurrently with FMLA leave pursuant to State law. The employee may choose whether to use sick leave or other paid leave first instead of PFML, or access PFML first. The District will maintain health insurance benefits during periods of approved PFML.

Effective upon ratification of this Agreement, the District shall remit to the State of Washington on behalf of each bargaining unit employee, the cost of the District's portion of the premium collected by the State of Washington for participation in the Washington State PFML Plan.

Section 8.2. Bereavement Leave.
Employees will use discretion in accessing bereavement leave. Bereavement leave cannot be accumulated and will not be taken from sick leave. The District will allow employees up to five (5) days per occurrence of paid bereavement leave in the event of death of members of the household, spouse, state registered domestic partners, siblings, parents, children (or anyone having the position of child, parent, or sibling who at one time resided in the same household), grandparents, grandchildren, foster children, mother or father-in-law, and son or daughter-in-law. In the event of a delayed interment or ceremony, employees may elect to utilize five (5) days of bereavement leave non-consecutively, not to exceed two (2) separate instances, to cover all events related to the bereavement process up to one (1) calendar year after the occurrence.

The District will allow up to three (3) days per occurrence of paid bereavement leave up to a total of six (6) days per year for any other family member who is not included in the five (5) day provision, or to attend the funeral of a close personal friend. Under extenuating circumstances up to five (5) days per occurrence of additional leave may be taken from emergency leave. Additional time may be granted at the discretion of the Superintendent or designee. Requests for additional time will be made by the employee in writing and must be reviewed by the Superintendent or designee.

Section 8.3. Personal Leave.
Three (3) days personal leave, with pay, will be granted each year. Employees may carry over up to two (2) personal leave days not to exceed a total of five (5) personal leave days in any one (1) year. Application for personal leave will be processed forty-eight (48) hours in advance (unless personal leave is being utilized in conjunction with either bereavement, maternity or paternity leave) using the Classified Attendance Leave Request Form. Personal leave may not be used during the first and last two (2) workdays of the student school year. Personal leave used in the year earned will be charged at the current number of hours per day. Personal leave carried forward will be at the number of hours per day during the year earned.

On any given day, the District may exercise the option to limit personal leave to five percent (5%) of employees. Less than twelve (12) month employees may take no more than one (1) personal leave day connected to Winter and Spring breaks.

For the months of April, May and June, the District may limit personal leave to no more than two (2) employees per work site. Any worksite with forty (40) or more Association employees may allow up to four (4) employees the same personal days provided that adequate substitutes are available.

For the duration of this 2026-2029 Agreement only, these worksite limits applicable to the months of April, May, and June shall be suspended in their entirety.

Section 8.3.1. Personal Leave Cash-Out.
Employees may cash out a maximum of two (2) of their unused personal leave days. The rate of compensation shall be at the employee's regular rate of pay. The cash out request form must be provided to employees via email or posted on the District's website no later than May 15th. Employees wishing to cash out must submit the signed cash out request form to the payroll office no later than June 30th for employees working less than 260-days, and no later than July 31st for employees working 260 days per year. Cash out will be paid no later than the August payroll.

Section 8.4. Parental Leave.
An employee, upon request, will be granted leave for birth or adoption of their child. Such leave will be deducted from Illness, Injury, Emergency or personal leave; or the employee may request an unpaid leave of absence; and/or apply for PFML. The employee will utilize the leave of absence procedures.

Section 8.4.1. Maternity/Paternity Leave.
A. Specifically for maternity leave:
   1. Temporary disability leave will be granted for pregnancy.
   2. The employee may continue to work until, in the judgment of the employee's medical provider, her work or her health are in any way impaired by her condition.
   3. Illness, Injury and Emergency leave will be granted, if the employee is eligible for such, for the time the employee's medical provider certifies that the employee is unable to perform her normal duties because of her health or disability.
B. An employee requesting maternity/paternity leave will give written notice to the District as far in advance as possible and at least thirty (30) days prior to commencement of the leave.
C. The request for leave should include:
   1. Anticipated date of birth.
   2. Estimated date leave is to begin.
   3. Estimated date of return from leave.
D. Employees may use maternity/paternity leave in conjunction with an unpaid leave of absence as provided in Section 8.7.1.

Section 8.5. Judicial Leave.
In the event an employee is summoned to serve as a juror or appear as a witness in court in an action to which the employee is not a party, or is named as a codefendant with the District, such employee will receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 8.6. Military Leave.
Employees that are members of Reserve Forces, as specified in RCW 38.40.060, will be granted paid leave not to exceed twenty-one (21) days each calendar year. Military leave is in addition to vacation and/or sick leave.

Section 8.7. Leave of Absence.

Section 8.7.1.
Upon recommendation of the immediate supervisor through administrative channels to the Superintendent or designee, an employee may be granted additional leave of absence not otherwise granted in this Agreement or by State and Federal laws, for a period to be determined on a case-by-case basis, not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 8.7.1.1. Short-Term Leave of Absence.
Upon pre-approval of the Superintendent or designee, an employee may be granted short-term leave without pay for up to ten (10) days. Conditions to be met for this approval may be established by the Superintendent or designee. However, except in event of emergency, approval shall be limited to rare, once in a lifetime events.

Section 8.7.2. Return From Leave of Absence.
An employee returning from an approved leave of absence will be assigned to the position occupied before the leave of absence. In the event the position does not exist in the District, the employee will be assigned to a position substantially comparable to the position held before the leave of absence. This provision will not supersede the seniority, Reduction In Force (RIF), and related notification provisions of Article 9.

Section 8.7.3.
The employee will retain accrued illness, injury, and emergency leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority will not accrue while the employee is on leave of absence.

Section 8.7.4.
Employees returning from an unpaid leave of absence will notify the District of their expected date of return no later than two (2) calendar weeks prior to the end of the leave. An employee granted a leave of absence for the duration of a school year or longer will submit a letter stating their intention to return to the District no later than May 1st of the preceding school year.

Section 8.8. Leave Replacement Criteria.
If the District has advance notice that a leave will exceed thirty (30) days, the temporarily vacated position will be posted, as soon as practicable, for a period of three (3) workdays after the District is notified that an employee's leave of absence will exceed thirty (30) days. The selected temporary employee will begin the leave replacement assignment as close to the first day of the leave as practicable. At the end of the assignment of the temporarily vacated position the leave replacement employee will normally return to the employee's previous assignment, regardless of the actual duration of the leave. However, if the temporary assignment goes beyond the original end date, the District may choose to return the leave replacement employee to the previous assignment at that time. This provision may only be utilized by one (1) employee per leave request. This opening created by the filling of the temporarily vacated position will be filled by a substitute employee.

Section 8.9.
The District will grant leave to an employee who has been elected to governmental office. Such leave will be for a minimum of forty-five (45) consecutive days and a maximum of the elected term of office. The

employee will retain seniority while on leave and upon return, will be placed in the same or similar position for leaves of more than one (1) year. This leave may be extended or modified at the discretion of the Superintendent or designee.

Section 8.10. Health Care Professional's Verification.
An employee may be required to provide a licensed healthcare provider's certification or similar verification that an employee's use of paid sick leave is for an authorized purpose on the fifth (5^{th}) consecutive day of absence. An employee absent from work on an extended absence for illness or injury will also present a licensed healthcare provider's written certification of fitness to return to work.

Section 8.11. Leave Counseling.
Notwithstanding the verification requirement in Section 8.10, the District may investigate patterns of irregular, excessive, or unusual absences. For example, an employee taking sick leave after personal leave or vacation leave was denied, or to extend a scheduled leave of absence.

When an employee has expended – or has requested to expend – all paid sick leave and requests additional time-off, either a supervisor or the employee may request a leave counseling session regarding available leaves. However, an employee need not first exhaust their leave benefits before seeking information or counseling regarding possible leave benefits. Leave counseling may include written attendance expectations.

ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1.
The seniority of an employee within the general job classification will be established as of the date on which the employee began continuous daily permanent employment (hire date) unless such seniority will be lost as hereinafter provided.

Section 9.1.1.
In the event that more than one (1) employee in the same job classification has the same hire date, seniority will be determined on the basis of application date. In the event that more than one (1) employee in the same job classification has the same hire date and the same application date, the employee with the most hours worked as a substitute or as a temporary employee will be senior. Seniority conflicts resolved by other methods prior to the date of this contract will not be altered by this contract.

Section 9.2. Probationary Status.
Each employee who is new to the District will remain in a probationary status for not more than ninety (90) workdays following the hire date. The District will make a good faith effort to notify the employee of work expectations and to address any performance concerns with the employee as they arise, so that the employee can make any necessary improvements prior to the expiration of the probationary period. Should there be any performance concerns within the probationary period, the District may extend the probationary period up to an additional ninety (90) days. Employees in probationary status will be subject to all rights and privileges of the Agreement, except Article XIV, Grievance Procedure. During this probationary period, the District may discharge such employee at its discretion.

Section 9.3.
The seniority rights of an employee will be lost for the following reasons:

A. Resignation.
B. Discharge for justifiable cause.
C. Retirement.
D. Change in job classification within the bargaining unit, as hereinafter provided.
E. Layoff for more than two (2) years for regular employees, and one (1) year for employees holding a temporary position.

Section 9.4.
Seniority rights will not be lost for the following reasons, without limitation:

A. Time lost by reasons of industrial accident, industrial illness, or judicial leave.
B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
C. Time spent on other authorized leaves.
D. Time spent as an unassigned employee.

Section 9.5.
Seniority rights will be effective within the general job classification if the ability and qualifications are equal as determined by the District, as provided in Section 9.6 herein. General job classifications are as set forth in Article I, Section 1.3.

Section 9.6.
The employee with the earliest hire date will have absolute preferential rights regarding shift selection, vacation, and overtime. The employee with the earliest hire date will have preferential rights regarding promotions, assignment to new or open jobs or positions, within job classifications, and layoff when ability and performance are substantially equal to junior employees or outside candidates. If the District determines that seniority rights should not govern because a junior employee or an outside candidate possesses ability and performance substantially greater than a senior employee or senior employees, the District will set forth in writing to the employee or the employees and the Association's grievance committee chairperson, its reasons why the senior employee or employees have been bypassed. Until the employee is satisfactorily released from a formal plan of improvement per Section 10.1.1., the District may elect not to consider the employee for promotion, transfer, or assignment to a new or open job or position.

Section 9.6.1.
Increases of two (2) hours or more to job assignments will be considered new positions and will be posted in accordance with the terms of this Agreement. The District will not use this provision for the purpose of evading posting requirements. For paraeducators, increases of less than two (2) hours will be assigned based upon the following considerations: the needs of the student(s) being served, current or previous work with a particular student, the needs of the program, skills, training and experience of the staff members, scheduling factors, and the ability to provide continuity of support. When two (2) or more paraeducators are substantially equal with regard to the above-listed factors, the time will be awarded on the basis of seniority.

Section 9.6.2. Trial Period.
The District and the Association have a mutual interest in supporting professional growth for all employees. Creating a system that supports opportunities for job changes is one way to support

professional growth. Given this mutual interest, each current regular employee who transfers to a new position outside the employee's current classification shall remain in a performance trial status for a period, not to exceed thirty (30) workdays following the transfer. The supervisor shall conference with the employee to discuss and review the position and performance, taking into consideration the employee's concerns. During this performance trial, if the employees job performance is not satisfactory, the District at its discretion may return the employee to the employee's previous position. The employee may elect to return to the previously held position within ten (10) workdays after assuming the new position. The District may, but is not required to, staff the employee's previous position with a substitute during the probationary period. This substitute assignment is not subject to the limitations in Section 9.8.

Section 9.6.3.
In the event the District elects to interview an applicant for any position represented by the bargaining unit, the District will offer the Association the ability to have one (1) bargaining unit member, within the same classification as defined in Section 1.3, on the interview panel. All interview materials will be shared with the bargaining unit member before the interview. The bargaining unit member on the interview panel will be selected by the hiring administrator who will consider the selectee's seniority, experience, and knowledge relevant to the position being hired for.

Section 9.7.
Employees who change job classification within the bargaining unit will retain their hire dates in the previous classifications for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Section 9.8.
The District will post positions within the bargaining unit for five (5) school district business days as soon as is possible after the District is apprised of the opening, except for emergencies. This procedure does not apply to new or open Transportation routes, the posting of which are governed by Section 18.10. Positions that are specific to a particular district program (e.g., EBD, Preschool, Life Skills) or that are assigned to work with a particular student need not be posted if they change locations with no change in hours, pay or shift times. Postings will not be labeled "District Assigned." The Chapter President(s) or designee will receive copies of all open positions that occur during the summer. When a substitute or substitutes have been assigned to an open position for more than twenty (20) workdays, the vacant position will be posted and filled within an additional twenty (20) workdays unless the District determines that no internal applicants are qualified and reposts the position.

Section 9.9.
In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the District according to layoff ranking by job classification. Such employees will be considered for an opening in the classification held immediately prior to layoff consistent with Section 9.6. Names will remain on the re-employment list for two (2) years.

1. When the District eliminates one or more positions within a classification in circumstances that will require it to lay off one or more members of the PSE bargaining unit, it will lay off that number of employees within the classification who have the least seniority, subject to the provisions of Section 9.6. If the position(s) formerly held by these laid off employees are not positions being eliminated, the District will post these continuing positions as openings, to be filled in accordance with Section 9.8.

2. Under Section 9.12., a position will be considered "substantially equal to that held prior to layoff" if its number of hours per day are within one (1) hour of the hours of the prior position.
3. Any employee who has not been laid off but whose previous position has been eliminated will be notified that his/her prior position has been eliminated and that he/she is entitled to bid within classification and/or apply for any open position(s), along with all other employees. An employee who does not bid for and/or accepts an opening which is available to him/her will be laid off and placed on the re-employment list.

Section 9.10.
Employees on layoff status will file their personal email addresses in writing with the HR office and will thereafter promptly advise the District in writing of any changes.

Section 9.11.
Employees on the reemployment list must notify the District of their interest in a posted position within the posting period in order to be considered for the position. An employee will forfeit rights to re-employment as provided in Section 9.9 if the employee does not comply with the requirements of Section 9.10, or if the employee does not respond to the offer of re-employment within seven (7) calendar days of receipt of offer via phone, direct contact or certified letter.

Section 9.12.
An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.
The District will have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause will be resolved in accordance with the grievance procedure hereinafter provided, if so requested by the employee. At any meeting held between an employee and a supervisor which could result in discipline, the employee will be provided union representation upon request. The employee shall have the right to choose any Association representative or fellow Association member, as long as they are reasonably available, are not a fact witness to the investigation, and such selection does not unnecessarily delay the meeting. If the District has reasons to reprimand an employee, it will normally be done in a manner which will not embarrass the employee before other employees or the public. Both the District and the Association recognize that certain situations may require discipline or reprimand immediately, even though others may be present. The District shall have the right to use progressive discipline with employees. The usual steps in progressive discipline are as follows:

1. Verbal warning (with written documentation).
2. Written reprimand.
3. Suspension without pay or second written reprimand.
4. Termination.

Discipline will be appropriate to the conduct for which it is imposed and steps of discipline may be skipped when the circumstances of the conduct indicate that a lesser form of discipline would not be an appropriate

response or sufficient to correct the behavior. When appropriate, the District may issue a letter of direction, which is not disciplinary, to clarify expectations prior to moving to progressive discipline. When the District's concerns relate to performance rather than misconduct, the District may address the concerns through a performance improvement plan and/or evaluation process instead of discipline. Nothing herein prohibits the District from addressing issues through both evaluation and discipline when employee conduct also impacts job performance.

Section 10.1.1. Plan of Improvement (POI).
The supervisor will describe job-related performance problems in writing to the employee, providing examples and specific descriptions of sub-standard performance. If an employee is demonstrating performance concerns that the supervisor anticipates could lead to termination if not addressed, a POI may be developed. In addition to an explanation of the problem, the supervisor will explain in writing:

A. Performance expectations including what or how much is to be done, and the level of performance.
B. The skill, knowledge and/or practices the employee must acquire and use.
C. Who will monitor improvement.
D. A reasonable timeline established in which to achieve the required change(s).
E. The support that will be provided to help the employee acquire the skills.

The District may elect to use an informal POI before or after an evaluation of performance to help employees acquire skills needed. If it is determined necessary because progress is not being made, a formal POI may be developed to provide extra support to achieve the required changes. This formal POI will be retained in the employee's personnel file. Employees who fail to make the required improvements described through the process outlined above by the end of time period established in the plan, may be subject to termination or non-renewal of employment based on documented performance concerns.

Section 10.2. Notification to Non-Annual Employees.
This Section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months of work per year (excluding vacations).

Section 10.2.1.
Prior to the end of school in June of each year, the District will either issue letters of its intent to rehire non-annual employees or, if the District anticipates a RIF for the following September, letters of layoff to employees so affected.

Section 10.2.2.
Nothing contained herein will be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

Section 10.2.3.
Nothing contained in this Section will in any regard limit the operation of other Sections of this Article.

Section 10.3.
Except in extraordinary cases, the District will give employees two (2) weeks written notice of intention to discharge or layoff employees, and employees will give the District two (2) weeks written notice of intent to resign. Employees who do not give such notice will forfeit any accrued vacation pay.

ARTICLE XI

INSURANCE

Section 11.1. School Employees Benefits Board (SEBB) Insurance.
The District shall provide basic and optional health benefits through SEBB under the Rules and Regulations adopted by SEBB. This information is subject to change by the State and this Section will be construed consistently with SEBB rules, guidance, and State laws. Any disputes on SEBB eligibility shall be addressed through the procedures set by SEBB Appeals Board and not through the grievance procedures of this Agreement.

Section 11.1.1. SEBB Program.
The District will pay the full portion of the employer contribution required by the Health Care Authority (HCA) as agreed upon in the statewide CBA for those employees who meet the eligibility requirements. SEBB will implement the statewide CBA when establishing the employee rates which will be paid to HCA through payroll deduction for the month in which the employee receives benefits. Benefits presently provided by SEBB include, but are not necessarily limited to:

A. Basic Life and Accidental Death and Dismemberment (AD&D) insurance.
B. Basic Long-Term Disability.
C. Vision.
D. Dental.
E. Medical.

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

Section 11.1.2. Dependent Coverage.
Legal spouses, state registered partners, children up to the age of twenty-six (26) (including biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order or divorce decree created a legal obligation to provide support or health care coverage), and children of any age with a developmental or physical handicap who are not capable of self-support, qualify as dependents covered within SEBB programs.

Section 11.1.3. Eligibility.
As further provided in WAC 182-31-040, an employee is eligible to contribute towards SEBB benefits if they are anticipated to work at least six hundred thirty (630) hours per school year. Employees who were not anticipated to work six hundred thirty (630) hours, but in fact work six hundred thirty (630) hours became eligible once they reach six hundred thirty (630) hours. Paid leave hours may count toward the six hundred thirty (630) hours used to determine eligibility for benefits to the extent provided in SEBB/HCA rules.

Section 11.1.4. Enrollment Start.
Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work six hundred thirty (630) hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work six hundred thirty (630) hours or more during the school year and that employee begins on or before the first day of school in September. See WAC 182-31-040 for more rules regarding start of coverage and enrollment.

Section 11.1.5. Continuity of Coverage.
When a new employee to the District was previously employed by a SEBB employer and was eligible for SEBB, that employee will have uninterrupted benefit coverage if they are anticipated to work six hundred thirty (630) hours in a school year and meets eligibility criteria during the school year. The employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility. When a regularly contracted employee reaches or is anticipated to reach six hundred thirty (630) hours in a school contract year, the employee will not be denied insurance for the duration of the contract year, provided the employee remains employed and eligible for coverage under SEBB rules.

Section 11.1.6. Benefit Termination/End.
An employee terminating employment is entitled to continuing SEBB benefit coverage for the remainder of the calendar month in which they terminate. In cases where separation occurs after completion of full contract obligation (i.e., the end of the student year in June) SEBB benefit coverage continues until August 31st. The District will notify the Association of any exception to this (see WAC 182-31-050). Upon request, the District will provide information to the Association related to eligible and ineligible employees. With proof of insurance, an eligible employee may decline coverage through SEBB and therefore have no payments or premiums deducted from their paychecks for this purpose.

Section 11.1.7. Legislative Changes/Conformity to the Law.
If the Washington State Legislature or HCA changes SEBB provisions to allow for changes in employer contributions toward elective benefits or changes in medical coverage either party can reopen Section 11 for negotiation over the changes to the extent allowed by law. This Section will be construed consistently with State laws and SEBB guidelines.

Section 11.2.
The District will provide tort liability coverage for all employees subject to this Agreement, provided such employee, at the time of the act or omission complained of was acting in good faith within the scope of their employment, or under the direction of the District, and was not guilty of gross negligence or intentional tort in such act or failure to act.

Section 11.3.
The District will make required contributions for industrial insurance on behalf of all employees subject to this Agreement. If an employee is covered by industrial insurance, the employee may have the option of coordinating sick leave benefits and industrial insurance benefits. Such coordination will not result in a higher level of compensation than the employee's regular salary.

Section 11.4.
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District will report all hours worked, whether straight time or overtime.

Section 11.5.
All employees subject to this Agreement will be entitled to participate in a tax-sheltered annuity plan. On receipt of a written authorization by an employee, the District will make the requisite withholding adjustments and deductions from the employee's salary, subject to the District's administrative bookkeeping capacity.

Section 11.6.
If the District convenes a labor/management committee to discuss health care options, the Association will have the opportunity to be represented on the committee.

ARTICLE XII

VOCATIONAL TRAINING

Section 12.1.
The District will provide a training fund in the amount of seven thousand five hundred dollars ($7,500) yearly, for the purpose of providing in-service training programs that are designed to improve the job skills and safety of the bargaining unit. In August of each year, the balance of this training fund will be rolled over into the following year for a maximum of one (1) year, with the total balance not to exceed fifteen thousand dollars ($15,000). If an employee needs a substitute to access training, then this fund can also pay for such substitute. The substitute will be covered first in this instance before funds are paid to cover any other costs. If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expenses, maintenance expenses and materials required for such attendance. Unsuccessful completion of classes or workshops will result in reimbursement to the District by said employee. The District shall not utilize any monies in this fund for mandatory trainings. Such application must be approved by the employee's supervisor, the Chapter President(s) or designee and final approval will be granted by the Superintendent or designee.

Section 12.1.1.
Employees attending training courses or seminars requested by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time the employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition will be paid by the District. District approval will be based upon the value of the training to the District and

availability of funds. If the District requires attendance of the employee, regular salary rates will be paid for attendance.

Section 12.2.
Such funds may be utilized for the following purposes:

Section 12.2.1.
Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses within the State of Washington.

Section 12.2.2.
Expenses for materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

Section 12.2.3.
Purchase of recognized vocational courses from District approved local, state or national institutes which are of benefit to the District and employee subject to this Agreement.

Section 12.2.4.
Employees attending training courses required by the District (including First Aid, Cardiopulmonary Resuscitation (CPR), other health related courses, safety meetings, department meetings, maintenance and custodial workshops) will be compensated at their appropriate pay rate. Fees, tuition, and mileage reimbursement (from employee's work site to training site and return to work site) for courses not held in a district facility will be paid by the District. Employees required by State or Federal regulation or by the District, as a condition of initial employment, to become certified or examined or re-certified or re-examined in any fashion will not be eligible for such benefits but will be expected to complete any such courses or training at their own expense. For all training courses funded by the District, the District reserves the right to direct the scope, location, and/or facilities to be utilized pursuant to this Section.

Section 12.3. Professional Development Fund.
The District will budget five thousand dollars ($5,000) annually for a Professional Development fund. Employees may request to have membership or training fees paid by the District, up to five hundred dollars ($500) per year, per employee. In August of each year, the balance of this training fund will be rolled over into the following year for a maximum of one (1) year, with the total balance not to exceed ten thousand dollars ($10,000). The Assistant Superintendent of Human Resources and Operations or designee and Chapter President(s) or designee will meet monthly to jointly review employee requests. Bus Drivers and LPNs may access this fund for reimbursement of applicable license \ renewal fees.

A R T I C L E X I I I

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1. Membership.
The District and PSE/SEIU1948 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

PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union membership and respect all employees' decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU1948 upon employment with the District in the bargaining unit.

Section 13.2. Membership Rescission.
Association members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to the PSE/SEIU1948, following the Constitution and Bylaws, and any and all relevant conditions, Policies and Procedures. Providing such conditions have been met, PSE/SEIU1948 shall inform the District of the employee's non-member status consistent with Section 4.2.1.

Section 13.3. Dues and Checkoff.
PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU1948, 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 standard paper form, voice authorization or by E-signature. PSE/SEIU1948 will provide a list of those members who have agreed to union membership. In addition, upon request, PSE/SEIU1948 will grant access to the District to the .wav files associated with the voice authorization. PSE/SEIU1948 will be the custodian of the records related to voice/E-signature authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records. The District shall deduct association dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of PSE of Washington on a monthly basis.

Section 13.3.1. Local PSE Chapter Dues.
The District shall deduct local dues monthly as established by the Association's Local Chapter and remit the same to the Treasurer of the Chapter.

Section 13.4. Hold Harmless.
The Association will indemnify, defend and hold harmless the District against any claims, suits, and/or judgments against the District on account of check-off of association dues or voluntary political contributions.

Section 13.5.
The Association will inform the new hire of the terms and conditions of Article 13 after notification of hire.

Section 13.6. Political Action Committee.
The District will, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of each bargaining unit employee, the amount of contribution the employee voluntarily chooses for deductions for political purposes and will transmit the same to the Association on a check separate from the Association dues transmittal check. Section 13.4 of the CBA will apply to these deductions. The employee may revoke the request at any time. At least annually, the employee will be notified about the right to revoke the request.

Section 13.7. Agency Fee Restoration Contingency.
In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or equivalent fee as a condition of employment, the Association and the District agree to bargain the effect of any such decision upon request.

Within twenty-one (21) business days from an employee's hire date the District will provide an editable digital file format to the Association's designated representative and membership@pseofwa.org containing all employee information retained in the District's records. Separately, every one hundred twenty (120) business days, for all employees covered under the Association's collective bargaining unit, the District will provide an editable digital file format to the Association's designated representative and membership@pseofwa.org containing all employee information retained in the District's records. The District will report substitutes only when they have met eligibility requirements and provide the date the employee became eligible. The information reported will include:

A. The employee's name and date of hire.
B. The employee's contact information, including:

1. Cellular, home, and work telephone numbers.
2. Work and personal email addresses.
3. Home address or personal mailing address.

C. The employee's job title.
D. Employee ID or unique identifier.
E. Rate of pay for work performed under the CBA.
F. Primary work site location or duty station.
G. FTE
H. Workdays per Year
I. Hours per Day

The District will remain compliant with all applicable laws relating to employee information.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 14.1. Purpose.
The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort will be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances will be scheduled at mutually agreeable times.

Section 14.1.1. Definitions.
A. Grievant: An employee, or in the case of the union's contractual rights, the Association.
B. Grievance: A dispute involving the interpretation or application of the specific terms of this Agreement.
C. Days: Normal district office workdays. The District agrees to provide the Association with a schedule of office closures during all school breaks. Extensions may be provided to accommodate both schedules.

Section 14.1.2. Mediation.
The parties may mutually agree to depart from the grievance process at any time in order to resolve the dispute through mediation. In the event agreement is not reached through mediation, the grievance process will resume without prejudice to either party.

Section 14.1.3. Timelines.
Grievances will be processed in the following manner and within the stated time limits. Time limits will be calculated commencing on the day after the event or occurrence triggering the running of the time limit. Time limits provided in this procedure may be extended only by mutual written agreement. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits will permit the grievant to lodge an appeal at the next step of this procedure. Failure on the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 14.1.4. Representation.
The grievant may waive union involvement in the procedures at any step. If the grievant elects not to have Association representation, the Association will have the opportunity to be present at the adjustment of the grievance and to make its views known or will receive the same written responses provided to the grievant.

Section 14.2. Process.

Section 14.2.1. Step 1. Informal Level. Informal Submission of Grievance to Supervisor.
Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee will attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor will respond informally within ten (10) days of the employee's presentation. The informal presentation and response at this level may be oral or written.

Section 14.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.
If the grievance is not resolved informally, it will be reduced to writing by the employee who will submit it to the immediate supervisor within twenty (20) days after the employee's informal submission of the grievance at Step 1. The written grievance will contain the following:

A. A statement of the alleged grievance including the facts upon which the grievance is based.
B. Reference to the specific terms of the agreement which have been allegedly violated.
C. Remedy sought.

In presenting the grievance, employees may elect to represent themselves and/or be accompanied by a representative of the Association. The immediate supervisor will inform the employee and the Association in writing of the disposition of the grievance within ten (10) days of the presentation of the grievance.

Section 14.2.3. Step 3. Superintendent Level. Written Submission of Grievance to the Superintendent.

A. Individual Grievance
If the grievance is not settled at Step 2 and the Association believes the grievance to be valid, a written statement of grievance will be submitted within ten (10) workdays to the Superintendent or designee. The Superintendent or designee will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Association, within ten (10) days of receipt of the grievance.

B. Union Grievances
A grievance which the Association may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to union rights, will be commenced by filing in writing (in the format of Step 2 above) with the Superintendent or designee. Such filing will be within ten (10) days following the occurrence of the event giving rise to the grievance or ten (10) days after the event is known or reasonably should have been known. The Superintendent or designee and the Association will have ten (10) days from the receipt of the grievance to resolve it.

Section 14.2.4. Step 4. Arbitration.

If no settlement is reached in Step 3, the Association may request that the matter be submitted to an arbiter as hereinafter provided:

A. Written notice of a request for arbitration will be made to the Superintendent or designee within twenty (20) days of receipt of the disposition letter at Step 3.
B. Arbitration will be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.
C. When a timely request has been made for arbitration, the parties will attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below will apply to the selection of an arbiter.
D. In the event an arbiter is not agreed upon as provided in paragraph (c), above, the parties will jointly request the American Arbitration Association (AAA) to submit a panel of nine (9) arbiters who reside and practice in Washington or Oregon. Such request will state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties will each independently strike from the list those unacceptable arbiters and will rank, in order of preference, the remaining arbiters.
E. The parties will then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number will be the arbiter. In the event of a tie between two or more arbiters, a single arbiter will be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, will have the right to strike a name from the panel until only one (1) name remains. The remaining person will be the arbiter. The right to strike the first name from the panel will be determined by lot.
F. In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the AAA, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.
G. Arbitration proceedings will be in accordance with the following:

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbiter will hear and accept pertinent evidence submitted by both parties and will be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and will render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
3. The arbiter will be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration, which decision will be final and binding on both parties.
4. The arbiter will rule only on the basis of information presented at the hearing and will refuse to receive any information after the hearing except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony will be limited to the matters set forth in the written statement of grievance.
6. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, will be confined to and directed at the matters set forth in the grievance.
7. Each party will pay any compensation and expenses relating to its own witnesses or representatives.
8. The arbiter will specify in the award that the District or the Association, whichever is ruled against by the arbiter, will pay the compensation of the arbiter including necessary expenses.
9. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (½) of the stenographic cost.

Section 14.3. Binding Effect of Award.

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

Section 14.3.1. Limits of the Arbiter.

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

Section 14.3.2. No Duty to Maintain Status Quo.

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

Section 14.3.3. Freedom from Reprisal.

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

ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1.
When any employee leaves any school district within Washington State and commences employment within this District, the employee will retain the same leave benefits and other benefits that the employee had in the previous position. If this District has a different system for computing leave benefits and other benefits, the employee will be granted the same leave benefits and other benefits as an employee in this District who has similar occupational status and total years of service. Seniority rights will not be transferred in any manner. Longevity rights (the number of years of service in a position) will be fully transferable (for placement on salary schedule, vacation schedule, etc.) and will be considered as "other benefits". An employee who leaves employment with this District and returns will be treated in the same manner as above.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.
Employees will be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 16.2.
Salaries contained in Schedule A will be for the entire term of this Agreement, subject to the terms and conditions of Sections 16.2.1, 16.2.2, and 16.2.3.

Section 16.2.1. Inflationary Adjustment.
For each school year of the contract, all steps on Schedule A will be increased by the state-funded inflationary adjustment, if any, applicable to all classified employees, without deducting increments, effective on September 1st of each school year or immediately on receipt if later than September 1st.

Section 16.2.2. Additional Wage Increases.
Prior to implementing the inflationary adjustment, the District will implement any additional increases first. When implementing wage increases, the District will apply the increase to the base wage rate Step 1 for the position in question. The increase will then be calculated for the remaining steps by increasing the wage rate from the prior step by a factor of two percent (2%), thereby maintaining a consistent increment of two percent (2%) between steps for a given position. The following increases will be applied in addition to the state-funded inflationary adjustment referenced in Section 16.2.1 to Schedule A during the term of this Agreement:

2026-27: Increase all positions on Schedule A by 1.5%
2027-28: Increase all positions on Schedule A by 1.0%
2028-29: Increase all positions on Schedule A by 1.25%

Section 16.3.
Retroactive pay (if applicable) will be paid as soon as possible, but in no event later than the second regular payday following execution of this Agreement. In the case of retroactive pay resulting from negotiations pursuant to Article XVII, Section 17.1, such retroactive pay will be paid on the first regular payday following agreement on such schedule, if possible and in any case not later than the second regular payday.

Section 16.4.
Incremental steps, where applicable, shall take effect on the first workday of each school year during the term of this Agreement; provided the employee has been continuously employed for at least one half (½) of the previous employment year. An employment year shall be defined as the number of paid days, (including recognized holidays), for the position during the school year. For this Section only, a school year will be defined as September 1st through August 31st.

Section 16.5. Longevity.
In addition to the increment steps set forth on Schedule A to this Agreement, employees will receive the following longevity bonuses based on their continuous years of total service within the bargaining unit:

12 years:	$0.25 per hour
15 years:	$0.50 per hour
20 years:	$1.00 per hour
25 years:	$1.50 per hour

Longevity credit shall be allocated as per incremental steps in Section 16.4.

Section 16.6.
Any employee who changes job positions within classifications will receive full longevity credit regarding step placement on Schedule A. If an employee moves to a higher paying classification, the employee will be placed on the appropriate step to ensure a salary increase.

Section 16.7.
For the purpose of calculating daily hours, employees will be compensated for the time worked. There will be no rounding up or rounding down to the next quarter hour.

Section 16.8.
Employees authorized to drive personal vehicles from one school building to another in the course of their work will receive a mileage allowance equal to the rate recognized by the Internal Revenue Service for reimbursement purposes. The same allowance will be paid for authorized use of personal cars for out-of-district travel.

Section 16.9.
Employees required to remain overnight on District business will be reimbursed for reasonable room and board.

Section 16.10.
Employees hired after September 1, 1995 may be required by the District to receive their monthly paychecks via electronic deposit.

Section 16.11. Clothing and Tool Stipend.
The District will pay an annual stipend of seven hundred dollars ($700) per year to Grounds and Maintenance employees for coveralls, boots, or other required work gear. Custodial and Warehouse employees will receive an annual stipend of four hundred dollars ($400) for appropriate work gear to perform their job. Mechanics will receive an annual clothing and tool stipend of one thousand two hundred dollars ($1,200). LPNs shall receive an annual clothing stipend of three hundred dollars ($300). Stipends for current employees will be paid no later than the October pay warrant. Stipends for new hires will be paid on the first pay warrant following the employee's completion of ninety (90) workdays of District employment.

Section 16.12. Early Notification of Retirement Benefit.
Employees that have served the District for twenty (20)+ years and are retirement eligible, and who notify the District at least four (4) months prior to the date of which they intend to retire shall receive a one (1) time payment equal to two percent (2%) of their regular annual compensation, exclusive of overtime and extra hours, as reflected on the employee's Salary Calculation Sheet from the most recent full fiscal year.

Section 16.13. Overpayment.
When the District determines that an employee was overpaid wages, including any leaves or vacation benefits or other remuneration provided or advanced to the employee under this Agreement, the District shall provide written notice to the employee both in person and over available email of the overpayment to the employee and the Association. The District will also call the employee on their personal phone to notify them of the overpayment if the District has a personal phone number on file. The notice shall include the amount of the overpayment, the basis for the claim, and the rights of the employee under this Agreement. Employees will have seven (7) business days to respond in writing before the District may take unilateral action to recover the debt, as provided below. Any dispute relating to the occurrence or amount of the overpayment shall be resolved using the grievance procedures contained in this Agreement.

The District and employee shall first make every reasonable effort to determine a mutually agreeable and reasonable timeline for repayment. Repayment shall ordinarily occur within the work year in which the overpayment was discovered, with repayments divided evenly among the remaining pay periods. A longer repayment period will be considered when the amount of the debt warrants and provided there are reasonable assurances that the employee will continue employment with the District the following year.

Fourteen (14) calendar days after notice is provided to the employee, if the District and employee are unable to agree to a repayment plan, the District may initiate repayments. However, the District may not take more than fifteen (15) percent of the employee's monthly wages or one-sixth (1/6) the overpayment debt, whichever dollar amount is smaller.

Unless otherwise mutually agreed upon by the District and the employee, deductions of wages may begin on the first paycheck available, provided the District has satisfied the notice requirements discussed above. Such deductions shall continue until the overpayment is recouped.

Should the employee separate from District employment before an overpayment debt is paid, the District has the right to retain up to the entire net proceeds of the employee's final regular paycheck as a credit toward

the unpaid balance of the overpayment in question. However, in the event an employee has initiated repayment prior to separation, the District and the employee may agree to set up a post-separation repayment plan in lieu of the District retaining the entire net proceeds of the employee's final regular paycheck.

The District is obligated by law to protect public funds and retains the right to seek other legal remedies, including filing a legal claim for debts owed, should any retained or repaid amounts not be sufficient to fully satisfy an employee's outstanding repayment obligation.

Section 16.14. After School Activities and Intramurals.
In the event a classified employee is engaged in District athletics, clubs, and co-curricular activities, the employee will be compensated at their regular hourly rate of pay. No employee will be required to participate in such activities and may accept or decline such assignments at their sole discretion. All time worked in such activities shall be recorded and submitted weekly by the employee to the appropriate administrator.

Section 16.15. Retire/Rehire.
An employee who has retired from the District, is receiving a pension from a State of Washington Department of Retirement System plan and returns to work for the District as a substitute employee within the same classification shall be compensated at the hourly rate on Schedule A appropriate for their years of service, but excluding longevity steps. Retired employees substituting in other classifications will receive normal substitute wages.

A R T I C L E X V I I

TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.
The term of this Agreement will be September 1, 2026 – August 31, 2029.

Section 17.2.
All provisions of this Agreement will be applicable as mutually agreed upon by the parties in this Agreement. This Agreement may be reopened and modified at any time during the term of this Agreement only upon mutual consent of the parties in writing.

Section 17.3.
In the event of a substantial increase or decrease in State or Federal funding, either party may reopen economic provisions of this Agreement.

Section 17.4.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement will not be affected thereby.

Section 17.5.
Neither party will be compelled to comply with any provision of this Agreement which conflicts with State or Federal Statutes or Regulations promulgated pursuant thereto.

Section 17.6.
In the event either Section 17.4 or 17.5 apply to any provision of this Agreement, such consideration for reopening will be in accordance with the terms of Section 17.2.

ARTICLE XVIII

TRANSPORTATION

Section 18.1. Transportation.
Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts will be established in the Transportation classification in relation to routes and driving time requisite to fulfilling tasks as assigned by the Transportation Director.

Section 18.2. Pre-Trip.
Bus drivers will receive pay for fifteen (15) minutes per run that requires a full pre-trip, including air brake pump down, per day, per assigned bus, and an additional ten (10) minutes per additional run, per day, for the purpose of completing pre-trip tasks as required by WAC 392.145.041 for warm-up, and operational checks, in addition to the actual hours of driving time.

Section 18.3. Post-Trip.
In establishing route time, a ten (10) minute post-trip will be added to drive time, to allow time for drivers to perform post-trip duties as assigned by the supervisor. Each driver will clock out promptly after completion of their assignment(s). If the driver falls behind schedule, the driver will promptly notify the Transportation Director or designee of the delay. When possible, interior cleaning should be done during layover. Checking lights, tires, damage, looking for lost items and sweeping of buses will occur after each run with a minimum of ten (10) minutes to complete said tasks. Trash will be emptied and battery switch turned off at the end of each day. If more extreme cleaning is needed than can be accomplished within the ten (10) minutes, prior approval is needed from the Transportation Director or designee.

Section 18.4.
Each bus driver will report for work at a time designated by the District. Reporting time for each route will be posted when routes are established by the District, consistent with Sections 18.8 and 18.9. Pre-trip/post-trip bus inspections and bus interior clean-up will be completed within the limits of each driver's clock-in and targeted clock-out time.

Section 18.5. Clock in/Clock out.
Each driver will clock in on the time clock at the reporting time as designated by the District. Designated clock-in time will be at least the time allotted for pre-trip tasks as defined in Section 18.2 before scheduled departure time. Each driver will clock out at their designated targeted clock-out time.

Section 18.6. Driving Schedules and Assignments.
Driving time will commence with the departure from the bus yard and will conclude upon arrival at the bus yard for bus drivers and bus monitors. If there are thirty (30) minutes or less between assignments, the basic salary rate will continue uninterrupted for bus drivers and bus monitors. If there are more than thirty (30) minutes between assignments, the base hourly rate will cease at the conclusion of the assignment, providing the assignment ends at the bus yard, and will commence at the beginning of the next assignment

for bus drivers and bus monitors. All assignments will begin and end at the bus yard. A normal regular work shift or workday for bus drivers will be defined as that shift or day in which they are driving their regular route, mid-day route, shuttle, transfer and/or fuel and clean the same time day after day. A normal regular work shift or workday for bus monitors will be defined as that shift or day in which they have boarded the bus for a regular route, mid-day route, and/or transfer the same time day after day. Transportation Employees attending staff meetings will be paid for all time for attending staff meetings. For continuation of pay purposes only, Staff meetings shall be considered an assignment applicable to the continuation of the basic salary rate herein provided for an assignment commencing within thirty (30) minutes or less of the previous assignment. Only employees, classified as bus drivers, meeting State requirements for a school bus driver, will be used to drive regularly scheduled runs or school buses (school buses defined as any vehicle used to transport school children having a capacity of twelve [12] or more people) unless an emergency should arise requiring the use of other qualified drivers, as determined by the District. An exception to these requirements is the use of the NJROTC bus.

Section 18.7. Routes.

A. A regular route is defined as a route transporting students to and/or from home in the AM and PM on a regularly scheduled workday.
B. A mid-day route is defined as a route transporting students to and/or from home in the middle of the school day.
C. A shuttle route is defined as a run transporting students between schools and/or learning centers within school hours.
D. A transfer route is defined as a run that carries students who board one bus at their original home bus stop location and then transfer to another bus en route to their school destination and return. Upon approval of the Transportation Director, a driver may choose to not continue driving a transfer run at any time. When this occurs, the next most senior available driver who wants such transfer run will then take the run for the remainder of the school year. For purposes of bidding under Section 18.9 D, transfer runs are considered to be separate entities.
E. "Fuel and clean" is defined as a separately bid work opportunity for employees to fuel and clean the exterior of district buses. The District may post fuel and clean work based on District need, or individual drivers of small buses may be assigned to clean their own buses as part of the posted route.

Section 18.8. Publishing Routes.

The Transportation Director will publish as early in the school year as practicable, before September 27th, the District plan for transportation in support of the regular school curriculum. The District plan will include the following minimum information; route(s) to be driven, pick-up and delivery times, stops, and driving time(s) for each route.

Section 18.9. Bidding Process.

A. The Transportation Director will assign routes temporarily as necessary to begin the school year. Subject to the provisions of B and C below, drivers will be assigned their regular routes. Subject to the provisions of Section 18.8, drivers will bid on transfers, mid-day routes, shuttles, fuel and clean for the year by seniority.
B. A regular route that is substantially unchanged from one year to the next may, at the driver's option, be maintained by the driver assigned it the previous year, unless the Transportation Director determines that a reassignment should be made in the best interests of the District. A substantial change is defined as more than one (1) hour difference in total time per day. If the Transportation Director makes such a determination, the specific reasons for the change will be

put in writing upon the request of the affected employee. When such a change is made, the affected driver will be reassigned to another route on the basis of seniority.

C. If no driver requests special education routes, or if in the judgment of the Transportation Director, drivers who request such routes are not qualified, the Transportation Director has the discretion to assign such routes. If affected employee(s) request written rationale for being found to be not qualified for such routes, the Transportation Director will provide the employee with such written rationale.

D. After regular routes have been assigned, mid-day routes will be assigned per seniority starting with the most senior available driver until all mid-day routes have been assigned. After mid-day routes have been assigned, transfer runs will be assigned per seniority starting with the most senior available driver. It is understood that transfer runs in the AM, PM, and mid-day may be assigned to the most senior driver at that location not working at that time.

E. A second bid for mid-day and routes newly established during the current school year based on routing software and actual time will occur on or before September 27th. In determining actual time, the District will consider driver input received within two (2) weeks of the original route assignment.

F. If regular drivers are ill or absent for other reasons, regular drivers who are available will receive such "extra assignments." Such assignment will be on a seniority basis starting with the most senior available driver.

G. Trip Driver(s), if not already assigned to an extra trip, may be assigned by the Transportation Director to drive for regular drivers who are ill or absent for other reasons. Bus drivers are inherently qualified as bus monitors and their seniority as a bus monitor shall be based on their hire date as a bus driver. If there are additional requirements for bus monitors incorporated, drivers will become automatically qualified upon completion of any necessary additional requirements and will retain their seniority based on hire date. Bus drivers will be allowed to bid on bus monitor positions according to seniority.

Section 18.10. New Assignments and Open Routes.

A. New assignments will be defined as any work or time that has not been assigned to a driver before.

B. Open routes will be defined as a route that has become vacant and which the District decides to continue.

C. New assignments and/or open routes will be open to bid and posted only in the Transportation Department. The most senior driver to bid will be awarded the new assignment and/or open route until all drivers currently hired have a route assigned.

Section 18.11. Route Changes.

Route assignments will not be changed during the year, except in the best interests of the District as determined by the Transportation Director. In the event that the Transportation Director determines that an assignment should be changed during the year, the reasons for the change will be put in writing with copies delivered to the affected drivers who request such written documentation. In the event such changes are made, seniority as described above, will apply.

Section 18.12. Trips.

A. All other transportation activities will be considered trips. Trips two (2) hours or less per day that occur more than once per week, will be considered one (1) trip (e.g., activity runs, bowling, swimming, etc.).

B. Drivers will not be considered eligible for trip assignments if it requires the District to pay overtime. Drivers may not forfeit a portion of their regular daily route or assignment in order to qualify for trips (except for the portion that conflicts with the trip itself). Drivers are responsible to keep track of their hours to avoid going into overtime.

C. In the event that signing up for an extra trip would put all regular drivers into overtime, the Transportation Director will notify the substitute drivers of the availability of an extra trip. If all substitute drivers turn down the trip, then the trip will be offered to the driver who will incur the least amount of overtime pay. In the event two or more drivers would be eligible, the trip will first be offered to the most senior of those eligible. Trip offering will continue to the next driver or drivers who will incur the least overtime.

D. Drivers on the trip list will be offered late postings in seniority order, always starting with the most senior driver on the trip list, provided the late trip does not conflict with the driver's existing assignments and provided the driver does not go into overtime.

E. Whenever possible trips will be bid in weekly blocks and will be posted at least one (1) week in advance.

F. Drivers will sign up for trips by first, second, and third choice. The trips will be assigned by choice (first, second and third), number of previous trips taken and seniority. If a driver turns down a trip for any reason, that driver will not be eligible for another trip until the next list of trips is posted.

G. An event shuttle does not count as a trip. It is an extra run needed to take students to and/or from District events within school hours. Event shuttles will be assigned to the most senior eligible driver.

Section 18.13. Random Drug Testing.

Random drug testing for bus drivers will be guided by the following concepts:

A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol dependency and of their immediate intent to enter a licensed treatment program will be granted leave without pay. The notification of intent to enter a licensed treatment program must occur prior to any notification of the need for a drug test. Procedures for reinstatement of driving duties will be applied uniformly and consistently.

B. Employees will not be required to undergo testing on a workday.

C. All costs involved in any District testing and evaluation procedures will be borne by the District.

D. Employees required to undergo testing will be given the opportunity by the District to review testing policies and procedures prior to the time of testing.

E. Testing results, including the fact that an employee is tested, will remain confidential. Any written materials or information associated with such testing will be retained in a secure confidential file to which only the Superintendent or designee will have access.

F. Employees will be placed on paid leave of absence during any period they are off work due to testing or evaluation requirements or results and prior to a final determination of employment status.

G. Any driver with a confirmed positive test will be suspended with pay pending an investigation. A confirmed positive drug test will result in termination of employment. Failure of a split test will result in termination of employment.

Section 18.14.

Drivers who meet the qualifications for a driver trainer will be paid the appropriate Schedule A rate for time spent training new bus drivers.

Section 18.15.
Regular drivers will not be assigned trips that conflict with their regular routes during the first two (2) weeks of the school year.

Section 18.16.
Bus Drivers attending the District-provided State in-service will be compensated up to four (4) hours at their regular rate and bus drivers attending state-required First Aid training will be compensated up to eight (8) hours at their regular rate.

Section 18.17. Use of Video Cameras/GPS Systems.
Video cameras/GPS systems on school buses are a tool to assist the driver in monitoring students on the bus, assist transportation staff with route information and emergency response management. All buses where cameras/GPS systems are utilized will have signs notifying riders/drivers that video cameras/GPS systems may be in use. It is understood that bus video recordings/GPS system data are subject to disclosure as public records and as such may be viewed by anyone at any time and may be used like any other evidence in cases involving safety concerns or employee discipline.

However, bus videos/GPS system data will not be reviewed randomly by supervisors or used to monitor employee performance except in response to a specific concern regarding the employee, or with prior approval of the employee and the Association. If a recording is viewed by authorized District personnel, the assigned bus driver depicted will be notified and afforded an opportunity to view the relevant portion of the recording or participate in the initial viewing. Records will be kept by the Transportation Department regarding: date of removal of recording(s) from the bus, bus number, driver name, Transportation Director, individuals viewing the recording, and action taken as a result of the viewing. The video recording will be pulled and logged by a bus mechanic, or a bus driver as designated by the Transportation Director, upon request of the driver or the Transportation Director. GPS system data will be pulled and logged upon request of the driver or the Transportation Director. Any time a video recording is to be used to support employee disciplinary action; the recording will be kept on file for as long as deemed necessary by the District, but no longer than the discipline remains in the employee's file.

Section 18.18. Reimbursement for Physicals.
The District will arrange for approved medical providers to directly bill the District for the cost of job-related physicals for the renewal of employees' CDL. At the employee's option, the District will reimburse the out-of-pocket cost of required physicals for transportation employees, not to exceed one hundred and fifty dollars ($150). It will be the sole responsibility of individual employees to bring in their receipts for reimbursement if they choose this option.

Section 18.19. Call Out Pay for Bus Drivers.
The following will constitute a minimum two (2) hour call in and will be paid accordingly:

A. Any assignment outside the driver's regular route and outside the thirty (30) minute window of any other assignment as per Section 18.6.
B. Any failure of notification for a cancelled trip or route.
C. All summer school routes (applies to each AM and PM).
D. Scheduled and nonscheduled trips which will be awarded to regular drivers on a seniority basis.
E. Driving any new routes (AM, mid-day, or PM) until the route is bid and awarded.
F. Any seniority bypass resulting in missed driving opportunities.

Should said assignment be less than two (2) hours, the District reserves the right to direct the employee's work for the balance of the two (2) hours. Should a driver decline to work for the balance of the two (2) hours, the driver will be paid for drive time only. Should a driver be bypassed despite being the most senior driver, the driver will not have to work the two (2) hours to receive the two (2) hour call in pay.

Section 18.20. Student Pick-up and Drop-off Locations.
The District will seek input from the Driver Trainer or designee on changes to student pick-up and drop-off locations. Input shall ordinarily be sought prior to a change. However, in emergencies or similar events requiring immediate changes, the District will seek input from the Driver Trainer as soon as practicable. District decisions regarding student pick-up and drop-off are not subject to the grievance procedures contained in this Agreement.

Section 18.21. Mechanic Emergency Call Back Pay.
Should a mechanic be called back to address or assist with a transportation emergency outside of their normal scheduled daily shift, the employee will be compensated at the rate of twice the employee's base pay for all hours worked outside of their normal scheduled daily shift to address the transportation emergency. A transportation emergency shall ordinarily mean a call back to perform work that same day that cannot be delayed due to student safety or other student concerns.

Section 18.23. Use of Van Fleet.
The District is committed to using the District fleet and District drivers whenever feasible. All trips that require a bus, as per the conditions below, must be posted for open bid to all bus drivers for five (5) workdays. Should a trip of unforeseen nature need to be posted for less than five (5) workdays, it will still be posted for an open bid.

Employees may use District vehicles to transport students to special events when the employee is in full compliance with federal and state rules and regulations and District policies and procedures. A school may use up to two (2) vans at a time to transport ten (10) or fewer students for student-related activities with the exceptions stated below.

If more than ten (10) students are on a trip, then a bus will be scheduled for the trip unless the use of additional vans is agreed to by the Association transportation trustee. Should a third van be utilized, it will be driven by a PSE represented bus driver unless otherwise agreed to by the Association Transportation Trustee and the Transportation Director.

ARTICLE XIX

PARAEDUCATORS

19.1. Paraeducator Definition.
A paraeducator is a classified employee who works under the supervision of a certificated or licensed staff member to support and assist in providing instructional and other services to students and their families. Life Skills/Choices and Hand-in-Hand/Access Paraeducators are those working in positions identified by the District as having heightened responsibility due to working with medically fragile students, students with behavioral issues or other special needs requiring them to be served in Life Skills, Choices, Hand-in-

Hand, or Access classrooms. They must be minimally trained in approved de-escalation and restraint and receive First Aid and CPR certification on an as-needed basis.

Section 19.2. Paraeducator Training Requirements.

All Paraeducators must meet the minimum requirements of WAC 179-03-020. Paraeducators shall complete the State mandated Fundamental Course of Study (FCS) and General Paraeducator Certificate according to the schedule determined by the State. The District will provide clock hours annually to all staff during the school year for which State funding is appropriated specifically for the purposes of this Section and only for the number of days that are funded by the appropriation.

A. FCS Training:

FCS is twenty-eight (28) hours of training that covers paraeducator standards of practice as defined in WAC 179-09-050. The District will implement this Section only in school years for which State funding is appropriated specifically for the purposes of this Section and only for the number of days that are funded by the appropriation. Upon completion of FCS, the paraeducator shall notify HR and will receive a completion certificate (clock hours). Paraeducators that fail to complete mandatory training by published due dates may be subject to disciplinary action.

B. General Paraeducator Certificate:

Seventy (70) additional clock hours (beyond the twenty-eight [28] completed for the FCS) to help improve instructional practices. The District will implement this Section only in school years for which State funding is appropriated specifically for the purposes of this Section and only for the number of days that are funded by the appropriation.

C. First Aid/CPR (As Needed & Biannually Thereafter):

For Paraeducators who are required by the District to maintain First Aid/CPR certification:

1. The District will provide First Aid/CPR certification courses every year for staff to attend, as needed.
2. Certification will need to be renewed every two (2) years, or as required by law.
3. The employee is responsible for providing a copy of their First Aid/CPR card to HR.
4. Hours will be recorded as extra time.
5. Paraeducators that fail to complete mandatory training by published due dates may be subject to disciplinary action.

19.3. Paraeducators Specialized Duty Pay.

Paraeducators working in Life Skills, Choices, Hand-in-Hand, and Access classrooms will receive an additional one dollar ($1.00) per hour.

19.4. Work Schedule.

Employees must receive a written schedule showing lunch periods and breaks.

19.5. Communication/Equipment.

The District will provide effective communication devices such as walkie talkies or other equipment when necessary to minimize risk of injury to employees or to ensure the safety of students. Paraeducators shall be provided access to technology as needed to receive information from the District.

19.6. Paraeducator Safety.

Behavior intervention plans are intended to support students and help them learn appropriate behaviors so they may participate fully in their education. The District shall continue to minimize the risk of injury to employees from students who engage in potentially dangerous behaviors by:

A. Sharing all relevant information (that which is necessary for employees to provide effective services to students and to maintain safety for themselves, other employees, or students) with employees regarding students they directly work with who are on behavior intervention plans to the full extent permitted by law;

B. Encouraging employees to file incident and exposure reports when students engage in behaviors that lead to injuries or exposure to bodily fluids;

C. Providing timely training to employees serving students who are on behavior intervention plans and;

D. Encouraging the timely development of appropriate intervention plans and strategies based on an analysis of a student's behavior.

19.7. Safety Training.

The District shall provide regular training in areas of safety, de-escalation and other related topics to employees. Training required for the specific position or assignment will be listed in the posting for the position or otherwise communicated to applicants. The District will prioritize the training necessary to protect students and staff in a timely way to assure that staff can appropriately meet the needs of students and be safe in the assignment.

19.8. Confidential Student Information.

Employees have a responsibility to familiarize themselves with and follow all applicable State and Federal privacy laws and regulations regarding confidentiality of student and parent information, including but not limited to any information contained in a student's Individualized Education Program, Behavior Intervention Plan and/or 504 Plan. Failure to keep such information confidential may result in disciplinary action.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

OAK HARBOR CHAPTER #821

BY: _____
Jakob Perez, Chapter President

DATE: Oct 8, 2026

OAK HARBOR SCHOOL DISTRICT #201

BY: Michelle Kuss-Cybula
Michelle Kuss-Cybula (Oct 8, 2026 10:51:51 CDT)
Dr. Michelle Kuss-Cybula, Superintendent

DATE: Oct 8, 2026

OAK HARBOR SCHOOL DISTRICT
2026-2027 Schedule A

Steps	1	2	3	4	5	6	7	8	12	15	20	25
Accounting Assistants												
Accounts Payable	38.15	38.91	39.69	40.48	41.29	42.12	42.96	43.82	44.07	44.57	45.57	47.07
Accounts Receivable	38.16	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.08	44.58	45.58	47.08
Lead Payroll	45.26	46.17	47.09	48.03	48.99	49.97	50.97	51.99	52.24	52.74	53.74	55.24
Payroll	42.26	43.11	43.97	44.85	45.75	46.67	47.60	48.55	48.80	49.30	50.30	51.80
Custodial												
Head Custodian	39.58	40.37	41.18	42.00	42.84	43.70	44.57	45.46	45.71	46.21	47.21	48.71
Custodian	32.70	33.35	34.02	34.70	35.39	36.10	36.82	37.56	37.81	38.31	39.31	40.81
Stadium/Field Coordinator	39.58	40.37	41.18	42.00	42.84	43.70	44.57	45.46	45.71	46.21	47.21	48.71
SUB Coordinator	39.58	40.37	41.18	42.00	42.84	43.70	44.57	45.46	45.71	46.21	47.21	48.71
Warehouse												
Warehouse	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	39.95	40.45	41.45	42.95
Delivery	28.41	28.98	29.56	30.15	30.75	31.37	32.00	32.64	32.89	33.39	34.39	35.89
Science Center Clerk	23.92	24.40	24.89	25.39	25.90	26.42	26.95	27.49	27.74	28.24	29.24	30.74
Food Service												
Lead Cook	31.14	31.76	32.40	33.05	33.71	34.38	35.07	35.77	36.02	36.52	37.52	39.02
Food Service Worker	26.07	26.59	27.12	27.66	28.21	28.77	29.35	29.94	30.19	30.69	31.69	33.19
Grounds												
Lead Groundskeeper	42.53	43.38	44.25	45.14	46.04	46.96	47.90	48.86	49.11	49.61	50.61	52.11
Groundskeeper	39.77	40.57	41.38	42.21	43.05	43.91	44.79	45.69	45.94	46.44	47.44	48.94
Groundskeeper Maintenance	40.56	41.37	42.20	43.04	43.90	44.78	45.68	46.59	46.84	47.34	48.34	49.84
Instructional Assistants												
Lunchroom Supervisor	24.73	25.22	25.72	26.23	26.75	27.29	27.84	28.40	28.65	29.15	30.15	31.65
Para Educator	27.38	27.93	28.49	29.06	29.64	30.23	30.83	31.45	31.70	32.20	33.20	34.70
Hand In Hand Para	28.38	28.93	29.49	30.06	30.64	31.23	31.83	32.45	32.70	33.20	34.20	35.70
Life Skills/Choices/Access Para	28.38	28.93	29.49	30.06	30.64	31.23	31.83	32.45	32.70	33.20	34.20	35.70
Library Tech/ISS	28.23	28.79	29.37	29.96	30.56	31.17	31.79	32.43	32.68	33.18	34.18	35.68
CDS Assistants	29.53	30.12	30.72	31.33	31.96	32.60	33.25	33.92	34.17	34.67	35.67	37.17
Vision Assistants	27.14	27.68	28.23	28.79	29.37	29.96	30.56	31.17	31.42	31.92	32.92	34.42
Interpreter	28.41	28.98	29.56	30.15	30.75	31.37	32.00	32.64	32.89	33.39	34.39	35.89
Maintenance												
Carpenter/Locksmith	42.36	43.21	44.07	44.95	45.85	46.77	47.71	48.66	48.91	49.41	50.41	51.91
Painter	38.90	39.68	40.47	41.28	42.11	42.95	43.81	44.69	44.94	45.44	46.44	47.94
Electrician	45.66	46.57	47.50	48.45	49.42	50.41	51.42	52.45	52.70	53.20	54.20	55.70
Plumber/Boiler	45.66	46.57	47.50	48.45	49.42	50.41	51.42	52.45	52.70	53.20	54.20	55.70
H VAC Manager	45.66	46.57	47.50	48.45	49.42	50.41	51.42	52.45	52.70	53.20	54.20	55.70
General Maintenance	40.00	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.20	46.70	47.70	49.20
Secretarial/Clerical												
Office Assistant	29.50	30.09	30.69	31.30	31.93	32.57	33.22	33.88	34.13	34.63	35.63	37.13
Level 1	30.51	31.12	31.74	32.37	33.02	33.68	34.35	35.04	35.29	35.79	36.79	38.29
Level 2	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	36.57	37.07	38.07	39.57
Level 3	33.54	34.21	34.89	35.59	36.30	37.03	37.77	38.53	38.78	39.28	40.28	41.78
Level 4	34.50	35.19	35.89	36.61	37.34	38.09	38.85	39.63	39.88	40.38	41.38	42.88
Security												
Security Officer	27.25	27.80	28.36	28.93	29.51	30.10	30.70	31.31	31.56	32.06	33.06	34.56
Parking Officer	24.53	25.02	25.52	26.03	26.55	27.08	27.62	28.17	28.42	28.92	29.92	31.42
Information Services												
Computer Technician	39.56	40.35	41.16	41.98	42.82	43.68	44.55	45.44	45.69	46.19	47.19	48.69
Network Technician	44.58	45.47	46.38	47.31	48.26	49.23	50.21	51.21	51.46	51.96	52.96	54.46
Network Tech II/Tech Trainer	47.69	48.64	49.61	50.60	51.61	52.64	53.69	54.76	55.01	55.51	56.51	58.01
Network Tech III	50.97	51.99	53.03	54.09	55.17	56.27	57.40	58.55	58.80	59.30	60.30	61.80
Transportation												
Transportation Dispatcher	34.50	35.19	35.89	36.61	37.34	38.09	38.85	39.63	39.88	40.38	41.38	42.88
Bus Monitor	26.13	26.65	27.18	27.72	28.27	28.84	29.42	30.01	30.26	30.76	31.76	33.26
Bus Driver	34.89	35.59	36.30	37.03	37.77	38.53	39.30	40.09	40.34	40.84	41.84	43.34
SPED Bus Driver	35.89	36.59	37.30	38.03	38.77	39.53	40.30	41.09	41.34	41.84	42.84	44.34
Router/Driver Trainer	38.18	38.94	39.72	40.51	41.32	42.15	42.99	43.85	44.10	44.60	45.60	47.10
Lead Mechanic	45.08	45.98	46.90	47.84	48.80	49.78	50.78	51.80	52.05	52.55	53.55	55.05
Mechanic	40.72	41.53	42.36	43.21	44.07	44.95	45.85	46.77	47.02	47.52	48.52	50.02
Professional Technical												
Career Specialist	35.20	35.90	36.62	37.35	38.10	38.86	39.64	40.43	40.68	41.18	42.18	43.68
Community Resources	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	39.95	40.45	41.45	42.95
Families in Transition Support Spec	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	39.95	40.45	41.45	42.95
COTA	38.66	39.43	40.22	41.02	41.84	42.68	43.53	44.40	44.65	45.15	46.15	47.65
SAP Coordinator	37.60	38.35	39.12	39.90	40.70	41.51	42.34	43.19	43.44	43.94	44.94	46.44
Preventionist/Interventionist	39.76	40.56	41.37	42.20	43.04	43.90	44.78	45.68	45.93	46.43	47.43	48.93
ATOD Preventionist	37.60	38.35	39.12	39.90	40.70	41.51	42.34	43.19	43.44	43.94	44.94	46.44
LPN	38.66	39.43	40.22	41.02	41.84	42.68	43.53	44.40	44.65	45.15	46.15	47.65
SLPA	35.11	35.81	36.53	37.26	38.01	38.77	39.55	40.34	40.59	41.09	42.09	43.59

Employees who change crafts and have 12 or more years continuous service also receive longevity at 12, 15, 20, and 25 years.

APPENDIX A
SECRETARIAL/CLERICAL POSITIONS BY LEVEL

Office Assistant

Clerical Level 1
Data Processor - OHHS
Learning Plan & Assessment Coordinator
Nurse Support Secretary
Receptionist/Secretary (OHHS)

Clerical Level 2
ASC Communications Secretary/Receptionist
ASC Human Resources Secretary/Receptionist
Attendance Secretary - OHHS
Counseling Receptionist/Secretary - OHHS
Data Processor/Attendance Secretary - OHI
District Truancy Coordinator
HomeConnection Support Office Secretary
Human Resources Secretary
Information and Facilities Support Secretary
Information Services Support Assistant
MS Data Processor
T&L Hi-Cap Grant Support Secretary
T&L Hi-Cap Testing Support Coordinator
Transportation Secretary Assistant

Clerical Level 3
Associate Principal's Secretary
Midway Secretary
Registrar - OHHS
Registrar/Data Processor - ALE (OHVA)
Substitute Specialist Secretary

Clerical Level 4
ASB Bookkeeper - OHHS
Athletic Director's Secretary
Bookkeeper - Intermediate/Middle School
Career & Tech Education Director's Secretary
Construction Secretary
Facilities Department Secretary
High School Cashier Secretary
Principal's Secretary - Elementary
Principal's Secretary - Intermediate School
Principal's Secretary - Middle School
Principal's Secretary - High School
Science Center Secretary
Special Programs Director Secretary
Special Programs Secretary - HIH
Special Programs Secretary – Federal Programs
Teaching & Learning Secretary
Teaching & Learning Data/Grants Secretary