

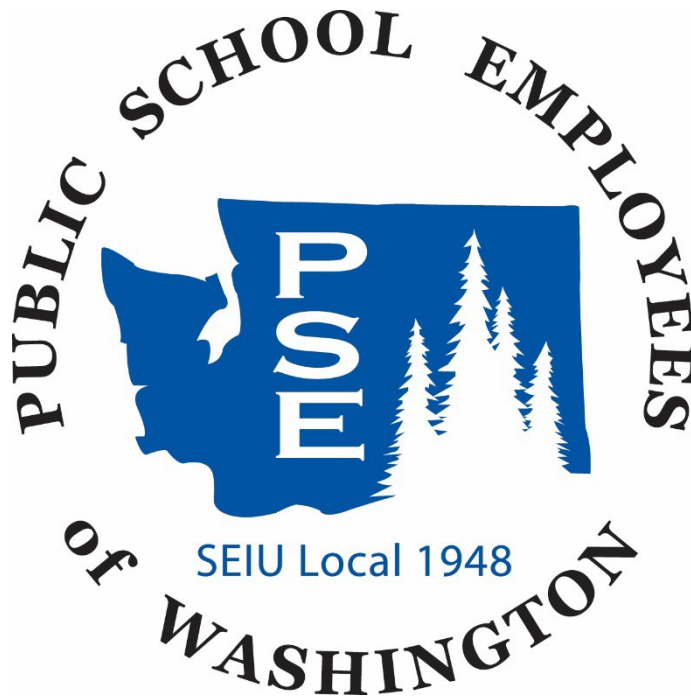
COLLECTIVE BARGAINING AGREEMENT BETWEEN

KITTITAS SCHOOL DISTRICT #403

AND

PUBLIC SCHOOL EMPLOYEES OF KITTITAS #407

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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PREAMBLE

This Agreement is made and entered into between Kittitas School District Number 403 (hereinafter “District”) and Public School Employees of Kittitas, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

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

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

39

Section 1.1. Recognition.

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

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Section 1.2. Job Descriptions.

All personnel shall be given written job descriptions at the commencement of their employment, and copies for all positions within the unit subject to this Agreement shall be maintained and available in the administration office of the District. Upon employee request, job descriptions may be reviewed with immediate supervisor.



1 **Section 1.3. Classifications.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
3 following general job classifications: Transportation, Food Service, Secretarial/Clerical, Maintenance,
4 Custodial, Paraprofessionals, and Nurse. Excluded: Secretary to the Superintendent and District
5 Accountant, Accounting Assistant, Custodial Maintenance Supervisor, Transportation Supervisor and Food
6 Service Supervisor.
7

8 **Section 1.4. Temporary and Substitute Employees.**

9 Recognition and definition of a temporary and substitute employee. Any employee who works thirty (30)
10 consecutive days or more in one (1) year in one (1) classification or position shall become eligible for
11 benefits (i.e., sick leave, holidays, health insurance), except seniority.
12

13 **Section 1.5. Definitions.**

14 The following definitions pertain to all Kittitas classifications:
15

- 16 A. Workdays - defines the days included in the employee' s contract year
- 17
- 18 B. Calendar Days - defines the universally recognized calendar of months and days.
- 19
- 20 C. Business Days - defines the days the KSD administrative offices are open for business.
- 21
- 22 D. Full-time Classified Employee - one who works on a twelve (12) month per year schedule.
- 23
- 24 E. Regular Classified Employee - one who fills a position requiring, from nine (9) months up to but
25 not including, twelve (12) months service per year.
- 26
- 27 F. New Position - any position newly created within the bargaining unit and projected to be ninety-one
28 (91) days or more. All new positions must be posted.
- 29
- 30 G. Open Position/Job - any bargaining unit position/job vacated for more than ten (10) workdays.
- 31
- 32 H. Temporary Position - any bargaining unit position that is projected to continue for ninety (90) days
33 or less. Full-time, regular, or temporary classified employees.
- 34
- 35 I. Replacement Employee - an employee who fills a position created by an employee on a leave of
36 absence:
 - 37
 - 38 1. Newly hired replacement employees shall earn benefits; current employees in Replacement
39 Positions shall retain benefits.
 - 40
 - 41 2. Current employees who apply for and take Replacement Positions will be given priority over
42 outside candidates and junior employees when the move would result in an increase of hours,
43 wages, or both.
 - 44
 - 45 3. Current employees who apply for Replacement Positions will be returned to their previously
46 held position.
 - 47
 - 48 4. Seniority will be applied to the newly hired replacement employee.

- 1
2 5. A newly hired replacement employee will not be allowed to transfer during the duration of their
3 time as a replacement employee.
4
5

6 **ARTICLE II**

7 **RIGHTS OF THE EMPLOYER**

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9
10 **Section 2.1.**

11 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested
12 in management officials of the District. Included in these rights in accordance with and subject to
13 applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the
14 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,
15 demote, or take other disciplinary action against employees; and the right to release employees from duties
16 because of lack of work or for other legitimate reasons. The District shall retain the right to maintain
17 efficiency of the District operation by determining the methods, the means, and the personnel by which
18 operations undertaken by the employees in the unit are to be conducted.
19

20 **Section 2.2.**

21 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
22 District. In making rules and regulations relating to personnel policies, procedures and practices, and
23 matters of working conditions, the District shall give due regard and consideration to the rights of the
24 Association and the employees and to the obligations imposed by this Agreement.
25
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27 **ARTICLE III**

28 **RIGHTS OF EMPLOYEES**

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31 **Section 3.1. Exercise of Rights.**

32 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of
33 the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of
34 such employees to assist the Association shall be recognized as extending to participation in the
35 management of the Association, including presentation of the views of the Association to the Board of
36 Directors of the District or any other governmental body, group, or individual. The District shall take
37 whatever action required or refrain from such action in order to assure employees that no interference,
38 restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership
39 in any employee organization.
40

41 **Section 3.2.**

42 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
43 Association representatives and/or appropriate officials of the District.
44

45 **Section 3.3. Right to Representation.**

46 Employees subject to this Agreement have the right to have Association representatives or other persons
47 present at discussions between themselves and supervisors or other representatives of the District as
48 hereinafter provided.

1 **Section 3.4. Right to Delegate.**

2 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
3 exclusive of compensation for services rendered to appropriate officials of the Association.
4

5 **Section 3.5. No Discrimination.**

6 Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement
7 on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with
8 respect to a position, the duties of which may be performed efficiently by an individual without danger to
9 the health or safety of the physically handicapped person or others.
10

11 **Section 3.6. New Employee Information.**

12 The District shall give each new employee a written statement of the employee's position title, job
13 description, their assigned base wage and any additional incentive pay or stipends, date of hire, assigned
14 worksite, initial shift time, and the name and contact information of their immediate supervisor no later
15 than two (2) weeks after the employee's date of hire.
16

17 **Section 3.7. Personnel Files.**

18 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District
19 administration office. Each employee shall have the right, upon request, and after making an appointment
20 for that purpose with the personnel administrator, to review the contents of his/her official personnel file.
21 The review shall be made in the presence of the administrator responsible for safekeeping of these files.
22 During the review employees shall be allowed to copy any material therein and shall be permitted to make
23 a written inventory of material there, and, on request, have such inventory signed and dated by a
24 representative of the administration.
25

26 **Section 3.7.1.**

27 Each employee shall be provided a copy of all material placed in his or her personnel file within
28 five (5) days of its insertion. An employee may attach comments to any material that is a part of the
29 personnel file. Any negative materials except annual personnel evaluations and information
30 regarding criminal behavior shall be expunged from employee personnel file after three (3) years
31 from date of inclusion. The employee shall make a written request to the District personnel office
32 for this purpose. The employees shall have the right of addendum to any material placed in their
33 personnel file. Working files kept by supervisors shall be purged at the end of the school year,
34 except information required by RCW or WAC.
35

36 **Section 3.8. Equal Opportunity and Nondiscrimination.**

37 The District and the Union are committed to a policy of equal employment opportunity. All employees
38 shall be treated fairly at all times and without regard to race, color, religion, sex, age, national origin,
39 military or marital status, sexual orientation, gender identity, political ideology, genetic information or
40 disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions
41 including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation
42 and benefits, discipline, termination and all other conditions or privileges of employment.
43

44 **Section 3.9. Prohibition of Harassment.**

45 The District is committed to providing a work environment free from unlawful harassment. The District
46 shall not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age,
47 religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or

1 bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate
2 corrective action, up to and including termination of employment.

3 **Section 3.10. Applicability of Public Disclosure Laws.**

4 If the District receives a public records request seeking information located exclusively in an employee’s
5 personnel, payroll, supervisor, or training file, the District will comply with the notice requirements
6 outlined in RCW 42.56.250(2).
7
8

9 **ARTICLE IV**

10 **RIGHTS OF THE ASSOCIATION**

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12
13 **Section 4.1. Association Right and Responsibility.**

14 The Association has the right and responsibility to represent the interests of all employees in the unit; to
15 present its views to the District on matters of concern, either orally or in writing; to consult or to be
16 consulted with respect to the formulation, development, and implementation of industrial relations matters
17 and practices which are within the authority of the District; and to enter collective negotiations with the
18 object of reaching an agreement applicable to all employees within the bargaining unit.
19

20 **Section 4.2. Notification of Discipline or Grievance.**

21 The Association shall promptly be notified by the District of any grievances or disciplinary actions of any
22 employee in the unit in accordance with the provisions of the discharge and grievance procedure articles
23 contained herein. The Association is entitled to have an observer at hearings conducted by any District
24 official or body arising out of grievance and to make known the Association’s views concerning the case,
25 except in a case where the employee requests a closed hearing.
26

27 **Section 4.3. Right to Delegate.**

28 The Association reserves and retains the right to delegate any right or duty contained herein to appropriate
29 officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.
30

31 **Section 4.4. Release Time.**

32 The President of the Association and designated representatives will be provided time off without pay to a
33 maximum of ten (10) days per year to attend regional or State meetings when the purpose of those meetings
34 is in the best interests of the District as determined by the District administration.
35

36 **Section 4.5. Worksite Access.**

37 Representatives of the Association, upon making their presence known to the District, shall have access to
38 the District premises during business hours, provided, that no conferences or meetings between employees
39 and Association representatives will in any way hamper or obstruct the normal flow of work in the opinion
40 of the District.
41

42 **Section 4.6. Bulletin Boards.**

43 The District shall provide a bulletin board space in each school including Transportation and Maintenance
44 for the use of the Association. The bulletins posted by the Association are the responsibility of the officials
45 of the Association. Each bulletin shall be signed by the Association official responsible for its posting.
46 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by
47 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature
48 on District property, other than herein provided.

1
2 **Section 4.6.1.**

3 The responsibility for the prompt removal of notices from the bulletin boards after they have served
4 their purpose shall rest with the individual who posted such notices.
5

6 **Section 4.7. Facility Use.**

7 The Association and its representatives may be allowed to use District buildings during non-duty hours for
8 Association business when rooms are available and when scheduled with the building principal in advance
9 by the duly authorized Association representative.
10

11 **Section 4.8. Access to New Employees of the Bargaining Unit.**

12 The District shall provide the Association reasonable access to new employees of the bargaining unit for
13 the purposes of presenting information about the Association to the new employee. “Reasonable access” for
14 the purposes of this section means the access to the new employee occurs within one (1) week of the
15 employee’s start date within the bargaining unit; the access is for thirty (30) minutes; and the access occurs
16 during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually
17 agreed to by the District and the Association.
18

19 **Section 4.9. New Employee Orientations.**

20 The District shall provide PSE at least five (5) days’ notice before any scheduled New Employee
21 Orientation, and within forty-eight (48) hours in advance of the orientation will provide an electronic list of
22 expected participants.
23

24 The District shall provide the Association thirty (30) minutes to make a presentation during each New
25 Employee Orientation. District representatives shall not be present during the Association’s presentation.
26 PSE shall have the right to distribute materials, such as Association new hire packets, at the Orientation. If
27 the meeting is conducted virtually, the District shall provide the Association with a current personal email
28 and /or phone number to reach each new hire, consistent with the New Hire Notification language
29 contained in Art. XIV, Section 14.3.
30

31
32 **ARTICLE V**

33
34 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

35
36 **Section 5.1. Appropriate Matters.**

37 It is agreed and understood that matters appropriate for consultation and negotiation between the District
38 and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance
39 procedures and general working conditions of employees in the bargaining unit subject to this Agreement.
40

41 **Section 5.2. Consult with Association.**

42 It is further agreed and understood that the District will consult with the Association, and meet with the
43 Association upon its request, in the formulation of any changes being considered in existing benefits,
44 policies, practices and procedures.
45

1 **Section 5.3. Further Consultation.**

2 It is further recognized that this Agreement does not alter the responsibility of either party to meet with the
3 other party to advise, discuss or consult regarding matters concerning working conditions not covered by
4 this Agreement.
5

6
7 **ARTICLE VI**

8
9 **ASSOCIATION REPRESENTATION**

10
11 **Section 6.1. Labor / Management Committee.**

12 The Association will designate a Labor/Management Committee (L&M) of three (3) members and the
13 Association Field Representative who will meet with the Superintendent of the District and the
14 Superintendent’s representatives on a mutually agreeable regular basis to discuss appropriate matters.
15

16 **Section 6.1.1.**

17 The District will allow sufficient time during working hours for Association representatives for
18 meetings scheduled with the Superintendent in accordance with Section 6.1. The District will
19 provide suitable space to conduct such meetings.
20

21 **Section 6.2.**

22 The Association representatives shall represent the Association and employees in meeting with officials of
23 the District to discuss appropriate matters of mutual interest. They may receive and investigate to
24 conclusion complaints or grievances of employees on District time, if necessary, and thereafter advise
25 employees of rights and procedures outlined in this Agreement and applicable regulations or directives for
26 resolving the grievances or complaints. They may not, however, continue to advise the employee on
27 courses of action after the employee has indicated a desire not to pursue a grievance. This does not,
28 however, preclude the Association’s right to pursue the matter to conclusion. They may consult with the
29 District on complaints without a grievance being made by an individual employee.
30

31 **Section 6.2.1.**

32 Association representatives, before leaving their work, shall first obtain permission from their
33 immediate supervisor. The supervisor’s permission in these instances will normally be granted. The
34 employees will report their return to work to their supervisors.
35

36 **Section 6.2.2.**

37 Time during working hours will be allowed the chapter president or designees for attendance at
38 meetings with the District. Time will also be allowed for representatives to discuss with the
39 employee’s grievances and appropriate matters directly related to work situations in their area or
40 craft. Association representatives will guard against the use of excess time in the handling of such
41 matters.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Workweek.

The workweek shall 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.

Section 7.2. Change of Workweek or Shift.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks except in an emergency.

Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 5:00 am and 11:59 am. The second shift is defined as any work shift beginning between 12:00 and 4:00 pm and ending between 7:00 pm and 12:00 midnight.

Section 7.3.1.

All employees who work a shift containing four (4) successive hours shall be entitled to a fifteen (15) minute break near midway in the four (4) hour period. Employees whose shift consists of five (5) consecutive hours or more shall be entitled to a thirty (30) minute meal period. Employees whose shift consists of at least six (6) hours shall be entitled to two (2) fifteen (15) minute breaks both of which shall occur as near the middle of each half shift as practicable. Breaks will not be scheduled at the beginning or end of a shift, unless approved by the supervisor. Employees may not waive their right to a rest period pursuant to RCW 49.12, WAC 296-126-092. This does not preclude the District from modifying the timing of breaks and meal period based on needs of the District. Anyone assigned to the second shift will receive a fifty cents (\$0.50) differential in pay per hour.

<u>Hours/Work Shift</u>	<u>Un-Paid Lunch</u>	<u>Rest Break</u>
6	One (1) 30-minute lunch break	Two (2) 15-minute rest break
5	One (1) 30-minute lunch break	One (1) 15-minute rest break
4	No lunch break	One (1) 15-minute rest break

Section 7.4. Less than Normal Work Shift.

In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work. These employees shall also receive a thirty (30) minute uninterrupted meal break for shifts over five (5) hours.

Section 7.5. Worked Meal Breaks.

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 shall be compensated for the foregone lunch period at overtime rates. Food Service employees shall be allowed a District provided mid-day meal. District provided meals must be eaten on-site.



1 **Section 7.5.1**

2 Employees required to work through any portion of their rest or meal break shall receive pay for the
3 time worked.

4
5 **Section 7.6. Working a Higher / Lower Classification Shift.**

6 Employees requested to work a shift regularly filled by a higher classification employee shall receive
7 compensation equal to that normally received by the employee in the higher classification. Employees
8 requested to work a shift regularly filled by a lower classification employee shall receive no loss of pay for
9 the replacement employee.

10
11 **Section 7.7. Emergency School Closure.**

12 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
13 District will make every effort to notify each employee to refrain from coming to work. Employees, who
14 have not been contacted, reporting to work, shall receive a minimum of two (2) hours pay at base rate in the
15 event of such a closure; provided, however, no employee shall be entitled to any such compensation in the
16 event of actual notification by the District of the closure prior to leaving home for work.

17
18 **Section 7.8.**

19 On days when students are not in attendance, and with prior approval of the supervisor, an evening shift
20 employee may modify their schedule.

21
22 **Section 7.9. Transportation.**

23
24 **Section 7.9.1.**

25 Recognizing that personnel in the transportation classification present special shift problems, the
26 parties agree that shifts shall be established in that classification in relation to routes and driving
27 times requisite to fulfilling tasks assigned by the supervisor of transportation; provided, that all bus
28 drivers shall receive pay for thirty (30) minutes per day for the purpose of bus cleanup and bus
29 warm-up in addition to actual hours of driving time. All trips other than regular daily scheduled bus
30 runs shall be compensated at the employee's base hourly rate for the duration of the trip; provided,
31 however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided.
32 Drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as
33 any work other than the normal work shift and workday, noncontiguous with the normal work shift
34 or workday.

35
36 **Section 7.9.1.1. Extra Trips.**

37 Extra trips are defined as all trips other than regularly scheduled daily runs. Extra trips,
38 where possible, shall be assigned on a rotation, seniority basis.

39
40 The transportation supervisor shall assign extra trips to eligible drivers on a rotating basis.
41 The rotation list shall be established at the start of the year, based upon seniority. Once
42 begun, the rotation shall be continuous (i.e., does not begin anew each week, but continues
43 where it left off the previous week). Assignment shall be rotated equally, but not to exceed
44 forty (40) hours per week per driver unless deemed necessary by the transportation
45 supervisor. In the event that a bargaining unit driver is not available for an extra trip, the
46 transportation supervisor will assign the trip to a qualified bargaining unit employee outside
47 the classification. Only when no other bargaining unit employee who is qualified to be a
48 qualified driver is available, may the District assign an extra trip to a substitute driver.

1
2 **Section 7.9.1.1. Overnight Trips.**

3 On overnight trips the District shall provide a separate room and meals for the
4 drivers (unless not possible due to location of the activity). Overnight trips shall be
5 paid at the employee's base hourly rate for all time the driver is on duty, and for a
6 minimum of eight (8) hours per day. Provided, however, drivers shall be subject to
7 the overtime provisions hereinafter provided.
8

9 **Section 7.9.2.**

10 Regular drivers shall have first choice for assignment as substitutes on the special education runs,
11 provided that such runs do not conflict with their normal routes, and that assignment to such runs
12 would not require the payment of overtime to the driver. These extra assignments shall be by
13 seniority.
14

15 **Section 7.9.3.**

16 The parties agree to abide by all laws relating to drug and alcohol testing in connection with CDL
17 license regulations. Testing will be conducted by the ESD 105 consortium or another outside
18 contractor.
19

20 **Section 7.10. Overtime.**

21 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-
22 half (1½) times the employee's base pay.
23

24 **Section 7.11. Call Back.**

25 Employees called back by the Superintendent or his designee on a regular workday or called on the sixth
26 (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate
27 rate.
28

29 **Section 7.12. Paraeducator Instructional Duties.**

30 Employees who are assigned to instructional duties in the classroom or small group settings shall not be
31 required to supervise more than ten (10) students without assistance from another employee. The library
32 technician/assessment coordinator position is an exception to this section.
33

34 **Section 7.13. Paraeducator Supervisory Duties.**

35 Employees who are assigned to supervisory duties in the following settings shall not be required to
36 supervise more than the ratio below without assistance from another paraeducator:
37

38 Recess Duty:	Sixty-three (63) students
39 Bus Duty:	Forty (40) students
40 Bus Route Supervision:	Eighty (80) students

41
42 Employees performing these duties shall be provided with a radio to communicate with the school office
43 and any other necessary safety equipment.
44

45 Employees on recess, bus, or other supervisory duty shall have an additional ten (10) minutes at the
46 beginning and end of each supervisory period to prepare for such duty before moving to their next duty
47 assignment.
48

1 **Section 7.14. Compensatory Time.**

2 Compensatory time is to be earned at no less than one and a half hours (1½) for each hour of employment
3 for which overtime compensation is required. Employees may choose compensatory time in lieu of paid
4 compensation for all hours worked over forty (40) in a week. All overtime hours shall first be approved by
5 a supervisor.
6

7 **Section 7.15. Flex Time.**

8 Employees who work hours in excess of their normally scheduled workday not exceeding forty (40) hours
9 in a work week, may request to receive flextime. Flextime may be used on any early release days, snow
10 days, two (2) hour delays, conferences, when students are not in the building, or other uses agreed upon
11 between the employee and their supervisor. Flextime shall be computed at the rate of one (1) hour's
12 flextime for each one (1) hour worked. An employee's flex time bank will not exceed a maximum of thirty
13 (30) hours. An employee who has accrued thirty (30) hours of flextime must use accrued time before
14 receiving additional flextime. All flextime must be pre-approved by the immediate supervisor or building
15 administrator and tracked on a form; a sample is attached as an addendum to this contract. All school
16 administrators are encouraged to utilize the flex time program to enable employees to continue to serve
17 student building needs. Teachers cannot approve flextime. The decision to accept flextime in lieu of
18 payment is the employee's decision. No employee shall be compelled to take flextime in lieu of
19 compensation. Employees who earn flextime and move to another building will work with their
20 administrator to use the flextime or will be cashed out prior to transferring to another building. Flextime
21 bank is expected to be depleted by the last day of school. Unused flex hours will be cashed out by August
22 31.
23

24 **Section 7.16. Early Release.**

25 Early release days are defined as those days, which are scheduled to be equal to or less than one-half (½) a
26 regular school day, such as report card preparation, conferences, the day before a holiday, and the last day
27 of school. The employee may use one of the following options on these early release days; after the
28 students have been dismissed for the day:

- 29 1. Work regularly scheduled hours.
 - 30 2. Request vacation or personal leave for unworked hours.
 - 31 3. Use sick leave for medical appointments.
 - 32 4. Request compensatory time or flex time as accrued under Section 7.14 and 7.15.
 - 33 5. Accept a deduction of pay for the unworked hours.
- 34

35 The employee will indicate the chosen option on Timecard Online by payroll cutoff for that work period.
36 Failure to do so will result in the payroll secretary or payroll entering a deduction of pay.
37

38 **Section 7.17. Conferences.**

39 All employees will be notified prior to October 1 for fall conferences and February 1 for spring conferences
40 of the dates and times of when they will be required to work student conferences.
41

42 **Section 7.18. Notice of Mandatory Meetings and Trainings.**

43 If employees are mandated to attend a meeting or training session, the District shall provide notice to
44 affected employees five (5) business days prior to the meeting or training. The Association does recognize
45 there may be, on occasions, emergency conditions that preclude advance notice of required attendance of at
46 meetings or trainings.
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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

All employees shall receive the following paid holidays that fall within their work contracted days/year:

- | | |
|----------------------------------|---------------------------|
| 1. New Year's Day | 7. Veterans' Day |
| 2. Martin Luther King's Birthday | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Day before Christmas |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

Full-time employees, defined as twelve (12) month employees, shall receive:

1. New Year's Eve
2. Juneteenth (June 19)

Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on unpaid leave of absence, shall be eligible for pay for such unworked holiday.

Section 8.1.2. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus one and one-half (1½) their base rate for all hours worked on such holidays.

Section 8.1.3. Holidays during Vacation.

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

Section 8.1.4. Holidays for Reasons of Faith or Conscience.

All employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The District must allow employees to take unpaid leave for up to two (2) such holidays per calendar year unless an employee's absence would impose an undue hardship on the District, or the employee is necessary to maintain public safety. Undue hardship related to this section shall be defined in WAC 82-56-020. Employees are expected to request such leave fourteen (14) days in advance; however, supervisors may approve requests that are received without fourteen (14) days' notice.

Section 8.2. Vacations.

All full-time employees subject to this Agreement shall be credited with hours of vacation credit, based on hours worked during the period September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Article.

1
2 **Section 8.2.1.**

3 The vacation credit to which an employee shall be entitled shall be in accordance with the following
4 schedule:

- 5
6 1-5 Years - Ten (10) Days
7 6-10 Years - Fifteen (15) Days
8 11 Years & Over - Twenty (20) Days
9

10 **Section 8.2.1.1.**

11 In computing the total vacation credit for any period of service, part of an hour will be disregarded
12 if less than one-half (½) hour, otherwise it will be counted as a full hour.

13
14 **Section 8.2.2.**

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

17
18 **Section 8.2.3.**

19 Except as provided in the following section, any vacation credit currently due but unused by the
20 new accrual date each year may be carried over for one (1) year following the accrual date with the
21 approval of the immediate supervisor and administration. No vacation may be carried over for more
22 than one (1) year beyond the date on which it became due; provided, however, no employee shall be
23 denied accrued vacation benefits due to District employment needs.

24
25 **Section 8.2.4.**

26 Any employee who is discharged or who terminates employment shall receive payment for unused
27 accrued vacation credit with their final paycheck.
28
29

30 **ARTICLE IX**

31
32 **LEAVES**

33
34 **Section 9.1. Leave for Illness, Injury and Emergency.**

35
36 **Section 9.1.1. Sick Leave.**

37 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
38 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
39 school year. An employee who works eleven (11) working days in any calendar month will be given
40 credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated
41 up to a maximum amount allowed by State statute. The District shall project the number of annual
42 days of sick leave at the beginning of the school year according to the estimated calendar months
43 the employee is to work during that year. Sick leave benefits shall be paid on the basis of base
44 hourly rate applicable to the employee's normal daily work shift; provided, however, that should an
45 employee's normal daily work shift increase or decrease subsequent to an accumulation of days of
46 sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work
47 shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly
48 rather than a daily basis. Should an employee use sick leave beyond the number of days earned or

1 accumulated, and then leave the District employ, the cost of said days taken which were paid to the
2 employee shall be deducted from the employee' s final check.

3
4 **Section 9.1.2. Verification of Sick Leave Use.**

5 Only when an employee exceeds three (3) days, may the District require verification that an
6 employee's use of paid sick leave is for an authorized purpose. If the District requires an employee
7 to provide verification from a health care provider identifying the need for use of paid sick leave for
8 an authorized purpose, the District must not require that the information provided explains the
9 nature of the condition.

10
11 **Section 9.1.3. Washington Paid Family and Medical Leave.**

12 Employees shall be eligible to receive Paid Family and Medical Leave under the Washington State
13 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have
14 worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave
15 shall be used consecutively with the employee's other leave entitlements unless the employee elects
16 otherwise. The District shall pay the full amount of the Employer premium to fund this leave. The
17 District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the
18 law. When such leave is used for pregnancy/maternity disability, the District shall pay the Employer
19 portion of the health insurance benefits during periods of approved PFML.

20
21 **Section 9.1.4. Sick Leave Attendance Incentive Program.**

22 In January of the year following any year in which a minimum of sixty (60) days of leave for illness
23 or injury is accrued, and each January thereafter, any eligible employee may exercise an option to
24 receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate
25 equal to one (1) day's monetary compensation of the employee for each four (4) full days of
26 accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which
27 compensation has been received shall be deducted from accrued leave for illness or injury at the rate
28 of four (4) days for every one (1) day' s monetary compensation.

29
30 **Section 9.1.5. Substitute and Temporary Employee Sick Leave.**

31 The District shall follow all applicable state & federal laws regarding accumulation, use, and
32 carryover of sick leave for substitute and employees.

33
34 **Section 9.1.5.1.**

35 Substitutes and Temporary employees shall be awarded sick leave in accordance with
36 current state and federal laws.

37
38 **Section 9.1.6. Retirement or Death.**

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

42
43 **Section 9.1.7. Industrial Insurance.**

44 In the event employees are absent for reasons which are covered by Industrial Insurance, the
45 District shall pay the employee an amount equal to the difference between the amount paid the
46 employee by the Department of Labor and Industries and the amount the employee would normally
47 earn. A deduction shall be made from the employee' s accumulated sick leave in accordance with
48 the amount paid to the employee by the District.

1
2 **Section 9.1.8. Sick Leave Transfer.**

3 Employees who have accrued sick leave while employed by another public school district in the
4 State of Washington shall be given credit for such accrued sick leave upon employment by the
5 District. If service is interrupted in the District, the employee shall not lose accrued sick leave
6 benefits.
7

8 **Section 9.1.9. Leave Sharing.**

9 Employees shall be entitled to sick leave sharing in accordance with all applicable state laws.
10 Employees may request and receive sick leave donations from any District employee group. No
11 employee is obligated to donate. Such donations will remain confidential. All donated leave shall be
12 calculated on an hour-for-hour basis.
13

14 **Section 9.1.10. Emergency Leave.**

15 Emergency leave will be granted and will be deducted from sick leave. An emergency is defined as
16 a sudden, generally unexpected occurrence or set of circumstances demanding immediate action
17 which is beyond the control of the employee and is of such a nature that preplanning is not possible,
18 and of a nature that preplanning could not relieve the necessity for the employee's absence. The
19 employee shall give the district as much advance notice as is reasonable under the circumstances.
20 The employee will notify the immediate supervisor, or designee, with the nature of the emergency.
21 When substitute coverage is needed the employee must notify the Supervisor daily unless duration
22 of leave has been approved by the supervisor.
23

24 **Section 9.2. Bereavement Leave.**

25 Each employee shall be entitled up to five (5) days leave with pay for absence caused by death to the
26 family members listed in Article IX, Section 9.4. Family Leave. An employee may request bereavement
27 leave for other people not listed above. This request would be made to the building Principal and/or the
28 Superintendent. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-
29 cumulative.
30

31 **Section 9.3. Maternity Leave.**

32 Maternity leave shall be granted to an employee upon her request for a period of time not to exceed one (1)
33 year. To be entitled to maternity leave an employee shall inform the District in advance of her intention to
34 take leave and the approximate time she expects to return to work (up to one [1] year), and within thirty
35 (30) days after childbirth shall inform the District of the specific day when she will return to work.
36 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefore
37 are, for all job-related purposes, temporary disabilities and should be treated as such under the District sick
38 leave plan.
39

40 An employee who fulfills the notice requirements of this policy shall be entitled to take a leave of absence
41 for childbirth for a length of time (up to one [1] year). She shall be able to return to her job under the same
42 uniform terms and conditions as any other employee consistent with temporary disability policies and other
43 leaves policy. She shall not be required to leave work at the expiration of any arbitrary time period during
44 pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as
45 long as her physician concurs. Sick leave shall be granted under provisions in this Agreement. In the event
46 sick leave has been exhausted, then the employee may be granted an extended leave of absence without pay
47 for a period of time up to one (1) year, with the Superintendent's permission.
48

1 **Section 9.3.1. Paternity Leave**

2 A male employee, upon request, may be granted up to five (5) days leave, on or about the date of
3 the birth/adoption of his child. Such leave shall be deducted from the employee’s sick leave bank.
4

5 **Section 9.3.2. Adoption Leave.**

6 An employee who is adopting a child shall be granted up to seven (7) days leave with pay in order
7 to complete the adoption process. Such leave shall be deducted from accumulated sick leave and
8 may be used for court and legal procedures, home study and evaluation, and/or required home
9 visitation by the adoption agency.
10

11 **Section 9.4. Family Illness Leave.**

12 An employee is authorized to utilize sick leave for the following reasons: To provide care for a family
13 member with mental or physical illness, injury, or health condition; care of a family member who needs
14 medical diagnosis, care, or treatment of a mental or physical illness, injury, or health conditions; or care for
15 a family member who needs preventative medical care needed to provide care for a family member with a
16 mental or physical illness, injury, or health condition. Family means any of the following:
17

- 18 A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee
19 stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency
20 status.
- 21
- 22 B. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the
23 employee's spouse or registered domestic partner, or a person who stood in loco parentis when the
24 employee was a minor child.
- 25
- 26 C. A spouse.
- 27
- 28 D. A registered domestic partner.
- 29
- 30 E. A grandparent.
- 31
- 32 F. A grandchild.
- 33
- 34 G. A Sibling.
- 35

36 **Section 9.5. Judicial Leave.**

37 In the event an employee is summoned to serve as a juror or appear as a witness in court on behalf of the
38 District, or is named as a codefendant with the District, such employee shall receive a normal day’s pay for
39 each day of required presence in court; provided, however, that any compensation received for such service
40 shall be paid to the District. Such repayment shall not exceed the employee’s normal daily pay less bona
41 fide expenses. In the event that an employee is a party in a court action, such employee may request an
42 unpaid leave of absence.
43

44 **Section 9.6. Leave of Absence.**

45 **Section 9.6.1.**

46 Upon recommendation of the immediate supervisor through administrative channels to the
47 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave
48



1 of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due
2 to extended illness, one (1) additional year may be granted.

3
4 **Section 9.6.2.**

5 The returning employee will be assigned to the position occupied before the leave of absence.
6 Employees hired to fill positions of employees on leave of absence will be hired for a specific
7 period of time, during which they shall be subject to all provisions of this Agreement. It shall be the
8 responsibility of the employer to inform replacement employees of these provisions. The employee
9 may return prior to the end of the leave period only with District permission.

10
11 **Section 9.6.3.**

12 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
13 leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
14 employee is on leave of absence; provided, however, that if such leave is approved for extended
15 illness or injury, seniority shall accrue.

16
17 **Section 9.7. Personal Leave.**

18 The District will allow each employee four (4) days accumulative to six (6) days of personal leave provided
19 that requests for use of such leave be in writing and submitted one (1) week in advance. In case of
20 emergency, the one (1) week provision may be waived by the Superintendent. It is the intent that this leave
21 shall be used for personal or family business that cannot be conducted on non-District time. Employees
22 shall be entitled to use personal leave in hourly increments. Unused leave days past the five (5)
23 accumulated above will automatically be cashed out at a rate equal to the employee's full rate of pay. Such
24 payment shall be made in the August paycheck for full-time employees, and the June paycheck for nine-
25 month employees.

26
27 **Section 9.8. Extra Workday.**

28 Employees scheduled less than two-hundred sixty (260) days will have one (1) planning day added to their
29 schedule prior to the start of the school year. This time will be used for preparations of their work area
30 and/or training.

31
32 **Section 9.9. Military Leave.**

- 33 A. Every officer and employee of the state or of any county, city, or other political subdivision thereof
34 who is a member of the Washington national guard or of the army, navy, air force, coast guard, or
35 marine corps reserve of the United States, or of any organized reserve or armed forces of the United
36 States shall be entitled to and shall be granted military leave of absence from such employment for a
37 period not exceeding twenty-one (21) days during each year beginning October 1 and ending the
38 following September 30. Such leave shall be granted in order that the person may report for active
39 duty, when called, or take part in active training duty in such manner and at such time as he or she
40 may be ordered to active duty or active training duty. Such military leave of absence shall be in
41 addition to any vacation or sick leave to which the officer or employee might otherwise be entitled,
42 and shall not involve any loss of efficiency rating, privileges, or pay rate. During the period of
43 military leave, the officer or employee shall receive from the state, or the county, city, or other
44 political subdivision, his or her normal pay. RCW 38.40.060.
- 45
46 B. Upon return from leave, the employee shall be placed in the position last held or a similar position
47 in the District. Military leave of absence is construed as regular service in regard to salary
48 increments.

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Section 9.10. Faith or Conscience Leave.

The District shall follow state law regarding unpaid leave for faith & conscience, per applicable RCW 1.16.050 & WAC 357.31.052.

Section 9.11. Domestic Violence Leave.

The District shall grant leave in accordance with RCW 49.76 which allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and obtain health care. Such leave will be with or without pay at the employee’s discretion. Employees may also take reasonable leave to help a family member obtain needed treatment or services. In addition to the definition of “family member” in Article IX, Section 9.4, this section shall include any dating partner, domestic partner, significant other, or other person whom the employee is dating.

ARTICLE X

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 10.1. Seniority Established.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided. When two (2) or more employees’ hire dates are the same, seniority rank shall be determined by the date of receipt of the application, with seniority preference granted to the employee whose application was received by the District first. In the event that the application date is not clear or is the same for the employees, seniority rank shall be drawn by lot.

Section 10.2. New Hire Probation.

Each new hire shall remain in a probationary status for a period of not more than one hundred twenty (120) working days following the hire date. During this probationary period the District may discharge such employee at its discretion.

Section 10.3. Completion of Probation.

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

Section 10.4. Seniority Lost.

The seniority rights of an employee shall 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.



1 **Section 10.5. Seniority Not Lost.**

2 Seniority rights shall not be lost for the following reasons, without limitation:

- 3
- 4 A. Time lost by reason of industrial accident, industrial illness, or judicial leave.
 - 5 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
 - 6 States.
 - 7 C. Time spent on other authorized leaves.
 - 8 D. Time spent in layoff status as hereinafter provided.
- 9

10 **Section 10.6. Classification Seniority.**

11 Seniority rights shall be effective within the general job classification. As used in this Agreement, general
12 job classifications are those set forth in Article I, Section 1.3.

13

14 **Section 10.7. Seniority Rights.**

15 The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation
16 periods and special services (including overtime). The employee with the earliest hire date shall have
17 preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when
18 ability and performance are substantially equal with junior employees. If the District determines that
19 seniority rights should not govern because a junior employee possesses ability and performance
20 substantially greater than a senior employee or senior employees, the District shall set forth in writing to
21 the employee or employees and the organization's grievance committee chairperson its reasons why the
22 senior employee or employees have been bypassed.

23

24 **Section 10.8. Change of Classification.**

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

28

29 **Section 10.9. Job Postings.**

30 The District shall publicize within the bargaining unit for five (5) working days the availability of open
31 positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be
32 forwarded to the President of the Association, the Association representative of the classification
33 concerned, and all bargaining unit employees by District email. The District shall also notify employees at
34 their personal/home email address at the employee's request.

35

36 **Section 10.9.1.**

37 Job postings shall be posted at each worksite. During summer break, job postings shall be emailed
38 to each bargaining unit member prior to actual posting date.

39

40 **Section 10.9.2.**

41 If an employee is on an authorized leave (sick leave, vacation, leave of absence, etc.) a posted
42 position cannot be filled until the employee is verbally notified of the job opening - in classification
43 only.

44

45 **Section 10.9.3.**

46 When a position is posted in the District, out of classification personnel may apply at the same time
47 as in classification personnel. In-District applications will be forwarded on to the site hiring team

1 and granted an interview. In-District employees will be considered for open or new positions prior
2 to hiring an out of District employee.

3
4 **Section 10.9.4. Non-Selection Notification.**

5 If a bargaining unit employee (out of classification) was not selected to fill a vacated or new
6 position, the District shall set forth in writing the reason why the employee was not selected and
7 shall submit same to the chapter president.

8
9 **Section 10.10. Layoff.**

10
11 **Section 10.10.1.**

12 In the event of layoff, employees affected are to be placed on a reemployment list maintained by the
13 District according to seniority. Names shall remain on the reemployment list for one (1) year.

14
15 **Section 10.10.2.**

16 Employees on layoff status shall file their addresses in writing with the personnel office of the
17 District and shall thereafter promptly advise the District in writing of any change of address.

18
19 **Section 10.10.3.**

20 An employee shall forfeit rights to reemployment as provided in Section 10.10.1 if the employee
21 does not comply with the requirements of Section 10.10.2, or if the employee does not respond to
22 the offer of reemployment within fifteen (15) days.

23 **Section 10.10.4.**

24 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
25 accrued benefits; provided, that such employee is offered a position substantially equal to that held
26 prior to layoff, except that an employee recalled to a special education funded position can turn
27 down the position without loss of recall rights.

28
29
30 **ARTICLE XI**
31 **DISCIPLINE, DISCHARGE, AND EVALUATION OF EMPLOYEES**

32
33 **Section 11.1. Just Cause.**

34 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
35 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the
36 District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the
37 employee before other employees or the public. The District shall follow the policy of progressive
38 discipline unless the severity of the conduct requires skipping steps of discipline. Progressive discipline
39 shall consist of a verbal warning, written reprimand, suspension without pay and discharge.

40
41 **Section 11.2. Notification to Non-Annual Employees.**

42 This section is intended to be applicable to those employees whose duties necessarily imply less than
43 twelve (12) months (excluding vacations) work per year.

44
45 **Section 11.2.1.**

46 Should the District decide to discharge or lay off any non-annual employee, the employee shall be
47 so notified in writing prior to the expiration of the school year.

1 **Section 12.1.3. Enrollment Period.**

2 Enrollment period shall be from October 1 to November 15, or as otherwise set by SEBB. After the
3 annual enrollment period ends, no insurance options may be added or deleted by the employee
4 except for changes in family status or job status. If an employee fails to enroll within the open
5 enrollment period, they shall be placed in the default medical, dental, and vision plans, as
6 determined by SEBB.

7
8 If an employee is hired after the open enrollment period, they may enroll in approved plans prior to
9 their first day of the month following hire date. If an employee fails to enroll, they will be placed in
10 the default medical, dental, and vision plans as determined by SEBB. Employee coverage will begin
11 the first day of the month following the hire date.

12
13 **Section 12.1.4. Sharing Health Care Contributions.**

14 SEBB does not allow for dual coverage. Spouses or domestic partners who are both employees of
15 the District may choose to enroll both employees for medical coverage under one (1) SEBB
16 account, along with medical and required benefits for their dependents. However, each employee
17 must register for dental, vision, and other required benefits under their own SEBB account.

18
19 **Section 12.1.5. Ineligibility.**

20 If the District anticipates that an employee will not be eligible for SEBB benefits, the District shall
21 notify the employee of the specific reason in writing by certified mail or have the employee sign a
22 document acknowledging their ineligibility. The District shall not deny or limit an employee's work
23 hours for the purpose of preventing the employee's eligibility for SEBB benefits.

24
25 **Section 12.2. Tort Liability.**

26 The District shall provide tort liability coverage for all employees subject to this Agreement.

27
28 **Section 12.3. State Industrial Insurance.**

29 The District shall make required contributions for State Industrial Insurance or an equivalent plan on behalf
30 of all employees subject to this Agreement.

31
32 **Section 12.4. Unemployment Compensation Fund Contributions.**

33 The District shall make contributions to an Unemployment Compensation Fund requisite to providing
34 unemployment benefits for all employees subject to this Agreement.

35
36 **Section 12.5. Retirement System Eligibility Hours Worked.**

37 In determining whether an employee subject to this Agreement is eligible for participation in the
38 Washington State Public Employees Retirement System, the District shall report all hours worked, whether
39 straight time, overtime, or otherwise.

40
41 **Section 12.6.**

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

45
46 **Section 12.7. Washington Long-Term Care Plan (WA Cares Plan).**

47 Effective January 1, 2022, the District will remit to the State of Washington the employees' contribution to
48 the long-term services and support trust.

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ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1.

Employees required by the District or the State to attend training courses as a condition of employment, shall be compensated at the appropriate hourly rate for all time in attendance, plus expenses. This will also include courses or workshops, sanctioned by the District that the employee might attend for professional improvement.

Section 13.2.

Employees who attend the yearly in-service shall receive a one (1) time payment of one hundred dollars (\$100) stipend for their attendance each year.

Section 13.3. Paraeducator Certificate Program.

The Paraeducator Standards Board (PESB) and the State of Washington have developed the following certification standards for Paraeducators in the State of Washington.

- A. Fundamental Course of Study (FCS) – Twenty-eight (28) hours of professional development (required)
- B. General Paraeducator Certificate – Seventy (70) clock hours of professional development (required after completing the FCS)
- C. Subject Matter Certificates – not required but can be completed as part of the General Paraeducator Certificate requirement.
- D. Advanced Paraeducator Certificate additional – not required

Section 13.3.1. Training Requirements.

- A. Paraeducators are only required to meet certifications when trainings are funded by the Washington State Legislature.
- B. The District is required to provide training for paraeducators for the FCS and the General Paraeducator Certificate if funded by the Legislature.
- C. Paraeducators are responsible for the cost of clock hours for alternative training not provided by the District and if training hours exceed those funded by the legislature.
- D. Each employee shall be paid their current hourly rate of pay for all required trainings, including any trainings that are scheduled outside of the normal workday.
- E. The District will make every effort to schedule the required training during the paraeducator’s workday, early release days, on conference days, flexible times, or in proximity to the start or end of the school year.
- F. Professional development hours which include clock hours and the state-approved apprenticeship program, will count towards continuing education credit hours.

- 1
2 G. If there are any legislature impacts to the paraeducator training or the completion of the
3 Paraeducator Certificates, the District and the Association agree to bargain the legislative
4 impact. Should the state discontinue funding for paraeducator certification, this section of
5 the CBA is null and void.
6

7 **Section 13.3.2. District Responsibilities.**

8 The District will be responsible for the following:

- 9
10 A. Provide training that meets the requirements of PESB in the Fundamental Course of Study
11 (FCS)/General Paraeducator Certificate (GPC) as required by the state.
12
13 B. Provide multiple opportunities for all Paraeducators to obtain clock hour training in the
14 Fundamental Course of Study, to include but not limited to upon hire, early release days,
15 professional days, and during conferences.
16

17 **Section 13.3.3. Paraeducator Responsibilities.**

18 Each Paraeducator is responsible to do the following:

- 19
20 A. Register for courses provided by the District or its designee, in District approved registration
21 process.
22
23 B. Maintain course completion documentation, as directed by the District. Submit evidence of
24 completion of required training (sign-ins, online certificates, etc.).
25
26 C. Complete the required hours of OSPI-approved clock hours as mandated by PESB and
27 defined by law.
28
29 D. District and the Association recognize that scheduling and limiting attendance at each
30 training may impact the employee's ability to complete training. Therefore, if employees fail
31 to meet qualifications, the District and the Association will address each employee on a
32 case-by-case basis.
33

34 **ARTICLE XIV**

35 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

36
37
38 **Section 14.1. PSE Dues Checkoff.**

39 The District shall deduct PSE state dues from the gross pay of any employee who authorized such
40 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
41 Public School Employees of Washington via Automated Clearing House (ACH) monthly when the
42 technology is available. Transmissions will include payments and an electronic list of all represented
43 employees with deduction amounts. The District shall remit transactions no later than five (5) working days
44 following payroll. Submissions are to include all employees covered by the Collective Bargaining
45 Agreement. A dues remittance form needs to accompany the payment every month and include
46 membership status changes (resignations, LOA, name changes, etc.) on the remit form or provide a list with
47 the dues file.
48

1 **Section 14.2. Authorizations and Revocations.**

2 An employee's written, electronic, or recorded voice authorization to have the District deduct membership
3 dues from the employee's salary must be made by the employee to Public School Employees of
4 Washington/SEIU Local 1948 (PSE). If the District receives a request for authorization of deductions, the
5 District shall as soon as practicable forward the request to PSE.

6
7 Upon receiving notice of the employee's authorization from PSE, the District shall deduct from the
8 employee's salary membership dues and remit the amounts to Public School Employees of Washington
9 /SEIU Local 1948 (PSE) no later than five (5) working days following payroll.

10
11 The employee's authorization remains in effect until expressly revoked by the employee in accordance with
12 the terms and conditions of the authorization. An employee's request to revoke authorization for payroll
13 deductions must be in writing and submitted by the employee to PSE in accordance with the terms and
14 conditions of the authorization. Revocations will not be accepted by the District if the authorization is not
15 obtained by the employee to PSE. After the District receives confirmation from the exclusive bargaining
16 representative that the employee has revoked authorization for deductions, the District shall end the
17 deduction effective on the first payroll after receipt of the confirmation. The District shall rely on
18 information provided by the exclusive bargaining representative regarding the authorization and revocation
19 of deductions.

20
21 **Section 14.3. New Hire Notification.**

22 (Reference RCW 41.56.035) Within twenty-one (21) business days of the hire date, the District will
23 provide an .XLSX digital file format to membership@pseofwa.org and the PSE Field Representative for
24 the newly hired employee and the information retained in the employers' records to the Union. The
25 information will include:

- 26 1. The employee's name and date of hire and, if a change in position, the new position start date.
- 27
28 2. The employee's contact information, including:
 - 29 ■ Cellular, home, and work telephone numbers.
 - 30 ■ Work and personal email addresses.
 - 31 ■ Home address or personal mailing address.
 - 32 ■ The employee's job title, employee ID, or unique identifier.
- 33
34 3. Annual salary for contracted work performed under the Collective Bargaining Agreement.
 - 35 ■ Rate of pay for contracted work.
 - 36 ■ Enhancements or stipends received by the employee.
 - 37 ■ Primary work site location or duty station

38
39 **Section 14.4. Local Chapter Dues.**

40 The District shall deduct local chapter dues in the October payroll each year and give the check to the local
41 chapter treasurer.

42
43 **Section 14.5. Political Action Committee.**

44 The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct
45 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily
46 chooses for deduction for political purposes and shall transmit the same to the Union.

1 **Section 14.6. Member Lists.**

2 (Reference RCW 41.56.035) Every one hundred twenty (120) business days, the District will provide an
3 .XLSX digital file format to membership@pseofwa.org and the PSE Field Representative for all employee
4 information retained in the employers' records to the Union. The information will include:

- 5
- 6 1. The employee's name and date of hire and, if a change in position, the new position start date.
 - 7
 - 8 2. The employee's contact information, including:
 - 9 ■ Cellular, home, and work telephone numbers.
 - 10 ■ Work and personal email addresses.
 - 11 ■ Home address or personal mailing address.
 - 12 ■ The employee's job title, employee ID, or unique identifier.
 - 13
 - 14 3. Annual salary for contracted work performed under the Collective Bargaining Agreement.
 - 15 ■ Rate of pay for contracted work.
 - 16 ■ Enhancements or stipends received by the employee.
 - 17 ■ Primary work site location or duty station.
 - 18

19 **Section 14.7. Hold Harmless.**

20 The Association agrees to defend and hold the District harmless against any legal action brought against the
21 District in reference to valid membership.

22
23 **ARTICLE XV**

24
25 **GRIEVANCE PROCEDURE**

26
27 **Section 15.1.**

28 Grievances or complaints arising between the District and its employees within the bargaining unit defined
29 in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and
30 Conditions of this Agreement, shall be resolved in strict compliance with this Article.

31
32 **Section 15.2. Grievance Steps.**

33
34 **Section 15.2.1. Step 1.**

35 Employees shall first discuss the grievance with their immediate supervisor. If employees so wish,
36 they may be accompanied by an Association representative at such discussion. The supervisor shall
37 have five (5) business days in which to respond. All grievances not brought to the immediate
38 supervisor in accordance with the preceding sentence within twenty (20) business days of the
39 occurrence of the grievance shall be invalid and subject to no further processing.

40
41 **Section 15.2.2. Step 2.**

42 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
43 subsection, the employee shall within five (5) business days reduce to writing a statement of the
44 grievance containing the following:

- A. The facts on which the grievance is based.
- B. A reference to the provisions in this Agreement which have been allegedly violated.
- C. The remedy sought.

The employee shall submit the written statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have five (5) business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.3. Step 3.

If no settlement has been reached within the five (5) business days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) business days to the District Superintendent or the Superintendent’s designee. After such submission, the parties will have ten (10) business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 15.2.4. Step 4.

If no settlement has been reached within the ten (10) business days referred to in the preceding subsection, a written statement of grievance shall be submitted within fifteen (15) business days to the District Board of Directors. After such submission, the parties will have thirty (30) business days from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

Section 15.2.5. Step 5.

If no settlement has been reached within the thirty (30) business days referred to in the preceding subsection, the employee may demand arbitration of the grievance using the expedited labor arbitration rules of the American Arbitration Association, or streamline at the option of the Association, with both parties sharing the cost equally. The decision of the arbitrator shall be final and binding on both parties.

Section 15.3.

The grievance or arbitration discussions shall take place whenever possible on school time. The employer shall not discriminate against any individual employee or the Association for taking action under this Article.

Section 15.4. Jurisdiction of the Arbitrator.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing



1 before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance
2 prior to having heard the merits of the grievance.

3
4 **Section 15.5.**

5 Timelines may be extended upon written mutual agreement of the parties.
6

7
8 **ARTICLE XVI**

9
10 **TRANSFER OF PREVIOUS EXPERIENCE**

11
12 **Section 16.1.**

13 Any new hire who had just previously been employed by any school district in the State of Washington and
14 is hired to perform work similar to that in which previously engaged, shall be given longevity credits in the
15 District in accordance with this Article.

16
17 **Section 16.2.**

18 The new hire shall be permitted to transfer one (1) year for each full year of prior work experience.
19

20 **Section 16.3.**

21 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except
22 the seniority provisions.
23

24
25 **ARTICLE XVII**

26
27 **SALARIES AND EMPLOYEE COMPENSATION**

28
29 **Section 17.1.**

30 Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.
31 Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and
32 rates paid with each paycheck.
33

34 **Section 17.2.**

35 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
36 Schedule A attached hereto and by this reference incorporated herein. The District agrees to implement a
37 Section 125 pay plan.
38

39 **Section 17.2.1. Wages.**

40 Salaries contained in Schedule A shall be for the entire term of this Agreement, or the effective date
41 on Schedule A, subject to the terms and conditions of Article XVIII, Section 18.3. Should the date
42 of execution of this Agreement be subsequent to the effective date, salaries, including overtime,
43 shall be retroactive to the effective date.
44
45
46
47
48

The parties agree each September 1 of the following years Schedule A will reflect the following:

1. 2024-2025
 - 3.7% IPD increase for all positions and steps on the Schedule A
2. 2025-2026
 - Wages will be open in 2025-2026 to negotiate.
 - Negotiate clock hours and maintenance/grounds/custodian certificates.
 - The parties can mutually agree to negotiate wages for 2026-2027.
3. 2026-2027
 - If wages are not negotiated in 2025 wages for 2026-2027 shall be negotiated.
 - Negotiate education credits.

Section 17.2.2.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.3, such retroactive pay shall 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 17.2.3.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year. The District shall fund the cost of incremental steps on the salary schedule.

Section 17.2.4.

Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

Section 17.2.5. Longevity Pay.

The following longevity payments will be made to employees who qualify:

- A. At the beginning of the eleventh (11th) full *year of service and every year thereafter, the wages of each employee shall be increased by the equivalent of one (1) week salary.
- B. At the beginning of the sixteenth (16th) full *year of service and every year thereafter, the wages of each employee shall be increased by the equivalent of two (2) weeks salary.
- C. At the beginning of the twenty-first (21st) full *year of service and every year thereafter, the wages of each employee shall be increased by the equivalent of three (3) weeks salary.
- D. At the beginning of the twenty-sixth (26th) full *year of service and every year thereafter, the wages of each employee shall be increased by the equivalent of four (4) weeks salary.

*Eligibility for longevity pay is based on full years of service in relation to the fiscal year of the School District. For example: an employee hired December 1, 1976, will begin their eleventh



1 (11th) full year of service on September 1, 1987. There will be a one (1) month grace period in
2 recognition of the fact that many employees begin employment at the beginning of school, which is
3 after September 1.
4

5 **Section 17.3.**

6 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour.
7

8 **Section 17.4.**

9 Any employee required by direction of the District to travel from one site to another in a private vehicle
10 during working hours shall be reimbursed for such travel on a per-mile basis at the prevailing Washington
11 State rate.
12

13 **Section 17.5.**

14 Employees required to remain overnight on District business shall be reimbursed for approved room and
15 board expenditures.
16

17 **Section 17.6.**

18 All less than full-time employees shall have the option of receiving pay on a pro-rated basis over twelve
19 (12) months.
20

21 **Section 17.7.**

22 The District shall pay the fees for the initial knowledge test and the new endorsements for the new
23 commercial driver's license testing program for all present bus drivers of the District.
24

25 **Section 17.8.**

26 Employees responsible for student personal or hygiene care (could include but not limited to changing
27 diapers, feeding tubes) will receive an additional one dollar (\$1.00) per hour. Employees who are
28 designated as "trainers" shall receive an additional one dollar (\$1.00) applied to their base wage, or the
29 wage designated by management, whichever is greater, excluding Driver Trainers.
30

31 **Section 17.9. Direct Deposit.**

32 All new employees hired after September 2009 will be paid by Direct Deposit. All current employees, who
33 accept this option, will also be paid by direct deposit.
34

35 **Section 17.10. Translators.**

36 Employees possessing bilingual skills and hired in positions posted as "Bilingual Required" or "Bilingual
37 Preferred" may be required to act as an interpreter. The District assumes full responsibility for the good
38 faith actions of any employee willing to perform such duties. Employees who perform such duties outside
39 of their job description shall be compensated at ten percent (10%) above their normal rate of pay.
40

41 **Section 17.10.1. Duties Assigned.**

42 All such duties must be specifically directed by an administrator.
43

44 **Section 17.10.2. Casual Visitors.**

45 The use of foreign language skills to interact with students or to communicate with casual visitors
46 shall not be considered interpreter duty.
47

SIGNATURE PAGE

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PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

KITTITAS CHAPTER #407

BY: */e-signed by Andres Armengol/*
Andres Armengol, Chapter President

DATE: *Dec. 16, 2024*

KITTITAS SCHOOL DISTRICT #403

BY: */e-signed by Tim Lagrange/*
Tim Lagrange, Superintendent

DATE: *Dec. 16, 2024*



KITTITAS SCHOOL DISTRICT #403
PSE Schedule A
2024 – 2025: 3.7% IPD

CLASSIFICATION	1-3 Yrs	4-5 Yrs	6-8 Yrs	9-10 yrs	11-13 yrs	14+ Yrs
PARA EDUCATOR						
Paraprofessional	17.02	17.83	18.69	19.58	20.53	21.52
Personal Hygiene Para (Additional \$1.00)	18.02	18.83	19.69	20.58	21.53	22.52
Bilingual Paraprofessional	17.68	18.53	19.41	20.35	21.32	22.35
Signing Paraprofessional	17.68	18.53	19.41	20.35	21.32	22.35
Braille Paraprofessional	17.68	18.53	19.41	20.35	21.32	22.35
Library Tech/Assessment Coord	19.29	20.22	21.18	22.20	23.26	24.38
SECRETARY/CLERICAL						
Secondary Secretary	20.42	21.40	22.43	23.51	24.64	25.82
Elementary Secretary	20.42	21.40	22.43	23.51	24.64	25.82
General Secretary	18.15	19.02	19.94	20.89	21.89	22.95
FOOD SERVICE						
Food Service Worker	17.02	17.83	18.69	19.58	20.53	21.52
Assistant Cook	18.15	19.02	19.94	20.89	21.89	22.95
MAINTENANCE						
Maintenance I	20.99	21.99	23.06	24.16	25.31	26.53
CUSTODIAL						
Custodian	18.72	19.61	20.56	21.55	22.58	23.67
Night Custodian (\$.50 Night Pay)	19.22	20.11	21.06	22.05	23.08	24.17
TRANSPORTATION						
Bus Driver	22.12	23.18	24.29	25.46	26.69	27.97
Bus Maintenance	22.69	23.78	24.92	26.12	27.37	28.71
Van/Car Driver (to/from)	19.29					
Driver Trainer	27.23					
NURSE						
Nurse	34.04	35.67	37.38	39.18	41.06	43.03
SPLA	32.34	33.87	35.51	37.22	38.99	40.86



1 **MEMORANDUM OF UNDERSTANDING**

2
3 BETWEEN
4 KITTITAS SCHOOL DISTRICT
5 AND
6 PUBLIC EMPLOYEES OF KITTITAS
7

8
9
10 The purpose of this Memorandum of Understanding (the “MOU”) is to set forth the following
11 agreement between Kittitas School District (the “District”) and Public Employees of Kittitas (the
12 “Association”).
13

14
15 Finding applicants to fill the school nurse position has been increasingly challenging. Despite efforts to
16 fill the position—including multiple job postings and other recruitment strategies—the District has not
17 filled it. The parties agree that having a school nurse is critical to the health and safety of our students
18 and the position cannot go unfilled. Accordingly, the parties agree that until the District fills the school
19 nurse position, it may use a contracted nurse to provide the necessary nursing services to students.
20

21
22 The District will continue to post the school nurse position and seek applicants to hire. The contract
23 with any uncontracted nurse will include a provision that the contract may be terminated for any reason
24 upon two weeks' notice.
25

26
27
28
29 This MOU shall be in effect from October 11, 2024 to June 30, 2024.
30
31
32
33

34 KITTITAS SCHOOL DISTRICT

35
36 */signed by Tim LaGrange/*
37 Superintendent (Tim LaGrange)

October 11, 2024
Date

38
39 PUBLIC EMPLOYEES OF KITTITAS

40
41 */signed by Andres Armengol/*
42 President (Andres Armengol)

October 11, 2024
Date

