

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MUKILTEO SCHOOL DISTRICT #6

AND

MUKILTEO EDUCATIONAL SERVICES PERSONNEL #1104

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington/ SEIU Local 1948
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TABLE OF CONTENTS

Page

ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1
ARTICLE II	RIGHTS OF THE EMPLOYER	2
ARTICLE III	RIGHTS OF THE EMPLOYEES	3
ARTICLE IV	RIGHTS OF THE ASSOCIATION	6
ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	8
ARTICLE VI	ASSOCIATION REPRESENTATION	8
ARTICLE VII	HOURS OF WORK/WORKING SHIFTS	9
ARTICLE VIII	HOLIDAYS AND VACATIONS	12
ARTICLE IX	LEAVES	13
ARTICLE X	SENIORITY	18
ARTICLE XI	EMPLOYMENT, PROBATION, AND LAYOFF	20
ARTICLE XII	EVALUATION	23
ARTICLE XIII	DISCIPLINE AND DISCHARGE OF EMPLOYEES	24
ARTICLE XIV	GROUP BENEFITS	25
ARTICLE XV	PROFESSIONAL DEVELOPMENT	25
ARTICLE XVI	ASSOCIATION MEMBERSHIP AND CHECKOFF	26
ARTICLE XVII	GRIEVANCE PROCEDURES	27
ARTICLE XVIII	NO STRIKE AGREEMENT	29
ARTICLE XIX	SALARIES AND EMPLOYEE COMPENSATION	29
ARTICLE XX	TERM AND SEPARABILITY OF PROVISIONS	31
SIGNATURE	PAGE	33
SCHEDULE A (2024 – 2025)		
MOU (Language Interpretation Training Program)		

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

Pursuant to the conditions set forth in the Public Employees' Collective Bargaining Act (RCW 41.56.010 et seq), this constitutes a contract between the Mukilteo School District Number 6 (hereinafter "District" or "Employer") and the Mukilteo Educational Services Personnel, local chapter of the Public School Employees of Washington (hereinafter "Association").

Section 1.2.

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

Section 1.3.

The bargaining unit to which this contract is applicable shall consist of all employees in the general job classifications of Paraeducator.

Section 1.4.

The parties agree to the following definitions related to employees:

PARAEDUCATOR

A Paraeducator is an employee working under the supervision of a certificated or licensed employee in an educational setting and providing instructional services or delivering other direct or indirect services to students and their families.

SPECIALIZED PROGRAM PARAEDUCATOR

A Specialized Program Paraeducator is a paraeducator assigned to one of the programs/positions listed in Section 19.2.

PARAPROFESSIONAL

A Paraprofessional is a Paraeducator who receives an educational stipend pursuant to Article XIX, Section 19.2.1.

PROFESSIONAL – TECHNICAL PARAEDUCATOR

A Professional-Technical (Pro Tech) is a Paraeducator in a specific position that the district, in its discretion, has posted as requiring some or all of the following: specialized experience and/or technical training, education or certification. For example, under the current contract, such positions include a sign language interpreter, ECEAP lead instructor and a one-on-one (1:1) LPN.

SUBSTITUTE*

A substitute employee is a worker hired for a limited time only to perform in a position that is vacant. Such worker is on an "on-call" basis.

TEMPORARY EMPLOYEE*

A temporary employee is a worker hired to a position that is limited in duration, not to exceed sixty

(60) consecutive working days. Such worker is hired with the understanding the employment will end upon the completion of the particular task for which they are hired.

REGULAR EMPLOYEE

A regular employee is a worker hired for a position that is reasonably expected to continue from year to year.

CONDITIONAL EMPLOYEE

A conditional employee is a worker hired to a position that is not reasonably expected to continue from year to year due to specific student needs, soft grant funding or other contingencies.

LEAVE REPLACEMENT*

A leave replacement employee is a worker who is hired for a specific period of time to replace an employee on approved leave.

*Substitutes, and temporary employees are covered under the terms and conditions of Section 1.8. Conditional employees, leave replacement employees, and regular employees are covered under all terms and conditions of this Agreement.

Section 1.5.

Nothing contained herein shall be construed to include in the bargaining unit those employees in positions that are not listed in Schedule A.

Section 1.6.

Upon receipt of a reasonable request, the District will provide the Association with electronic copies of the job descriptions for the positions described in Section 1.4. No substantial change in a job description shall be detrimental to the employee in that job classification.

Section 1.7.

The bargaining unit seniority list shall be maintained by the district and updated in November and March of each year. Such seniority list shall be provided to the President of the Association upon request.

Section 1.8.

Substitute employees and temporary employees will be paid at base rate (Schedule A) for each hour of required work. The only coverage of this agreement for represented substitutes and temporary employees is the application of Schedule A, which shall be subject to Article XVI, Association Membership and Checkoff and Article XVII, Grievance Procedures.

ARTICLE I I

RIGHTS OF THE 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 the provisions of this Contract, is the right to direct the work force, the

1 right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge,
2 demote, or take other disciplinary action against employees; and the right to release employees from duties
3 because of lack of work. The District shall retain the right to maintain efficiency of the District operation
4 by determining the methods, the means, and the personnel by which operations undertaken by the
5 employees in the unit are to be conducted.

6
7 **Section 2.2.**

8 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
9 District. In making rules and regulations relating to personnel policies, procedures and practices, and
10 matters of working conditions, the District shall give due regard and consideration to the rights of the
11 Association and the employees and to the obligations imposed by this Contract.

12
13 **Section 2.3.**

14 All matters not specifically and expressly covered or treated by the language of this Contract may be
15 administered by the District in accordance with such policy or procedures as the Board of Directors may
16 determine.

17
18
19
20 **ARTICLE III**

21
22 **RIGHTS OF THE EMPLOYEES**

23
24 **Section 3.1.**

25 It is agreed that all employees shall have and shall be protected in the exercise of the right, freely and
26 without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to
27 assist the Association shall be recognized as extending to participation in the management of the
28 Association, including presentation of the views of the Association to the Board of Directors of the
29 District or any other governmental body, group, or individual.

30
31 **Section 3.2.**

32 Each employee shall have the right, without reprisal, to bring work related matters of concern to the
33 attention of appropriate Association representatives and/or appropriate officials of the District.

34
35 **Section 3.3. Employee Representation.**

36 Supervisors shall inform the employees of their right to have an Association representative or designee
37 present at employee investigation meetings and/or disciplinary meetings between themselves and
38 supervisors or other representatives of the District and also as provided in Article XVII, Grievance
39 Procedure. Meeting subject matter will be stated at the onset of the meeting. Nothing in the Article is
40 intended to prevent supervisors from meeting with employees individually regarding regular routine work
41 matters.

42
43 **Section 3.4.**

44 Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of
45 race, creed, color, gender, sexual orientation, religion, national origin, age, marital status, disability, or any
46 other basis prohibited by law or Mukilteo School District policy, unless based on a bona fide occupational
47 qualification; provided, that the prohibition against discrimination because of disability shall not apply if
48 the disability prevents the safe, proper, or efficient performance of the employee's duties.

1 **Section 3.5.**

2 An employee shall have the right, upon reasonable notice, to inspect the contents of his/her official District
3 file. Inspection shall be in the presence of a District representative. File materials may be reproduced for
4 the employee as promptly as is feasible upon request and at employee expense. The employee shall have
5 the right to attach his/her statement to any derogatory material in such personnel file. At the request of the
6 employee, derogatory statements may be removed after they have been in the file for three (3) years if no
7 further similar or related incidents have arisen.

8
9 **Section 3.6. Employee Protection.**

10 The District shall protect and hold harmless any employee from any action, claim or proceeding instituted
11 against him/her arising out of the performance of duties for or employment with the District and hold
12 him/her harmless from any expenses connected with the defense, settlement or monetary judgment from
13 such actions, provided that the District shall not be obligated to assume any costs or judgments held
14 against the employee when such damages are proved to be due to the employee's willful negligence,
15 violation of law or criminal act as determined by a court of law.

16
17 Any case of assault upon an employee or by an employee shall be promptly reported to the building
18 administrator. The administrator shall promptly render all assistance to the employee in connection with
19 the handling of the incident by law enforcement and judicial authorities. Assaults on employees that
20 warrant time off on the day of the incident, as determined by the employee's supervisor, shall be paid and
21 will not be charged to any accumulated leave. If injuries sustained at work lead to the employee missing
22 additional days of work and the employee is subsequently approved for an L & I claim, the employee shall
23 be placed on paid leave for the three days before L & I coverage begins. The administrator/supervisor
24 shall inform Human Resources when an employee has been assaulted.

25
26 The District shall provide protection under the provisions of its insurance policy for loss or damage to
27 personal property of school employees while such employees are engaged in the maintenance of order and
28 discipline and the protection of school personnel and students and the property thereof, when that is
29 deemed necessary by the employee. The limit of liability hereunder shall be equivalent to the District's
30 liability insurance allowance per claim.

31
32 The District or its insurer shall reimburse an employee for any loss of or damage to personal property
33 necessarily used in the course of his/her duty when such loss or damage is willfully and maliciously
34 inflicted by students or persons known or unknown on school premises or while the employee is on duty,
35 subject to the following conditions:

- 36
37 A. Such personal property must be approved by the building administrator prior to use.
38
39 B. There must be proof submitted of the deductible amount under the employee's insurance
40 policy, or that the employee either has no insurance or that his/her insurance does not cover the
41 damage or loss in question. An employee must exhaust his/her own insurance recovery under
42 this provision.
43
44 C. There must be filed with the District Business Office immediately after the loss or as provided
45 in the District insurance policy, whichever is later, a claim for reimbursement.
46
47 D. The limit of liability shall be equivalent to the District's liability insurance allowance per
48 claim.

1
2 **Section 3.6.1. Access to Student Information.**

3 Students who are known to the building administrator to be health impaired, medically fragile,
4 using prescribed medication for a chronic medical condition, or severely behaviorally
5 disabled (SBD), shall not knowingly be placed under the supervision of a bargaining unit member
6 without informing the unit member of the condition of such student(s). Employees shall be
7 required to retain all information in the strictest confidence.

8
9 An employee assigned to work directly with a student on an Individual Education Plan (IEP),
10 Behavior Improvement Plan (BIP), or 504 Plan shall have access to the IEP, BIP, or 504 as soon as
11 reasonably possible.

12
13 **Section 3.6.2. Self-Protection.**

14 Employees, while acting within the scope of their duties as an employee of the Mukilteo School
15 District, may use reasonable, prudent, and legal measures with a student, patron or other person as
16 is necessary to protect him/herself from physical attack or injury, including contacting local law
17 enforcement.

18
19 The District shall provide training, as appropriate, for all employees.

20
21 **Section 3.6.3. Crossing Supervision.**

22 The District will make weather gear and communication devices available, as necessary, for
23 crossing supervisors.

24
25 **Section 3.7. Employee/Student Safety Concerns.**

26 An employee who has concerns regarding the safety of their working conditions shall discuss them with
27 their supervisor as soon as reasonably possible.

28
29 **Section 3.7.1. Employee Safety Training and Support.**

30 Where there are foreseeable risks, appropriate and/or additional training and support will be
31 provided to employees. The District will prioritize the training necessary to protect students and
32 staff in a timely way to assure that staff can appropriately meet the needs of students and be safe in
33 the assignment.

34
35 **Section 3.7.2. Personal Electronic Devices.**

36 Employees shall not be required to use their personal electronic devices while performing work
37 duties.

38
39 **Section 3.8.**

40 No employee shall be regularly required or directed to perform work outside of their job classification.

41
42 **Section 3.9. Toileting Duties.**

43 Paraeducators who perform diapering or toileting duties may request another staff member be present
44 while performing such duties. Requests will be honored when reasonably possible based on student and
45 staffing needs. Duties shall be shared as equitably as possible among classroom paraeducators, except 1:l
46 paraeducators.

ARTICLE I V

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all bargaining unit members; to present its views to the District on matters of concern, either orally or in writing, and to enter collective negotiations with the object of reaching a contract applicable to all employees.

Section 4.2.

The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

Section 4.3.

At the time of initial employment all bargaining unit employees shall be provided a copy of this Agreement to be furnished to the District by the Association.

Section 4.4.

The Association reserves and retains the right to delegate any of its rights or duties contained herein to appropriate officials of the Public School Employees of Washington State Organization. The District will be given reasonable, advanced notification if any rights or duties are delegated to a PSE official other than the established representative.

Section 4.5.

The President of the Association and designated representatives will be provided time off without loss of pay to a collective maximum of ten (10) days per year to attend regional or state meetings when the purpose of those meetings is in the best interests of the District as determined by the District administration. Such days shall be known as President's Days and requests for such days must be in writing to the Superintendent/or designee at least five (5) work days prior to the release day(s) requested, except by mutual agreement.

The District shall also allow release time up to sixteen (16) hours per year, with pay, for the President of the Association or designee to attend the New Employee Orientation offered by the District, for up to thirty (30) minutes per meeting. Such release time shall also include individual meetings with new employees at their worksite during their break periods or before/after their shift. The need for release time must be communicated with the employee's supervisor at least forty-eight (48) hours in advance. Release time for worksite visits must be approved by the supervisor.

Section 4.6. Bargaining Unit Information.

During the term of the contract, and no later than December 1st, the District will provide electronic notification to membership@pseofwa.org and the Association President or their designee, in accordance with RCW 41.56.035 and RCW 41.56.037. Such information will be updated on a quarterly basis to include new employees.

Section 4.7.

The District shall provide bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be

1 posted. There shall be no other distribution or posting by employees or the Association of pamphlets,
2 advertising, political matters, notices of any kind, or literature on District property, other than herein provided.
3 The responsibility for the prompt removal of notices from the bulletin boards after they have served their
4 purpose shall rest with the individual who posted such notices. The Association agrees not to put any notice
5 that may be derogatory or defamatory to any member of the Board nor any employee of the District.
6

7 **Section 4.8.**

8 Representatives of the Association, upon making their presence known to the District, shall have access to the
9 District premises during business hours, provided that no conferences or meetings between employees and
10 Association representatives will in any way hamper or obstruct the normal flow of work, except under
11 emergency conditions.
12

13 **Section 4.9.**

14 Employees acting as Association representatives and conducting Association business shall do so only during
15 non-work time, (such as break time/lunch), except during grievance procedures as provided in Article XVII
16 herein.
17

18 **Section 4.10. Safety Committees.**

19 Each worksite will create and maintain a safety committee per State law. For each site that has at least one (1)
20 MESP member, MESP will be offered an employee representative on the committee.
21

22 **Section 4.11. Building Leadership Teams.**

23 In any building that establishes a Building Leadership Team (BLT), MESP members at that site shall have an
24 annual option to select a representative for the team. Employees will be nominated by themselves, other
25 MESP members, or building administrators and selected by the school's administration through a
26 collaborative process to serve on their school's leadership team. BLT representation is voluntary and the
27 MESP representative may accrue Exchange Time for attendance at scheduled meetings that occur outside the
28 employee's regular working hours.
29

30 **Section 4.12. Use of District Mail Systems.**

31 The Association shall have the right to use employee mailboxes and the District e-mail system for
32 communication purposes. The Association shall have the right to use a school's regular bulletin board for
33 announcement of Association meetings.
34

35 Materials, publications, and/or written announcements may be distributed through personal contact,
36 mailboxes, district email and/or posting. Materials posted or distributed through mailboxes will have the date
37 and the name of the individual posting, or the organization publishing such materials. A copy of publications
38 distributed through the mailboxes or District e-mail and originating from the MESP and/or PSE office will be
39 provided to the Director of Human Resources and shared with the department supervisor or principal.
40 The communication processes herein set forth shall not be used to endorse political candidates, personal
41 issues, or exploit students or staff.
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1 ARTICLE V

2
3 APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

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5 **Section 5.1.**

6 It is agreed and understood that matters appropriate for consultation and negotiation between the District
7 and the Association are grievance procedures and negotiations on personnel matters, including wages,
8 hours, working conditions and benefits.

9 Neither party shall be compelled to agree to a proposal or be required to make a concession unless
10 otherwise provided by law.

11
12 **Section 5.2.**

13 The Association President will, upon request, be advised of current information regarding staffing.
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16

17 ARTICLE VI

18
19 ASSOCIATION REPRESENTATION

20
21 **Section 6.1. Labor Management Committee.**

22 The Association will designate a Labor Management Committee of three (3) members of the bargaining
23 unit who will meet with the Director of Human Resources and his/her designated team on a mutually
24 agreeable basis to discuss matters of mutual concern.

25
26 **Section 6.2.**

27 These meetings are not intended to bypass the grievance procedure or to negotiate items specified in
28 Article V, Section 5.1. Meetings will be held at least quarterly and at other times on a mutually agreeable
29 basis. Both parties shall submit an agenda for items they wish to discuss, except under emergency
30 conditions.

31
32 **Section 6.2.1.**

33 When mutually agreed, time off with pay during working hours will be allowed for the three (3)
34 bargaining unit representatives; provided, however, the District shall not incur overtime obligations
35 for these meetings.
36

37 **Section 6.3.**

38 Each party shall be responsible for taking and dispersing minutes of meetings if they so desire.
39

40 **Section 6.4.**

41 The District shall be notified no less than two (2) days in advance when the bargaining unit representative
42 intends to attend these meetings.
43

44 **Section 6.5.**

45 It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit,
46 restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.
47
48

1 **Section 6.6.**

2 The District will collaborate with the Association regarding the school calendar through the Labor-
3 Management Committee (LMC) process.
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7 **ARTICLE VII**

8
9 **HOURS OF WORK/WORKING SHIFTS**
10

11 **Section 7.1.**

12 The typical workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two
13 (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
14 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days
15 of rest. The parties recognize and agree that certain programs/sites may have work weeks which are
16 different from the typical work week described herein.
17

18 **Section 7.2.**

19 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed
20 without prior notice to the employee of two (2) calendar weeks, unless mutually agreed upon by the
21 employee and the supervisor or in cases of emergency. Such notice shall be in writing.
22

23 **Section 7.2.1.**

24 It is recognized by the District that split shift assignments may not be desirable to some employees.
25 Therefore, the following limitations shall apply:
26

- 27 (i) if an employee has an assignment of five (5) hours or less, the assignment may include
28 only one (1) split shift of no more than sixty (60) minutes of non-work time; or
29 (ii) if an employee has an assignment of more than five (5) hours, the assignment may
30 include only one (1) split shift of no more than sixty (60) minutes of non-work time
31 inclusive of the thirty (30) minute duty free lunch break.
32

33 **Section 7.3.**

34 All employees working more than five (5) hours per day shall receive a minimum thirty (30) minute
35 uninterrupted duty free lunch period on employee's time, away from the employee's work station. The
36 thirty minute uninterrupted duty free lunch period shall be scheduled as near the middle of the shift as is
37 practicable. All employees working more than (5) hours will have a fifteen (15) minute first half and a
38 fifteen (15) minute second half rest period on employer's time. Any employee working three (3) to five (5)
39 hours per day shall be given a fifteen (15) minute rest period on District time. The employee and
40 supervisor will annually, by October 31st, confer to ensure ample time exists within the employee's
41 schedule to attend to email communication and transitions throughout the workday.
42

43 **Section 7.4.**

44 Employees interrupted to work or required to work any portion of their regular lunch period will be given
45 time to eat at a time agreed upon by the employee and supervisor. In the event a situation arises which
46 requires an employee to forego any portion of a lunch period or the employee works the entire shift
47 including the lunch period the employee shall be monetarily compensated for the foregone lunch period.
48

1 **Section 7.5. Notification of School Closure.**

2 Notification of district-wide school closure or individual school(s) closure(s) will be made using the
3 District's designated communication systems. It is the employee's obligation to check the area television
4 and radio stations and online resources for information updates on school closures.

- 5
- 6 A. **District-Wide School Closures** – Employees should not report to work in the event that all
7 District schools are closed due to inclement weather, power outage or some other emergency;
8 provided, that if an employee does not receive timely notification due to his/her work schedule
9 that District schools are closed and reports to work, the employee shall receive a minimum of
10 two (2) hours of pay at base rate. The missed day will be added as an additional work day to
11 the end of the employee's regular work year.
- 12
- 13 B. **Individual School(s) Closure(s)** – In the event that an individual school is closed due to
14 inclement weather, power outage or some other emergency, all building employees are required
15 to report to work unless specifically notified to the contrary by their building administrator or
16 supervisor. In the event a building employee chooses not to report to work when his or her
17 individual building is closed due to inclement weather, power outage or some other emergency,
18 he/she may use a personal leave day, an emergency leave day, or a day without pay. Calendar
19 adjustments shall not be permitted for these absences. Depending on the reason(s) for the
20 individual school closure, employees may be reassigned to another work site for all or part of
21 the day.”
- 22
- 23 C. **District-Wide Late Arrival.** If inclement weather, power outage or some other emergency
24 makes it necessary to delay the start of a school day, employees are expected to report to work
25 at their regularly scheduled time or as soon as reasonably (safely) possible.

26

27 If any employee chooses not to work when schools are delayed, he or she can take a personal leave day or
28 emergency leave day or pay will be deducted for the absence. Calendar adjustments will not be allowed
29 for those absences.

30

31 If any employee is late in arriving to work, the employee may take emergency leave (deducted from sick
32 leave account) or pay will be deducted for the late arrival.

33

34 **Section 7.6. 1:1 Paraeducator Assignments.**

35 In recognition of the unique nature of 1:1 paraeducator assignments, the following parameters will apply
36 to the assignment of 1:1 paraeducator positions:

37

38 Conditional 1:1 Paraeducators:

- 39
- 40 • Assigned to support specific students and subject to the definition of a conditional employee in
41 Section 1.4.
 - 42 • If student needs change during the school year, the impacted 1:1 paraeducator will be transferred to
43 a different 1:1 position with similar hours at the District's discretion for the remainder of the
44 school year, if available. If one is not available, the assignment will end when the position is no
45 longer needed.
 - 46 • Upon completion of their assignment at the end of the school year, may be invited back into the
47 same or similar assignment for the next school year.
- 48

Continuing 1:1 Paraeducators:

- “District” positions not subject to bidding under Section 10.7.1.
- Allocated to the Special Services Department and assigned to support specific students.
- Will annually be notified of their tentative assignment for the following school year prior to June 15th. Placement to begin the new school year will be confirmed in August.
- If student needs change during the school year, the impacted 1:1 paraeducator will be transferred to a different 1:1 position with similar hours at the District’s discretion. If one is not available, the 1:1 paraeducator will be assigned to an open non-1:1 position for the remainder of the school year. The 1:1 paraeducator will return to the 1:1 pool after the school year and be assigned to a new 1:1 position for the following year.
- Reductions in hours between school years will be applied by seniority within the continuing 1:1 paraeducator group.
- If there is a need to reduce continuing 1:1 paraeducator staffing, reductions will be made per the layoff procedures in Section 11.6.

During the 2024-25 school year only, as the District transitions to hiring continuing 1:1 paraeducators, continuing 1:1 positions will be offered to currently employed conditional 1:1 paraeducators by seniority. Continuing 1:1 positions for the 2025-26 school year and all subsequent years will be filled via the standard hiring process, per Section 11.4.

Section 7.7.

All assigned hours of employment over forty (40) hours per week, shall be compensated at the rate of one and one-half (1½) times the employee's step hourly rate.

Section 7.7.1.

All assigned hours worked on the sixth (6th) and seventh (7th) consecutive day shall be compensated at the rate of one and one-half (1½) times the employee's step hourly rate.

Section 7.8.

Employees shall be compensated at the appropriate rates for all time spent, as required by the Supervisor. This shall include, but not be limited to, staff meetings, conferences, and required discussions with supervisors. All employees shall receive at least twenty-four (24) hours notice of any staff meeting or conference unless such is called under emergency conditions.

Section 7.8.1.

A paraeducator, with the approval of her/his building principal, shall be allowed to reschedule a maximum of six (6) days’ scheduled work hours, from early release days or when students are not in the building in exchange for comparably scheduled work hours. All schedule changes pursuant to this provision shall be confirmed in writing by the employee and building principal. Exchange hours can accumulate throughout the school year and shall be tracked on the District-provided Exchange Form.

Upon completion of twenty (20) years of service an employee may use one (1) exchange day per year on a student day with approval of their principal. The employee shall notify the substitute office as soon as possible but no later than five (5) days prior to the use of the exchange day. The exchange day shall not be used to extend any holiday, vacation or other leave.

1 **Section 7.8.2.**

2 Prior to the start of the school year, paraeducators shall attend the building staff meeting scheduled
3 on one (1) of the certificated employee work days prior to the first student day of school.
4 Paraeducators shall attend the meeting unless excused by the principal. Each building will be
5 allocated five (5) hours of paid time per paraeducator for attendance at this meeting. In the event
6 the building staff meeting is shorter than five (5) hours, the paraeducator may use the remaining
7 time for preparation activities for school opening. Paraeducators will fill out an individual time
8 sheet showing the hours worked on this day and return the time sheet to the principal for
9 processing by payroll.

10
11 **Section 7.8.3.**

12 During the school year, a principal may request his/her paraeducators to participate in specific staff
13 meetings. When requested by a principal, a paraeducator shall attend the meeting unless excused
14 by the principal. Each building will be allocated a yearly total of three (3) hours per paraeducator
15 of paid time for attendance at specific staff meetings. Paraeducators will fill out an individual time
16 sheet for attendance at a staff meeting and return the time sheet to the principal for processing by
17 payroll.

18
19 **Section 7.8.4. Paraeducator Working Beyond Scheduled Hours.**

20 Prior approval from administrators is required when paraeducators are needed to perform tasks
21 which are beyond their scheduled hours, except in circumstances where unexpected student
22 supervision dictates the need for the additional hours. No Paraeducator shall be expected to
23 consult with teachers on their own time

24
25 **Section 7.9. Overtime.**

26 Overtime assignments shall be approved and distributed in accordance with the seniority provisions as
27 hereinafter provided within the school building unless contiguous with the assigned work shift. In the
28 assignment of overtime, the District agrees to provide the employee with as much advance notice as
29 practicable in the circumstances. Normally, employees designated to work overtime on days outside their
30 regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of
31 the last shift before the overtime commences, except in emergency or unless extension of a job.

32
33 **Section 7.10.**

34 Sixty (60) working days after the first student day, the District shall provide each employee a written
35 notice of their assignment, number of days to be worked, pay rate, and step.

36
37
38
39 **ARTICLE VIII**

40
41 **HOLIDAYS AND VACATIONS**

42
43 **Section 8.1.**

44 Included in the hourly rate of pay on Schedule A is the following holiday (per the District calendar) and
45 vacation pay factor: (a) step I - 9.7%; (b) step II - 10.75%; (c) step III - 11.75%; (d) step IV - 12.75%; (e)
46 step V - 13.75%, (f) step VI - 14.75%, (g) step VII - 15.75%.

1 **Section 8.2.**

2 All employees shall receive their basic compensation in twelve (12) equal monthly payments.
3
4
5

6 **ARTICLE IX**

7
8 **LEAVES**
9

10 **Section 9.1. Family and Medical Leave Act.**

11 Pursuant to the provisions of the Family and Medical Leave Act of 1993, the Mukilteo School District
12 shall provide appropriate family and medical leave for all eligible employees. The current twelve (12)
13 weeks of guaranteed unpaid leave provided by the Federal Family and Medical Leave Act of 1993
14 (including Washington State Family and Medical Leave) shall be considered to run concurrently with any
15 leave provided in this Agreement that fits the reasons for taking leave under said law.
16

17 **Section 9.2. Sick Leave.**

18 Each employee shall accumulate sick leave to the legal limit at the following rate: One (1) day per
19 working month; provided, however, no employee shall receive less than ten (10) days for each school year
20 worked. Sick leave shall be front loaded at the beginning of each school year. Sick leave shall be vested
21 when earned and may be accumulated. Sick leave benefits shall be paid on the basis of base hourly rate
22 applicable to the employee's normal daily work shift; provided, however, that should an employee's
23 normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick
24 leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick
25 leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. In the
26 event an employee separates before the end of the contract year, sick leave will be pro-rated on a monthly
27 basis.
28

29 **Section 9.2.1. Sick Leave Use.**

30 Employees may use accrued sick leave to care for themselves or a family member for the
31 following reasons: mental or physical illness, injury, or health condition; to accommodate the
32 employee's/family members' need for medical diagnosis, care, or treatment of a mental or physical
33 illness, injury, or health condition; or, for an employee's/family member's need for preventative
34 medical care; or for other purposes authorized by and in accordance with state law.
35

36 For the purposes of this Section, a family member shall be defined as a child including a
37 biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco
38 parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status; a parent,
39 including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an
40 employee or the employee's spouse or registered domestic partner, or a person who stood in loco
41 parentis when the employee was a minor child, a spouse, registered domestic partner, grandparent,
42 grandchild or a sibling, or in accordance with RCW 49.46.210.
43

44 Employees may use sick leave for absences that qualify under Section 9.10. Domestic Violence
45 Leave.
46

47 The District may require a signed statement from a licensed medical practitioner to verify the need
48 for treatment, care, or supervision for any absence of five (5) days or more.

Section 9.2.2. Sick Leave Attendance Incentive Program.

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

Section 9.2.3.

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

Section 9.2.4.

Employees who have accrued sick leave while employed by another public school district in the State of Washington, to the extent provided by law, shall be given credit for such accrued sick leave upon employment by the District.

Section 9.3. Bereavement Leave.

Up to five (5) days leave with pay will be granted in the event of each death in the immediate family and/or member of household. For this purpose the immediate family is defined to include: mother, step-mother, father, step-father, guardian, brother, step-brother, sister, step-sister, half-brother, half-sister, husband, wife, domestic partner, son, step-son, daughter, step-daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild or grandparent; and up to two (2) days for funerals of other relatives (aunt, uncle, niece, nephew, first cousin). Familial relationships of a domestic partner shall be equal to those of husband/wife. Any leave taken from this Section shall not be deducted from sick leave. Any additional bereavement leave requested under this Section must be submitted to the Director of Human Resources for consideration with final approval by the Board of Directors.

Section 9.4. Emergency Leave.

Each employee shall be entitled to use days of accumulated sick leave with pay for emergencies. Sick leave hours must be available and such leave, if used, shall be deducted from accumulated sick leave. A written explanation is required on the absence report form. Any leave under this section is noncumulative. Emergency is defined as sudden, unanticipated, and where preplanning and unforeseen circumstances could not relieve the necessity for the absence. Emergency leave shall be granted as defined in the following:

- A. The problem must have been suddenly precipitated or must be of such a nature that preplanning could not relieve the necessity for the absence.
- B. The problem must be one of major importance and not a mere convenience.

It is not the intent of this emergency leave provision to provide or expand upon or to add to vacations, weekends, or other types of leaves because of transportation problems.

1 **Section 9.5. Personal Leave.**

2 Three (3) days leave with pay may be taken for personal matters and not deducted from sick leave. Such
3 leave must be made at least seventy-two (72) hours in advance. The employee will be notified of approval
4 or denial of personal leave as soon as reasonably possible, but in no event later than two (2) working days
5 from receipt of the request by the District. The employee shall notify the District Substitute Office as soon
6 as reasonably possible but no later than twenty-four (24) hours prior to taking such leave.

7
8 Employees may utilize Personal Leave in whole or half day increments except one quarter (1/4) day
9 increments may be utilized on any days of early student release. Personal leave shall not be used to extend
10 any holiday, vacation, or other leave; except, personal leave shall be allowed after students leave on the
11 day before Thanksgiving. Otherwise, upon presentation of documentation showing extenuating
12 circumstances, personal leave during the first or last week of the school year or consecutive to a holiday,
13 vacation or other leave, may be granted by the Superintendent or designee.

14
15 At the end of a school year, unused personal leave will accumulate automatically to a maximum of three
16 (3) unused personal days. Accumulated personal leave in excess of three (3) days per year will be
17 automatically cashed out at the end of every year at the employee's daily shift rate of pay. Only three (3)
18 personal leave days may be used consecutively unless approval is received by the Director of Human
19 Resources.

20
21 **Section 9.6. Childbirth and Childcare Leave.**

- 22
23 A. Childbirth Leave: Childbirth leave refers to the period of temporary disability due to pregnancy
24 and/or the birth of a child by an employee. The length of childbirth leave may vary and is based
25 on the employee's and child's needs as verified by a treating physician.

26
27 An employee who is pregnant may take a leave without pay or use some and/or all of their
28 accumulated illness, injury, or emergency leave to cover temporary disabilities caused or
29 contributed to by pregnancy, childbirth and recovery therefrom. The purpose of this option is to
30 cover only the period of disability and should not be used if the employee desires a longer leave
31 (for childcare leave, see section B. below). Notice of the number of accumulated illness, injury, or
32 emergency leave days the employee intends to use consecutively and intends to retain shall be
33 provided at the time they notify the District as required below. Leave days for the disability period
34 not covered by illness, injury or emergency leave shall be without pay and benefits unless
35 otherwise required by law.

36
37 Except in cases of medical emergency, the employee shall inform the District at least thirty (30)
38 school days in advance of their intention to take leave, and of the approximate time they expect to
39 return to work.

40
41 Childbirth leave shall extend no more than thirty (30) work days immediately following childbirth
42 unless the employee's physician certifies that the employee is unable to perform their normal
43 duties as an employee due to a temporary disability caused by childbirth. Sick leave may be used
44 on contracted calendar year days while on childbirth leave.

- 45
46 B. Childcare Leave: Childcare leave refers to the following circumstances:
47 1. after the disability period related to pregnancy, or
48 2. after the birth of a child, or

- 1 3. after the adoption of a child, or
2 4. after acquiring long-term parental guardianship due to the execution of a will or by statute.

3
4 An employee may take a leave without pay or use some and/or all of their accumulated illness,
5 injury, or emergency leave for childcare leave. Notice of the number of accumulated illness,
6 injury, or emergency leave days the employee intends to use and intends to retain shall be
7 provided at the time they notify the District. Employees shall inform the District at least thirty
8 (30) days in advance of their intention to take childcare leave and the date of return shall be set at
9 the time the leave is granted. Childcare leave must be taken within twelve (12) months following
10 childbirth leave, the date of birth of a child, the date of adoption, or the date of acquiring long-
11 term parental guardianship due to the execution of a will or by statute. Childcare leave is not
12 required to be contiguous with the date of the childbirth leave, birth, adoption or long-term
13 parental guardianship, and may be taken in up to three (3) separate increments of not less than ten
14 (10) days within the twelve (12) month childcare leave period.

15
16 At the time of request for Childbirth and/or Childcare Leave, the employee shall indicate whether he or
17 she desires to return to his or her current position. Employment shall be guaranteed upon return from
18 Childbirth and/or Childcare Leave to the former position if such has been requested under this Section. If
19 return to said position has not been requested, reassignment will be made to an equivalent position with at
20 least equivalent compensation.

21
22 **Section 9.7. Judicial Leave.**

23 In the event an employee is summoned to serve as a juror, or subpoenaed as a witness in court, other than
24 as a party, or is named as a co-defendant with the District, such employee shall receive a normal day's pay
25 for each day of required presence in court. In the event that an employee is a party in a court action, such
26 employee may request a leave of absence.

27
28 **Section 9.8. Leave of Absence.**

29 Request for leave of absence is to be made in writing to the Director of Human Resources. Upon
30 recommendation of the immediate supervisor through administrative channels to the Director of Human
31 Resources, and upon approval of the Board of Directors, an employee may be granted a leave of absence
32 for a period not to exceed one (1) year.

33
34 **Section 9.8.1.**

35 With the exception of extended leave for personal illness and education leave for which the
36 employee shall be guaranteed the right of return to his/her position for up to one year, the District
37 will guarantee the right of return to the previously held position up to six (6) weeks in duration.
38 For leaves, with the exceptions as noted above, for six (6) weeks or longer, the returning employee
39 will not necessarily be assigned to the identical position occupied before the leave of absence.
40 However, provided a vacancy exists for which the employee is qualified; the employee shall be
41 reinstated to a position equivalent in duties and hours to that held at the time the request for leave
42 of absence was approved.

43
44 **Section 9.8.2. Leave without Pay.**

45 An employee with at least five (5) years of Mukilteo School District service, upon reasonable
46 notice and written request to the Director of Human Resources, shall be granted a leave of absence
47 without pay for no more than five (5) days for matters not within the scope of other leave
48 provisions herein. Such leave is contingent upon the District's ability to arrange for a substitute

paraeducator. An employee who has utilized any leave under this paragraph shall become eligible for another such leave after serving an additional five (5) years in the District. This leave may not be used (a) the first or last week of the student school year or (b) consecutive to a holiday, vacation or other leave of absence.

Section 9.8.3.

Upon returning from leave of absence, of more than five (5) days, the employee's seniority shall be adjusted by removing the leave of absence time from total service time.

Section 9.8.4.

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

Section 9.9. Adoption Leave.

Upon written application to the Superintendent or designee, adoption leave without pay may be granted for up to one (1) year to an employee for the care of a newly adopted child. If such adoption leave is granted, the employee shall notify the Superintendent and his/her immediate supervisor as soon as possible of his/her intention to take adoption leave and the planned time for commencement of that leave. All conditions pertaining to the return to duties shall be those described in Sections 9.8.1, 9.8.2. and 9.8.3.

Section 9.10. Domestic Violence Leave.

The District shall comply with the Domestic Violence Leave Act as set forth in the state law, by allowing an employee reasonable leave from work, intermittent leave or leave on a reduced schedule when the employee or an employee's family member is a victim of domestic violence, sexual assault, or stalking. Such leave provides the employee an opportunity to stay away from the abuser and/or participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's Sick Leave. Contact the Director of Human Resources for specific verification and notice requirements.

Section 9.11. Religious Leave.

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, in accordance with RCW 1.16.050. An employee requesting to take leave for religious purposes must submit written notification to the Director of Human Resources for review at least five (5) work days in advance of the requested leave.

Section 9.12. Leave Sharing.

Employees may donate sick leave to a fellow employee within the MESP bargaining unit who is suffering from or has a relative suffering from an extraordinary or severe illness, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

A. An employee shall be eligible to receive shared leave under the following conditions:

1. The employee's job is one in which sick leave can be used and accrued.
2. The employee is not eligible for time loss compensation, September 1 through August 31.
3. The employee has abided by District policies regarding the use of sick leave.

4. The employee is not required to deplete all of the employee's leave and can maintain up to forty (40) hours of the applicable leave types in reserve.
5. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.

B. An employee may donate sick leave to specific individuals using the following criteria:

1. The employee must have accrued more than one hundred seventy-six (176) hours of sick leave.
2. Employees may not donate an amount of sick leave that will result in his or her sick leave account going below one hundred seventy-six (176) hours.
3. All donated sick leave must be given voluntarily.
4. Donations are to be made on an hour for hour basis.
5. Donated sick leave is used in the order in which it was received. Any unused donated sick leave will be returned to donors in the reverse of the order in which it was donated.
6. An employee shall no longer be eligible to receive shared leave as of the date when the Long Term Disability (LTD) carrier notifies the District that the employee's waiting period has been met and the LTD benefits have become payable.

Section 9.13. Notice.

An employee who desires to return to work from a leave or extend an approved leave shall notify Human Resources prior to reinstatement or extension. Such notification should be made as soon as the requested date of return is known, no later than seven (7) calendar days prior to the expiration of such leave or the requested date of return to work. An employee returning from health leave shall submit a physician's or licensed practitioner's statement of fitness for full duty; the District may require an employee to submit to examination by a doctor of its choosing at its expense before an employee returns to work from a health leave or any other time the fitness of an employee to perform his or her duties is in question.

In the event an employee who has been granted a leave does not notify the employer of their plan to return to work or extend the leave in accordance with the provisions contained in this Section, the employee shall forfeit all rights to reinstatement of employment with the District. Extenuating circumstances may be considered by the District for exceptions to this Section.

In the event an employee who has been granted a leave requests to return to work prior to the scheduled termination of such leave, the District shall have total discretion in regard to reinstatement prior to the scheduled date of reinstatement.

ARTICLE X

SENIORITY

Section 10.1.

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

1 **Section 10.2.**

2 The seniority rights of an employee shall be adjusted pursuant to Section 9.8.3. in the case of an approved
3 leave of more than five (5) days for social or recreational purposes.
4

5 **Section 10.3.**

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

- 7 A. Resignation
 - 8 B. Discharge
 - 9 C. Retirement
- 10

11 **Section 10.4.**

12 Seniority rights shall not be lost for the following reasons:

- 13 A. Time lost by reason of industrial accident, industrial illness, maternity leave or judicial leave;
 - 14 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
15 States;
 - 16 C. Time spent on other authorized leaves;
 - 17 D. Time spent in layoff status as hereinafter provided.
- 18

19 **Section 10.5.**

20 Employees who assume positions with the Mukilteo School District outside the MESP bargaining unit shall
21 retain their accrued seniority. However, no seniority shall be accrued for work outside MESP should an
22 individual subsequently return to the bargaining unit.
23

24 **Section 10.6.**

25 In the event that two (2) or more employees have the same hire date, seniority shall be determined by Lot;
26 except for a conditional employee hired to a regular position. For a conditional employee hired to a regular
27 position on a date when a Lot is necessary, the former conditional employee will receive the senior Lot
28 placement. In the event that two (2) or more former conditional employees have the same regular hire date,
29 seniority order will be determined by order of their previous conditional hire dates.
30

31 **Section 10.7.**

32 The employee with the earliest District seniority date within the building where the employee is assigned
33 will have preferential rights regarding:
34

- 35 A. Regular daily hours – which are defined as assigned daily hours of bargaining unit work. (Regular
36 daily hours do not necessarily include specific job duties). Such time shall be bid annually no later
37 than five (5) working days prior to the end of the school year. All positions posted for bid shall
38 include the applicable hourly rate(s). Staff will be notified of their tentatively assigned job duties
39 prior to the end of the school year.
40

41 During the bidding process, buildings shall be allowed up to 2 (two) instances of seniority bypass
42 based on position needs, including skills/abilities and specialized training. In the event of a bypass,
43 the affected Paraeducator(s) shall not lose more than thirty (30) minutes from the bid upon time.
44 There shall be no right to grieve the designated seniority bypasses of regular daily hours.
45

46 The District may designate certain assignments as specialized program or “District” positions
47 which are not subject to bidding. Employees filling District positions that are assigned to a single
48 building shall notify Human Resources by March 1st of each school year if they choose to leave

1 their District position and bid for next year's non-District position hours with other building staff
2 based on seniority. Aside from this annual option, employees filling District positions shall have
3 no building seniority regarding selection of building hours/positions should they desire to no
4 longer fill the District position.

5
6 B. Overtime.

7
8 C. Scheduling of Personal Leave.

9
10 Seniority applies after schedule availability, skills/abilities and program considerations, to the following:

11
12 D. Overload – An employee shall not receive overload hours if such time would require the District to
13 pay overtime.

14
15 E. Reduction in hours – An employee who is reduced in hours by more than one (1) hour per day
16 shall be allowed to bump a junior employee within the building in order to recover hours.

17
18 F. Additional hours that are new to the building throughout the year.

19 20 21 22 **ARTICLE X I**

23 24 **EMPLOYMENT, PROBATION AND LAYOFF**

25 26 **Section 11.1.**

27 A new hire shall remain in a probationary status for a period of sixty (60) days of work. During this
28 probationary period the District may discharge such employee at its discretion. Upon approval from the
29 Director of Human Resources, the probationary period may be extended for an additional thirty (30) days.
30 The Association shall be notified of all probationary extensions.

31 32 **Section 11.2.**

33 While on probation, a new hire shall be evaluated as provided in Section 12.2.

34 35 **Section 11.3.**

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

38 39 **Section 11.4. New Positions and Vacancies.**

40 The District shall publicize within the bargaining unit for five (5) working days the availability of newly
41 created positions or open positions. Regular employees within the bargaining unit with the earliest District
42 seniority date shall have preferential rights regarding the filling of new and/or vacant positions after
43 consideration of applicant skills/abilities, specialized training, and other relevant factors based on specific
44 position needs as indicated in the job posting. Conditional employees within the bargaining unit shall
45 have preferential rights regarding the filling of new and/or vacant positions over outside applicants if skills
46 and abilities are equal.

- 1 A. All bargaining unit new positions and vacancies will be advertised on the District's website.
- 2
- 3 B. Employees who desire consideration for a posted job shall notify the Human Resources Office
- 4 by applying online during the posted application acceptance period. Employees applying for
- 5 openings shall be notified, within five (5) working days of the filling of a position, as to their
- 6 acceptance or rejection. An employee shall be given the reason for rejection upon the
- 7 employee's request.
- 8
- 9 C. Employees filling positions shall serve another probationary period of fifty (50) days of work.
- 10 However, in the event the employer determines not to retain the employee in the position, such
- 11 employee shall have the right to return to the former position, or if filled, to one of a
- 12 substantially similar nature if available, or to a substitute position until a similar position
- 13 becomes available. When a similar position becomes available, such employee will be placed
- 14 in that position without posting procedures. A new probationary period will then go into effect.
- 15
- 16 D. Employees filling new positions shall be required to work in the position for at least fifty (50)
- 17 days of work before becoming eligible for a subsequent lateral transfer.
- 18

19 **Section 11.5. Bypass Review.**

20 In the event a bypassed senior employee(s) wishes to have the determination of bypass reviewed by a

21 selection review committee, the employee shall submit in writing to the Human Resources Office a request

22 for a review within five (5) working days of receipt of bypass. The Human Resources Office shall notify the

23 Association that it has received a request for a review.

24

25 **Section 11.5.1.**

26 Upon receipt of a request for review, the District shall, within five (5) working days, submit four (4)

27 names to the Association as its candidates for membership on the selection review committee. The

28 Association shall likewise within five (5) working days submit the four (4) names of its candidates to

29 the Human Resources Office. The District shall select two names from the Association's list, and the

30 Association shall select two names from the District's list within three (3) working days from receipt

31 of the other's list. No candidate shall have been involved with the original selection and

32 determination to bypass; Association candidates shall be representatives of the position within the

33 classification involved.

34

35 **Section 11.5.2.**

36 The two (2) selected Association candidates and the two (2) selected District candidates shall be the

37 Selection Review Committee. The committee may conduct its business at the District's option during

38 non-working hours and shall have the following responsibilities:

39

40 A. It is to conduct a review of the selection and determination to bypass.

41

42 B. It has the authority to:

43

- 44 1. Interview the bypassed employee
- 45 2. Interview the selected individual
- 46 3. Interview the hiring official (including any committee used by the hiring official)
- 47 4. Review the personnel and applicant files of the bypassed employee and successful
- 48 applicant

C. The fact-finding committee shall maintain confidentiality of information contained in personnel files.

D. Upon completion of its fact-finding review, the Selection Review Committee is to answer only the following question with a "yes" or a "no".

Was the bypass of the senior employee justified?

The question can only be answered by a majority vote of the committee. The decision must be made within ten (10) working days from the formation date of the committee.

Section 11.5.3.

The decision of the Selection Review Committee cannot be appealed. There shall be no right to grieve seniority bypasses. The decision of the Selection Review Committee shall be final and binding on the parties. Should the Selection Review Committee reverse a District decision, the District will have ten (10) working days to implement the Selection Review Committee decision.

Section 11.6. District-Directed Transfer.

A "District-directed transfer" shall mean moving an employee from one building or program to another in the event of a change in program, student enrollment, or other District needs. An employee subject to transfer by the District shall be provided written notice two (2) calendar weeks prior to the transfer, unless there has been prior approval by the employee, or except in unforeseen circumstances. In unique situations, paraeducators may request, in collaboration with the Association, transfer into an open unfilled position subject to District approval.

Section 11.7. Employee Layoff and Reemployment.

The term layoff shall mean termination from employment due to budgetary reductions.

- A. The District shall determine the reductions necessary in any and all job classifications based on job title within each school or program.
- B. The most junior employee within a school or program with an impacted job title shall be the employee identified for layoff. If the employee identified is not the most junior person in the position's job title (e.g., "Paraeducator" or "Behavior Support Specialist") across the district, he/she shall be assigned to replace the most junior person holding a position in the same job title. The less senior individual who is then bumped into layoff status pursuant to this section shall be placed on a reemployment list maintained by the District pursuant to Sections 11.6.1-11.6.2.

(For purposes of illustration: In the event a Paraeducator at an elementary school is identified for layoff and that employee is not the most junior person within the entire Paraeducator job title, he/she would be placed in the position of the most junior Paraeducator in the District. That bumped employee would then go into layoff status.)

- C. In the event there are multiple employees to place in junior employee positions, placement shall be made based on employee preference, in order of seniority.

1 In the event of a layoff, employees so affected will be placed on a District reemployment list, according to
2 District seniority ranking. Such employees must have completed their probationary period. They shall:(a)
3 have priority in filling vacant or new positions over outside applicants and (b) be considered along with
4 current employees when filling vacant or new positions. Names shall remain on the reemployment list for
5 twenty-four (24) months.

6
7 **Section 11.7.1. Forfeiture of Reemployment.**

8 An employee on layoff status shall forfeit their right to reemployment if the employee does not
9 apply to new or vacant position postings (prior to the closing date of the posting) of their last job
10 title with substantially equal hours to the position held by the employee immediately prior to
11 layoff. An employee on layoff status shall also forfeit their right to reemployment if the employee
12 does not accept a position with their previously held job title of substantially equal hours to the
13 position held by the employee immediately prior to layoff. Substantially equal means at least
14 ninety percent (90%) of previous hours worked. The District shall notify employees on the
15 reemployment list how to locate job vacancies on the District website.

16
17 **Section 11.7.2. Conditional Positions.**

18 Employees on the reemployment list who elect to fill positions that are posted as conditional shall
19 be subject to the following recall rights when the conditional position expires:

- 20
21 A. Shall be placed on a reemployment list and maintain original seniority for a new period of
22 twenty-four (24) months.
23
24 B. Cannot displace current employees.
25
26 C. Shall be considered along with current employees when filling vacant or new positions but
27 shall not have a priority in filling a position.
28
29 D. Shall forfeit their right to reemployment if the employee does not apply to open or vacant
30 position postings (prior to the closing date of the posting) of their last job title with
31 substantially equal hours to the position held by the employee immediately prior to layoff or if
32 the employee does not accept a position with their previously held job title of substantially
33 equal hours to the position held by the employee immediately prior to layoff. Substantially
34 equal means at least ninety percent (90%) of previous hours worked.
35
36
37

38 **ARTICLE XII**

39
40 **EVALUATION**

41
42 **Section 12.1. Annual Evaluation.**

43 All paraeducators shall have an evaluation by their supervising administrator on an annual basis. The
44 evaluation process must be completed five (5) working days prior to the end of the school year.
45

46 **Section 12.2. Probationary Evaluation.**

47 In addition to the above, probationary paraeducators shall be evaluated by their supervising administrator
48 within the first forty-five (45) work days of the sixty (60) work day probation period.

Conditional employees who continue the following year in the same building shall not receive a probationary evaluation in the second and subsequent consecutive years.

Section 12.3. Evaluation Resources.

The supervising administrator is encouraged to seek input for the evaluation from certificated staff working directly with the paraeducator.

Section 12.4.

No employee will receive an "Unsatisfactory" rating in their annual evaluation unless the performance concerns have been previously documented and discussed with the employee.

Section 12.5.

The paraeducator shall sign the evaluation to certify only that he/she has seen it and discussed it with the supervising administrator. The signed original shall be placed in the paraeducator's personnel file with a copy given to the paraeducator and a copy retained by the supervising administrator.

Section 12.6.

The parties will discuss any and all changes to the evaluation form prior to implementation.

Section 12.7.

Evaluations are not subject to the grievance procedures outlined in Article XVII of this Agreement. A paraeducator may, however, attach a written response to the original evaluation within five (5) working days from receipt of the written evaluation.

ARTICLE XIII

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 13.1. Employee Discipline.

The District shall have the right to discipline or discharge an employee for justifiable cause. Any disciplinary action shall be appropriate to the behavior which precipitates such action. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Any disciplinary action taken against an employee shall comply with principles of progressive discipline, which generally include:

1. Written Reprimand
2. Suspension Without Pay
3. Discharge

Section 13.2.

An employee shall be entitled to have present a representative of the Association during any disciplinary action. In the event a disciplinary action may be taken, an employee will be advised of the right to representation prior to any action being taken except in instances warranting immediate suspension. In the

1 event of an immediate suspension, the Association shall be notified of the suspension and a meeting shall
2 be held to discuss the matter as soon after the suspension as possible.

3 4 5 6 **ARTICLE XIV**

7 8 **GROUP BENEFITS**

9 10 **Section 14.1. Group Insurance.**

11 The District agrees to provide the insurance plans, follow employee eligibility rules, remit employee
12 premium contributions, and provide funding for all bargaining unit members and their dependents as
13 determined by the School Employees' Benefits Board (SEBB) or the Washington Health Care Authority
14 (HCA).

15 16 **Section 14.2. Retirement.**

17 In determining whether an employee subject to this Contract is eligible for participation in the Washington
18 State Public Employee's Retirement System, the District shall report all hours worked, whether straight
19 time or overtime.

20 21 **Section 14.3. Optional Benefits.**

22 Employees may participate in any SEBB-offered optional benefit plans for which they are eligible and will
23 be able to utilize payroll deductions for any such optional plans or supplemental insurance that they
24 choose through SEBB.

25 26 **Section 14.4. Washington State Paid Family Medical Leave.**

27 The District agrees to pay the full payroll premium for the Washington State Paid Family and Medical
28 Leave law.

29 30 31 **ARTICLE XV**

32 33 **PROFESSIONAL DEVELOPMENT**

34 35 36 **Section 15.1.**

37 In the mutual interests of the District and District employees, the District shall cause funds to be available
38 for professional development based on need, justification and the ability of the District to finance, and
39 discretion of the Board of Directors.

40 41 **Section 15.2. Mandatory Professional Development.**

42 Employees who attend training courses or other professional development at the request of the District
43 will be paid at the employee's regular hourly rate of pay. Such training will normally be offered during
44 employee workdays such as waiver days, or student early release days. When such training is outside the
45 District, mileage and expense reimbursements shall be paid in accordance with District policy. The cost of
46 any optional college credit, if available, is the responsibility of the employee.



1 **Section 15.3. Non-Mandatory Professional Development.**

2 The District will provide an annual allocation of ten thousand dollars (\$10,000) for the bargaining unit to
3 be used for professional development purposes. Employees are encouraged to work with their supervisors
4 to identify courses related to the employee's current position or opportunities for future career growth.
5 Employee participation in staff development will be in accordance with District guidelines, including prior
6 approval from the employee's supervisor. Distribution and use of funds will be determined by the
7 Professional Development Review Committee composed of the Chapter President and Director of Human
8 Resources.

10 Employees attending training courses or seminars requested by the employee and approved by the
11 committee will suffer no loss of pay if the course requires them to attend on their regular school
12 employment time, but no payment will be made for any time in training during which an employee would
13 not have regularly worked. Expenses incurred for substitute costs, transportation and/or training course
14 fees and tuition will be paid from staff development funds.

16 In all cases, the employee shall be responsible for ensuring that the District receives proper
17 documentation.

18
19 **Section 15.4. Apprenticeship Training.**

20 The District and the Union shall support the involvement of employees in the Washington Public School
21 Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) and its program as
22 approved and registered with the Washington State Apprenticeship and Training Council. Any employee
23 who successfully completes the Paraeducator I program through WPSCEJATC shall receive an additional
24 one dollar (\$1.00) per hour above their regular rate. Any employee who successfully completes the
25 Paraeducator II program through WPSCEJATC shall receive an additional two dollars (\$2.00) per hour
26 above their regular rate. Any employee who successfully completes the Paraeducator III program through
27 WPSCEJATC shall receive an additional three dollars (\$3.00) per hour above their regular rate.

31 **ARTICLE X V I**

32
33 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

34
35 **Section 16.1. Membership.**

36 Each employee subject to this Agreement, shall have the option of joining and maintaining membership in
37 the Association upon employment with the District.

38
39 **Section 16.2. Membership Recission.**

40 Association members requesting to rescind membership shall make the request in writing to the
41 Association according to its established policies and procedures. Upon receiving the request to rescind
42 membership, the Association shall inform the District of the employee's non-member status.

43
44 **Section 16.3.**

45 The District will notify the Association of all new hires and their rate of pay within thirty (30) calendar
46 days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions
47 of this Article.

1 **Section 16.4. COPE – Political Action Committee.**

2 The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct
3 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily
4 chooses for deduction for political purposes and shall transmit the same to the Union on a check separate
5 from the Union dues transmittal check. Section 16.9 of the Collective Bargaining Agreement shall apply
6 to these deductions. The employee may revoke the request at any time. At least annually, the employee
7 shall be notified by the PSE State Office about the right to revoke the request.

8
9 **Section 16.5. Checkoff.**

10 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of
11 any employee who authorizes such deductions pursuant to RCW 41.56.110. State dues and local dues will
12 be deducted monthly in the amount specified by the Association.

13
14 **Section 16.6. Hold Harmless.**

15 PSE, the Association and its individual members agree to indemnify, defend and hold the District harmless
16 from any and all claims, suits, orders and/or judgments regarding the implementation and administration
17 of any/all of the provisions of Article XVI including but not limited to membership procedures, the
18 collection of political action committee deductions, and Association fees and charges.

19
20
21
22 **ARTICLE XVII**

23
24 **GRIEVANCE PROCEDURES**

25
26 **Section 17.1.**

27 Grievances arising between the District and its employees within the bargaining unit defined in Article I
28 herein, with respect to matters dealing with the interpretation or application of the terms and conditions of
29 this Contract, shall be resolved in strict compliance with this Article. A grievance involving the Rights of
30 the Association may be initiated at Step Two as defined below. Prior to filing an Association grievance,
31 the Association shall attempt to resolve the situation giving rise to the grievance through a conference with
32 the appropriate administrator having the lowest District authority over the situation.

33
34 **Section 17.2. Grievance Steps.**

35
36 **Section 17.2.1. Step One, Informal.**

37 Employees shall first discuss the grievance with their immediate supervisor and inform the
38 supervisor that it is a discussion on a grievance. If employees so wish, they may be accompanied
39 by an Association representative at such discussion. The supervisor shall provide the employee
40 with a written response to the grievance following the discussion. All grievances not brought to the
41 immediate supervisor in accordance with the preceding sentence within thirty (30) calendar days of
42 the occurrence of the grievance shall be invalid and subject to no further processing.

43
44 **Section 17.2.2. Step One, Formal.**

45 If the grievance is not resolved to the employee's satisfaction in accordance with Section 17.2.1,
46 the employee shall reduce to writing a statement of the grievance containing the following:

- 1 A. The facts on which the grievance is based;
2 B. A reference to the specific provisions in this Contract which have been allegedly
3 violated; and
4 C. The remedy sought.
5

6 The employee shall, within ten (10) calendar days of receipt of the supervisor's written response,
7 submit the written statement of grievance to the immediate supervisor for reconsideration and shall
8 submit a copy to the Director of Human Resources. The parties will have ten (10) working days
9 from submission of the written statement of grievance to resolve it by indicating on the statement
10 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
11 sign it.
12

13 **Section 17.2.3. Step Two.**

14 If no settlement has been reached within the ten (10) working days referred to in Section 17.2.2
15 and the Association believes the grievance to be valid, the employee may at his/her option submit a
16 written statement of the grievance within ten (10) working days to the District Superintendent or
17 the Superintendent's designee. After such submission, the parties will have ten (10) working days
18 from submission of the written statement of grievance to resolve it by indicating on the statement
19 of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
20 sign it.
21

22 **Section 17.2.4. Step Three.**

23 If no settlement has been reached within the ten (10) working days referred to in the preceding
24 subsection, and the Association believes the grievance to be valid, the employee may at his/her
25 option demand arbitration of the grievance within ten (10) working days. Any dispute, claim or
26 grievance arising out of or relating to the interpretation or the application of this Agreement shall
27 then be submitted to arbitration under the Voluntary Labor Arbitration rules of the American
28 Arbitration Association. The parties further agree to accept the arbitrator's award as final and
29 binding upon them. The parties agree that the fees of the arbitrator shall be shared equally. The
30 parties shall be responsible for their own legal fees and witness costs.
31

32 **Section 17.2.5.**

33 The arbitrator will not add to, subtract from, or amend in any way this contractual agreement. The
34 arbitrator has no power to make a ruling that is contrary to or inconsistent with State or Federal
35 law. The arbitrator shall have no authority to rule on any matter involving industrial injury, claims
36 of unlawful discriminations, or matters for which the Public Employment Relations Commission
37 has jurisdiction.
38

39 **Section 17.3.**

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

NO STRIKE AGREEMENT

Section 18.1.

There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association regardless of whether an unfair labor practice is alleged. The employer shall not lock out any employee covered by this Contract. Should a strike, slowdown, or stoppage by the Association members occur, the Association will immediately instruct its members to return to work. If the members of the Association do not resume work as required by this Contract immediately upon being so instructed, they shall be subject to disciplinary action including discharge.

ARTICLE XIX

SALARIES AND EMPLOYEE COMPENSATION

Section 19.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours of required work. A full accounting and itemization of authorized deductions and hours worked shall be made available for each employee via Employee Access.

Section 19.1.1.

Employees underpaid by one hundred dollars (\$100) or more by an error of the District must notify the Payroll Office in writing by the 8th of the month for payment to be received that month. Payment shall be made on the 10th of the month (or next business day after the 10th). If the employee contributed to the error, the correction and reimbursement shall be made at the next regular pay period.

Section 19.2.

Salaries for employees subject to this Agreement shall be set forth in Schedule "A".

For the 2024-2025 school year and each school year thereafter for the term of the agreement, the wages on Schedule A shall be increased by the state cost of living adjustment (currently IPD).

If the MEA bargaining unit receives an increase in wages that is higher than the IPD in any school year for the term of the Agreement, the District and Association agree to negotiate possible increases to Schedule A.

Paraeducators in the programs below will be paid at the "Specialized Program Paraeducator" rate on Schedule A for hours worked directly in those programs.

Bridges, Lighthouse, Connections, Life Academics, Life Skills, Pre-School, MBSC, building Behavior Support Specialists, and all 1:1 Paraeducators.

1 **Section 19.2.1.**

2 Paraeducators, with the exception of professional technical paraeducators, shall be eligible for a ten
3 percent (10%) hourly wage increase if they meet one of the following criteria:
4

- 5 A. Hold a current Washington State Teaching Certificate and be employed as a District
6 paraeducator including conditional for a minimum of three (3) years.
7

8 OR
9

- 10 B. Hold an Associate in Technical Arts Degree in Education Paraprofessional or an Associate of
11 Arts Degree in Education Paraprofessional from an accredited university, college or
12 community college and be employed as a District paraeducator including conditional for a
13 minimum of three (3) years.
14

15 All paraeducators currently classified as paraprofessionals shall be grandfathered for purposes of
16 the educational stipend.
17

18 **Section 19.2.2. Procedure For Educational Stipend:**

- 19
20 A. The employee shall complete and submit the District's "Application for Educational Stipend"
21 to the Human Resource Office for approval.
22
23 B. The employee shall be notified of approval/denial within five (5) working days of submitting
24 the "Application" to the District.
25
26 C. The educational stipend shall be effective from the date of approval.
27

28 **Section 19.3. Optional Certifications.**

29 Upon completion of an optional English Language Learner (ELL) or Special Education Subject Matter
30 Certificate, as designated by the Professional Educator Standards Board (PESB), a paraeducator shall
31 receive an additional stipend of two hundred fifty dollars (\$250) per year, per valid certification.
32

33 Upon completion of an optional Advanced Certificate, as designated by the Professional Educator
34 Standards Board (PESB), a paraeducator shall receive an additional stipend of five hundred dollars (\$500)
35 per year annually.
36

37 The stipend(s) will be paid annually on the June payroll as long as the certification is valid. Paraeducators
38 will be responsible for providing proof of current certification to Human Resources by June 1 in order to
39 receive the stipend(s). Proof of certification must be provided upon renewal. If a paraeducator leaves the
40 District prior to the end of the school year, they shall forfeit their certification stipend(s).
41

42 **Section 19.4.**

43 Salaries contained in this Article, Salaries and Employee Compensation, Article XI X, shall be for the
44 entire term of this Contract (subject to the terms and conditions of Section 20.3, Article XX). Should the
45 date of execution of the Contract be subsequent to the effective date, salaries, including overtime, shall be
46 retroactive to the effective date.
47
48

1 **Section 19.5.**

2 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
3 Agreement, if possible, and in any case not later than the second regular pay day.

4
5 **Section 19.6.**

6 All new employees shall be placed on Step I of Schedule A at the time of hire, unless they are entitled to
7 advance placement by virtue of applicable employment in a school district, including the Mukilteo School
8 District. Applicable employment experience obtained outside of a school district may be considered for
9 advance placement by the Director of Human Resources or designee. Incremental steps, where applicable,
10 shall take effect on September 1 of each year during the term of this Contract, provided, the employee has
11 been actively employed continuously for at least one hundred twenty (120) work days in the previous
12 school calendar year.

13
14 **Section 19.6.1.**

15 Paraeducators hired on grants for consecutive years shall be placed on the appropriate step as
16 designated in Schedule A.

17
18 **Section 19.7.**

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

20
21 **Section 19.8.**

22 An employee required to travel from one site to another in a private vehicle during working hours shall be
23 reimbursed for such travel according to the IRS established rate.

24
25 **Section 19.9.**

26 Employees required to remain overnight on District business shall be reimbursed in accordance with
27 District rules and policy.

28
29
30
31 **ARTICLE X X**

32
33 **TERM AND SEPARABILITY OF PROVISIONS**

34
35 **Section 20.1.**

36 The term of this Agreement shall be September 1, 2024 to August 31, 2027.

37
38 **Section 20.2.**

39 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
40 its execution date, except as provided in the following section.

41
42 **Section 20.3.**

43 This Agreement as negotiated, shall not be reopened, except by mutual consent during the duration of this
44 Agreement and as may be required by Section 5.1. or Section 20.6.

45
46 **Section 20.4.**

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

Section 20.5.

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations.

Section 20.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement such provision shall be renegotiated pursuant to Section 20.3.

Section 20.7.

The parties hereto agree that they have fully bargained with respect to wages, hours and other terms and conditions of employment and that all wages, conditions of employment and other benefits to be received are contained in this Agreement.



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEUI LOCAL 1948

MUKILTEO MESP CHAPTER, #1104

MUKILTEO SCHOOL DISTRICT #6

BY: Deborah Resler, Chapter President
Deborah Resler, Chapter President (Sep 27, 2024 08:02 PDT)
Deborah Resler, Chapter President

BY: Alison Brynson
Dr. Alison Brynson, Superintendent

DATE: September 27, 2024

DATE: October 2, 2024



**MUKILTEO SCHOOL DISTRICT
MUKILTEO EDUCATIONAL SERVICES PERSONNEL
SCHEDULE A
2024 - 2025**

2024 - 2025 3.70% Increase	Base Rate Sub/Temp	Step I Years 1-2	Step II Years 3-6	Step III Years 7-10	Step IV Years 11-15	Step V Years 16-19	Step VI Years 20-21	Step VII Years 22+
Paraeducator	\$25.83	\$28.34	\$30.74	\$32.07	\$33.50	\$34.71	\$36.32	\$38.12
Specialized Program Paraeducator	\$26.93	\$29.43	\$31.84	\$33.16	\$34.58	\$35.79	\$37.41	\$39.22
Health Services Paraeducator (HSP)	\$28.19	\$30.70	\$33.09	\$34.43	\$35.84	\$37.05	\$38.66	\$40.48
Paraprofessional Paraeducator	\$28.41	\$31.17	\$33.81	\$35.28	\$36.85	\$38.18	\$39.95	\$41.93
Professional/Technical Paraeducator	\$39.04	\$42.83	\$45.51	\$46.37	\$47.40	\$49.74	\$51.49	\$53.41
Student Support Advocate (add \$1 Lead)	\$42.96	\$47.13	\$50.05	\$51.02	\$51.14	\$54.71	\$56.59	\$58.59



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 MUKILTEO EDUCATIONAL SERVICES PERSONNEL ("MESP") #1104 AND THE MUKILTEO SCHOOL DISTRICT #6. THIS AGREEMENT IS ENTERED INTO PUSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties mutually agree to the following Memorandum of Understanding (MOU) regarding a new Language Interpretation Training Program available to bilingual MESP staff:

- In recognition of bilingual staff who provide an important service in assisting with occasional interpreting services at their work sites, a voluntary training program has been established to provide bilingual staff with the basic skills and knowledge to effectively perform interpreting services, and to compensate them for the additional value they add to their work site.
- The voluntary training will be administered through the Sno-Isle Technical Skills Center and will consist of both classroom and at-home lessons, outside of regular work hours.
- Eligibility, capacity, and selection for the program will be determined by the District based on program requirements for bilingual ability and other factors.
- Staff will be paid at their regular hourly rate for their participation in the training, up to a total of 45 hours. Time must be approved by the program designee prior to being worked.
- Upon successful completion of the training, staff must be available and willing to assist with interpretation in the building as needed during their regular workday.
- Staff must work with their supervisors to determine the procedures for how they will be accessed to perform these services without substantially impacting their regular job responsibilities. The supervisor will be ultimately responsible for determining how a staff member will provide interpretation support while fulfilling their primary job responsibilities.
- Staff performing interpretation work in addition to their regular responsibilities will receive an annual stipend of one thousand dollars (\$1,000), to be paid on the June payroll. Staff who leave the district prior to the end of the school year will forfeit their stipend and will not receive a prorated amount.
- If, during the school year, a supervisor determines that a staff member should no longer perform interpreting duties, the staff member will still receive the stipend for the year but will not receive it in the following year. If, during the year, the staff member chooses to no longer perform interpreting duties, they will forfeit their stipend.
- Establishment of all other policies and procedures surrounding the program shall be the responsibility of the District.

This MOU shall become effective upon signature of both parties and will remain in place for the duration of the 2024-2025 school year. All other provisions of the Collective Bargaining Agreement will remain in full effect. This MOU may be reopened with the mutual agreement of both parties.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
MUKILTEO MESP CHAPTER #1104

BY: Deborah Resler, Chapter President
Deborah Resler, Chapter President (Sep 27, 2024 08:02 PDT)

Deborah Resler, Chapter President

DATE: September 27, 2024

MUKILTEO SCHOOL DISTRICT #6

BY: Alison Brynson

Dr. Alison Brynson, Superintendent

DATE: 10/02/24

