COLLECTIVE BARGAINING AGREEMENT BETWEEN

GLENWOOD SCHOOL DISTRICT #401

AND

PUBLIC SCHOOL EMPLOYEES OF GLENWOOD

SEPTEMBER 1, 2022 - AUGUST 31, 2025

Public School Employees of Washington/SEIU Local 1948
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CLASSIFIED EVALUATION REPORT
DECLARATION OF PRINCIPLES

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

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

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

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

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

PREAMBLE

This Agreement is made and entered into between Glenwood School District Number 401 (hereinafter "District") and the Public School Employees of Glenwood, an affiliate of PSE/SEIU Local 1948 (hereinafter "Union").

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.5, and the Union recognizes the responsibility of representing the interests of all such employees.
Section 1.2.
Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, one full-time secretary to the Superintendent and one District bookkeeper imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.59.020 and WAC 391-35-320.

Section 1.3.
Descriptions for all positions subject to this Agreement are available at the district office and on the district website.

Section 1.4.
The District will provide the Union with such amendments, changes, and additions to job descriptions as they may from time to time occur.

Section 1.5.
The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Food Service, Custodian, Transportation, Maintenance, Para-Educators, and Pre-School. (Superintendent's Secretary, Business Manager shall be excluded).

Section 1.6.
These definitions are offered for lay clarity only and are not to be construed as altering or modifying specific definitions found in the body of the agreement.

Regular Full-Time Employee: An employee filling a permanent or temporary, school board-hired position for two hundred sixty (260) days per year.

Regular Part-Time Employee: An employee filling a permanent school year only position.

Temporary Employee: An employee who is hired to work more than thirty (30) days up to a maximum period of the remainder of the current school year.

Substitute Employee: An employee who fills in when a regular, regular part-time, or temporary employee is absent.

Casual Employee: An employee who works less than thirty (30) consecutive workdays per year.

Work Week: Usually Monday through Friday, except in unusual circumstances requiring weekend work. For pay purposes only, the workweek shall be considered Monday through Sunday.

Section 1.6.1.
Substitutes who have worked thirty (30) days in the last twelve (12) months are eligible to become members of the bargaining unit. They will be paid at the probationary rate.

Substitute and casual employees may be eligible for sick leave accrual under RCW 49.46.210. No other contract provisions or benefits will apply.
ARTICLE II

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

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and appropriate officials of the District.

Section 3.3.
Employees subject to this Agreement have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.
**Section 3.4.**
Each employee reserves and retains the right to delegate any right or duty contained in this Agreement, exclusive of compensation for services rendered, to appropriate officials of the Union.

**Section 3.5.**
Neither the District, nor the Union, shall discriminate against any employee subject to this Agreement on the basis of race, national origin, language, creed, color, sex, religion, age, marital status, sexual orientation, gender identity/expression, or because of a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled person or others.

**Section 3.6. District Personnel Files.**
Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept in the district office. Each employee shall be provided a copy of all material placed in their personnel file within five (5) days of its insertion. Upon request, a copy of any documents contained therein shall be provided to the employee at District expense. The District shall maintain only one personnel file. However, the supervisor may also keep records for evaluation purposes in their working files.

The employee personnel file shall be reviewed in a private place provided in the District human resources office. The employee or the personnel officer may request others be present at this review.

All derogatory material contained in the file shall be removed at employee request (in writing) and by mutual agreement no sooner than two (2) years after its placement in the file provided there is no further occurrence related to the original incident. Materials removed from an employee’s file in such a manner shall not be considered in future disciplinary action. An employee may attach comments to any material that is a part of the personnel file within 5 days of receipt of such material by the employee.

At the District’s discretion, materials that pertain to “boundary violation issues”, or professional practice concerns in regards to student/staff safety, may be kept in the personnel file beyond the two (2) year time limit aforementioned.

**ARTICLE IV**

**RIGHTS OF THE UNION**

**Section 4.1.**
The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing if requested by either party; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.
Section 4.2.
The Union is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Union's views concerning the case.

Section 4.3.
The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the PSE/SEIU Local 1948 State Organization.

Section 4.4.
The President of the Union and designated representatives will be provided time off without loss of pay to a maximum of three (3) 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.

Section 4.5.
Representatives of the Union, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Union representatives will in any way hamper or obstruct the normal flow of work.

Section 4.6.
The District shall provide a bulletin board space for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted.

ARTICLE V
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Union are procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2.
It is further agreed and understood that the District will consult with the Union, and meet with the Union at a mutually agreed time in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

Section 5.3.
It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

Section 5.4.
The Union will, from time to time, as appropriate, be advised of current and predicted workload information.
ARTICLE VI

UNION REPRESENTATION

Section 6.1.
The Union will designate a conference committee of three (3) members who will meet with the Superintendent of the District and/or the Superintendent’s representative on a mutually agreeable basis to informally discuss appropriate matters and to address current issues. These meetings shall not be construed as negotiating sessions.

Section 6.2.
The District will provide suitable space to conduct such meetings.

Section 6.3.
When formal meetings are held between representatives of the Union and representatives of the District pursuant to Section 6.1, formal minutes shall be prepared. The Union will draft the minutes and furnish copies of the completed minutes to the chapter and District once agreed to by both parties.

Section 6.4.
The Union representatives shall represent the Union and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union’s right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.5.
Time during work hours (8:00 A.M. to 5:00 P.M.) will be allowed Union representatives for attendance at meetings with the District. Time will also be allowed for representatives to welcome new employees to the Union, with the time to be agreed to by the district and the Union and to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Union representatives will guard against the use of excess time in the handling of such matters.

Section 6.6.
The school calendar shall be reviewed and agreed to by June 1.
ARTICLE VII

HOURS OF WORK

Section 7.1.
The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.1.1.
In unusual cases where an employee is required to perform work on Saturday or Sunday, employees with the exception of bus drivers, will receive a $0.50 per hour stipend for all hours worked on Saturday and Sunday. This stipend will also apply to all hours an employee is required to work past 5:30 pm (excluding employees regularly assigned to a swing or night shift). This excludes employees who are making up time that they missed during the week. Work after hours or outside of the regular shift time must be preapproved by the Superintendent in writing.

Section 7.2.
Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks.

Section 7.3.
Each shift shall include an uninterrupted lunch period as near the middle of the shift as is practicable. Each shift shall also include a paid fifteen (15) minute first half and a paid fifteen (15) minute second half rest period as near the middle of each half (½) shift as is practicable.

Section 7.4.
In the event an employee is assigned to a shift less than the normal work shift, the employee shall be given a paid fifteen (15) minute rest period when feasible for each three (3) hours of work.

Section 7.5.
Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.

Section 7.6.
In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District shall provide notification to employees. Employees who leave for and report to work before the information is communicated, shall receive a minimum of one (1) hour pay at their base rate in the event of such a closure.
Twelve (12) month employees may use emergency leave, personal leave, vacation, accumulated compensatory time, or make other arrangements with their immediate supervisor in order to make up for all lost work hours. The work calendar of less that twelve (12) month employees will be adjusted to make up for all lost work hours. With approval from their immediate supervisor, the employee may use accumulated compensatory time or make other arrangements to make up for all lost work hours.

Section 7.7.
Employees scheduled to work during evening PSE meetings, with their supervisor’s approval, may be allowed to attend PSE meetings up to a maximum of ninety (90) minutes per meeting. Upon returning from the PSE meeting, they shall complete the remainder of their shift.

Section 7.8.
Reading/math para instructors will have prep time built into their weekly schedules to perform duties pertinent to their job description (i.e., lesson preparation and classroom organization).

Section 7.9.
Employees requested to work a shift in a higher paid classification shall receive compensation equal to their current step placement on the corresponding Schedule A line of the higher paid classification.

The District agrees to use classified staff as appropriate for both state and federal law.

Section 7.10.
An employee’s primary job shall be the first priority on any given day. The “primary job” is defined as the assignment where the employee has the most hours. An employee’s primary job must be covered before the employee will be granted leave to accept additional hours outside the primary classification.

The employee must be available to complete their primary assignment or provide the District ample time to find coverage for the job before the employee will be granted leave to accept additional hours in another job classification.

The District will make a good faith effort to find substitute coverage and grant the employee leave from their primary position so they can accept the job opportunities with additional hours. If the District is not successful at finding substitute coverage, the request can be denied. The District may, but is not required to, split the hours of the employee requesting leave.

Section 7.11.
Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation; provided, however, that employees in the Transportation classification shall be entitled to the benefits of Section 7.4 to the same degree as any other employee; and provided further that all bus drivers shall receive pay thirty (30) minutes for each AM bus run and thirty (30) minutes for each PM bus run worked for the purpose of bus cleanup and bus warmup in addition to actual hours of driving time. Drivers shall receive a minimum one (1) hour pay for each AM and PM run, in addition to the aforementioned time in this section.
Section 7.11.1. Extra Trips.
All trips other than regular daily scheduled bus runs shall be compensated at the employee's base hourly rate for all driving time (for standby rate refer to Schedule A); provided, however, that bus drivers shall be subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers will receive a minimum of one (1) hour pay for each Driver's Staff Meeting. Drivers shall receive a minimum of two (2) hours pay for each extra trip. An extra trip is defined as any work other than the normal work shift and workday, not connected to the normal work shift or workday.

Section 7.11.2. Overnight Trips.
Drivers shall receive their regular driving rate for all driving time and standby rate for standby time to complete a minimum of eight (8) hours per day, excluding the return day which will have no minimum hour guarantee.

Section 7.12. Overtime.
All hours worked over eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay, except bus drivers who will receive one and one-half (1½) times their base pay for all hours worked over forty (40) hours per week.

Section 7.13. Comp Time.
Employees will be allowed comp time as mutually agreed. All comp time will be entered in the regular District timesheet and records will be kept in the regular District timekeeping process. Comp time will not accrue beyond forty (40) hours during the current school year. Comp time which remains unused at the end of the employees work year will be cashed out no later than August 31st. There will be two kinds of comp time. Comp time which is beyond the regular work week of an employee who works less than forty (40) hours per week, and comp time which is accrued at over forty (40) hours per week and will be comped at an hour and a half per hour basis. The District shall not solicit employees to accept compensatory time in lieu of other compensation.

Section 7.14.
In cases when certificated coverage cannot be provided and it becomes necessary for the classified employee to supervise a regular classroom for periods exceeding fifteen (15) minutes, that staff member will be paid at a rate double their hourly pay. Such employees shall not be required to complete their regular duties at the same time. The use of an instructional assistant in this manner will be consistent with State law. All instances where a paraeducator would be supervising students more than 15 minutes without a certificated teacher present must be preapproved by the Superintendent. Paraeducators that are assigned to a regular teaching assignment on the Master Schedule are excluded from this provision, which may include preschool, PE, and enrichment/clubs.

Section 7.15.
Paraeducators will receive two (2) optional flex days per year, for preparation, wrap-up, etc. with the content/work of the days mutually agreed upon with the Superintendent. Paraeducators will work with the Superintendent to schedule these flex days, as needed.
ARTICLE VIII
HOLIDAYS AND VACATIONS

Section 8.1. Holidays.
All employees shall receive the following paid holidays that fall within their work year:

1. New Year's Day
2. Memorial Day
3. Juneteenth (June 19th)
4. Fourth of July
5. Labor Day
6. Veteran’s Day
7. Thanksgiving Day
8. President’s Day
9. Christmas Eve Day
10. Christmas Day
11. Day after Christmas
12. Martin Luther King’s Birthday

Section 8.1.1. Unworked Holidays.
Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and in compensated leave status before the holiday and their first scheduled shift after the holiday, unless excused by the District, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

Section 8.1.2. Worked Holidays.
Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus their appropriate base rate for all hours worked on such holidays.

Section 8.1.3. Holidays During Vacation.
Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 8.2. Vacations.
The vacation credit to which an employee shall be entitled shall be computed in accordance with the following rules.

Section 8.2.1.
Upon completion of one (1) year of service with the District, each full-time employee (260 days) shall receive five (5) days paid vacation.

Section 8.2.2.
Upon completion of two (2) years of service with the District, each full-time employee (260 days) shall receive ten (10) days paid vacation.

Section 8.2.3.
Upon completion of three (3) years of service with the District, each full-time employee (260 days) shall receive fifteen (15) days paid vacation. Beginning with the sixth (6th) year of
continuous employment, one (1) additional day of vacation with pay shall be allowed for every two (2) years through the fourteenth (14th) year of employment to a maximum of twenty (20) days each year.

Section 8.3.
Any vacation credit currently due but unused by the actual date each year may be carried over for one (1) year following the accrual date. No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied accrued vacation benefits due to District employment needs.

ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Section 9.1.1.
Each employee shall accrue twelve (12) days of sick leave per year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated to the maximum allowed under State statute. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Substitute and casual employees may be eligible for sick leave accrual under RCW 49.46.210.

Section 9.1.1.1. Sick Leave Time Off / Care of Family Members.
The District shall allow an employee to use a choice of their accrued sick or other paid leave to care for a family member with a health condition that requires treatment or supervision, or who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.46.210. An employee may not take advance leave until it has been earned.

‘Family member’ defined:

- Child under age eighteen (18) (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent)
- Child over age eighteen (18) who is incapable of self-care (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent)
- Spouse, significant other, or registered domestic partner
• Parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee)
• Grandchild or grandparent
• Sibling (including biological, adopted, foster, or step sibling)
• Any relative residing in the employee’s household
• Any family member of the employee’s spouse or registered domestic partner as described above

Section 9.1.2. Industrial Insurance Leave.
In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall offer employees the options available to them pursuant to RCW 51.32.090.

Section 9.1.3.
Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 9.1.4. Sick Leave Attendance Incentive Program.
In January of the year following any year at which a maximum 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 9.1.4.1.
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 of the employee for each four (4) full days accrued leave for illness or injury.

Section 9.1.5. Federal and State Family Leave.
The District will follow and adhere to the Federal and State Family Leave Act.

Section 9.2. Bereavement Leave.
Each employee may be entitled to a maximum of three (3) days leave with pay per occurrence, for absence caused by death to an employee’s family member as defined in section 9.1.1.1. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative.

Section 9.3. Personal Leave.
Each employee shall be entitled to three (3) days personal leave paid per year. Personal leave days can be carried over to the next school year up to a maximum of five (5) days. In the best interest of District operations, no personal leave days will be taken during the first three (3) weeks of the school year or during the last three (3) weeks of the school year. Personal leave is not sick leave.
Section 9.4. Parental Leave/PFML.
Employees shall be eligible to receive Paid Family and Medical Leave under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits (at any employer in Washington State). Such leave may be used consecutively with the employee’s other leave entitlements unless the employee elects otherwise. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. Under PFML, eligible employees may receive up to 16 weeks of paid leave following the birth, foster placement, or adoption of their child. PFML may also be used to recover from a major surgery, illness, or injury, or to care for a family member with a serious health condition.

Section 9.5. Religious Leave.
Employees of the District are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which the employee desires to take the two unpaid holidays after consultation with the employer. The employer must allow the employee to do so unless the employee’s absence would imposed an undue hardship on the employer or the employee is necessary to maintain public safety.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal days pay for each day of required presence in court. In accordance with WAC 357-31-315, employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 9.7. Leave Of Absence.

Section 9.7.1.
Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 9.7.2.
The returning employee will be assigned to the position occupied before the leave of absence. Employees/leave replacement employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

Section 9.7.3.
The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, 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. Domestic Violence Leave.
The District will provide leave in accordance with RCW 49.76 which allows victims of domestic
violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and
obtain health care. Such leave will be with or without pay at the employee’s discretion; provided that
an employee must have available sick leave, vacation leave or similar paid leave available to receive
paid leave. Employees may also take reasonable leave to help a family member obtain needed
treatment or services. Family member is defined in section 9.1.1.1.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

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
lost as hereinafter provided.

Section 10.2.
Each new hire shall remain in a probationary status for a period of not more than sixty (60) work days
following the hire date. During this probationary period the District may discharge such employee at
its discretion, without concern of the grievance procedure.

Section 10.3.
Upon completion of the probationary period, the employee will be subject to all rights and duties
contained in this Agreement retroactive to the hire date.

Section 10.4.
The seniority rights of an employee shall be lost for the following reasons:

A. Resignation;
B. Discharge for justifiable cause;
C. Retirement; or
D. Change in job classification within the bargaining unit, as hereinafter provided, subject to the
   six (6) months trial period, during which the employee retains seniority rights to their prior
   position.

Section 10.5.
Seniority rights shall not be lost for the following reasons, without limitation:

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

Section 10.6.
Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.5.

Section 10.7.
The employee with the greatest seniority shall have absolute preferential rights regarding shift selection, vacation periods, and work within their primary classification for additional hours up to eight (8) hours, and special services (including overtime). The employee with the greatest seniority shall have preferential rights regarding promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees. If the District determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the organization's grievance committee chairman its reasons why the senior employee or employees have been bypassed.

Section 10.8.
Employees who change job classifications within the bargaining unit shall retain their seniority dates in the previous classification for a period of ninety (90) days, or one (1) year if there is an opening, notwithstanding that they have acquired a new seniority date and a new classification.

Section 10.9.
The District shall publicize within the bargaining unit for five (5) workdays the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Union.

Section 10.10.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority over outside applicants in filing an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

Section 10.11.
Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.12.
An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of reemployment within fifteen (15) days.

Section 10.13.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position equal to that held prior to layoff.
ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.
The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. 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. It shall also be done in a timely manner, as soon as practicable after the incident(s) which led to the disciplinary action. Progressive discipline shall generally be followed as such: verbal reprimand, written reprimand, suspension and termination. In extreme cases of severe misconduct, steps in the progressive discipline process may be skipped.

Section 11.2.
Notification to Non-Annual Employees. This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 11.2.1.
Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 11.2.2.
Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

Section 11.2.3.
Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 11.3.
Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks’ notice of intention to discharge.

ARTICLE XII

EVALUATIONS

Section 12.1.
Employee performance evaluations shall be conducted on an annual basis for employees. Evaluations are reflective of the employee’s immediate supervisor’s or principal’s opinion of the employee’s work performance during that calendar school year. Performance evaluations shall be conducted in conformance within the following guidelines.

Section 12.1.1.
The written evaluation shall be completed by the employee’s immediate supervisor or principal, when applicable. The evaluating supervisor or principal shall have intimate
knowledge of the employee’s performance. Classified employees shall not evaluate other
classified employees.

Section 12.1.2.
The employee shall be provided a copy of the completed evaluation.

Section 12.1.3.
Employees shall have the right to provide a written response to an unfavorable evaluation. The
employee’s written response shall be attached to the evaluation when placed in the employee’s
personnel file and shall remain part of their permanent personnel record.

Section 12.1.4.
The employee’s signature on the evaluation form shall not be construed as an employee
agreement with the contents. Evaluation forms shall contain the following statement under the
signature line: “Employee’s signature indicates only that they have read and has received a
copy of this evaluation, not necessarily that they agree with the content. Employee comments
may be attached.”

Section 12.1.5.
Evaluations shall be part of the collective bargaining agreement and shall be attached.

ARTICLE XIII

INSURANCE AND RETIREMENT

Section 13.1. School Employees Benefits Board (State Health Insurance Plan).
All employees covered by this agreement may enroll in a SEBB insurance plan as long as they meet
the eligibility requirements set forth by the SEB board. The employer agrees to provide the insurance
plans, follow employee eligibility rules and provide funding for all bargaining unit members and their
dependents as required by State law, the State Operating Budget, and the School Employees Benefits
Board (SEBB). Employees must work a minimum of 630 hours per year to qualify for coverage (RCW
41.05.740.)

The employer agrees to provide timely information about SEBB insurance plans to eligible employees
during the school year (as required or recommended by SEBB) and at each open enrollment period.

Since State law and SEBB do not provide these optional insurance plans, the employer agrees to
provide all eligible employees the following optional insurance plans at no cost to the District: cancer
and VEBA (Voluntary Employees Benefits Union)

If an employee is terminated or terminates their employment, their coverage will terminate at the end
of the current month. The District will follow federal requirements regarding COBRA.

Section 13.2.
The District shall provide tort liability coverage for all employees subject to this Agreement.
Section 13.3. The District shall make required contributions to ESD 112 Industrial Insurance Pool on behalf of all employees subject to this Agreement.

Section 13.4. In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

ARTICLE XIV

VOCATIONAL TRAINING

Section 14.1. In the mutual interests of the District and Union, the District shall cause funds to be available which may be used by employees subject to this Agreement for vocational improvement.

Section 14.2. Such funds may be utilized for the following purposes, without limitation:

Section 14.2.1. Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses.

Section 14.2.2. Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

Section 14.2.3. Purchase of recognized vocational courses from local, State, or national educational institutes which would improve the potential of employees subject to this Agreement.

Section 14.3. Paraeducator Training Certificate.

Effective September 1, 2019, all paraeducators defined as classified school employees who work under the supervision of a certificated or a licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
2. (a) Have received a passing grade on the education testing service (ETS) paraeducator assessment; or
   (b) Hold an associate of arts degree; or
   (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; or
   (d) Have completed a registered apprenticeship program.
Paraeducators who have successfully completed the ETS will be required to complete the Fundamental Course of Study (FCS). The District will implement training for the Fundamental Course of Study for which state funding is appropriated and for the number of days/hours that are funded by the appropriation. The District will also provide access to computers and other technology needed to be successful in obtaining the FCS and certificates.

**ARTICLE XV**

**UNION MEMBERSHIP AND CHECKOFF**

**Section 15.1.**
Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Union in good standing shall, maintain membership in the Union in good standing unless membership is revoked through contact with the Union in writing.

**Section 15.2.**
The District will notify the Union of all new hires within ten (10) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article. The Union will give a brief presentation to new employees, informing them of the terms and conditions of this Article. The purpose of the presentation is to welcome new classified employees to the local chapter. The Union orientation will be conducted by a representative designated by the Union. The orientation will take place the first month the employee is hired and will occur during the employee’s workday.

The District agrees to accept dues authorizations via paper form, voice authorization or by E-signature in accordance with “E-SIGN.” PSE will provide a list of the members who have agreed to Union membership via any of the above methods. In addition, upon request, access will be given to the District to the .wav files associated with the voice authorizations.

The PSE State Office will be the custodian of the records related to dues authorizations and they agree that, as the custodian of the records, they have the responsibility to ensure the accuracy and safe-keeping of those records.

**Section 15.2.1.**
No later than October 15th of each school year, the District will provide PSE with a complete list of all bargaining unit members. The list will include the employee’s name, classification, job title, email address, mailing address, and contracted workdays.

**Section 15.3. Checkoff.**
The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the PSE/SEIU Local 1948 on a monthly basis.

**Section 15.4. Committee on Political Empowerment.**
The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee
voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE/SEIU Local 1948 State Office about the right to revoke the request.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 16.1.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 16.2. Grievance Steps.

Section 16.2.1.
Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 16.2.2.
If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to the District Superintendent or the Superintendent’s designee for reconsideration and shall submit a copy to the official in the Administration responsible for personnel. The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 16.2.3.
If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within ten (10) workdays to the District Board of Directors. After such submission, the parties will have fifteen (15) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition.
If an agreeable disposition is made, all parties to the grievance shall sign it. The Board of Directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Union representative or designee.

Section 16.2.4.
If the Union is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance, only at the option of the Union, may be submitted before an impartial arbitrator. The Union shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Union in accord with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator." The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator," or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

Section 16.3. Arbitration Costs.
Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

Section 16.4. Jurisdiction Of The Arbitrator.
The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine their inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute their knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

Section 16.5.
The grievance or arbitration discussions shall take place whenever possible on school time.

Section 16.6.
The employer shall not discriminate against any individual employee or the Union for taking action under this Article.
ARTICLE XVII
TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1.
Any new hire who had just previously been employed by any school district or educational service
district (ESD) in the State of Washington and is hired to perform work similar to that in which
previously engaged, shall be given longevity credits in the District in accordance with State statute.

Section 17.2.
The longevity credit so transferred shall be applicable to all benefits herein, except the seniority
provisions.

ARTICLE XVIII
SALARIES AND EMPLOYEE COMPENSATION

Section 18.1.
Employees shall be compensated in accordance with the provisions of this Agreement for all hours
worked.

Section 18.2.
Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
Schedule A attached hereto and by this reference incorporated herein.

Section 18.3.
Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
and conditions of Article XIX, Section 19.3. Should the date of execution of this Agreement be
subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 18.4.
Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
Agreement if possible, and in any case not later than the second regular payday. In the case of
retroactive pay resulting from negotiations pursuant to Article XIX, Section 19.3, such retroactive pay
shall be paid on the first regular payday following agreement on such schedule, if possible, and in any
case not later than the second regular payday.

Section 18.5.
For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.

Section 18.6.
Any employee required to travel from one site to another in a private vehicle during work hours shall
be reimbursed for such travel on a per-mile basis at the prevailing District rate.
Section 18.7.
The District will provide electronic devices (iPad, cell, etc.) for drivers who choose to clock in/out while on their bus; or drivers may choose to clock in/out using NOVA time inside the staff room.

Section 18.8.
Employees required to remain overnight on District business shall be reimbursed for reasonable room and board expenditures.

Section 18.9. Lodging.
The employer shall make lodging reservations for bus drivers on trips that require an overnight stay. Accommodations will be single occupancy although, where necessary, may be double occupancy with another adult over the age of 21.

Section 18.10. Education Incentive Program.
The District will institute an Education Incentive Program for employees who complete or as of September 1, 1996 have previously completed courses of study within their respective general job classifications, that are considered advantageous to the District, as determined by the Superintendent. If the Union disagrees, it may appeal this decision to the Board of Directors. An employee may earn college or university credits for learning activities conducted outside their workday. However, if assigned to training by their principal or administration supervisor and the training is conducted during regular work hours, the employee may receive clock hour credit. Successful completion of such studies will entitle the employee to receive compensation in the amount of:

Programs completed within the range of 27-39 credits or 270-399 clock hours = $0.25 per hour.

Programs completed within the range of 40-80 credits or 400-800 clock hours = $0.50 per hour.

Programs completed within the range of 81-130 credits or 801-1300 clock hours = $0.75 per hour.

Programs completed within the range of 131-180 credits or 1301-1800 clock hours = $1.00 per hour.

Education incentives will be applied according to the employee’s status on September 1 of each school year.

An example of appropriate training might include the following:

A. In-service or college courses.
B. Workshops, seminars and conference.
C. Building based workshops.
D. ESD workshops.
E. District sponsored workshops.

Credit shall be allowed only once for any one course or activity in any given year. Salary enhancement pay shall not be taken out of state salary funding, nor shall it otherwise impact salary improvements.
ARTICLE XIX

TERM AND SEPARABILITY OF PROVISIONS

Section 19.1.
The term of this Agreement shall be September 1, 2022 to August 31, 2025.

Section 19.2.
All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 19.3.
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A and fringe benefits herein; and that all state increases for salaries and insurance shall be passed through for each year of this agreement. Provided further, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 19.3.1.
• 10 year step paid at 1.5% over regular rate
• Add 15 year step paid at 2.0% over regular rate
• 25 year step paid at 3% over regular rate
• 2022-2023 –1% plus the state-funded percentage increase (5.5%) for a total of 6.5%
• 2023-2024 – Re-opener to negotiate Schedule A
• 2024-2025 – Re-opener to negotiate Schedule A
• Standby time will be paid at the driver’s regular rate

Section 19.4.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

Section 19.5.
If any provision of this agreement or the application of any such provision is held invalid, the remainder of this agreement shall not be affected thereby. Such invalid provision(s) shall be renegotiated upon written notice by either party within thirty (30) calendar days.

Section 19.6.
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 19.3.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES OF
GLENWOOD

BY: [Signature]
Emma LaValle, Chapter President

DATE: 9/27/22

GLENWOOD SCHOOL DISTRICT #401

BY: [Signature]
Elyse Mengarelli, Superintendent

DATE: 11/21/22
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Employees who have completed 10-25+ years of service at any school district or educational service district (ESD) in the State of Washington shall be given corresponding longevity credits in the Glenwood School District in accordance with State statute. Longevity credits are not cumulative.
Glenwood School District
Classified Evaluation Report

Employee’s Name__________________________________________

Position____________________________________Evaluator

Date ________________________________

S = Satisfactory
U = Unsatisfactory

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Evaluator’s Signature_________________________Date________________

Employee’s Signature_________________________Date________________

Employee’s signature indicates only that they have read and has received a copy of this evaluation, not necessarily that they agree with the content. Employee comments may be attached.