

/COLLECTIVE BARGAINING AGREEMENT BETWEEN
CUSICK SCHOOL DISTRICT #59
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
CUSICK CHAPTER

SEPTEMBER 1, 2019 - AUGUST 31, 2022



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

This agreement is made and entered into between Cusick School District Number 59 (hereinafter called District) and Public School Employees of Cusick, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter called Association).

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial (except the Secretary to the Superintendent and the Business Manager) Office Support, Food Service Personnel, Custodial/Maintenance, excluding the Supervisor/Trainer, Paraeducators, and Education Support Specialists (Sign-Language Interpreters, Conflict Manager, Computer Tech).

Section 1.3. Less than Full-Time Employees.

Less than full-time employees in the above general job classifications are included in the bargaining unit. The term "less than full-time" shall include substitute and temporary employees who are employed by the District for more than thirty (30) cumulative days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes. Such employees shall be entitled to the following provisions of the contract and no others: Schedule A.

Section 1.4. Temporary and Substitute Employee.

Temporary classified employees are not substitute employees and are employed in a position for one-sixth (1/6) of the school days in any school year. Temporary employees are entitled to the provisions of the current collective bargaining agreement (Step 1-2 of the Salary Schedule) and any applicable state and federal laws (WAC 391-35-350). Substitute employees are those casual employees who replace a current employee on an irregular basis. Substitute employees shall be entitled to Step 1-2 on Schedule A.

Regular employees may bid on a temporary job or vacant position which is projected to last sixty (60) workdays or more. The regular employee's position will be filled by a substitute/temporary employee from outside the bargaining unit.



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ARTICLE II

RIGHTS OF EMPLOYEES

Section 2.1.

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 in all such matters as authorized by law.

Section 2.2.

Neither the District nor the Association shall discriminate against an employee subject to this Agreement on the basis of race, national origin, creed, sex, sexual preference, religion, age, marital status or the presence of a disability.

Section 2.3.

There shall be only one (1) official personnel file for each employee to be kept in the District administrative office. Each employee shall have the right to review the contents of said file after scheduling a time to view the file in the presence of District administrative staff. The employee will be entitled to a copy of any material in the file and shall have the right to attach a letter of rebuttal/explanation to any document in the file.

Section 2.3.1.

In order for the District to be in compliance with the Americans with Disabilities Act (ADA), as of July 26, 1992, the District shall maintain a medical information file for each classified employee of the District, which will be kept separate from the personnel file. Said file will contain such sensitive information as immunization history, health related cards, leave sharing information, and information of medical history, and medical releases, etc. This medical information file will insure confidentiality of sensitive information regarding the employee in the event of a federal or state audit.

Section 2.3.2.

Each employee shall be provided a copy of all materials placed in his/her personnel file within five (5) days of its insertion. All derogatory material shall be removed within two (2) years after its placement into the file, provided there are no similar incidents within that period of time. The employee may attach comments to any material that is part of the personnel file. Derogatory material not brought to the attention of the employee in compliance with this Section, or not placed in the official personnel file, may not be used for any action involving the employee.

Section 2.4. Union Representation.

Employees subject to this Agreement have the right to have union representation or other persons present at discussions between themselves and district administration, representatives and supervisors.

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2
ARTICLE III

DISTRICT RIGHTS

5 **Section 3.1.**

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

15
16 **Section 3.2.**

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

21
22 **Section 3.3.**

23 In matters not covered specifically by language within this Agreement, the District management shall
24 have the clear right to make decisions in such matters and these decisions shall not be subject to the
grievance procedure so long as those decisions do not affect the collective bargaining agreement.

27
28
29 **ARTICLE IV**

30
31 **RIGHTS OF THE ASSOCIATION**

32
33 **Section 4.1.**

34 The Association has the right and responsibility to represent the interests of all employees in the unit;
35 to present its views to the District on matters of concern, first orally, and then if necessary, in writing;
36 to consult or to be consulted with respect to the formulation, development, and implementation of
37 industrial relations matters and practices which are within the authority of the District; and to enter into
38 collective negotiations with the object of reaching an agreement applicable to all employees within the
39 bargaining unit.

40
41 **Section 4.2.**

42 The Association may post appropriate notices on the authorized bulletin boards which shall be signed
43 by the member(s) of the Association and which shall be removed in a timely manner by the
44 Association when such notice(s) have served their purpose. It is expressly understood that information
45 contained in such postings shall at all times be appropriate to the educational environment and shall not
46 contain material that is derogatory to employees and/or District officials. Further, such material posted
on public property shall not violate the Hatch Act.

1
2 **Section 4.3.**

3 Modification of existing positions or the creation of new positions shall not be affected without prior
4 consultation with individual affected and the Association, which shall have the opportunity to provide
5 input. Employees will have current job description/schedule available no later than the third Monday
6 of September each year. However, the District reserves the right to adjust an employee's daily
7 schedule to meet the District's operational needs at any time throughout the year.
8

9 **Section 4.4. PSE Member Lists.**

10 On or before the first day of November and March of each school year, the District shall provide
11 Public School Employees of Washington/SEIU Local 1948 with the name, address, telephone number,
12 position, hire date, classification seniority date, rate of pay and employment status (lay-off, leave of
13 absence, currently employed, etc.). A copy of this report will be provided at the same time to the
14 President of the Association.
15

16 The Association will be notified of any newly hired employees within ten (10) days of the hire date.
17

18 **Section 4.5. Association Leave.**

19 The Association may be provided up to five (5) days off per year without loss of pay to attend regional
20 or state meetings when the purpose of these meetings is in the best interests of the District as
21 determined by the District administration. PSE is responsible for costs of substitute. Additional days
22 may be granted by mutual agreement.
23

24 **Section 4.6**

25 Representatives of the Association shall make their presence known to the District. Such
26 representatives may have access to the District premises during business hours but will not interfere
27 with employee's normal duties.
28

29 **Section 4.7. New Hires.**

30 Annually and upon the firing of a new employee, the District shall provide to the local PSE Chapter
31 President; the name, address, phone number, position, number of hours worked per day, date of hire
32 and rate of pay for each employee covered by this agreement.
33

34 At the time of hire, the same information will be provided electronically to the Public School
35 Employees of Washington/SEIU Local 1948 (PSE) state office for each newly hired employee.
36

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

38 The District will provide the local PSE team members reasonable access to the new employees of the
39 bargaining unit for the purposes of presenting information about PSE to the new employee.

40 "Reasonable access" for the purposes of this section means the access to the new employee occurs
41 within two (2) weeks of the employee's start date within the bargaining unit; the access is for no less
42 than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the
43 employee's regular local worksite.
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ARTICLE V

LABOR / MANAGEMENT MEETINGS

Section 5.1.

It is mutually agreed that the District and Association will conduct labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement.

Meetings may be conducted on the request of the Superintendent, his/her designee, or the Association President.

Section 5.2.

Each of the parties will designate two (2) representatives to participate in such meetings; however, additional representatives may attend at the request of either committee provided that no more than five (5) persons shall represent either side unless mutually agreed otherwise. These meetings shall not be construed as taking the place of negotiations.

Section 5.3.

Meetings shall be conducted during regular business hours of the District. If mutually agreed to by both parties, minutes may be taken, and an agenda prepared in advance of each meeting. If minutes are taken, they will be shared with the other party.

Section 5.4.

All participants have the right to utilize the services of individuals in any meeting between the parties. Each party will be notified of the anticipated additional personnel and their role, to be present at the meeting.

ARTICLE VI

HOURS OF WORK

Section 6.1.

The workweek shall consist of five (5) consecutive days followed by two (2) consecutive days of rest.

Section 6.2.

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, except in emergency situations.

Section 6.3.

Employees shall receive a fifteen (15) minute rest period for each four (4) hours worked. Employees working shifts which are longer than five (5) hours shall receive a thirty (30) minute uninterrupted lunch period. Adjustments relative to the point that a rest period is taken may be made by mutual agreement. (Rationale: A rest period in or near the middle of the shift is more advantageous to the work environment than at the end of the shift. It still must be a four (4) hour shift.)



Section 6.4. Overtime Work.

All hours worked in excess of forty (40) hours in any one (1) week shall be considered overtime work. Overtime work must have prior written approval of Superintendent and will be compensated at one and one-half (1½) times the employee's hourly rate.

Section 6.4.1. Compensatory Time.

Compensatory time will be granted by mutual consent of both the District and the employee. Compensatory time will be given at the rate of one and one-half (1½) hours of comp time for one (1) hour worked overtime. If the overtime is permitted, the employee will be paid time and a half in the same period he/she worked, if possible. The Fair Labor Standards Act will be followed.

Section 6.4.2. Flex Time.

When an employee works pre-approved extra time the employee may request to have flex time off at the rate of time earned. Flex time may only be used at a time that does not require the District to incur additional monetary costs. Flex time must be taken within the school year earned.

NOTE: PSE will prepare and distribute to members an explanation and guidelines for Compensatory Time including the rights of the employee to refuse and use such time.

Section 6.6.

When a bargaining unit member fills in for another employee in a higher classification, the employee filling in will receive the wage of the higher classification. The employee shall be paid at their step on the salary schedule in the classification in which they are substituting. Employees who are requested to temporarily position in a lower paid classification shall not suffer a loss in wage.

Section 6.7.

Temporary positions or temporary hours added to current positions must have a beginning and ending date within the current school year. In the event that additional hours are available, the most senior, qualified and available employee shall have the first right of refusal to work the time. If the "temporary time or hours" continue to be available in the next school year, the time will be posted for consideration of the bargaining unit members in accordance with Sections 9.2.2, 9.2.3 and 1.4.

Section 6.8. Preparation Time.

With prior district approval, the employee may work beyond their shift to perform duties associated with their position.

Section 6.9. School Closure.

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at their current rate in the event of such a closure. This applies to employees whose regularly scheduled shift starts prior to 6:00 am.

ARTICLE VII
HOLIDAYS AND VACATIONS

Section 7.1. Holidays.

All twelve (12) month employees shall receive the following paid holidays that fall within their work year:

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

Section 7.2. Vacations.

All twelve (12) month employees are entitled to: See schedule below:

<u>Years of Service</u>	<u>Vacation Days</u>
1	5
2-7	10
8-12	15

Twelve (12) month employees may not use any vacation leave until employed for a minimum of six (6) months.

Section 7.2.1.

Vacations may be taken at any time during the year with the supervisor's approval and at least two (2) weeks in advance of the first day of vacation leave. Employees who are denied vacation due to the critical needs of the District shall be allowed to re-schedule or carry-over the vacation time at the option of the employee.

Section 7.2.2.

Any accrued vacation in excess of thirty (30) days must be used or cashed out by August 31. A maximum of five (5) vacation days may be cashed out at the substitute rate of pay. Vacation days are prorated by hire date.

Section 7.2.3.

Upon resignation, retirement or separation from the Cusick School District employment an eligible employee or the employee's estate, shall receive any accrued vacation earned at the employee's current rate of pay with their final paycheck.

ARTICLE VIII
LEAVES

Section 8.1. Sick Leave.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school 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 for one hundred eighty (180) days or the employee's highest work year, whichever is greater. 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. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school 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 basis.

Section 8.1.1.

If in the opinion of the Superintendent or his/her designee sick leave is being abused, after five (5) days of sick leave the District is hereby authorized to request written verification from the employee's doctor or other licensed healthcare provider, that sick leave is necessary.

Section 8.1.2. Sick Leave Buy Back.

As provided in RCW 28A.400.210:

1. At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's pay for each four full day's accrued leave. An "eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five and have at least ten years of service SERS 3(RCW 41.35.010(31)); or (c) employees who separate from employment and who are at least fifty-five and have at least fifteen years of service under PERS 2 (RCW 41.35.010(34)).
2. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave 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 in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day's monetary compensation.

Section 8.2. Bereavement Leave.

Each employee shall be entitled to a maximum of five (5) days leave with pay for absence caused by the death of an employee's child, spouse, parent, step-parent, grandparent, sibling, or like relationships in the family of the employee's spouse or anyone living in the employee's household. Bereavement leave shall not be deducted from sick leave.

Section 8.3. Family Medical Leave.

Leave days which can be covered by sick leave will be provided for serious illness requiring hospitalization of an employee's child, spouse, parent, stepparent, grandparent, sibling, or like relationships in the family of the employee's spouse or anyone permanently living in the employee's

household. Family illness leave shall be deducted from sick leave. (Federal statute, 29 U.S.C. Subsection 260; State statutes and WAC: RCW 49.78, RCW 49.12.270 and WAC 162-30-020.)

Section 8.3.1. Paid Family and Medical Leave (PFML).

Commencing January 1, 2020, 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 within the past calendar year. Commencing January 1, 2019, the District shall pay their portion of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML.

Section 8.4. Emergency Leave.

Employees may receive emergency leave. There shall be no limit on the number of emergency leave days without deduction in pay so long as the days are covered by accrued sick leave days. In the event the Superintendent challenges the use of emergency leave days by an employee, a committee of management employees and Association members shall make a determination as to whether the leave shall be allowed. The Association shall appoint two members to act as committee members when necessary.

Such leave shall be used only for bona fide events of such emergency that they cannot otherwise be attended to after working hours.

Section 8.5. Personal Leave.

Each classified employee shall have three (3) personal leave days with pay each year. If possible, notification will be provided two (2) days in advance to the Superintendent. Personal Leave may only be taken in ½ day or full day increments. Employees will be allowed to carry-over one (1) unused personal leave day to a maximum of four (4) in any year. Personal leave days may not be taken the first or last week of school. Employees shall be limited to the use of a maximum of two (2) Personal Leave days preceding or following holidays or vacations. This leave shall not be deducted from sick leave.

Section 8.6. Maternity Leave.

The provisions of the Sick Leave Policy, Section 8.1 above, shall govern requests for maternity leave as guided by the Family Medical Leave Act. The employee shall give thirty (30) days notice of intent.

Section 8.7. Paternity Leave.

A male employee, upon request, shall be granted maternity leave as guided by the Family Medical Leave Act. The employee shall give thirty (30) day notice of intent of leave or at the date of the birth, adoption or placement of a foster child in the employee's home. Such leave may be deducted from sick leave.

Section 8.8. Judicial Leave.

In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. Any compensation received for such service shall be paid to the District.

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 8.9. Leave of Absence.

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; if such leave is granted due to extended illness one (1) additional year may be granted.

Section 8.9.1.

The returning employee will be assigned to the same position occupied before the leave of absence. If the position is no longer in existence the employee shall be assigned to a position in the same general job classification with equal hours, benefits and pay. 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 relevant provisions of this Agreement including but not limited to Section 1.4. It shall be the responsibility of the employer to inform replacement employees of these provisions.

Section 8.9.2.

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. If such leave is approved for extended illness or injury, seniority shall accrue up to two (2) additional years.

Section 8.10. Natural Disasters.

In the event that school is closed due to the occurrence of a natural disaster, and the number of days of closure is not made up, the employee shall be given the option of making up the time lost, or of not receiving payment for days not worked because of the natural disaster.

Section 8.11. Shared Sick Leave.

Employees may share accrued leave with other employees on a voluntary basis according to School Board policy and state law (RCW 41.04.665).

Section 8.12. Leave Without Pay (LWOP).

An employee may request LWOP for personal or professional reasons by written request to the building principal. In order to request LWOP, all other leaves must be exhausted, excluding sick leave. Requests for LWOP may be denied if it is determined that the length and/or frequency of requests is deemed to cause a disruption of the educational program of the District.

ARTICLE IX

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 9.1. Probation.

Each new hire shall have a probationary period of ninety (90) workdays following the hire date during which time seniority will not apply and during which time the District may discharge such employee at

its discretion without recourse to the Grievance Procedure. After ninety (90) workdays of successful employment, the name of the employee shall appear on the seniority list as of the first date of continuous employment (hire date) and such employee shall be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 9.1.1.

Employees who change classification or take a new position within the same classification shall serve a trial period of thirty (30) calendar days, during which time the District may reassign such employee to his/her original position at its discretion without recourse to the Grievance Procedure. In the event of reassignment, the employee may request a written statement of the reasons for the reassignment in order to improve or garner additional skills.

During this thirty (30) calendar day trial period, the employee may request to be returned to his/her former position. The request must be made in writing to the immediate supervisor.

Section 9.2. Seniority Rights.

Seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement;
- D. Abandonment of position.

Section 9.2.1.

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 service in the Armed Forces of the United States;
- C. Time spent on other authorized leaves; or
- D. Time spent in layoff status as hereinafter provided.

Section 9.2.2.

Seniority rights shall be effective within the general job classification. The general job classifications are those set forth in Article I, Section 1.2. The seniority rights of the employee shall arise from the classification date and shall be applicable within the classification. The employee shall, however, retain all seniority in the former job classification(s). Seniority in former job classification(s) does/do not continue accruing.

Section 9.2.3.

The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods, special services (including overtime) and layoff. The employee with the earliest hire date 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(s) possess ability and performance substantially greater than a senior employee(s), the District shall set forth in writing to the employee(s) and the Association President, its reasons why the senior employee(s) has been bypassed.

1
2 **Section 9.3. Job Postings.**

3 The District shall publicize within the bargaining unit for five (5) workdays the availability of open
4 positions as soon as possible after the District is apprised of the opening. A copy of the job posting
5 shall be forwarded to the President of the Association and to the Association representative of the
6 classification concerned.

7
8 **Section 9.4. Layoff.**

9 In the event of a layoff, the District will first meet and confer with the Association.

10
11 **Section 9.4.1.**

12 In the event of layoff, employees so affected are to be placed on a reemployment list
13 maintained by the District according to layoff ranking. Such employees shall have the
14 opportunity to use accrued seniority in classifications other than the one from which they are
15 being laid-off. An employee who exercises his/her right to use accrued seniority must meet the
16 qualifications for the position. Names shall remain on the reemployment list for two (2) years.
17 Employees on layoff status shall have preferential rights to work assignments as substitutes
18 within their general job classification, as such work becomes available.

19
20 **Section 9.4.2.**

21 If the employee is on layoff and new or open positions are posted, current qualified employees
22 will have priority. If no current employee bids on the job, those on layoff will have priority
23 over non-employees.

24
25 **Section 9.4.3.**

26 Substitute employees shall have priority for employment, provided the position has been
27 offered to the bargaining unit pursuant to Article IX, Section 9.4.2 and no member has bid on
28 the job. This section shall refer to employment in the job classification (See Article I,
29 Section 1.2) for which the individual has been substituting.

30
31 **Section 9.4.4.**

32 Employees on layoff status shall file their addresses and home phones in writing with the
33 personnel office of the District and shall thereafter promptly advise the District in writing of
34 any change of address and phone.

35
36 **Section 9.4.5.**

37 An employee shall forfeit rights to reemployment as provided in Section 9.2.3 if the employee
38 does not comply with the requirements of Section 9.4.4 and Section 9.4.6 or if the employee
39 does not respond to the offer of reemployment within ten (10) school workdays.

40
41 **Section 9.4.6.**

42 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
43 other accrued benefits; provided that such employee is offered a position substantially equal to
44 that held prior to layoff.

ARTICLE X

TRAINING

Section 10.1.

Employees shall be reimbursed for the following vocational training expenses, provided participation has been approved by the Superintendent:

- A. Expenses and materials to attend training which would be mutually beneficial to the employee and the School District.
- B. Purchase of recognized vocational training from state or national educational institutes which would further an employee's potential within the School District.
- C. Employees who attend approved training sessions will be paid their regular wage for all time spent at the training session.

Section 10.2. Paraeducator Training.

Effective September 1, 2019, all paraeducators defined as classified school employees who work under the supervisor of certificated or 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) year of age and hold a high school diploma or its equivalent; and
2. (a) Have received a passing grade on the education testing service 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). Starting with the 2019-2020 school year, the District must provide 14 hours of the 28-hour FCS. The training must be paid training for the employee and cover associated costs on the state standards of practice for all paraeducators. The District will provide access to computers and other technology needed to be successful in obtaining the FCS and certificates.

Once the 28 hours have been earned, paraeducators are then eligible to earn a General Certificate by completing an additional 70 hours of courses on the standards of practice. The General Certificate must be completed within three (3) years of finishing the FCS and will not expire.

Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the English Language Learner (ELL) Subject Matter and the Special Education Subject Matter Certificates. Both certificates require 20 hours of professional development in their specific subject area and the certificates will expire after five (5) years. Course hours for the SMC will count towards the General Certificate.

Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete 75 hours of professional development related to the following duties; assisting in highly impacted classroom, assisting in specialized instructional support and instructional technology applications, mentoring and coaching other paraeducators and acting as a short-term emergency substitute teacher.

1 Professional development hours which include clock hours and the state approved apprenticeship
2 program will count towards continuing education credit hours.

3 4 5 6 **ARTICLE XI**

7 8 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

9 10 **Section 11.1.**

11 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
12 of justifiable cause shall be resolved in accordance with the Grievance Procedure hereinafter provided.

13 14 **Section 11.1.1.**

15 If the District has reason to reprimand an employee, it shall be done in a manner which will not
16 embarrass the employee before other employees or the public. Any meeting that may result in
17 disciplinary action by the District; the District must inform the employee that they may have
18 representation by another union employee and/or the Field Representative.

19 20 **Section 11.2. Notification to Non-Annual Employees.**

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

23 24 **Section 11.2.1.**

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

27 28 **Section 11.2.2.**

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

31 32 **Section 11.2.3.**

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

35 36 **Section 11.3.**

37 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
38 employees two (2) weeks notice of intent to discharge or lay off.

39 40 41 42 **ARTICLE XII**

43 44 **NOTICE OF TERMINATION**

45 46 **Section 12.1.**

47 Employees electing to sever their employment with the District shall notify the District of their intent
48 to terminate their employment at least two (2) weeks in advance of such termination.

ARTICLE XIII

INSURANCE

Section 13.1. School Employees Benefit Board (SEBB).

Beginning January 1, 2020, and each year thereafter, 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). All Benefit Plans for 2018-19 will be continued unaffected through December 31, 2019.

Section 13.2. SEBB Insurance Plans.

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.

Section 13.3. SEBB Eligibility.

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

Section 13.4.

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

Section 13.5.

The District shall make contributions to the Washington State Unemployment Compensation Fund requisite to providing unemployment benefits for all employees subject to this Agreement; provided, however, that such coverage shall be in accordance with directives from Office of State Superintendent of Public Instruction.

Section 13.6.

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

Section 13.7.

The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. Association Membership.

The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce or interfere against any employee in that process.



Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. The Association shall be the custodian of record in terms of employee Association Membership.

Section 14.1.1. Notification to Local Union.

The District will provide written notification to the local Chapter President of any newly hired employee or the transfer of any current employee from one (1) classification or position to another. Such notification shall be no less than ten (10) workdays from the date of the board action. The notification shall include the name of the employee, the address of the employee, the classification, wage, hours and location

Section 14.2. E-Signature.

The District agrees to accept dues authorizations via written, voice authorization or by E-signature in accordance with "E-SIGN". Public School Employees of Washington/SEIU Local 1948 (PSE) will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

Section 14.3. Dues Authorization.

The District shall deduct PSE dues, assessments, service charges or voluntary political contributions from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. PSE will be the custodian of the records related to dues authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

Section 14.4. Voluntary Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the 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 about the right to revoke the request by Public School Employees of Washington.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1.

Grievances or complaints arising between the District and its employees shall be defined as matters dealing with the interpretation or application of the terms and conditions of this Agreement.

1 **Section 15.2.**

2 Employees shall first discuss any grievance with their immediate supervisor. If the employee so
3 wishes, he/she may be accompanied by an Association representative at such discussion.

5 **Section 15.3.**

6 All grievances not brought to the immediate supervisor within thirty (30) calendar days of the
7 occurrence, or the date the employee/Association knew or reasonably should have known of the
8 grievance, shall be invalid and subject to no further processing.

10 **Section 15.4.**

11 The immediate supervisor shall have ten (10) calendar days in which to respond. If the immediate
12 supervisor denies the grievance, the employee shall have ten (10) calendar days from receipt of the
13 denial to submit a written statement of the grievance to the Superintendent. The statement of
14 grievance shall contain the following:

- 15
16 A. The facts on which the grievance is based;
17 B. A reference to the provisions in the Agreement which have been allegedly violated; and
18 C. The remedy sought.

20 **Section 15.5.**

21 The Superintendent shall have ten (10) calendar days in which to respond. If the Superintendent
22 denies the grievance, the employee shall have ten (10) calendar days from receipt of the denial to
23 submit the grievance to the Board of Directors.

24 **Section 15.6.**

25 The Board of Directors shall have ten (10) calendar days to schedule a closed hearing to review the
26 grievance. The grievant may have the assistance of Association representative or legal counsel at the
27 hearing should he/she so desire. The Board's review shall be limited solely to matters earlier presented
28 to the Superintendent and shall not embrace new matters. The Board shall have ten (10) calendar days
29 after the hearing on the grievance to rule on the grievance.

32 **Section 15.7.**

33 If no settlement has been reached within the thirty (30) days referred to in the preceding subsection,
34 and the Association believes the grievance to be valid, the employee may demand arbitration of the
35 grievance. Any dispute, claim or grievance arising out of or relating to the interpretation or the
36 application of this Agreement shall then be submitted to arbitration under the Voluntary Labor
37 Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may submit
38 to arbitration under the expedited Labor Arbitration Rules of the American Arbitration Association.
39 The parties further agree to accept the arbitrator's award as final and binding upon them. The cost of
40 arbitration shall be split in half between parties. The arbitrator does not have the authority to add to,
41 detract from or otherwise alter this agreement.

43 **Section 15.8.**

44 If both parties agree, the timelines in the above sections may be extended on a temporary basis.
45 However, if timelines are not met by the District, the grievance may proceed to the next level. If the
46 Association fails to meet timelines, the grievance will be deemed to be settled according to the
District's last response.

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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

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

Section 16.2.

Salaries for employees subject to this Agreement are contained in Schedule A, attached hereto by reference and incorporated herein.

Section 16.3.

Employees subject to this Agreement shall receive their compensation in twelve (12) monthly payments.

Section 16.4.

The District will not disclose personnel matters so covered except in compliance with the law.

Section 16.5.

Any employee who changes job classifications or positions within the bargaining unit shall receive full longevity credit regarding step placement on Schedule A. This shall apply to all bargaining unit employees.

Employees transferring between one Washington School District and the Cusick School District shall be governed by RCW 28A.400.300 (2) (i).

ARTICLE XVII

EVALUATION

Section 17.1.

The annual evaluation report for classified personnel shall be completed on the form attached to this Agreement as ADDENDUM A and shall be a part of this Agreement.

Section 17.2.

The employee's immediate supervisor shall strive to evaluate the employee's performance annually, but no later than thirty (30) school days prior to the employee's last day of work in the current school year. The employee has the right to respond to the evaluation and the response will be attached to the evaluation.

ARTICLE XVIII
TERM AND SEVERABILITY

Section 18.1.

The term of this Agreement shall be September 1, 2019 to August 31, 2022. This Agreement shall be reopened as needed to consider any legislation that may arguably affect the terms and conditions of this Agreement.

Section 18.2.

The District shall not subcontract bargaining unit positions during the term of this Agreement.

Section 18.3.

This Agreement may be reopened and modified at any time during its term upon written mutual consent of the parties. The Agreement shall be reopened annually to negotiate Schedule A and insurance benefits. The Agreement shall be opened as necessary to consider the impact of any legislation enacted following its execution that may arguably benefit classified employees.

In addition, the following Articles and/or Sections will be open for negotiations:

1. Section 8.5. - Personal Leave
2. Full Funding of the HCA "carve-out"
3. Article VII - Holiday and Vacation accrual
4. Summer Hours
5. Annual Evaluation Tool – Addendum A

Section 18.4.

Neither party shall be compelled to comply with any provision which conflicts with State or Federal statutes or regulations. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of the Agreement shall not be affected thereby. In the event this Section applies to any provision of the Agreement, the parties shall negotiate the affected provision.

SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948**

CUSICK CHAPTER

BY: 

Debbie Tesdahl, Chapter President

CUSICK SCHOOL DISTRICT #59

BY: 

Don Hawpe, Superintendent

DATE: 10/28/19 10/28/19

BY: _____

ADDENDUM A
Cusick Public Schools
CLASSIFIED EVALUATION

PERSONAL SKILLS

1. INTERPERSONAL RELATIONS

Deals effectively with others in the job site,
demonstrates teamwork and exhibits sound
judgment and common sense.

E	S	NI	U	N/A

Comments:

2. DEPENDABILITY

Consider degree to which employee
can be depended upon to complete
assigned tasks.

E	S	NI	U	N/A

Comments:

3. INITIATIVE AND RESOURCEFULNESS:

Consider the ability to anticipate needs
and take effective action to be a self-starter,
to select and make do with facilities available.

E	S	NI	U	N/A

Comments:

4. COOPERATION

Consider the ability to work effectively
with others and jointly with a group.

E	S	NI	U	N/A

Comments:

5. APPEARANCE:

Maintains appearance appropriate to the
type of work being performed.

E	S	NI	U	N/A

Comments:

ADDENDUM B
COMPENSATORY TIME
EMPLOYEE RIGHTS
Accrual

According to Washington State law and Federal law, an employee may choose, but not be directed, to accrue Compensatory Time. If a supervisor or other administrative personnel, asks you to work over your regularly assigned shift, you and only you may choose to accrue "comp time" in place of pay.

If you normally work six hours and you work seven in one day, you may choose to record your time for that day as six hours with one hour of "comp time", OR you may record your day as seven hours and be paid straight time for the additional hour. The method and where you record the "comp-time" is not the same in each district so you must ask the Payroll Department for direction on keeping such records. It is a very good idea to have your immediate supervisor give written approval and acknowledgement that the time was recorded as "comp-time" and will not be paid as additional time worked.

When working additional time will put you into a situation where you work over forty hours in one week, any time recorded over forty hours must be paid at one and one-half times your regular rate of pay. If you choose to record "comp-time" for the additional hours of work, it will be recorded at the overtime rate of one and one-half times the amount of time worked. For example: Mary's shift is 8 hours each day and she works 5 days per week. When Mary worked 9 hours on Wednesday, she chose to record comp-time instead of pay for the hour worked. Her time sheet at the end of the month would show 1.5 hours of comp-time for the work performed on that Wednesday.

Using Compensatory Time

All compensatory time earned may not accrue from year to year and must be used within the same school year it is earned.



Continued Education Incentive Pay

Clock hours may be used for salary advancement for classified PSE employees covered under the Collective Bargaining Agreement who have one (1) or more years of Cusick School District experience. Salary advancement will be for every 30 clock hours earned, up to a maximum of 180 hours earned while employed by the Cusick School District. Clock hours must be completed by August 31st of the current calendar year, pre-approved by the employee's principal and Superintendent, directly job-related, Washington State or ESD sanctioned and paid for by the employee. The additional salary for clock hours earned will be:

30 Clock Hours:	\$0.10 per hour
60 Clock Hours:	\$0.20 per hour
90 Clock Hours:	\$0.35 per hour
120 Clock Hours:	\$0.50 per hour
150 Clock Hours:	\$0.70 per hour
180 Clock Hours:	\$0.90 per hour

An additional one dollar and thirty five cents (\$1.35) will be added to the base salary for any PSE employee who has completed an Associate of Arts or Associate of Science Degree and can provide the necessary documentation for verification. ***Must be directly job related.**

An additional one dollar and ninety five cents (\$1.95) will be added to the base salary for any PSE employee who has completed a Bachelor's Degree and can provide the necessary documentation for verification. ***Must be directly job related.**

Upon approval, the parties agree to provide fifty cents (\$.50) per hour increase in pay as incentive for certifications acquired that are directly related to PSE classified employee's job and are specifically aimed at enhancing the duties of the employee's position.

***An additional one dollar and ninety five cents (\$1.95) per hour is the maximum "Continued Education Incentive Pay" salary increase allowed for a PSE employee covered under the Collective Bargaining Agreement. All clock hours earned since September 1, 2010 will be considered for salary advancement, if they meet the criteria outlined above. Proof of clock hours earned must be accompanied with an official clock hour form and submitted to District payroll no later than September 30th of each year.**

****Other forms of documentation verifying completion of job related education/training (completed since September 1, 2010) MAY also be considered for salary advancement. If the number of hours isn't specified on the documentation provided, the maximum number of hours that an employee will be granted toward salary advancement shall not exceed two (2) hours.**

***** Final determination on what will be acceptable documentation verifying training towards salary advancement will be made by the District Superintendent.**

Schedule A
Cusick School District #59
September 1, 2019 - August 31, 2020

Job Classification	1-2 Years	3-4 Years	5 Years	6 Years	7 Years	8 Years
Paraeducator	\$13.65	\$14.23	\$14.91	\$15.52	\$16.26	\$16.87
Office Support	\$13.65	\$14.23	\$14.91	\$15.52	\$16.26	\$16.87
Secretary	\$15.70	\$16.34	\$16.99	\$17.63	\$18.26	\$18.94
Custodian	\$15.70	\$16.34	\$16.99	\$17.63	\$18.26	\$18.94
Head Cook	\$16.10	\$16.85	\$17.49	\$17.79	\$18.85	\$19.52
Assistant Cook	\$13.75	\$14.39	\$15.05	\$15.72	\$16.40	\$16.98
Food Service Worker	\$13.65	\$14.23	\$14.91	\$15.52	\$16.26	\$16.87
Education Support Specialists (Sign-Language Interpreters, Conflict Manager, Computer Technician)	\$16.40	\$17.22	\$18.05	\$18.98	\$19.91	\$20.73

Substitutes: Shall be paid at Step 1-2 of the classification for which they are substituting.

Longevity: Cents per hour to be added to the employee's regular hourly wage:

10 years	15 cents
15 years	30 cents
20 years	45 cents
25 years	60 cents
30 years	75 cents
35 years	90 cents

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 CUSICK CHAPTER AND THE CUSICK SCHOOL DISTRICT #59. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Due to the unique job responsibilities currently performed in the district, a stipend will be given to the Head Cook and Business Manager positions as follows:

1. Beginning with the 2019-20 School Year, the District and Association agree to a fifty cent (\$.50) per hour stipend for the following classified employees:

Tracey Abercrombie – Head Cook
Esther Longley – Business Manager

This additional pay will not be added to the positions on Schedule A and will discontinue when the current employees leave employment with the district.

This Memorandum of Understanding shall be effective September 1, 2019, shall remain in effect until August 31, 2022 or the employees terminate employment, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

CUSICK CHAPTER

CUSICK SCHOOL DISTRICT #59

BY: Debbie Tesdahl
Debbie Tesdahl, Chapter President

BY: Don Hawpe
Don Hawpe, Superintendent

DATE: 10/28/19

DATE: 10/28/19



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL #1948, CUSICK CHAPTER AND THE CUSICK SCHOOL DISTRICT #59. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

THIS LETTER OF AGREEMENT SPECIFICALLY ADDRESSES ASPECTS OF A 4-DAY SCHOOL WEEK. WHILE THE SCHOOL DISTRICT OPERATES UNDER A 4-DAY SCHOOL WEEK WAIVER, THE DISTRICT AND ASSOCIATION AGREE TO ADD OR SUBSTITUTE THE FOLLOWING LANGUAGE UNDER THE APPROPRIATE SECTIONS OF THE 2019-2020 SCHOOL YEAR, ORIGINAL CONTRACT LANGUAGE WILL BE RESTORED.

The parties agree that the following changes will be made to accommodate the 4-day school week:

1. Beginning with the 2017-18 School Year, the District adopted a four-day student school week with the intention of increasing student and staff attendance, and improving working conditions by providing extra time during a school year work week calendar for vacations, personal business, and appointments. While the District recognizes all personal business and appointments cannot be accomplished on non-work day Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Using a baseline from the 2015-16 school year, aggregated staff attendance numbers (personal and sick leave) will be reported annually to the State Board of Education in support of the District's Four Day School Week application.

2. Amend Section 6.1. as follows:

Section 6.1.

While the District operates under a four (4) day workweek calendar, although the workweek may be flexed, all employees will be allowed two (2) consecutive days of rest.

This Letter of Agreement shall be retroactive to September 1, 2019, shall remain in effect until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

CUSICK CHAPTER

CUSICK SCHOOL DISTRICT #70

BY: Debbie Tesdahl
Debbie Tesdahl, Chapter President

BY: Don Hawpe
Don Hawpe, Superintendent

DATE: 10/20/19

DATE: 10/20/19



