

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

WASHINGTON CONNECTIONS ACADEMY

Employer

and

CASE 19-RC-366958

SEIU LOCAL 925

Petitioner

DECISION AND DIRECTION OF ELECTION

On June 5, 2025, SEIU Local 925 (Petitioner) filed a petition with the National Labor Relations Board (Board) under Section 9(c) of the National Labor Relations Act (Act), as amended, 29 U.S.C. § 151 et seq., seeking to represent a unit of about 93 educational staff employed by Washington Connections Academy (WACA or Employer).¹ The Employer argues that the election should be held on or after August 29, 2025, after the start of the school year, because the petitioned-for employees do not work in the summer.

The petition defines the proposed unit as “[a]ll full-time and regular part-time certificated staff employed by Washington Connections Academy.” At the hearing, the Employer objected to that description, claiming it does not adequately differentiate between staff that should and should not be included in the unit. Other than the two certificated classifications of Specialist Teacher and Master Teacher, whom the parties agreed are statutory supervisors, the Employer does not identify any certificated classification who it contends should not be included in the bargaining unit. Accordingly, I find that the unit as defined in the petition is sufficiently described and constitutes an appropriate collective bargaining unit within the meaning of Section 9(b) of the Act.²

A hearing officer of the Board held a videoconference hearing on June 16, 2025, during which the parties had the opportunity to present evidence and state their respective positions on the record. Both parties presented witness testimony, and Petitioner also presented documentary evidence.³ Both parties filed post-hearing briefs.

¹ For the sake of simplicity, I refer to all petitioned-for employees jointly as either “teachers” or “employees.”

² The parties stipulated that the following certificated job classifications should be included in the bargaining unit: all regular full-time and part-time K-12 Teachers, Teacher Support Coordinators, ML Coordinators, Reading Specialists, WSLP Coordinators, State Testing Coordinator, 504 Coordinators, Student Success Advisors, and School Counselors. The parties further stipulated that two categories of certificated employees, Specialist Teachers and Master Teachers, are supervisory employees under Section 2(11) of the Act, 29 U.S.C. § 152(11), and are thus excluded from the unit.

³ The following witness testified on the Employer’s behalf: Sarah Savage, Vice President of Human Resources Services at Pearson Virtual Schools. The following witnesses testified on Petitioner’s behalf: K-12 Teachers Christine Tyler, Jennifer Lamas, Friday Sodorff, Paiton Larson, and Sarah Davis Simon, Student Support Specialist Audra Smith, and School Counselor Matthew Stalter.

The Board has delegated its authority in this proceeding to me under Section 3(b) of the Act. I have carefully considered the evidence, the arguments presented at the hearing and in the post-hearing briefs, and the relevant legal precedent. For the reasons set forth below, I hereby direct an election to be held in the unit on the earliest date practicable.

I. FACTS

The Employer operates an online education institution from its place of business in Lacey, Washington. The Employer provides its services virtually, and its staff is scattered across the Pacific northwest and beyond.⁴ Teachers give classes using an online platform called Class for Zoom and also communicate with students through various other means such as Webmail, the Employer's in-house email system, text messages, and by telephone. Teachers communicate with their colleagues, supervisors, and managers via email, text, Webmail, Google Chat, Google Meets, and by telephone.

The school year runs for about 10 months from late August to mid-June. The 2024–25 school year ended on June 18 and the 2025–26 school year begins on August 20. Teachers do not work during the summer, but they perform a variety of school-related tasks, including class preparation, curriculum review, and researching best practices in their field. Teachers also use the summer to take professional development training, as they often lack time to do so during the school year.⁵ The summer ends with a 3-day, in-person back-to-school event immediately preceding the start of the school year.⁶

Each spring, the Employer sends out an intent-to-return survey for teachers to complete. Unless teachers indicate an intent to leave, their employment rolls over automatically at the end of the summer. Teachers do not have to reapply for their positions or sign new employment contracts, and their seniority is calculated from their initial hiring date. There were 93 teachers working for the Employer during the 2024–25 school year. Five teachers resigned at the end of the year, and the Employer plans to hire four replacements. The Employer is also considering hiring up to 12 more teachers depending on student enrollment. WACA is considered a “school of choice,” which means families can enroll there at any time, and therefore the Employer tracks enrollment year-round and adjusts staffing accordingly.

Each year the Employer hires a number of “career ladder” employees from its faculty contingent for the duration of the school year. The parties stipulated that career-ladder employees are statutory supervisors excluded from the bargaining unit. When the year ends, career-ladder employees revert to regular employees, and those who wish to continue in those

⁴ Witnesses testified that they work from their places of residence in Bainbridge Island, WA (Tyler); Selah, WA, (Lamas); Naches, WA (Sodorff); Port Orchard, WA (Smith); Ione, WA (Larson); Corvallis, OR (Stalter); and Walla Walla, WA (Simon).

⁵ The State of Washington requires teachers to earn a number of professional-development credits in order to maintain their teaching accreditation.

⁶ No evidence was presented as to whether the back-to-school event will take place this year. However, witnesses testified that the event occurs each year at the end of summer. There is no evidence that this year is any different, and therefore I infer that the back-to-school event will occur shortly before school reconvenes on August 20, 2025.

positions must reapply during the summer. There were 11 career-ladder teachers during the 2024–25 school year, and the Employer anticipates hiring the same amount for 2025–26.

At the end of the school year, employees receive a check-out form asking them to provide their summer mailing address and telephone number, and to block certain dates in their calendar for the annual back-to-school event. All teachers maintain access to the Employer’s network and remain in communication with management and their colleagues over the summer. The Employer frequently sends out email updates about new curriculums, upcoming changes in technology, professional development opportunities, summer-school job openings, supervisor positions for the upcoming year, and a regular newsletter. In addition, employees may also get personalized, time-sensitive communications from management about various professional matters. The Employer expects teachers to respond to any inquiries they receive from parents and students during the summer months.

From August 1 onward, the Employer requires employees to check their work email at least twice a week for updates about the coming school year. These communications include surveys about scheduling availability, requests for input into class assignments, and information to prepare for the back-to-school event. Teachers must obtain prior approval if they anticipate being unavailable and unable to log into the Employer’s network during this period.

Teachers receive an annual salary and are paid semi-monthly, including during the summer months. The Employer’s pay statements identify teachers’ position type as “S10 - School 10-month,” but all payments are classified as “Regular-Salary,” including during the summer months. Employee job-summary forms have an option to label teachers as seasonal employees, but the corresponding box is not checked. Any pay adjustments occur at the beginning of the school year.

II. ANALYSIS

“An election should be held on the earliest date practicable consistent with the Board’s rules.” NLRB Caschandling Manual (Part Two) Representation Proceedings § 11302.1. The Employer asserts that the earliest practicable date for an election in this case is August 28, 2025, because: (1) teachers are seasonal employees who have few duties related to their employment in the summer months; (2) a significant number of employees will not vote if the election is set before school resumes on August 20; and (3) the Employer will not have its full complement of employees until after the school year begins. I find none of these arguments convincing.

A. Teachers Are Not Seasonal Employees

As the term implies, seasonal employees work in industries that either operate, or experience significant workforce fluctuations, during certain periods of the year. See, e.g., *Diamond Walnut Growers, Inc.*, 308 NLRB 933 (1992) (walnut-processing operation with

peak season in September and October); *Macy's East*, 327 NLRB 73 (1998) (employer that prepares costumes for the Macy's Thanksgiving Day parade); *L&B Cooling, Inc.*, 267 NLRB 1 (1983) (lettuce-cooling operation active from July to October). To account for those ebbs and flows, the Board may postpone an election until peak season in order to ensure maximum employee participation. See, e.g., *Bogus Basin Recreation Association*, 212 NLRB 833, 833 (1974); (deferring election in ski resort until peak of winter season); *Kelly Brothers Nurseries, Inc.*, 140 NLRB 82, 86-87 (1962) (same for employer operating plant nursery).

Employees in seasonal industries are typically laid off and recalled from one season to the next, and they may or may not have a reasonable expectation of reemployment. See *National Posters*, 282 NLRB 997, 1002 (1987) (considering reasonableness of expectation of reemployment in determining whether seasonal employees belong in appropriate bargaining unit). That is not the case here. WACA's teachers maintain their employment year over year unless they are terminated or announce their intention to leave. They are not laid off or recalled, nor do they sign new employment contracts with each new school year. Teachers are paid twice a month, every month, including during the summer months, and the Employer does not differentiate between summer pay and pay during the school year. Moreover, they maintain access to their work emails and all the Employer's software platforms during the summer break. These are hallmarks of regular year-round employment, not seasonal work.

The only reason cited by the Employer to argue that teachers are seasonal employees is that they do not work during the summer months. But a school year, with its customary summer break, is not akin to the peaks and valleys found in seasonal industries. Unsurprisingly, the Board has never found the standard academic schedule to support treating teachers as seasonal employees, and none of the Employer's cases support a different conclusion. For example, neither *Tusculum College*, 199 NLRB 28 (1972), nor *Fordham University*, 193 NLRB 134 (1971), both cited by the Employer, found teachers to be seasonal employees. Rather, the Board ordered balloting deferred until the beginning of the fall term because many faculty members would be absent from campus over the summer. As discussed further below, those considerations do not apply here.

B. The Summer Break Will Not Hinder Employee Participation

In cases involving seasonal employees, the Board's objective of promptly organizing representation elections may run up against the equally important goal of ensuring maximum employee participation in the electoral process. This also happens occasionally in the educational setting, notably in colleges and universities. In those cases, the Board has at times taken the initiative—or granted party requests—to delay elections until the start of the fall semester. See *Tusculum College*, 199 NLRB at 33 (ordering election to be held after start of classes because faculty members were not present on campus during summer); *Fordham University*, 193 NLRB at 140 (same); see also, e.g., *New York University*, 205 NLRB 4, 10 (1973) (granting parties' request to hold election during academic year); *Adelphi University*, 195 NLRB 639, 649 (1972) (same).

The Employer seizes on those examples to argue that when educators vote in representation elections, Board policy dictates that balloting be deferred until after the start of the school year. I am not aware of such a rule, however, and certainly the Board did not articulate one in any case on which the Employer relies. Moreover, this case differs from those precedents in two critical respects.

First, the cases cited by the Employer required employees to vote in person, whereas here the parties have agreed to proceed by mail-ballot election. Even so, the Employer contends that a mail-ballot election is unpracticable over the summer because its staff is dispersed among multiple states and some may be traveling. However, the duration of the election, from the mailing of the ballots to their return to the regional office, can be adjusted to minimize the chance that employees will be away during the entire period. Moreover, the Employer had teachers provide their summer mailing addresses before the break, so it has them on file. And of course, teachers can always supply another address once the election is announced if they happen to be away during the balloting period.

Second, and contrary to the cases on which the Employer relies, WACA is a virtual school with no physical building or campus. The Employer's operations are designed for online learning, and it maintains a suite of software tools to facilitate connection among staff. The undisputed testimony reflects that teachers check email regularly during the summer and log into the Employer's platform when necessary. Indeed, the Employer expects teachers to stay connected in case parents or students need to reach them. The Employer also sends employees a host of communications over the summer, some of which require responses within a few days. Finally, the Employer requires employees to check their messages at least twice a week after August 1 to receive information about the upcoming school year. To the extent the Employer argues that teachers might not know about the election if it is held over the summer, and thus miss their opportunity to vote, the record simply does not support it.

C. The Employer Already Has a Substantial and Representative Complement of Employees

The Employer argues that holding the election before the beginning of the school year risks disenfranchising employees hired over the summer and whose start date coincides with the first day of school. The record reflects that the Employer has already decided to hire 4 new teachers and could recruit up to 12 more depending on enrollment.⁷ The Employer further represents that between those new hires and the 11 career-ladder employees to be drawn from the teaching staff, up to 29 percent of employees in proposed unit could potentially change between the election and when school resumes.

“[T]he Board will direct an immediate election, notwithstanding an employer's plan to expand its workforce, when the employer's current complement of employees is ‘substantial and representative’ of the unit workforce to be employed in the near future.” *Yellowstone*

⁷ The final number of new hires is unknown, but for purposes of this argument I assume the Employer will hire a total of 16 new employees.

International Mailing, Inc., 332 NLRB 386, 386 (2000). The Board will find an employer's existing workforce to be substantial and representative if "approximately 30 percent of the eventual employee complement is employed in 50 percent of the anticipated job classifications." *Id.* Assuming the Employer's figures to be true, it already has in its employ over 70 percent of its teaching staff for the 2025–26 school year. Under Board law, that is amply sufficient for the election to proceed.

D. Conclusion

For the reasons set forth above, I find that the fact that the petitioned-for employees do not work during the summer is no impediment to holding an election prior to the beginning of the school year. Accordingly, I will direct that the election be held as soon as practicable.

III. CONCLUSION AND FINDINGS

Based upon the entire record in this matter, including the parties' stipulations and post-hearing briefs, and for the reasons set forth above, I conclude and find as follows:

1. The Hearing Officer's rulings made at the hearing are free from prejudicial errors and are affirmed.
2. The parties stipulated, and I find, that Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
3. The parties stipulated, and I find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.⁸
4. The parties stipulated, and I find, that there is no collective-bargaining agreement covering any of the employees in the unit, and there is no contract bar or other bar to an election in this matter.
5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
6. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

⁸ The parties stipulated that the Employer is a State of Maryland limited liability company that operates an online education institution, with an office and place of business in Lacey, Washington. During the 12-month period preceding the hearing, a representative period, the Employer derived gross revenues in excess of \$1,000,000 and purchased and received goods valued in excess of \$50,000 directly from points located outside the State of Washington.

Included: All full-time and regular part-time certificated staff employed by Washington Connections Academy.

Excluded: Administrators, non-certificated staff, and all other employees, guards, managers, and supervisors as defined in the Act.

There are approximately 93 employees in the unit set forth above.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for purposes of collective bargaining by **SEIU Local 925**.

A. Election Details

The parties agree, and I find that a mail ballot election is warranted in this case. On **Thursday, July 31, 2025**, the ballots will be mailed to voters by a designated official from the National Labor Relations Board, Region 19, 915 2nd Ave, Ste 2948, Seattle, WA 98174. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **Thursday August 7, 2025**, should communicate immediately with the National Labor Relations Board by either calling the Region 19 Office at 206-220-6300 or our national toll-free line at 1-866-667-NLRB (1-866-667-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Region 19 office **by 1:00 p.m. PDT on Thursday, August 28, 2025**. All ballots will be commingled and counted by an agent of Region 19 of the National Labor Relations Board on **Thursday, August 28, 2025, at 1:00 p.m.**

The parties will be permitted to participate in the ballot count, which may be held by videoconference. If the ballot count is held by videoconference, a meeting invitation for the videoconference will be sent to the parties' representatives prior to the count. No party may make a video or audio recording or save any image of the ballot count.

B. Voting Eligibility

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately preceding the issuance of this Decision including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote by mail as described above.

Ineligible to vote are (1) employees who have quit or been discharged for cause during the stipulated voter eligibility period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Co.*, 394 U.S. 759 (1969).

Accordingly, and as required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this Decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the Regional Director and the parties by **July 23, 2025**. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because each list will be used during the elections, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for each list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

The list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. If electronic filing is not feasible, the list may be submitted to the regional office by mail or by facsimile

transmission at (206) 220-6305. The burden of establishing the timely filing and receipt of the list will continue to be placed on the sending party.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve each list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Notice Posting Obligations

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post the Notices of Election accompanying this Decision provided in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least 3 full working days prior to 12:01 a.m. on the day of the election and copies must remain posted until the end of the election. The Notice must be posted so all pages of the Notice are simultaneously visible. The Employer must also distribute the Notice of Election electronically to any employees in the unit with whom it customarily communicates electronically. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. The Employer's failure to timely post or distribute the election notices is grounds for setting aside the election if proper and timely objections are filed. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the elections on the grounds that it did not file a request for review of this Decision prior to the elections. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number(s), and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

DATED at Seattle, Washington, July 21, 2025.

A handwritten signature in black ink, reading "Ronald K. Hooks". The signature is written in a cursive, flowing style.

Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006



United States of America
National Labor Relations Board
NOTICE OF ELECTION



19-RC-366958

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail *Instructions to Employees Voting by United States Mail*, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the VOTING UNIT during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:45 PM on July 31, 2025, ballots will be mailed to voters from the National Labor Relations Board, Region 19, 915 2nd Ave Ste 2948, Seattle, WA 98174-1006. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by August 7, 2025, should communicate immediately with the National Labor Relations Board by either calling the Region 19 Office at (206)220-6300 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 19 Office on August 28, 2025. In order to be valid and counted, the returned ballots must be received in the Region 19 Office prior to the counting of the ballots.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government and does not endorse any choice in the election.



United States of America
National Labor Relations Board
NOTICE OF ELECTION





VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

All full-time and regular part-time certificated staff employed by Washington Connections Academy during the payroll period ending immediately preceding the July 21, 2025, Decision and Direction of Election.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Administrators, non-certificated staff, and all other employees, guards, managers, and supervisors as defined in the Act.

	<p>UNITED STATES OF AMERICA National Labor Relations Board 19-RC-366958</p> <p>OFFICIAL SECRET BALLOT For certain employees of WASHINGTON CONNECTIONS ACADEMY</p>	
<p>Do you wish to be represented for purposes of collective bargaining by SEIU LOCAL 925?</p>		
<p>MARK AN "X" IN THE SQUARE OF YOUR CHOICE</p>		
<p>YES</p> <div data-bbox="412 1247 548 1339"><input type="checkbox"/></div>	<p>NO</p> <div data-bbox="1068 1247 1205 1339"><input type="checkbox"/></div>	
<p>DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN "X" IN THE SQUARE OF YOUR CHOICE ONLY.</p> <p>If you make markings inside, or anywhere around, more than one square, you may request a new ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.</p> <p>The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.</p>		

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government and does not endorse any choice in the election.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law

Anyone with a question about the election may contact the NLRB Office at (206)220-6300 or visit the NLRB website www.nlr.gov for assistance.