

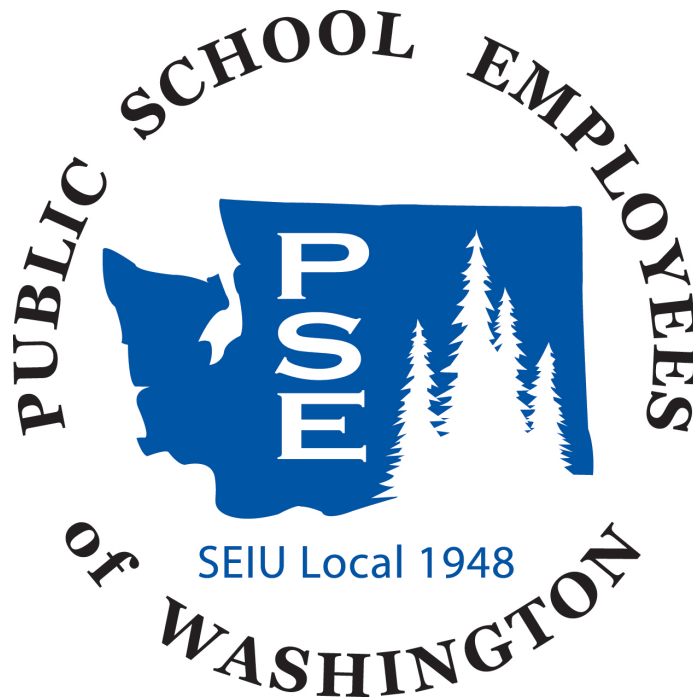
COLLECTIVE BARGAINING AGREEMENT BETWEEN

EVERETT ASSOCIATION OF PARAEDUCATORS CHAPTER #1107

AND

EVERETT SCHOOL DISTRICT #2

SEPTEMBER 1, 2024 – AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948
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SCHEDULE A (2024-2025)

LETTERS OF AGREEMENT: Non-Instructional Supervisory Substitute
Transitional Kindergarten Paraeducators
Evaluation Form Review
VEBA (2024-2025)

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P R E A M B L E

This Agreement is made and entered into between Everett School District No. 2 (hereinafter "District" or "Employer") and the Everett Association of Paraeducators (hereinafter "Association"), an affiliate of the Public School Employees of Washington.

The Association and the District will work to change the Collective Bargaining Agreement and other documents to use gender neutral terms.

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

A R T I C L E I

RECOGNITION

Section 1.1. Exclusive Representative.

The District hereby recognizes the Association as the exclusive representative of those classified employees in the classifications listed in Appendix A, which shall include temporary and substitute employees to the extent provided in Article III.

Section 1.2. Exclusions.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

Section 1.3. Employee Performance.

The District and the Association agree with the objective of achieving the highest level of employee performance and production consistent with safety, health, and sustained effort.

A R T I C L E II

DEFINITIONS

Section 2.1. Employees.

The terms "employee" and "paraeducator" shall refer to those regularly employed Paraeducators and Paraeducator/Specialists represented by the Association in the bargaining unit as set forth in the Recognition Clause, except as otherwise indicated. A regular employee is a worker hired for a position that is reasonably expected to continue from year to year.

The term "substitute employee" shall refer to those persons employed to replace Paraeducators and Paraeducator/Specialists who are absent from their regular assignment.

The term "temporary employee" shall refer to those persons employed to cover for employees on authorized leaves, workload fluctuations, emergency situations, or special projects on an as needed basis. A temporary employee is a worker hired to a position that is limited in duration, not to exceed ninety (90) working days. Such workers are hired with the understanding the employment will end upon the completion of the particular task for which they are hired. An employee working in a temporary position is not considered a substitute employee or regular employee and is covered by all the provisions of Article III of this Agreement.

Section 2.1.1.

Positions that are not already identified as a long term substitute or temporary positions and have exceeded thirty (30) working days will be discussed at a labor management meeting, including a discussion as the necessity of posting the positions.

Section 2.2. Evaluator / Supervisor.

The evaluator/supervisor shall be designated by Human Resources, and shall be a building administrator, or a work site supervisor, and shall not be a non-supervisory certificated employee. All evaluators shall have training in appropriate evaluation practices and procedures.

Section 2.3. Days.

The term "workday" shall mean a day that District offices are open for business. The term "day," if not otherwise defined, shall mean calendar day.

Section 2.4. Job Descriptions.

The District will be responsible for the establishment of job descriptions for each position within the bargaining unit with input from the Association per Section 6.5. Whenever revisions are made to said job descriptions, copies will be provided to affected employees and the Association.

ARTICLE III

SUBSTITUTE AND TEMPORARY EMPLOYEES

Section 3.1. Bargaining Unit Inclusion.

Those substitute and temporary employees employed by the District for more than twenty (20) consecutive workdays or more than thirty (30) total days of work within any twelve (12) consecutive month period shall be included in the bargaining unit set forth in the recognition clause.

Section 3.2. Limitations.

The wages, hours, and other terms and conditions of employment for substitute and temporary employees shall be expressly limited to those contained in this Article.

Section 3.3. Rate of Pay.

Substitute and temporary employees shall receive the hourly rates included on Appendix A.

1 **Section 3.4. Employee Benefits.**

2 Substitute and temporary employees who are eligible to receive employee benefits according to the rules
3 and regulations of SEBB. Substitute and temporary employees shall accrue one (1) hour of sick leave for every
4 forty (40) hours worked.

5
6 Application of this leave is limited to substitutes who have already accepted a job in the District's Absence
7 Management System, or temporary employees who are in a current assignment and are unable to report to work
8 for such reasons provided under Section 16.3 and which align with paid sick time uses provided under law.
9

10 **Section 3.5. Management Rights.**

11 The District retains the management rights as contained in Article IV.
12

13 **Section 3.6. Dismissal from Assignment.**

14 The District retains the right to terminate the employment of substitute and temporary employees at its sole
15 discretion.
16

17 **Section 3.7. Application of Grievance Procedure.**

18 Substitute and temporary employees shall have the right to use the grievance procedure contained in Article
19 XIII and shall be limited in bringing to arbitration only matters specifically contained in this Article and
20 only to the extent the matters brought to arbitration arise out of their service as substitute or temporary
21 employees.
22

23 **Section 3.8. Other Terms and Conditions.**

24 The following provisions of this Agreement shall apply to substitute and temporary employees:

- 25 ○ Section 5.1 Right to Join and Assist Association
- 26 ○ Section 5.2 Matters of Personal Concern
- 27 ○ Section 7.3 Dues Deduction
- 28 ○ Section 8.6 Meal Periods
- 29 ○ Section 8.7 Rest Periods
- 30 ○ Section 8.8 Overtime
- 31 ○ Section 15.5 Industrial Insurance
- 32 ○ Section 17.1 No-Strike Pledge
33

34 **Section 3.9. Information Regarding Temporary and Substitute Positions.**

35 On a monthly basis, the District will provide the Association with the following information regarding new
36 temporary and substitute employees:

- 37 ○ Starting date of the employee's eligibility.
- 38 ○ Name, address and phone number of individual hired to fill the position.
39

40
41 **ARTICLE IV**

42
43 **MANAGEMENT RIGHTS**

44
45 **Section 4.1. Authority of Management Officials.**

46 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested
47 in management officials of the District.
48

1 **Section 4.2. Exclusive Functions of Management.**

2 Except to the extent specifically abridged by the express terms of this Agreement, the Association
3 recognizes the right of the District to hire, transfer, assign and retain employees and to maintain the
4 discipline and efficiency of its employees; the right to lay off, or otherwise relieve employees from duty
5 because of lack of work for them to do or for other legitimate reasons; the right to establish, change, and
6 direct the methods and processes of doing work and to introduce new and improved work methods or
7 equipment; the right to determine the starting and quitting times and the number of hours to be worked; and
8 the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct
9 of its business, and to require their observance. The exercise of the District's rights stated herein is an
10 exclusive function of management.
11

12 **Section 4.3. Reserved Rights of the District.**

13 The District reserves the right to employ paraeducators and paraeducator/specialists for the number of
14 hours, days, and weeks which it determines to be appropriate. When changes are made, the District, where
15 practical and barring unforeseen or extenuating circumstances, will provide advance notice of at least five
16 (5) workdays to affected employees.
17

18 **Section 4.4. Nondiscrimination and Harassment.**

19 The District and the Association are committed to equal employment opportunity and providing a work
20 environment free of unlawful harassment. Employees are encouraged to use the processes set forth in the
21 Board Policies to report such issues. See Board Policy 5010 - Nondiscrimination. 5160 - Sexual
22 Harassment. 5161 - Civility in the Workplace.
23
24
25

26 **ARTICLE V**

27 **RIGHTS OF EMPLOYEES**

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29
30 **Section 5.1. Right to Join and Assist the Association.**

31 It is agreed that the employees shall have and shall be protected in the exercise of the right, freely and
32 without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to
33 assist the Association shall be recognized as extending to participation in the management of the
34 Association, including presentation of the views of the Association to the Board of Directors of the District
35 or any other governmental body, group, or individual. The District shall neither encourage nor discourage
36 membership in any employee organization.
37

38 **Section 5.2. Matters of Personal Concern.**

39 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
40 Association representatives and/or appropriate officials of the District.
41

42 **Section 5.3. Personnel Files.**

43 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District
44 Administration Office. Each employee shall have the right, upon request, to review the contents of their
45 official personnel file during normal District business hours. The review shall be made in the presence of
46 the administrator or their designee responsible for the safekeeping of these files.
47
48

1 **Section 5.3.1.**

2 Upon request, one (1) copy of any document contained in the employee's official personnel file shall
3 be afforded the employee at employee's expense.
4

5 **Section 5.3.2.**

6 A copy of formal District generated written material addressed to the employee concerning discipline
7 or the final annual evaluation will be furnished to the employee prior to or at the time it is to be placed
8 in the employee's official personnel file.
9

10 **Section 5.3.3.**

11 An employee, upon request, may have a short, concise statement of their own written position attached
12 to any derogatory item placed in their official personnel file.
13

14 **Section 5.3.4.**

15 Nothing in this Agreement shall be interpreted to limit the District's right to keep such records,
16 including administrator working files as it deems necessary to meet the District's responsibilities as an
17 employer. Materials in a building administrator's working file regarding an employee's job
18 performance or personal conduct shall become null and void after twelve (12) months if not
19 transferred to the central personnel file or maintained as support for documentation already transferred
20 to the central personnel file.
21

22 **Section 5.3.5. Personnel File Item Removal.**

23 Employees have the right to attach comments to disciplinary notices which are placed in their
24 personnel files. Upon written request of the employee to the Executive Director of Human Resources,
25 written warnings and reprimands which are more than three (3) years old shall be removed from the
26 employee's personnel file, unless the material refers to behavior of a serious nature which could
27 include but not be limited to inappropriate behavior with students, criminal acts and sexual
28 harassment, provided there are no other disciplinary notices in their file.
29

30 **Section 5.4. Employee Personal Belongings, Security and Access.**

31 Employees shall be provided a secured place that locks at their worksite for personal belongings (purses,
32 coats, etc.), and identified places to store materials necessary to work with students (materials personal to
33 the student and school materials). This secured place will be within reasonable proximity to the employee's
34 workstation. Access includes keys or codes, as necessary, to access that secured place and their regular
35 workspaces, restrooms, and other employee spaces during their regular working hours.
36

37 **Section 5.4.1. Personal Property Protection.**

38 The District shall provide personal property protection to the extent of one thousand dollars (\$1,000)
39 per employee for each claim. This protection will apply when damage occurs to an employee's
40 property when in the performance of their duties and not due to the employee's negligence or
41 misconduct. Reimbursement request forms are accessible at the following link: <https://bit.ly/40CCz5Q>
42

43 **Section 5.5. Email Use.**

44 Employees will be provided with opportunities and access to email and other communication resources.
45 Checking work email is a work duty to be done on work time at least one (1) time each day and employees
46 will be provided time within an employee's scheduled workday. Should an employee have concerns
47 regarding this section, they may request the building administrator's assistance in scheduling this time.
48

1 **Section 5.6. Room Pack-Up.**

2 When classroom moves are being implemented, the District expects that employees collaborate as a
3 classroom team to pack classroom materials and supplies.
4

5 **Section 5.7. New Class Curriculum.**

6 Following the adoption of a new curriculum by the District and upon a request by the Association, the
7 District and the Association shall meet and confer on material and training needs of employees related to the
8 curriculum adoption.
9

10 **Section 5.8. Applicability of Public Disclosure Laws.**

11 Nothing in this Agreement precludes the District from providing documents in accordance with public
12 disclosure laws. The District will provide all required employee notices prior to disclosure as provided by
13 Washington State law. Employees shall have four (4) business days to notify the District if they plan to file
14 an injunction blocking the request. If no notice is given or if the employee declines, the District may provide
15 the disclosure after ten (10) calendar days.
16

17 **Section 5.8.1. Exemptions of Public Disclosure.**

18 Any employee's name and/or other personally identifying information, in accordance with HB1533,
19 may be exempt from public disclosure law if the employee or a dependent of the employee is a
20 survivor of domestic violence, sexual assault, stalking, abuse or harassment as defined by state law,
21 or there is a reasonable basis to believe the employee or a dependent of the employee is at risk of
22 domestic violence, sexual assault, stalking, abuse or harassment. The employee must submit or
23 renew to the District a sworn statement every two (2) years, verified by the District, and in
24 accordance with the requirements outlined in state law, or provide proof of the employee's
25 participation in an address confidentiality program under RCW 40.24.
26
27
28

29 **ARTICLE VI**

30 **RIGHTS OF THE ASSOCIATION**

31 **Section 6.1. Rights and Responsibilities.**

32 The Association has the right and responsibility to represent the interests of all employees in the bargaining
33 unit; to present their views to the District on matters of concern, either orally or in writing; and to enter
34 collective negotiations with the object of reaching an agreement applicable to all employees within the
35 bargaining unit.
36
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38

39 **Section 6.2. Bargaining Unit Information.**

40 On a consistent monthly basis, employee notices with all new and terminated employees, a point-in-time
41 leave report and in-District changes will be provided to the President and Vice President of the Association
42 and/or Association designee. In November, February, and May of each year, alpha rosters with the name,
43 employee ID number, address, date of hire, job classification(s), hours per day, rate of pay, dues paid, home
44 phone and home email (if provided by the employee), FTE status, work location and will be provided by
45 email to the President and Vice President of the Association; and to the State Association at
46 membership@pseofwa.org, in an editable digital file format.
47
48

1 **Section 6.2.1.**

2 The District and the Association will work through labor management to provide additional
3 information requested by the Association.
4

5 **Section 6.3. Access to New Employees of the Bargaining Unit.**

6 The District will provide the Association/EAP membership officer and/or designee reasonable access to
7 new employees of the bargaining unit for the purposes of presenting information about the Association to
8 the new employee. "Reasonable access" for the purposes of this section means to the new employee occurs
9 within ninety (90) days of the employee's start date within the bargaining unit; the access is for no less than
10 thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's
11 regular worksite, or at a location mutually agreed to by the District and the Association.
12

13 The District shall provide the President and Vice President of the Association and/or Association designee a
14 list of each new hire(s) attending new employee orientation. The Association shall designate to the District
15 who the Association representative(s) are. The District shall designate on a regular basis, typically one (1)
16 day a month when all new hires shall be notified to attend new employee orientation. Should a new hire be
17 unable to attend, they shall be provided with an opportunity to attend the following month. Nothing in this
18 section prevents the Association from contacting members outside of the orientation.
19

20 **Section 6.4. Delegation.**

21 The Association reserves and retains the right to delegate any right or duty contained herein, within the
22 scope of statute, to appropriate officials of the Public School Employees of Washington State organization.
23

24 **Section 6.5. Labor Management Meetings.**

25 Representatives of the Association and District shall meet and confer at least monthly throughout the school
26 year to consider issues of concern which may be raised by either party. The District shall make reasonable
27 efforts to solicit input from the Association's professional development chair in planning professional
28 development for employees in this bargaining unit. The current job descriptions will be reviewed by the
29 Association and Human Resources as necessary, at Labor Management meetings.
30

31 **Section 6.5.1. Calendar Input.**

32 The District and the Association will meet on an annual basis to solicit input on the school year
33 calendar. Annually before February 1 the District will place on the agenda of the Association's
34 Presidents Council (regular meetings between Association and Chapter Presidents and the
35 Superintendent) requests for input on the school year calendar for the following year. When
36 possible, the work year calendars for Paraeducators will be finalized by the last day of the school
37 year. Such work year calendars will be discussed in labor management in the spring of each year.
38

39 **Section 6.6. Right to Use Equipment and Facilities.**

40 The Association shall have the right to use the District's equipment, machines, and other technology for
41 Association business during an employee's non-work hours. The Association agrees to provide all its
42 own consumable supplies and/or reimburse the District for reasonable costs of operating such equipment if
43 such use is more than de minimis.
44

45 The Association and its representatives may use District buildings for meetings and to transact Association
46 business during non-working hours, or occasionally during working hours with the permission of the
47 employees' supervisor. The Association's representatives shall reserve rooms using the appropriate District
48

channels. The Association will be allowed to post notices of activities and matters of Association concern on a bulletin board to be provided in each building in the District.

The Association will be allowed to use in-District mail service and employee mailboxes for the dissemination of announcements and information to the employees of the District. Association correspondence shall include the Association official title and indicate the Association representative issuing the correspondence. A copy of materials distributed generally to all members in the District or all members at a building pursuant to this provision will be provided to the Superintendent or his/her designee, and the principal of the building where such materials are distributed. An Association official shall be responsible for placing such notices in the mailboxes.

The Association acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and that Association use of this equipment and facilities does not create an expectation of privacy for their use. No Association use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District. Association members shall not use the public resources identified in this section for personal purposes (matters which do not relate to official Association or District business). The Association agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's insurance provider or by legal authorities.

Section 6.7. Association Leave.

At the discretion of the District, when leave would not seriously impair educational services to students, and upon request of the Association with reasonable advance notice, the District may release the Association President or President's designee for a specified period of time to assist the Association in achieving harmonious labor relations and a cooperative effort between bargaining unit members and school District management. The Association shall reimburse the District the total cost of the employee's salary and benefits or substitute upon receipt of a billing from the District. Members will enter their absence into the absence reporting system when the absence is approved by the District.

Section 6.7.1. Association Leave for PSE State Leadership.

Consistent with the same principles and practices, above, any bargaining unit member who holds a state elected position in the Association shall be permitted to utilize intermittent release time when such time is paid in full by the Association.

Section 6.8. School Board Meeting Materials.

Information regarding publicly available materials for Board meetings are posted on the District website, the Friday before the meeting. The Association may make a request for information to the District for any other relevant information related to administration of the Agreement.

Section 6.9. Contracting of Paraeducator Work.

The District will not reduce the hours of any Paraeducator positions for the purpose of assigning those hours to volunteers, student workers, private programs, or interns. The District will not hire an outside contractor without first posting the position and notifying the Association of intent to hire an outside contractor. EAP positions filled by a contractor will remain posted until filled by a regular employee.

1 **Section 6.10. Building Interview Team Inclusion.**

2 The District will notify a building / site rep of all scheduled interviews for Paraeducators taking place in
3 that building or on that site. Information will include date, time, location, and job category of the
4 interview. All reasonable attempts will be made to invite an EAP employee to participate in the interview
5 processes for bargaining unit positions in the building. Employees participating on interview teams outside
6 their normal work hours shall be compensated at their regular rate.

7
8 **Section 6.11. Privileged Communication.**

9 It is the fiduciary duty of the Association to act on behalf of the employees it represents pertaining to
10 privileged communication regarding employment relations with the employer, this includes all personnel
11 matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and
12 collective bargaining. The employer will follow all applicable laws relating to privileged communication
13 and disclosure.

14
15
16
17 **ARTICLE VII**

18
19 **ASSOCIATION MEMBERSHIP SECURITY**

20
21 **Section 7.1. Association (Public School Employees of WA/SEIU Local 1948) Membership.**

22 The District and the Association (Public School Employees of WA/SEIU Local 1948) understand that at the
23 center of our labor management relationship is the shared interest in providing the best services to the
24 public. Therefore, it is the expectation of both the Association and the District, that the District
25 representatives shall remain neutral on the issue of Association membership and respect all employees'
26 decisions to join and maintain membership in their exclusive professional advocacy organization, Public
27 School Employees of WA/SEIU Local 1948, pursuant to RCW 41.56.140. All bargaining unit employees
28 shall have the option of joining and maintaining membership in the Association upon employment with the
29 District in the bargaining unit.

30
31 **Section 7.2. Membership Authorizations and Revocations.**

32 An employee's written, electronic, or recorded voice authorization to have the employer deduct membership
33 dues from the employee's salary must be made by the employee to the Association. If the employer receives
34 a request for authorization of deductions, the employer shall, as soon as practicable, forward the request to
35 the Association.

36
37 The employee's authorization remains in effect until expressly revoked by the employee in accordance with
38 the terms and conditions of the authorization. An employee's request to revoke authorization for payroll
39 deductions must be in writing and submitted by the employee to the Association in accordance with the
40 terms and conditions of the authorization. Revocations will not be accepted by the employer if the
41 authorization is not obtained by the employee from the Association. After the employer receives
42 confirmation from the exclusive bargaining representative that the employee has revoked authorization for
43 deductions, the employer shall end the deduction effective on the first payroll after receipt of the
44 confirmation. The employer shall rely on information provided by the exclusive bargaining representative
45 regarding the authorization and revocation of deductions.

1 **Section 7.3. Dues Deductions.**

2 The District shall deduct local and state Association dues on all gross wages for all employment performed
3 under the terms of the Collective Bargaining Agreement of any employee who authorizes such deductions
4 in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted via electronic
5 payment method as directed by the Association President and/or the State Treasurer of the Association (as
6 applicable), on a monthly basis and provide a copy of the remittance list to the Association President.
7

8 **Section 7.4. Political Action Committee Contribution Deductions.**

9 When the Association submits a form that conforms to legal requirements, the District (Employer) agrees to
10 deduct and to transmit to the Association a specified amount from each employee's pay the amount of
11 contribution the employee voluntarily chooses for deduction for political purposes upon receipt of a written
12 authorization on the voluntarily executed COPE (Committee on Political Empowerment) payroll
13 authorization form. The Association agrees to indemnify the District for any penalties, fines, sanctions, or
14 payments (including payments to employees for wrongfully withheld wages), attributable to withholdings
15 pursuant to authorization deductions that have been submitted on the Association's voluntary COPE
16 contribution forms.
17

18 **Section 7.5. Hold Harmless.**

19 The Association will indemnify, defend, and hold the District harmless against any claims made, and any
20 suit instituted against the District on account of any use of District courier service, check off of Association
21 dues or other applications of this Article.
22

23 **Section 7.6. Agency Fee Restoration Contingency.**

24 In the event there is a change in law or holding by a court of competent jurisdiction that allow for the
25 withholding of dues or equivalent fee as a condition of employment, the Association and the District agree
26 to bargain the effect of any such decision upon request.
27
28
29

30 **ARTICLE VIII**

31 **WORKING CONDITIONS**

32
33
34 **Section 8.1. Work Year Calendar.**

35 The District shall bargain with the Association regarding employees' work calendars prior to adoption. For
36 any school year in which the parties have yet to agree upon a calendar for the following school year, the
37 Association and the District will meet prior to April 1 for the purpose of agreeing upon a calendar for that
38 school year. If agreement is not reached by June 1, the District may establish a calendar setting forth the
39 work year, which shall include the following:
40

- 41 A. A work year consistent with the number of work and instructional days in the previous year.
42 and
43 B. Holidays/breaks as set forth in the current year's calendar.
44

45 The District agrees to reopen the contract to negotiate the work year calendar if the District adds or
46 subtracts days to the current student instructional days on the school calendar.
47
48

1 **Section 8.1.2. Comprehensive High School Library Paraeducator Work Year.**

2 Effective beginning the 2025-2026 school year, the work year for Library Paraeducators assigned to
3 a comprehensive high school shall include ten (10) additional days beyond the regular Instructional
4 Paraeducator work year. By default, five (5) days will be scheduled at the beginning of the work
5 year and five (5) days will be scheduled at the end of the work year. Annual scheduling for these
6 days is intended to be flexible to accommodate beginning and end-of-year workload fluctuations.
7 Changes to the default work year will be determined by the appropriate building administrator in
8 consultation with the impacted employee.
9

10 **Section 8.2. Hours of Work.**

11 Consistent with Federal and State regulations, the District, for payroll purposes, shall establish a seven (7)
12 day week, commencing at 12:00 a.m. on the first (1st) day to 12:00 a.m. on the seventh (7th) day.
13

14 **Section 8.3. Workweek and Workday.**

15 A standard full-time workweek shall consist of five (5) days of work at seven and one half (7½) hours per
16 day, exclusive of an unpaid thirty (30) minute duty-free meal period per day. All time worked in excess of
17 an employee's regularly scheduled hours shall be recorded by the employee on a District time sheet. All
18 time in excess of an employee's regularly scheduled hours must be authorized by a building or program
19 administrator.
20

21 **Section 8.3.1. Preparation Time.**

22 Paraeducators shall be provided with adequate preparation time to perform their required duties.
23 The parties recognize that the primary purpose for the time is for individual employee's preparation
24 for his/her basic assignment. An employee who finds that they do not have adequate time on a
25 regular basis to prepare should consult with the building administrator to resolve the concern.
26

27 **Section 8.3.1.1.**

28 When building Paraeducator schedules, administrators will facilitate time for Paraeducator
29 preparation and collaboration with both classification and certificated colleagues.
30

31 **Section 8.3.1.2. Monthly Collaboration with Building Administrators.**

32 A monthly meeting between the EAP designated building representative and a designated
33 building administrator will be scheduled to collaborate on issues to find resolution at the
34 lowest level, review contract language, and identify best practices to support the
35 paraeducators of that building.
36

37 **Section 8.3.1.3. Non-Disciplinary Meeting Topics.**

38 When scheduling a one-to-one (1:1) meeting that is not disciplinary in nature, administrators
39 will notify employees of all topics to be addressed.
40

41 **Section 8.3.2. Learning Improvement Time Expectations.**

42 On Learning Improvement Fridays, administrators will engage with collegial teams on matters
43 related to the continuous improvement of instruction, school programs, professional growth, student
44 learning opportunities and best instructional practices. Larger staff meetings might be needed to
45 facilitate this work.
46
47
48

1 **Section 8.3.3. Professional Collaboration Time.**

2 The District shall afford opportunities throughout the school year, on early-release and/or non-
3 student days for professional activities. Such activities may include collaboration between
4 employees, training in work-related issues, instruction, and any other educational activity deemed
5 beneficial to the employee and the District. Employees attending such sessions outside their normal
6 work schedule must have prior supervisor approval and will be compensated for the extra time,
7 which may include, with supervisor approval, flex time within their workweek. Employees and
8 administrators shall collaborate to include a regular time within the workday, workweek, or work
9 year schedule for employees to consult with teachers, colleagues, or administrators to improve the
10 services offered by the employees, and to complete work duties in addition to work with students.
11

12 **Section 8.3.3.1. Additional Task Requests.**

13 Employees shall be paid for all hours worked. Employees asked by a supervisor to perform
14 work outside of their regularly scheduled hours will be compensated for these hours.
15

16 **Section 8.3.3.2. Special Services Overload Collaboration Time.**

17 When a new paraeducator is assigned to a classroom in overload, the new employee shall be
18 paid up to one (1) hour of pay to train and plan with the certificated staff for additional time
19 spent outside the employee's workday.
20

21 **Section 8.3.4. Leadership Team.**

22 One (1) paraeducator per building will be afforded representation on each building's leadership
23 team. Employees will be nominated by their respective departments, grade levels or by themselves
24 and will be selected by the school's administration to serve on their school's Leadership Team.
25 Employees will be compensated at their regular hourly rate of pay for attendance at the Leadership
26 Team meetings or, with supervisor approval, flex their hours within the workweek to attend the
27 meetings.
28

29 **Section 8.3.5. Notice of Reasonable Assurance.**

30 Employees will receive notice of reasonable assurance prior to the end of the school year. In
31 addition, the employee's supervisor will provide the employee with the anticipated work assignment
32 for the following school year. Employees will be provided reasonable notice of any subsequent
33 change in the work assignment.
34

35 **Section 8.3.6. Assignment of Paraeducators and Paraeducator/Specialists.**

36 Paraeducators and paraeducator/specialists are employees of the District and will be assigned to a
37 building or program administrator and will be directly accountable to that administrator. They may
38 be assigned to assist other personnel at the discretion of the administrator.
39

40 **Section 8.3.6.1. Higher Classification Pay Differential.**

41 Employees requested to work a shift of four (4) hours or more in a higher paid position shall
42 receive compensation equal to the first step in the higher paid position that results in an
43 increase in pay. Such time shall be recorded on a time sheet.
44

45 **Section 8.3.6.1.1. Exception.**

46 There shall be an exception to the four (4) hour requirement for employees requested
47 for substitute coverage in Achieve and Life Skills classrooms.
48

Section 8.3.6.2. Pay Differential for EAP Substituting for Agency Positions.

Employees requested to substitute one (1) hour or more in a Behavior-Technician position currently assigned to a contracted agency employee (non-EAP bargaining unit) shall receive compensation equal to the first step in the EAP Behavior Support position that results in an increase in pay of at least one dollar (\$1.00). Such time shall be recorded on a timesheet.

Section 8.3.7. Split Shifts.

The District will avoid split shifts in the assignment of employee hours in a single position.

Section 8.3.8. Transitions.

Reasonable time shall be provided in the employee's workday to move from one assignment to the next. In the event an employee is not allotted such time, they may request the building administrator's assistance in scheduling this time. Employees are expected to be at their assigned workstation ready to work at the time their particular shift or assignment is designated to start, as communicated by their administrator.

Section 8.3.9. District / Building Committees.

One (1) paraeducator per building will be afforded representation on each building PBIS, Safety, and Equity Committees. Employees who are requested by the District to serve on District/Building Committees shall be compensated at the appropriate level of pay when doing so is outside the employee's regular work hours. Only time spent in committee attendance shall be documented on a timesheet and submitted for approval and pay.

Section 8.3.10. Health Room Assistants.

Health Room Assistants shall be informed of any medical condition that would impact the Health Room while a student is in the HRA's care. The HRA shall also have access to student health records in the appropriate student information systems to accomplish the necessary tasks of the work. HRAs shall be assured access to a computer and training necessary to view and enter data regarding student health issues.

The District will work to the best of its ability to ensure on a daily schedule when the HRA is at lunch or on break from the Health Room. Except in emergent situations, available (not currently on assignment) HRA trained employees from the Paraeducator classification within the building shall be prioritized for Health Room coverage.

An additional day, at the discretion of the building principal, may be provided up to six (6) hours per day prior to the start of the instructional school year for the purpose of setting up the health room, training, and preparing for the coming school year based on the needs of the school. All days provided in this section will be timesheeted.

Section 8.3.11. Inclusion in IEP Meetings.

As an integral part of a student's IEP team, employees assigned to work directly with a student on an Individual Education Plan (IEP) may be invited by the building budget authority to attend IEP meetings and shall be compensated at the appropriate level of pay when doing so is outside the employee's regular work hours.

1 **Section 8.4. Classified Supervision of Students.**

2 In accordance with RCW 28A.405.465, employees may be asked to supervise students in non-instructional
3 activities, and to supervise students in instructional activities, but only under the supervision of a
4 certificated employee. This includes situations where the employee's regular certificated supervisor is
5 absent. This section shall not apply to the ECEAP Instructor position.
6

7 **Section 8.4.1. Classified Non-Instructional Supervision of Students.**

8 Building/worksites will have a plan of communication and response, developed by the
9 supervisor and shared with paraeducators, shared in advance of the supervision activity.
10

11 **Section 8.5. Support of Paraeducator Student Discipline Efforts.**

12 To assist paraeducators in the exercise of their student disciplinary efforts, the District shall:
13

- 14 1. Ensure that the building administrator and all Paraeducators in a school building confer at least
15 annually prior to October 31 or within thirty (30) days of hire in order to review written building and
16 District disciplinary standards and the consistent and effective enforcement of those standards. This
17 meeting shall be used to communicate and update all Paraeducators regarding applicable federal,
18 state and local laws and District rules, regulations, procedures, and contractual rights pertaining to
19 student and employee rights in responding to student behavior.
- 20 2. Recognize and support a Paraeducator's use of such reasonable physical restraint as is necessary and
21 lawful to protect themselves, a fellow employee or administrator, or a student from attack, physical
22 abuse or injury. A student who has been removed by administration for threatening, attacking,
23 physically abusing or injuring a Paraeducator shall not be returned to the class or activity period
24 without the consent of the Paraeducator or until the administrator and the paraeducator have
25 conferred, whichever occurs first.
26

27 **Section 8.6. Meal Periods.**

28 Employees working over five (5) hours per day shall be allowed a meal period of at least thirty (30) minutes
29 on the employee's time; provided, a given meal period shall not be on the employee's time when the
30 employee is required by the Employer to remain on duty on the premises or at a prescribed work site in the
31 interest of the Employer; provided, further, employees required to work through their regular meal period
32 will be given a meal period or equivalent time off at a later time or in the event the District requires an
33 employee to forego a meal period and requires the employee to work the entire shift including the meal
34 period, the employee shall be compensated for the foregone meal period at the employee's regular hourly
35 rate.
36

37 **Section 8.7. Rest Periods.**

38 Employees shall be allowed a duty-free rest period of not less than ten (10) minutes, on the Employer's
39 time, for each four (4) hours of continuous working time. Scheduling the rest period into the employee's
40 workday is not required where the nature of the work allows employees to take intermittent rest periods
41 equal to ten (10) minutes for each four (4) hours worked. However, upon employee request, a rest period of
42 ten (10) consecutive minutes shall be scheduled into the employee's workday. For scheduling purposes, no
43 employee shall be required to work more than three (3) continuous hours without a rest break and will not
44 be required to supervise students during rest break periods. Employees with concerns regarding their break
45 schedule shall bring the concern forward to the building administrator for resolution.
46
47
48

1 **Section 8.8. Overtime.**

2 All authorized hours worked over forty (40) per week shall be paid at the rate of one and one half (1½)
3 times the employee's base pay. Employees may not work overtime without prior administrator approval.
4

5 **Section 8.9. Compensatory Time.**

6 If the District and the employee agree, the employee may receive compensatory time in place of monetary
7 compensation for overtime work at the rate of one and one-half (1½) times each overtime hour worked.
8 Employees and administrators will assure that compensatory time is tracked for accrual and use. The
9 District, at its discretion, may establish limits:

- 10
11 (1) on the amount of compensatory time which may be accrued,
12 (2) when and how it may be used, and
13 (3) under what circumstances it would have to be cashed out.
14

15 If an employee and their administrator agree that an employee may flex their work time during a given
16 week, the employee may work fewer hours on one day and an equal amount of time extra on another, so
17 long as the flex time is accrued and taken within one (1) week (Sunday to Saturday).
18

19 **Section 8.9.1. Compensatory Time Not at Overtime Rates.**

20 Employees may also accrue compensatory time for authorized extra hours worked that are not over
21 forty (40) for the week at the rate of one (1) hour compensatory time for each hour worked.
22

23 **Section 8.10. Communication.**

24 Employees are provided access to, and time to access, District provided email. Employees are expected to
25 respond to emails and scheduling notices during the employee's regular workday and workweek (when the
26 employee is assigned to work).
27

28 **Section 8.11. Sharing Student Information.**

29 An employee assigned to work directly with a student on an Individual Education Plan (IEP) shall receive
30 or have access to a copy of the IEP and/or accommodations prior to or within forty-eight (48) hours of the
31 student's assignment. When information is known, students who have exhibited or have a history of violent
32 or threatening behavior will be promptly identified to staff. To assist in avoiding injury to staff and
33 students, sufficient confidential information will be shared with employees in accordance with the rules and
34 regulations of the Family Educational Rights and Privacy Act (FERPA) as now or hereafter amended.
35

36 **Section 8.12. Sensitive and Confidential Student Information.**

37 Employees may regularly receive or gain access to sensitive or confidential educational and medical records
38 and information through the regular performance of their duties. Employees will not unnecessarily or
39 unreasonably share, distribute, or access student information which, if disclosed, would harm the privacy
40 and dignity of students, their families, or the effective operation of the learning environment. Employee
41 concerns about whether sharing particular sensitive or confidential information is appropriate should be
42 directed to their administrator.
43

44 This section is not intended to and does not limit employee communications in the regular course of their
45 duties. (See *Board Policy for all employees 32 35P & 3600P*)
46
47
48

ARTICLE IX
EMPLOYEE SAFETY

Section 9.1. Employee Safety.

The District shall continue to minimize the risk of injury to employees from students who engage in potentially dangerous behaviors by:

- (1) sharing all relevant information with employees regarding these students to the full extent permitted by law
- (2) encouraging employees to file incident and exposure reports when students engage in dangerous behaviors that lead to injuries or exposure to bodily fluids
- (3) providing timely training to employees serving students who engage in potentially dangerous behaviors and
- (4) encourage the timely development of appropriate intervention plans and strategies based on an analysis of a student's behavior.

"Relevant information" includes any information necessary for the employee to provide effective services to the student, as well as information necessary for the employee to maintain the safety of themselves, other employees or other students. Employees shall not be required to perform tasks which have an unreasonable foreseeable risk of injury. The District shall provide effective communication devices, other equipment or procedures when necessary to minimize unreasonable foreseeable risk of injury to employees.

Section 9.2. Safety Trainings for Behavior Management.

The District shall provide regular training in areas of safety, de-escalation, positive behavior interventions, appropriate safety physical intervention and other related topics to employees. The District shall provide required training in these areas to Paraeducators who are assigned to Special Services special programs or one-on-one (1:1) positions at all levels. This training is a requirement of any such position, and paraeducators newly assigned to such positions shall be required to attend the first available training. Other paraeducators who believe that they need safety training may make a request to their administrator.

If the training is required for the specific position or assignment, the District will notify the employee at the time of placement in the position and will provide the training as soon as reasonable possible, but not later than six (6) weeks following being placed into their assignment. The District will prioritize the training necessary to protect students and staff in a timely way to assure that staff can appropriately meet the needs of students and be safe in the assignment. Introductory training, which may include online, will be available within ten (10) workdays.

Section 9.3. Security / Video Cameras.

Security/video cameras may be used in the workplace to maintain the health, safety and security of staff, students, the community, and property, but not for the purposes of evaluating or monitoring employee performance. If security/video camera recordings are used in the discipline of an employee, the employee and representation may review the recording(s) upon request to the District. The District will not engage in gratuitous viewing of video recordings. Video and audio recordings shall be used only in accordance with applicable state and federal laws.

1 **Section 9.4. Wearing Apparel and Equipment.**

2 Each employee assigned as a crossing guard or flagger will be provided safety gear as appropriate for the
3 position. Employees who need additional safety gear should bring a request to their building administrator.
4 If standards of gear between buildings are significantly different, the parties will work on a resolution in
5 LMC.
6

7
8
9 **ARTICLE X**

10
11 **PROBATION, SENIORITY, LAYOFF, AND RELOCATION PROCEDURES**

12
13 **Section 10.1. Probationary Period.**

14 Each new paraeducator and paraeducator / specialist shall be subject to a ninety (90) workday probationary
15 period commencing with their first (1st) compensated day of employment in the bargaining unit. During
16 this period, such employees shall be considered on trial subject to termination at any time at the sole
17 discretion of the District. An employee who has successfully completed the probationary period will be
18 placed on regular employee status and be subject to all rights and duties contained in this Agreement.
19

20 **Section 10.2. Seniority.**

21 The seniority of each employee shall be established as of the employee's first compensated day of
22 employment as a regular employee within the bargaining unit for the District including the employee's
23 immediately preceding probationary period. Seniority shall be effective within classification except where
24 otherwise stated in this Agreement.
25

26 **Section 10.3. Loss of Seniority.**

27 An employee's seniority shall be broken so that no prior period of employment shall be counted and their
28 seniority shall cease upon: justifiable discharge; voluntary termination; layoff or leave of absence exceeding
29 eighteen (18) months; or failure of an employee to return to work upon recall from layoff.
30

31 **Section 10.4. Longevity from Other Districts.**

32 Paraeducators and paraeducator/specialists shall retain longevity earned for service in similar occupational
33 status from other school districts within the state to the extent required by law. Paraeducators and
34 paraeducator/specialists shall be given credit on the salary schedule for service in similar occupational
35 status regardless of the state or employer. It is the responsibility of the employee to provide the Human
36 Resources Department with written verification of such service to obtain longevity credit. *Note:* Longevity
37 is not seniority.
38

39 **Section 10.5. Position Openings.**

40 Paraeducator and paraeducator/specialist position openings that are not otherwise filled temporarily will be
41 announced for a minimum five (5) workdays prior to filling such openings; except when such openings are
42 to be filled by employees on the employment list as set forth in Article X, Section 10.8. The District will
43 make every effort to fill the position within twenty-five (25) workdays. These postings will identify the
44 location and general duties of the position. Employees interested in open positions will notify the Human
45 Resources Department in writing by the close of business on the fifth (5th) day. The President of the
46 Association and the building representative will also be sent an announcement of the position opening. All
47 internal applicants will be notified if no longer considered for the opening.
48

1 **Section 10.5.1.**

2 An employee voluntarily accepting a position of at least six and a half (6½) hours per day or greater
3 may not move, without District approval, to another position in the same classification within the
4 same school year of starting the position.
5

6 **Section 10.5.2.**

7 Employees with the greatest seniority shall be given major consideration for open positions for
8 which they are qualified when their ability and performance as well as other relevant factors are
9 substantially greater to those of less senior employees. The District shall be sole judge of the
10 employee's ability and performance, and other relevant factors to be considered; provided such
11 judgment is not exercised in an arbitrary and capricious manner.
12

13 **Section 10.5.3. Open Position Bypass.**

14 Any employee applying for a position opening who is passed over in seniority may request either:
15 (1) a written explanation of the bypass, or (2) a meeting with District personnel to identify and
16 discuss the reasons that they were not selected. The request must be submitted in writing to the
17 Human Resources Department within five (5) workdays after the employee was notified that they
18 were not selected. The written explanation or meeting with District personnel shall be provided
19 within five (5) workdays of the request.
20

21 **Section 10.6. Regular Employee Relocations.**

22 **Section 10.6.1. Definitions.**

23 A. Program: The term "program" in this section shall mean Special Services, Early Learning, or
24 Multilingual Learner (ML)

25 B. Transfer: A "transfer" shall mean moving of an employee from one building to another building
26 or from one program to another program. The term "transfer" shall not apply when an
27 employee is assigned to a special education program that changes location and the employee
28 moves with the special education program.
29

- 30
- 31 1. District-Directed Transfer: A "District-directed transfer" shall mean moving an employee
32 from one building or program to another in the event of a change in program, student
33 enrollment, or District building or program staffing needs.
 - 34 2. Voluntary Transfer: A "voluntary transfer" shall mean an employee-requested transfer.
 - 35 3. Administrative Transfer: An "administrative transfer" is a transfer initiated by the District
36 due to an extraordinary and extreme disruption of the school's working environment
37 caused by an employee. The specific and full reasons for such a transfer shall be
38 provided to the employee and Association President prior to the assignment to another
39 school in order to provide an opportunity for discussion and problem-solving before the
40 transfer happens.
41

42 C. Unassigned Employee: An "unassigned employee" shall mean any employee displaced from a
43 particular building or program and any employee volunteering to transfer in response to a
44 surplus at a particular building or program.

45 D. Assignment: An "assignment" shall mean the placement of an employee in a particular building
46 or program.
47
48

- 1 E. Reassignment: A "reassignment" shall mean a change in an employee's assignment within the
2 same building or within the same program.
3 F. Open Position or Opening: An "open position" shall mean any vacant or new position the
4 District intends to fill by transfer or external hire.
5

6 **Section 10.6.1.1. General Procedures for Unassigned Placement.**

- 7 a. The District shall notify the Association when an employee is identified as being
8 unassigned. The District shall consult with the employees in that building/program to
9 determine whether anyone is interested in a transfer as unassigned staff. Though the District
10 shall consider any such interest, the decision as to accepting the employee's voluntary
11 designation as an unassigned staff member belongs to the District.
12 b. If the need for a position to be eliminated occurs during the summer months when school is
13 not in session, volunteers will not be requested. Employees holding a one-to-one (1:1)
14 paraeducator assignment and who become unassigned whose students no longer require
15 assistance will be notified per Section 10.6.3 and reassigned to a vacancy within their
16 program. This section shall not apply in the event of a reduction in force as provided under
17 Section 10.7 through 10.12.
18

19 **Section 10.6.1.2. Voluntary Transfer.**

- 20 a. Employees seeking a voluntary transfer shall apply in response to an internal or external
21 posting for an open position.
22 b. Upon request, an employee shall be provided specific reasons, in writing, why a requested
23 voluntary transfer was denied or why an employee was subject to a district-directed or
24 administrative transfer.
25

26 **Section 10.6.1.3. Criteria for Transfer.**

27 Administrators may consider seniority, employee certifications, trainings, successful experience
28 in similar positions, length of service, and the building or program needs when determining
29 which employee will be moved.
30

31 All transfers will be based on qualifications for the position and shall, except as otherwise
32 provided in this Article, be administered in accordance with Section 10.6. Qualifications
33 include having appropriate certification and may include, as determined by the District, such
34 other criteria as:
35

- 36 a. having appropriate training.
37 b. having prior successful experience in a similar position.
38 c. having the ability to meet program needs.
39 d. seniority.
40

41 Employees on probationary status will not be considered for transfer, unless otherwise agreed to
42 by the District and Association.
43

44 **Section 10.6.2. Voluntary Change in Assignment Within a Building or Program.**

- 45 a. Preferences for a change in assignment within a building are to be submitted to the building
46 principal between March 1 and April 1 of each year for consideration for the following year.
47 b. Preferences for a change in assignment within a program are to be submitted to the program
48 manager between March 1 and April 1 for consideration for the following year.

1
2 **Section 10.6.2.1. General Procedures for Unassigned Placement.**

3 The District shall notify the Association when an employee is identified as being unassigned.
4 The District shall consult with the employees in that building/program to determine whether
5 anyone is interested in a transfer as unassigned staff. Though the District shall consider any
6 such interest, the decision as to accepting the employee's voluntary designation as an
7 unassigned staff member belongs to the District. If the need for a position to be eliminated
8 occurs during the summer months when school is not in session, volunteers will not be
9 requested. Employees holding a one-to-one (1:1) Paraeducator assignment and who become
10 unassigned will be notified per Section 10.6.3 and reassigned to a vacancy within their
11 program. This Section shall not apply in the event of a reduction in force as provided under
12 Section 10.7 through 10.12.
13

14 **Section 10.6.3. Notification of Placement.**

15 An employee subject to administrative transfer, unassigned or reassignment by the District shall be
16 notified in writing within ten (10) days, unless there has been prior approval by the employee,
17 except in unforeseen circumstances. A temporary shift change would require a forty-eight (48) hour
18 notice from the District unless there are emergent situations. The Association will be notified of
19 displacements changes.
20

- 21 a. Unassigned employees shall be informed of any known open positions at the time of their
22 final designation as unassigned. Unassigned employees shall be prioritized for open
23 positions, and the restrictions of Section 10.6 shall not apply to such employees.
24 b. Employees transferred as unassigned staff, who are assigned to their school of
25 preference, shall remain at that school through the following school year.
26 c. The District will make reasonable efforts to ensure that employees will not be
27 involuntarily unassigned and subsequently transferred more than once during the same
28 school year.
29

30 **Section 10.6.4. Reduction in Hours – Priority for New Work.**

31 Employees whose hours are reduced will be given priority within the school year for the assignment
32 of additional hours at their location (up to the number of hours they held before), consistent with
33 their qualifications and the scheduling needs of the school.
34

35 **Section 10.7. Layoff Procedures.**

36 In the event of layoff, employees to be retained for employment shall be determined first within their
37 respective classifications as denoted on Schedule A and second by District-wide seniority. Employees may
38 bump the least senior employee in their own classification and then the least senior employee in a
39 classification with the same or lower pay rate.
40

41 Classifications are listed on Appendix A of this Agreement. If the District determines that a junior employee
42 is substantially more qualified than a senior employee, that junior employee shall be retained.
43

44 Employees selected for layoff will be given at least two (2) weeks written notice from the District's Human
45 Resources office prior to actually being laid off; except in extraordinary cases. The parties agree and
46 understand that seniority is not determined by building or worksite location but rather by the employee's
47 first compensated day of employment in the District as an employee in the bargaining unit.
48

The Association will discuss alternatives to layoff bumping for unique positions and situations where particular employees have skills or abilities matched with particular students or programs.

Section 10.8. Recall from Layoff.

Employees who are laid off shall be placed on an employment list for eighteen (18) months, unless the District is notified by the employee that they no longer want to be considered for future openings. The District shall give major consideration for future job openings to laid off paraeducators and paraeducator / specialists on the employment list, utilizing length of successful service, suitability for specific tasks involved in the openings, and supervisor's recommendations.

Section 10.9. Obligations of Laid-Off Employees.

Employees on layoff status shall file their addresses in writing with the Human Resources Department and shall thereafter promptly advise the District in writing of any change of address. An employee who does not comply with these requirements, or who does not accept an offer of reemployment within five (5) calendar days of receipt, shall be removed from the employment list.

Section 10.10. Alternatives to Layoff.

The Association shall be entitled to advance to the District alternative personnel cost-saving mechanisms in lieu of layoffs, upon notification of planned economic layoffs.

Section 10.11. Program Moves.

The District shall notify the Association and affected employees prior to moving an entire program to a different location. By March 15 of each school year, the District shall notify employees in programs which are known to be moving to another school building the following school year. This shall not prevent program moves occurring which are not known or finalized prior to March 15.

Section 10.12. Reduction in Hours and Benefits Maintenance.

In the event an employee with five (5) or more hours per day in bargaining unit positions is reduced in hours below two and a half (2½) hours per day or the medical benefit eligibility, the employee shall have the option of bumping the least senior employee in the same classification with enough hours to qualify the employee for medical benefits. If the District determines that a junior employee is substantially more qualified than a senior employee, the junior employee shall not be bumped.

ARTICLE XI

EVALUATIONS

Section 11.1. Review of Job Responsibilities.

When an employee is first hired or reassigned on a regular basis to another building and/or program with a new supervisor, the employee's immediate supervisor and/or evaluating supervisor or designee will meet with the employee to review the employee's job responsibilities. Each employee will be notified annually of the name of their evaluator, and will be given an annual opportunity (e.g., individually, in groups or in writing) to address personal and professional growth goals. This will include an opportunity to review roles and responsibilities within the classroom.

1 **Section 11.2. Evaluations.**

2 Employees within the bargaining unit may be evaluated at any time; however, employees who have
3 successfully completed their probationary period shall be formally evaluated at least once each year.
4 Paraeducators or paraeducator/specialists who have completed their probationary period shall be evaluated
5 at least once each school year no later than the end of the first full week of June.
6

7 **Section 11.2.1. Observation of Performance Concerns.**

8 All employees shall be evaluated by their appropriate supervising administrator. In the event there is
9 a concern or problem regarding the employee's performance leading to an unsatisfactory rating in
10 any area, the evaluator shall first confer with the employee regarding the concern or problem prior to
11 the evaluation. Concerns or problems should be addressed promptly when identified to permit time
12 for improvement. The evaluator shall review the evaluation with the employee and shall afford the
13 employee an opportunity to comment on the evaluation before the end of the school year.
14

15 **Section 11.3. Unsatisfactory Evaluations.**

16 If the performance of an employee who has already completed his/her probationary period is rated
17 unsatisfactory, the immediate supervisor shall arrange a conference with the employee. The employee's
18 Association representative may attend said conference and follow-up conferences if so requested by the
19 employee and the employee's immediate supervisor is notified of this in advance. Said conference shall occur
20 within ten (10) workdays of the employee's notification of unsatisfactory performance, but no later than the
21 last day of the employee's annual work calendar, unless mutually agreed otherwise. The immediate
22 supervisor shall discuss and reduce to writing the specific area of concern and the improvement required for
23 a satisfactory evaluation. Employees are not eligible to initiate a transfer until they have achieved a
24 satisfactory evaluation rating. An overall performance evaluation that is rated unsatisfactory and therefore
25 requiring improvement must be followed by a written performance improvement plan in the area(s) noted.
26 The development and implementation of this plan will be a collaboration of the administrator and the
27 employee.
28

29 **Section 11.4. Plans of Improvement.**

30 When the District elects to implement a Plan of Improvement (POI), the employee's administrator will
31 describe job related performance problems to the employee in writing, providing examples and specific
32 descriptions of sub-standard performance. A POI generally should address the following, as applicable:
33

- 34 1. Performance expectations including what or how much is to be done, and the level of performance.
- 35 2. The skills, knowledge and/or practices the employee must acquire and use.
- 36 3. Who will monitor improvement.
- 37 4. A reasonable timeline and a check-in schedule.
- 38 5. The training and/or support that will be provided.
- 39

40 The District may elect to use a POI before or after an evaluation of performance to help employees acquire
41 needed skills. A POI may be developed to provide extra support to achieve the required changes. The POI
42 will be retained in the employee's personnel file. An employee position statement can be attached to the
43 POI.
44

45 **Section 11.5. Violations.**

46 Alleged violations of the evaluation procedures contained in Sections 11.1, 11.2 and 11.3 above shall be
47 subject to the provisions of the grievance procedure contained in this Agreement. However, disagreement
48

over the content of the evaluation and the rating itself is not subject to the grievance procedure contained in this Agreement.

Section 11.6. Response to Evaluations.

An employee may have a short, concise statement of their own written position attached to any evaluation placed in their official personnel file.

ARTICLE XII

DISCIPLINE AND TERMINATION OF EMPLOYEES

Section 12.1. Disciplinary Action.

The District shall have the right to discipline or discharge an employee for just cause. The District is committed to a policy of progressive discipline. Such discipline may include, but not limited to:

- a. Verbal Warning (documented in writing)
- b. Letter of Reprimand
- c. Suspension Without Pay
- d. Termination

Any disciplinary action shall be appropriate to the behavior which precipitates such action. All disciplinary actions taken by the District, to the extent possible, shall be conducted privately so as not to embarrass the employee in front of other employees, students, or the public.

An employee may be temporarily removed from the employee's regular assignment pending an investigation into alleged misconduct. This action shall not be considered disciplinary. The Association will be notified at the time an employee is placed on administrative leave.

Complaints against an employee covered by this Agreement made by parents, students, other non-school personnel, or employees of the District will be brought to an employee's attention in a timely manner. The employee and Association will be provided, in writing, the specific complaint or alleged incident investigated. The employee and Association will be updated in writing if the investigation extends to any new complaint or alleged misconduct. The District will begin the investigation as quickly as possible and engage sufficient investigatory resources to complete investigations in a timely manner.

Letters of Direction are not disciplinary in nature and will not be issued in conjunction with findings of misconduct. The Association shall be sent copies of a Letter of Direction at the time it is issued to the employee.

Section 12.2. Voluntary Termination.

Each employee shall give the District at least two (2) weeks' notice of their intention to terminate employment with the District.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 13.1. Purpose.

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of employee grievances.

Section 13.2. Definition.

- A "Grievant" shall mean an employee having a grievance or in connection with Association rights (Article VI).
- A "Grievance" is a dispute or disagreement involving the interpretation or application of the express terms of this Agreement.
- "Days" as used in this procedure shall mean work days the district offices are open for business.

Section 13.3. Time Limits.

The failure of an aggrieved employee, or the Association, where applicable, to meet the stipulated time limits set forth in Section 13.5, shall cause the grievance to be deemed waived. If the stipulated time limits are not met by the District, the aggrieved employee, or the Association, where applicable, shall have the right to submit the grievance to the next level of the procedure. The time limits set forth in Section 13.5 may be extended by mutual written agreement.

Section 13.4. Rights to Representation.

An aggrieved employee may be represented at any step of the grievance procedure by themselves, or at their option, by an Association representative. If an aggrieved employee chooses not to be represented by the Association, the Association will be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. Any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

Section 13.5. Procedure.

The parties agree that it is desirable for problems to be resolved between an employee and their administrator, and nothing herein shall prevent an employee from taking up a grievance with their administrator, prior to formal filing of said grievance.

Section 13.5.1. Consolidation of Grievances.

In connection with grievances by multiple aggrieved employees dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Step One. For grievances by multiple aggrieved employees dealing with the same issue but different administrators, they shall be consolidated at Step One and/or at Step Two. In connection with multiple grievances by a single aggrieved employee dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Step Two. Association grievances shall be initiated at Step Two or at Step One as determined appropriate by the Association to facilitate the resolution of grievances.

STEP ONE: INFORMAL LEVEL.

Within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known, the aggrieved employee or Association will attempt to resolve the grievance informally by setting an informal

grievance meeting with the administrator and Association representative. The administrator will respond informally within ten (10) days of the employee's presentation. The informal presentation and response at this level may be oral or written.

STEP TWO: FORMAL LEVEL.

If the grievance is not settled at Step One, then the aggrieved employee and/ or the Association may submit the grievance to the Human Resources Department designee within ten (10) days after receipt of the supervisor's response. This written grievance shall include:

- (1) the nature of the grievance; and
- (2) the section(s) of this Agreement that allegedly have been misinterpreted or misapplied; and
- (3) the recommended remedy to the grievance.

The Human Resources Department designee shall inform the aggrieved employee and the Association in writing of the disposition of the grievance within ten (10) days after receipt of the grievance.

STEP THREE: SUPERINTENDENT LEVEL.

If the grievance is not settled at Step Two, and the Association believes the grievance to be valid, then the Association may submit the grievance to the Superintendent or their representative within ten (10) days after receipt of the response from the Human Resources Department designee. The Superintendent's representative shall inform the aggrieved employee and the Association in writing of the disposition of the grievance within ten (10) days after receipt of the grievance.

STEP FOUR: ARBITRATION LEVEL.

If the grievance is not settled at Step Three, then the Association may, within ten (10) days after receipt of the District's Step Three response, submit the grievance to binding arbitration. Such submission shall be by written notice to the Superintendent or their representative.

Section 13.6. Selection of Arbiter – Agreement.

In regard to each case submitted to arbitration, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within fourteen (14) days after submission of the written request for arbitration, the provisions of Section 13.7 shall apply to selection of an arbiter.

Section 13.7. Selection of Arbiter.

In the event an arbiter is not selected pursuant to the provisions of Section 13.6, the parties shall jointly request the American Arbitration Association ("AAA") or to the Washington State Public Employment Relations Commission ("PERC") to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When the panel of seven (7) arbiters is received, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

Section 13.8. Arbitration – Rules of Procedure.

Arbitration proceedings shall be in accordance with the following guidelines:

- 1 A. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbiter shall
2 have the power to require the retirement of any witness or witnesses during the testimony of
3 other witnesses. It shall be discretionary with the arbiter to determine the propriety of the
4 attendance of any other persons.
5
- 6 B. The arbiter, for good cause shown, may adjourn the hearing upon the request of a party or upon
7 their own initiative and shall adjourn when all the parties agree thereto.
8
- 9 C. A hearing shall be opened by the filing of the oath of the arbiter and by the recording of the
10 place, time and date of hearing, the presence of the arbiter and parties, and counsel, if any.
11
- 12 1. Exhibits, when offered by either party, may be received in evidence by the arbiter.
13 The names and addresses of all witnesses and exhibits in order received shall be
14 made a part of the record.
15
- 16 2. The arbiter may, in their discretion, vary the normal procedure under which the
17 initiating party first presents his/her claim, but in any case, shall afford full and equal
18 opportunity to all parties for presentation of relevant proofs.
19
- 20 D. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be
21 empowered to request such data as the arbiter deems pertinent to the grievance and shall render a
22 decision in writing to both parties within thirty (30) days of the closing of the hearing, or if oral
23 hearings have been waived, then from the date of transmitting the final statements and proofs to
24 the arbiter. Neither party shall be permitted to assert in the arbitration proceedings any evidence
25 which would change the issues submitted at Step One. The arbiter may subpoena witnesses and
26 documents upon their own initiative or upon the request of either party. The arbiter shall be the
27 judge of the relevancy and materiality of the evidence offered and conformity to legal rules of
28 evidence shall not be necessary.
29
- 30 E. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for
31 arbitration which decision shall be final and binding on both parties.
32
- 33 F. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse
34 to receive any information after the hearing except when there is mutual agreement in the
35 presence of both parties.
36
- 37 G. Each party to the proceedings may call such witnesses as may be necessary in the order in
38 which their testimony is to be heard. Such testimony shall be limited to the matters set forth in
39 the written statement of grievance. The arguments of the parties may be supported by oral
40 comment and rebuttal. Either or both parties may submit written briefs within a time period
41 mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined
42 to and directed at the matters set forth in the grievance.
43
- 44 H. The arbiter may receive and consider the evidence of witnesses by affidavit but shall give it
45 only such weight as they deem proper after consideration of any objections made to its
46 admission.
47
48

- I. The arbiter shall inquire, of all parties, whether they have any further proof to offer or witnesses to be heard. Upon receiving negative replies, the arbiter shall declare the hearings closed and a note thereof shall be recorded. If briefs or other documents are to be filed, the hearing shall be declared closed as of the final date set by the arbiter for filing such brief or documents. The time limit within which the arbiter is required to make their award shall commence to run, in the absence of other agreement by the parties, upon the closing of the hearing.
- J. The parties may provide, by written agreement, for the waiver of oral hearings.
- K. There shall be no communication between the parties and a neutral arbiter other than at oral hearings, except with the express consent of the other party.
- L. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- M. The costs for the services of the arbiter, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Association. All other costs will be borne by the party incurring them.
- N. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half (1/2) of the stenographic costs.

Section 13.9. Binding Effect of Award.

All decisions arrived at under the provisions of this grievance procedure by the representatives of the District and the Association, or by the arbiter, shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part. The arbiter does not have the authority to render any decision or award contrary to law.

Section 13.10. Time Limitation as to Back Pay.

Grievance claims regarding retroactive compensation shall be limited to thirty (30) days prior to written submission of the grievance at Step One of the grievance procedure provided, however, that this limitation may be waived by mutual consent of the parties.

Section 13.11. Arbitral Issue.

The responding to a grievance by a District representative shall not be construed as a concession or agreement by the District that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this article.

Section 13.12. Discrimination.

The District shall not discriminate against an employee or the Association for exercising their rights under this article.

ARTICLE XIV

HOLIDAYS

Section 14.1. Holidays.

All Paraeducators and Paraeducator/Specialists shall receive the following paid holidays which fall within their work year:

- | | |
|-------------------------------|---|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Jr. Day | 9. Native American Heritage Day
(also known as the day after Thanksgiving) |
| 3. Presidents' Day | 10. Christmas Eve Day |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas |
| 6. Labor Day | 13. New Year's Eve Day |
| 7. Veterans' Day | |

Juneteenth shall be added to Section 14.1 if the District's Board of Directors establishes Juneteenth as a paid District Holiday, or the employees of a separate District Union or Association receive fourteen (14) paid holidays, or the Legislature funds Juneteenth as a paid holiday, unless the Legislature funds or requires the addition of a fourteenth paid holiday other than Juneteenth.

ARTICLE XV

HEALTH AND WELFARE

Section 15.1. SEBB.

The Parties agree, pursuant to RCW 28A.400.275, to abide by State laws pertaining to school district employee benefits by a state-wide school employee health care system. The District shall make available information about the health and wellness benefits for the SEBB program, eligibility, dependent coverage, continuity of coverage, and benefit termination/end on the District public website for all to review. The LMC team will periodically review the site for needed updates or changes.

Section 15.1.1. Insurance Changes Due to SEBB.

Section 12.1 of the Current Collective Bargaining Agreement shall reopen to renegotiate provisions related to health insurance benefits as necessary to comply with the then current state law.

Section 15.2. VEBA.

The District has adopted a VEBA health reimbursement arrangement pursuant to RCW 28A.400.210 and the District agrees to make contributions to VEBA on behalf of all employees in the bargaining unit who are eligible to participate in the arrangement. Eligibility is limited to:

- (1) employees who have accumulated one hundred eighty (180) days or more of unused sick leave and have an annual right to cash out sick leave; and
- (2) employees who retire or separate with sick leave cash-out rights during the term of this Agreement.

1 All eligible employees will be required to sign and submit to the District a VEBA Membership Enrollment
2 Form and Hold Harmless Agreement complying with RCW 28A.400.210. If an eligible employee fails to
3 sign and submit such Agreement to the District, the District will not make sick leave or vacation cash-out
4 contributions to the plan on behalf of that employee at any time during the term of this Agreement, and any
5 and all excess sick leave and vacation which, in the absence of this Agreement, would accrue to such
6 employee during the term of this Agreement shall be forfeited together with all cash rights that pertain to
7 such excess sick leave and vacation.

8 9 **Section 15.2.1. District Contribution to VEBA.**

10 If, during the term of this Agreement, another Everett School District Union or Association is awarded
11 a District contribution to VEBA, the parties will meet and confer to negotiate District contributions to
12 VEBA for the Association.

13 14 **Section 15.3. FMLA.**

15 The District agrees to implement the Family and Medical Leave Act (FMLA) for eligible Employees per
16 Board Policy. Leave provided under FMLA shall be coordinated with any other approved leave of absence.

17 18 **Section 15.4. WA PFML.**

19 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State
20 Family and Medical Leave and Insurance Act. Employee eligibility is determined by the Washington State
21 Employment Security Department and applied for by the employee. Washington PFML may be used at
22 employee discretion at the same time as the employee qualifies for and uses other leaves under this contract.
23 The District shall pay the employer portion of the premium and the employee shall pay the employee's
24 portion.

25 26 **Section 15.5. Industrial Insurance.**

27 The District shall make the required contributions for State Industrial Insurance on behalf of the employees.
28 See Section 15.3 for coordination of leaves.

29 30 **Section 15.6. Long-Term Care Insurance Coverage.**

31 Commencing January 1, 2022, the District shall remit to the State of Washington required contributions for
32 the Long-Term Services and Support Trust Program.

33 34 **Section 15.7. Tort Insurance.**

35 Pursuant to RCW 28A.400.370, the District shall provide employees "with insurance protection covering
36 those employees while engaged in the maintenance of order and discipline and the protection of school
37 personnel and students and the property thereof. Such insurance protection must include as a minimum,
38 liability insurance covering injury to persons and property, and insurance protecting those employees from
39 loss or damage of their personal property incurred while so engaged." This provision is subject to change as
40 the law changes. It is not a contractual obligation but a statutory obligation. See Board Policy 6530.

ARTICLE XVI

LEAVES

Section 16.1. Notice for Known / Planned Leaves.

For all leaves authorized under this Article, with exception of personal leave under Section 16.8 and for leaves of absence, discussed separately, employees shall make a reasonable effort to provide advance notice for any leave requests to assist their colleagues and the District with identifying suitable leave replacement coverage.

For leaves due to a planned or advanced scheduled absence, employees shall notify the District when known, but not later than five (5) workdays before the leave. The District acknowledges that, in various instances for the leaves described in this Article, an employee may have less than five (5) days' notice or planning. If fewer than five (5) workdays remain between the planned absence and the leave, employees will notify the District immediately once the leave is known.

Section 16.1.1. Communication Regarding Return From Extended Leaves.

When employees take extended leaves or other absences as authorized under this Agreement, the District may need to communicate with the employee regarding the nature of the employee's leave, leave duration, and the employee's return-to-work. Employees on such leave may receive communications from the District in advance of the employee's stated return date. For leaves of absence or other leaves greater than four (4) weeks, employees will check and respond to potential leave related communication within five (5) workdays of their scheduled return to check for and respond to potential leave-related communications. Employees are expected to communicate with the District regarding expected return dates and to respond to communications from the District regarding the same.

Section 16.2. Illness, Injury and Emergency Leave Entitlements.

Each Paraeducator and Paraeducator/Specialist shall be entitled to twelve (12) days of compensated leave each year to be used for illness, injury, and emergencies, which shall be accrued on an annual basis. Employees who leave the employ of the District shall reimburse the District for all days used but not earned. Paraeducators and Paraeducator/Specialists assigned less than a full student school year shall be entitled to such leave on a pro-rata basis.

New Paraeducators and Paraeducator/Specialists shall be entitled, during their initial year of employment, to an advanced allowance of the annual illness, injury and emergency leave provided above, following the employee's successful completion of the probationary period described in Section 10.1. Before completion of the probationary period, such employees will be advanced five (5) days' sick leave and shall receive the remainder of their sick leave allocation upon completion of the probationary period. Paraeducators and Paraeducator/Specialists who leave the employ of the District during their initial year of employment shall reimburse the District for all days used but not earned under the monthly accrual formula.

To the extent provided by law, new employees who have previously accrued sick leave while employed by another public school district in the State of Washington, shall be given credit for the unused portion of such accrued sick leave upon employment by the District.

Section 16.3. Use of Leave for Illness or Injury.

Employees shall be allowed leave for illness or injury up to the amount of their accumulated leave days under one (1) of the following conditions:

- A. During an illness or injury (including maternity) which has incapacitated the employee from performing their duties.
- B. To care for a family member as defined in RCW 49.12.265.
- C. For the purpose of necessary medical or dental appointments or, when such appointments have been arranged in advance with the employee's supervisor.
- D. Other reasons as outlined in RCW 49.46.210.

Any employee absent five (5) or more consecutive workdays due to the conditions set forth above may be required to present a health care provider's certificate which states the medical necessity for leave and the employee's ability to return to work. The parties agree and understand that the supervising administrator may in the event they see a pattern of regular, excessive or unusual absences, discuss such with an employee. Such discussion may lead to disciplinary action if leave was not used for authorized purposes. After having such a discussion, the District may require a health care provider's certificate for future use of sick leave. An employee may be represented by a designated official of the Association in all such meetings.

Section 16.4. Use of Leave for an Emergency.

Up to three (3) days of accumulated illness, injury and emergency leave may be used each year for emergencies subject to the following conditions:

- A. The problem must have been suddenly precipitated and must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the absence.
- B. An employee, upon approval of their building or program administrator, may use up to one (1) day of emergency leave to attend the funeral of a close friend.
- C. The problem cannot be one of minor importance or mere convenience but must be serious.
- D. Weather conditions for local travel to and from school will be considered as a valid reason for emergency leave per Section 16.16.
- E. Emergency leaves will not be granted for reasons connected with other leave provisions contained in this Agreement.

Section 16.5. Accumulated Leave.

Unused illness, injury and emergency leave will accumulate from year to year in accordance with state law. Accumulation shall be limited to one hundred eighty (180) days unless altered by state statute.

Section 16.6. Coordination with Industrial Insurance.

Employees suffering illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use illness, injury or emergency leave to the amount of their accumulated days, consistent with the employee's choice of one (1) of the following four (4) options:

- The industrial insurance payment only.
- The industrial insurance payment, plus proportionate leave to equal the employee's regular salary.
- The industrial insurance payment, plus one (1) full day of paid leave for each day of absence.

Section 16.7. Bereavement Leave.

A maximum of five (5) days paid bereavement leave will be allowed for each death of the following members of an employee's immediate family or the immediate family of their spouse: spouse, domestic partner, child, parent, sibling, grandchild, grandparent, or any of these family members related to the employee in a step or in-law relationship, or anyone who is considered part of the family. An employee may use up to one (1) day of emergency leave or unpaid leave to attend the funeral or a memorial service of a close friend.

Section 16.8. Personal Leave.

Each employee is entitled to three (3) paid days of leave for personal reasons. These days shall not be deducted from sick or emergency leave. This leave shall be credited on September 1. This leave must be approved forty-eight (48) hours in advance. For probationary employees, as provided under Section 10.1, this leave shall be credited upon the employee's successful completion of their probationary period.

Up to three (3) unused personal leave days may be cashed out at the substitute rate of pay. Such payment will be issued in the August paycheck. In lieu of cash out, employees may roll over two (2) personal days, accumulative up to five (5) total days in a given year.

Section 16.9. Superintendent's Discretion.

The Superintendent shall have the right to provide leave for persons not covered by the provisions of Sections 16.6 and 16.7, as well as add to the number of days allowed for such leaves. It is intended that this provision will be used in unusual or extraordinary circumstances, at the sole discretion of the Superintendent.

Section 16.10. Jury Duty or Subpoena.

Leave with pay shall be granted for jury duty. Employees shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District office in seeking relief from jury duty when it interferes with obligations to their District assignment. An employee who is subpoenaed as a witness in a legal proceeding shall be granted leave with pay, but with witness fees, if any, remitted to the District; provided that if said employee is subpoenaed in a case brought or supported by the Association or as a witness with a direct or indirect interest in the proceedings, leave shall be granted without pay. In no event shall the District grant an employee more than two (2) days of paid leave for any separate legal proceeding.

Section 16.11. Leave of Absence.

The District may grant employees a leave of absence for such reasons as:

- a. Compelling personal matters
- b. Education
- c. Disability
- d. Child Care
- e. Maternity; and
- f. Other reasons qualifying under the Family and Medical Leave Act or the Washington State Family Leave Act.

Requests for a leave of absence must be presented in writing to the Benefits Department. Upon recommendation of their supervisor and approval of the Superintendent, an employee may receive a leave

for a specified period not to exceed twelve (12) months. Such leave requests will be considered on a case-by-case basis and whether such requests are granted shall be at the sole discretion of the Superintendent.

Upon return from leave, an employee may return to their current position or be assigned to a position comparable to that which they held at the time their request for the leave of absence was approved. Some of the leaves covered by the FMLA or Washington State Family Leave Act may require concurrent use of available paid leaves (e.g., sick leave).

Section 16.12. Visitation.

Employees may be granted paid leave to visit other programs (in or out-of-District) for the purpose of improving their work skills and knowledge. Such leave must have the prior approval of the employee's supervisor and the Human Resources Department.

Section 16.13. Attendance Incentive Program.

Pursuant to RCW 28A.400.210 and WAC 392-136 and any amendments thereto, in order to further encourage regular attendance by all employees, the following attendance incentive program is hereby established.

Section 16.13.1. Annual Conversion of Accumulated Sick Leave.

During each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave.

Section 16.13.2. Conversion of Sick Leave Upon Separation or Death.

Any eligible employee who separates from employment under the conditions defined in RCW 28A.400.210 may elect (personally or by their personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of separation from employment for each full day of eligible sick leave. Any such conversion of sick leave upon eligible separation or death shall be subject to the terms and limitations of applicable state law and regulations.

Section 16.13.3. Termination of Attendance Incentive Program.

The District will terminate this program immediately upon the failure of voters to approve a Maintenance and Operation Levy.

Section 16.14. Public Health Leave.

Any employee who must be excluded from their work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine-preventable disease, and who has submitted to the District a claim of either a religious objection to, or a medical exemption from, the necessary immunization, shall suffer no loss of pay as a result of the exclusion, provided:

1. the employee accepts an assignment to an alternative work site as identified by the District during the period of exclusion; or
2. the employee utilizes their accrued sick leave if no alternative worksite is identified.

In the event that an alternative worksite is unavailable, and the employee's accrued sick leave is exhausted, the District will provide the employee leave with full pay until an alternative worksite is available. If an employee asserts an exemption as described above, they may be asked to provide the District with a verification of the exemption. Any employee who does not provide documentation of their immunization and subsequently is excluded from their worksite as a result of an order by the Public Health Department shall be offered the options above, provided the employee provides the District with proof of attempts to obtain the documentation or vaccinations.

Section 16.15. Military Leave.

The District shall provide military leave to members of the state and national armed forces and their family members in accordance with state and federal law.

Section 16.16. Inclement Weather.

In the event school(s) are closed due to inclement weather, employees assigned less than two hundred sixty (260) days shall not report to school and shall make-up the day later in the school year along with the students.

Section 16.16.1. Notification of Inclement Weather Closures.

(FOR INFORMATION ONLY - NOT SUBJECT TO THE GRIEVANCE PROCEDURE.)

When bad weather conditions or like situations which might result in an unusual school closure are predicted or suddenly occur after the school day and before the next school day, notification of closure will normally be made by the District through the Public Schools Emergency Communication System (PSECS). The PSECS, in turn, communicates area school district decisions about closure directly to most Seattle area TV channels and radio stations. Employees should listen to the Seattle area stations and/or local Everett radio stations for information.

Section 16.16.2. Emergency Late Start Options.

In the event school(s) have a late start time due to weather conditions, employees with an annual assignment of less than two hundred sixty (260) days will be expected to arrive at school as close to the regular workday start time as is safe. Such employees may use emergency leave, personal leave, or leave without pay for any hours not worked due to a late start for inclement weather. With building administrator approval, employees also may use compensatory or flex time in accordance with normal District policies and procedures.

Section 16.17. Domestic Violence.

Domestic violence leave will be administered consistent with RCW 49.76.030.

Section 16.18. Religious Accommodations.

Religious accommodation leave may be requested and will be administered consistent with RCW 1.16.050 (3).

Section 16.19. Administrative Leave Purpose.

Administrative leave is an employer-directed removal from the workplace for an indefinite period of time. This action may not be considered disciplinary and may be an administrative leave with full pay and benefits. In general, it is used when the District believes the employee's continued presence in the workplace could threaten or endanger children, self, or others, disrupt the educational or work environment, or interfere with an investigation. At the time the employee is placed on administrative leave, the District

will provide the employee with information on administrative leave and how it works, let employees know they can seek representation from the Association, that they can access the District's Employee Assistance Program to deal with stress, or other emotional/mental health concerns, and what the procedure is for getting access to the employee's personal belongings.

ARTICLE XVII

STRIKES OR LOCKOUTS

Section 17.1. No-Strike Pledge.

The Association and employees agree not to cause or engage in any strike, slowdown, sickout, or other work stoppage during the term of this Agreement. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the District. Should a strike, slowdown, or other work stoppage occur by any other bargaining unit, the Association shall immediately instruct its members of their obligation to work on condition that the District provides safe conduct to work.

Section 17.2. Lockout.

The District agrees there will be no lockout of employees during the term of this Agreement.

ARTICLE XVIII

PARAEDUCATOR REQUIREMENTS AND PROFESSIONAL DEVELOPMENT

Section 18.1. Employment Requirements.

All Paraeducators must meet the minimum employment requirements for Paraeducators described in RCW 28A.413.040, in addition to any District employment required qualifications. To maintain employment, all Paraeducators will be required to meet the training requirements, as outlined by the State, for the Fundamental Course of Study (FCS) and General Paraeducator Certificate.

Section 18.2. Obtaining Certification.

To meet FCS requirements, each employee shall complete the training for the state designated FCS required content areas, First Aid/CPR Training, HIV Bloodborne Pathogen Training and Lifting Training. First Aid/CPR certification must be obtained within sixty (60) days of employment. Additionally, First Aid/CPR certification must be renewed every two (2) years.

Section 18.3. Paraeducator Certificate Premiums.

Upon completion of the twenty-eight (28) hours of the FCS shall receive fifty cents (\$0.50) per hour above the employee's base wage rate. Upon completion of the general certificate, employees are eligible and receive an additional twenty-five cents (\$0.25) per hour. Upon completion of the advanced certificate, employees are eligible and receive an additional fifty cents (\$0.50) per hour. Starting September 1, 2025, upon completion of the advanced certificate, employees will be eligible to receive an additional one dollar (\$1.00) per hour. Upon completion of a subject matter certificate, employees who are working in that subject matter (EL or special ed), will receive an additional twenty-five cents (\$0.25) per hour for all hours

worked in that subject matter area. Movement will be based on records as of June 30 of a school year and will become effective at the beginning of the following school year.

Section 18.4. Annual Notice and Progress.

By the last instructional day of each school year, employees will be provided with a record, via the electronic system, of training hours on file with the District. Each employee shall work with their evaluator to develop and maintain a plan for moving to the next level.

Section 18.5. Mandatory Professional Development.

Each employee will participate in the following days of professional development:

1. 7.0 of District provided professional development (new employees only).
2. 4.5 hours of building based professional development.
3. 4.5 hours of building based professional development.
4. 6.0 of District provided professional development.

These days will be scheduled on the employee's work year calendar. If employees are normally scheduled to work on these days, the employee will work the remainder of their regular schedule, if the normal workday exceeds the professional development daily offering. This paragraph shall remain in effect for the 2024-2025 school year only.

Effective beginning the 2025-2026 school year, professional development days 2, 3, and 4 are amended so as to be included on all employees' base work year calendars as three (3) uniform six and one half (6½) hour days. Two (2) of these days will ordinarily be scheduled prior to the start of the school year and the remaining day will ordinarily be scheduled during the October Learning Improvement Day.

Section 18.6. RBT Training Wage Premium for Achieve and Life Skills Paraeducators.

The District will offer all classroom paraeducators assigned to an Achieve or Life Skills class the opportunity to take an asynchronous Registered Behavior Technician online training. The District will pay the fee(s) associated with accessing the online training. Upon successful completion of the course and submission of the same to the District, the employee will receive an additional twenty-five cents (\$0.25) per hour premium, so long as the employee remains employed in an Achieve or Life Skills role.

Section 18.7. Supplemental Hours.

For the 2024-2025 school year, all paraeducators will receive one (1) hour for the explicit purpose of reviewing District communications, including email, over the 2025 summer. Effective beginning the 2025-2026 school year, all paraeducators will receive four (4) hours annually for the explicit purpose of completing mandatory annual Vector training and reviewing District communications, including email, over non-student days (i.e. summer). If the mandatory training is not completed by October 31, hours provided under this section shall be deducted from the employee's pay, unless the employee's hire date requires the District to adjust their due date.

ARTICLE XIX

COMPENSATION

Section 19.1. Salary Schedule.

All employees covered by this Agreement will be paid in accordance with the salary schedule set forth in Appendix A.

For the 2024-2025 school year, on September 1, the former 2023-2024 Step 2 rate shall become the new year 1 (entry-level/base), wage rate, which shall then be increased by the percentage of the State-funded salary raise for classified employees (IPD). After the application of wage increases to the year 1 (base) wage rate, the parties shall apply the revised steps and step percentage increments reflected on Appendix A to support wage improvements and support wage progression.

For the 2025-2026 school year, on September 1, each year 1 (entry-level/base) wage rate on Appendix A shall be increased by the percentage of the State-funded salary raise for classified employees (IPD) plus one half percent (0.5%).

If the State provides any other increases in classified employee funding in a manner that must be expended on salary increases, this Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the wage rates in Appendix A.

Section 19.1.1. Year / Step Advancement Procedure.

The wage improvements negotiated in Section 19.1 will first be applied to the base wage rate (Step 1/Year 1) for the position in question. Subsequent steps will be calculated by increasing the preceding step by the negotiated percent. The intent of this procedure is to retain consistent step improvements for each year of this Agreement.

For the 2024-25 school year only, and for the Paraeducator (Level 1) and Paraeducator Special Assignment positions only, the following exceptions will be made to the negotiated year/step placement and advancement procedures:

- Employees at Year 6 in the Year 5-6 step shall be paid the Year 7-9 rate.
- After calculating the Year/Step percentage improvements, the Year 7-9 wage rate shall be increased by twenty-eight cents (\$0.28) per hour and the Year 10-12 wage rate shall be increased by twenty-nine cents (\$0.29) per hour.

Section 19.2. Increments.

Increment advancement shall be based on length of service in a bargaining unit position and shall be effected the first of September each year. Employees who have been in a bargaining unit position at least six (6) months prior to the first of September of each year shall advance one (1) step on the schedule until they reach the top step. A new employee hired on or before March 1 would advance to Step 2 on the salary schedule on September 1.

Section 19.2.1. Position Placement.

Employees who apply to a position which has a higher rate of compensation shall be placed on the first step of the new schedule which is greater than the employee's current rate of pay. When

moving or transferring to a lower paid position, an employee shall be placed at the same step held in their former position. Such placement shall not alter employee seniority calculations.

Section 19.3. Travel Reimbursement.

An employee who is directed by the District to use their private vehicle on District business during working hours shall be reimbursed for such travel according to District Policy. Mileage shall be reported on a District approved form and submitted as required by the District. Each employee may request a written statement through their supervisor indicating whether or not they are eligible for mileage reimbursement. An employee who voluntarily seeks two (2) assignments shall not receive paid travel time or mileage.

Section 19.3.1. Overnight Travel.

Employees chaperoning "overnight" activities with Administrative approval will be provided meals at District expense. Employees will be paid for all time on duty. Such time shall be recorded on a timesheet. Upon return the chaperoning employee shall be free to leave campus once the majority of students have returned to their guardians and the remaining students placed under the supervision of the school administrator or designee.

Section 19.4. Training.

Employees required to attend training courses required by the District as a condition of continued employment will be paid by the District at the employee's regular hourly rate of pay for all time in attendance. The District will either pay any registration fees or reimburse employees for such fees in a timely manner. This provision shall not apply if the District offers the training in-house but allows an employee, at their request, to take the training elsewhere; or if the employee should have had the training before being employed.

Section 19.5. Pay Disbursement.

Each employee shall be paid their salary, including paid holidays that fall within the work year, in twelve (12) equal installments, on the last business day of each month. All salary warrants shall be directly deposited into a bank account identified by the employee.

In the event an employee is overpaid or underpaid the District and employee will work out a reasonable schedule for correction. Employees should bring concerns about their pay to the attention of the District as quickly as possible.

Section 19.6. Specialized Pay Premiums for Paraeducators on Special Assignment.

Health room assistants, multi-lingual paraeducator, classroom or one-to-one (1:1) paraeducators supporting students who are assigned to a Life Skills/STRIVE (transition), GOAL, Achieve, Developmental Preschool and Kindergarten or Extended Resource classroom will receive an additional five percent (5%) hour on top of their base hourly rate of pay for all hours worked in that assignment.

Section 19.7. Building Support Colleague Premium.

Each building will be assigned one (1) building support colleague, responsible for supporting new employees during their first year of employment with the District. Building support colleagues will be the EAP designated building rep. If there is no EAP designated building rep, the building support colleague will be chosen by the building administrator from solicited volunteers. Building support colleagues will receive a premium of three hundred fifty dollars (\$350) for regularly meeting with and supporting new hires throughout the year.

1 **Section 19.8. Overpayment and Recoupment.**

2 When the District determines that an employee was overpaid wages, including any leaves or vacation
3 benefits or other remuneration provided or advanced to the employee under this Agreement, the District
4 shall provide written notice of the overpayment to the employee and the Association. The notice shall
5 include the amount of the overpayment, the basis for the claim, and the rights of the employee under the
6 Agreement. Employees will have seven (7) calendar days to respond in writing before the District may take
7 unilateral action to recover the debt, as provided below. Any dispute relating to the occurrence or amount of
8 the overpayment shall be resolved using the grievance procedures contained in the Agreement.

9
10 The District and employee shall first attempt to determine a mutually agreeable and reasonable timeline for
11 repayment. Repayment shall ordinarily occur within the work year in which the error was discovered, with
12 repayments divided evenly among the remaining pay periods. A longer repayment period will be considered
13 when the amount of the debt warrants and provided there are reasonable assurances that the employee will
14 continue employment with the District the following year.

15
16 Fourteen (14) calendar days after notice is provided to the employee, if the District and employee are unable
17 to agree to a repayment plan, the District may initiate repayment, except when the employee's employment
18 with the District is projected to terminate before the conclusion of the fourteen (14) calendar day period, at
19 which point the District may initiate repayment sooner.

20
21 When the District and employee are unable to agree to a repayment plan and the employee is not known or
22 expected to be leaving District employment, the District will not take more than the following amounts of the
23 employee's net wages each month for repayment.

24
25 In the event that the overpayment is more than ten percent (10%) of the employee's yearly wages, the
26 Association and the employee will meet with the District to negotiate a reasonable repayment schedule.

27
28 For overpayments of five hundred dollars (\$500) or less, the District will divide the overpayment over the
29 remainder of the fiscal year. For overpayments exceeding five hundred dollars (\$500), the District will take the
30 lesser of either dividing the overpayment over the remainder of the fiscal year or two hundred dollars (\$200)
31 each month for repayment. The deductions of the wages will continue until the overpayment is recouped.

32
33 Unless otherwise mutually agreed upon by the District and employee, deductions of wages may begin on
34 the first paycheck available, provided the District has satisfied the notice requirements discussed above.
35 Such deductions shall continue until the overpayment is recouped.

36
37 Should the employee separate from District employment before an overpayment debt is paid, the District
38 has the right to retain up to the entire net proceeds of the employee's final regular paycheck to be put toward
39 the unpaid balance of the overpayment in question.

40
41 The District is obligated by law to protect public funds and retains the right to seek other legal remedies,
42 including filing a legal claim for debts owed, should any retained or repaid amounts not be sufficient to
43 fully satisfy an employee's outstanding repayment obligation.

44
45 **Section 19.9. Emergency Certificated Substitute Coverage.**

46 The District and the Union agree that the paraprofessional role is an essential support function of
47 certificated teachers. If the District is not able to staff a certificated position, in person, relative to a regular
48

1 school day and a certificated substitute employee is not available, the District may ask current
2 Paraeducators, who hold an active Emergency Substitute Teacher Certificate or Advanced Paraeducator
3 Certificate (with an ESTC) and agree, to cover an unfilled certificated position. The District will also inform
4 the paraeducator asked to cover as an emergency substitute teacher the plan for coverage for their
5 paraeducator position. Paraeducators who assume responsibility of a classroom as an emergency certificated
6 substitute will be compensated at the certificated substitute teacher rate or their hourly rate, whichever is
7 greater.

8 9 10 11 **ARTICLE XX**

12 **CONDITIONS OF THE AGREEMENT**

14 **Section 20.1. Separability.**

15 In the event that any provision of this Agreement is declared invalid by a court of competent jurisdiction or
16 rendered invalid by reason of existing or subsequently enacted legislation, such invalidation shall not
17 invalidate the remaining portions of the Agreement, as it is the express intention of the parties hereto that all
18 other provisions shall remain in full force and effect. It is further provided that any provision of this
19 Agreement rendered or declared invalid shall immediately be amended to comply with the requirements of
20 such enacted legislation or court decree.
21

22 **Section 20.2. Duration.**

23 This Agreement shall be in full force and effect September 1, 2024 to August 31, 2026. A successor
24 Agreement shall be the subject of timely negotiations between the parties.
25

26
27 During the term of this Agreement, either party may choose to reopen negotiations to amend limited
28 provisions of this Agreement if the actions of the state or national government or agencies have, in the
29 judgment of the Association or the District, materially changed or impacted employees, management, the
30 Association or Employer.
31

32 **Section 20.3. Modifications.**

33 This Agreement may be modified during its term only with the written consent of both parties.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1107

EVERETT SCHOOL DISTRICT #2

BY: Laura Rogers
Laura Rogers, Chapter President

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 11-15-24

DATE: 11/15/2024

Everett School District / Everett Association of Paraeducators
Salary Schedule A
Effective September 1, 2024 – August 31, 2025

<i>Percentage above prior step</i>		5%	3%	3%	3%	3%	3%	6 %
Paraeducator Classification	Years 1-2	Years 3-4	Years 5-6*	Years 7-9	Years 10-12	Years 13-15	Years 16-19	Years 20+
Paraeducator (Level 1)	\$26.28	\$27.59	\$28.42	\$29.55	\$30.44	\$31.05	\$31.98	\$33.90
Paraeducator Special Assignment	\$27.59	\$28.97	\$29.84	\$31.03	\$31.96	\$32.60	\$33.58	\$35.60
Health Room Assistant								
Multi-Lingual (ML)								
Achieve								
Developmental Preschool/Kindergarten								
Extended Resource Room								
Life Skills/STRIVE GOAL								

* 24-25 ONLY / Years 6 (Current Staff ONLY)	
Paraeducator (Level 1)	\$29.55
Paraeducator Special Assignment	\$31.03

<i>Percentage above prior step</i>		3%	3%	3%	3%	3%	3%	5 %
Paraeducator Classification	Years 1-2	Years 3-4	Years 5-6	Years 7-9	Years 10-12	Years 13-15	Years 16-19	Years 20+
Paraeducator Behavior Support	\$32.51	\$33.49	\$34.49	\$35.52	\$36.59	\$37.69	\$38.82	\$40.76

Paraeducator/Specialists Classification	Years 1-2	Years 3-4	Years 5-6	Years 7-9	Years 10-12	Years 13-15	Years 16-19	Years 20+
Career Specialist	\$31.16	\$32.09	\$33.05	\$34.04	\$35.06	\$36.11	\$37.19	\$39.05
Therapy Assistants	\$35.64	\$36.71	\$37.81	\$38.94	\$40.11	\$41.31	\$42.55	\$44.68
COTA								
Physical Therapy Assistant								
SLPA								
Vision Assistant								
Service Coordinators	\$32.51	\$33.49	\$34.49	\$35.52	\$36.59	\$37.69	\$38.82	\$40.76
Graduation Success Coordinator								
Family Specialist								
Paraeducator Trainer								
Administrator Support								
Classroom Specialists	\$37.08	\$38.19	\$39.34	\$40.52	\$41.74	\$42.99	\$44.28	\$46.49
ECEAP Instructor								
ECEAP Family Support								
Sign Language Interpreter								

Substitutes and Temporary	<i>The substitute and temporary wage rate shall be 90% of entry level step for position unless specified.</i>			
Paraeducator (Level 1) (95%)	\$24.97	Paraeducator Special Assignment (Level 1) (95%)		\$26.21
Career Specialist	\$28.04	Paraeducator Behavior Support		\$29.26
Therapy Assistants	\$32.08			
Service Coordinators	\$29.26			
Classroom Specialists	\$33.37			

Certificate Type	Premium Amount
FCS	\$0.50
General	\$0.25
EL	\$0.25
Special Ed	\$0.25
Advanced	\$0.50
Beh. Tech	\$0.25

Notes:

1. Premium pay is defined in Section 18.3
2. Paraeducator Special Assignment per Section 19.6 is 5% abut base Para 1 rates
3. Behavior Support wages shall be consistent with Service Coordinators

Schedule A (2024-2025)
PSE Everett EAP Chapter #1107
Everett School District #2



September 1, 2024
Page 1 of 1

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, EVERETT ASSOCIATION OF PARAEDUCATORS CHAPTER #1107 AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree on the following for Non-Instructional Supervisory Substitute Paraeducators:

- In the EAP bargaining unit, a Non-Instructional Supervisory Substitute Paraeducator is not assisting or providing instructional services to students and families. Examples include Paraeducators whose sole responsibilities include lunchroom and playground supervision, supervision on assigned school buses, before and after school suspension, as well as crossing guard.
- The Non-Instructional Paraeducators must meet District hiring requirements, but it will be optional for Non-Instructional Substitute Paraeducators to meet the minimum requirements of WAC 179-03-020 for hiring purposes.
- All Non-Instructional Supervisory Substitute Paraeducators will be paid at the established rates on the EAP Schedule A.

This Letter of Agreement shall become effective September 1, 2024, and shall remain in effect until August 31, 2026 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1107

EVERETT SCHOOL DISTRICT #2

BY: Laura Rogers
Laura Rogers, Chapter President

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 11-15-24

DATE: 11/15/2024

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, EVERETT ASSOCIATION OF PARAEDUCATORS CHAPTER #1107 AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree on the following for Transitional Kindergarten Paraeducators:

1. Transitional Kindergarten Paraeducators ("employees") will no longer be considered temporary employees under Section 2.1 of the Collective Bargaining Agreement. Employees will have a minimum standard work assignment of 97 workdays / 7 hours per day. Employees will also receive 2 paid holidays.
2. Employees will be eligible for benefits according to the rules and regulations of SEBB.
3. Upon employee approval, the District may withhold wages for the purpose of covering the employee's portion of health care premiums during the months when the employee is not scheduled to work but remains eligible. Employees who separate from employment with the District will have any withheld funds remitted to them.
4. The District and EAP Association agree to problem solve together any unforeseen or unanticipated impacts of the change in status to these employees.

This Letter of Agreement shall become effective September 1, 2024, and shall remain in effect until August 31, 2026 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1107

EVERETT SCHOOL DISTRICT #2

BY: Laura Rogers
Laura Rogers, Chapter President

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 11.15.24

DATE: 11/15/2024

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, EVERETT ASSOCIATION OF PARAEDUCATORS CHAPTER #1107 AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Parties agree on the following:

Not later than January 31, 2024, representatives of the parties shall confer and schedule Labor Management Committee ("LMC") team meetings to review EAP evaluation forms. The purpose of these meetings is to consider appropriate revisions and/or updates to EAP evaluation forms with an emphasis on employee growth models supported by meaningful feedback.

At the first designated meeting, the parties will review and establish guidelines regarding the scope and nature of the review process (what will and will not be subject to review).

Products and production timelines, if any, will be determined by the LMC team in conjunction with their review.

This Agreement will expire at the end of Parties' current Collective Bargaining Agreement or when the project is completed, whichever is sooner.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1107

EVERETT SCHOOL DISTRICT #2

BY: Laura Rogers
Laura Rogers, Chapter President

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 11.15.24

DATE: 11/15/2024

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 EVERETT EAP CHAPTER #1107 AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Everett Public School District #2 (Employer) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee Benefit Association Trust for Public Employees of the State of Washington (collectively the "plans"). The **Standard HRA Plan**, which shall be integrated with the employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-Separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the Public School Employees of Everett Association of Paraeducators employees (EAP Group) defined as eligible to participate in the Plans. The Plans must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

The following selected contribution options shall be available during the term of this policy:

YES Sick Leave Contributions - Retirement or separation from service¹: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the terms of this agreement.

YES Sick Contributions - Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible²) of unused sick leave. To be eligible during the term of this agreement an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front-loaded days.

Note: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick-leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District hold harmless agreement complying with RCW28A.400.210.

This Memorandum of Understanding is reauthorizing Section 10.2 in the CBA shall be effective from September 1, 2024 to August 31, 2025 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
EVERETT EAP CHAPTER #1125

BY: Laura Rogers
Laura Rogers, Chapter President

DATE: 11.15.24

EVERETT SCHOOL DISTRICT #401
EVERETT SCHOOL DISTRICT #401

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 11/15/2024

¹ School Districts may offer a sick leave cash out upon separation from service or retirement in accordance with RCW 28A.400.210. Educational Service Districts (ESD's) may only offer sick leave cash-outs upon retirement in accordance with RCW 28A.310.490 and Employer policy or procedure.

² Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions into the VEBA Plan.

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 EVERETT EAP CHAPTER #1107 AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and PSE/SEIU1948 EAP agree to the following:

Paraeducators working in schools whose regular assignment extends beyond the student release on the following 2.5-hour student release days on Friday of Fall Conferences, day before Winter Break, Friday of Spring Conferences, last day of school, may be dismissed as soon as their staff responsibilities for supervision and safety have been met.

This Letter of Agreement shall be effective upon signature of both parties and shall be attached to the current 2024-2026 Collective Bargaining Agreement and shall expire with that agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1125

BY: Laura Rogers
Laura Rogers, Chapter President

DATE: 12-13-2024

EVERETT SCHOOL DISTRICT #401

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 12-13-2024