

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
EVERETT ASSOCIATION OF PARAEDUCATORS CHAPTER #1107**

**AND**

**EVERETT SCHOOL DISTRICT #2**

**SEPTEMBER 1, 2023 – AUGUST 31, 2024**



**Public School Employees of Washington/SEIU Local 1948**  
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SCHEDULE A	(2023-2024)	
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LETTERS OF AGREEMENT:	Non-Instructional Supervisory Substitute	
	Transitional Kindergarten Paraeducators	
	Emergency Certificated Substitute	
	Evaluation Form Review	

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

8  
9 **Section 2.1.1.**

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

13  
14 **Section 2.2. Evaluator/Supervisor.**

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

18  
19 **Section 2.3. Days.**

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

22  
23 **Section 2.4. Job Descriptions.**

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

27  
28  
29  
30 **ARTICLE III**

31  
32 **SUBSTITUTE AND TEMPORARY EMPLOYEES**

33  
34 **Section 3.1. Bargaining Unit Inclusion.**

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

38  
39 **Section 3.2. Limitations.**

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

42  
43 **Section 3.3. Rate of Pay.**

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

45  
46 **Section 3.4. Employee Benefits.**

47 Substitute and temporary employees who are eligible to receive employee benefits according to the rules  
48 and regulations of SEBB.



1 direct the methods and processes of doing work and to introduce new and improved work methods or  
2 equipment; the right to determine the starting and quitting times and the number of hours to be worked; and  
3 the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct  
4 of its business, and to require their observance. The exercise of the District's rights stated herein is an  
5 exclusive function of management.

6  
7 **Section 4.3. Reserved Rights of the District.**

8 The District reserves the right to employ Paraeducators and Paraeducator/Specialists for the number of  
9 hours, days, and weeks which it determines to be appropriate. When changes are made, the District, where  
10 practical and barring unforeseen or extenuating circumstances, will provide advance notice of at least five  
11 (5) workdays to affected employees.

12  
13 **Section 4.4. Nondiscrimination and Harassment.**

14 The District and the Association are committed to equal employment opportunity and providing a work  
15 environment free of unlawful harassment. Employees are encouraged to use the processes set forth in the  
16 Board Policies to report such issues. See Board Policy 5010 - Nondiscrimination. 5160 - Sexual  
17 Harassment. 5161 - Civility in the Workplace.

18  
19  
20  
21 **ARTICLE V**

22  
23 **RIGHTS OF EMPLOYEES**

24  
25 **Section 5.1. Right to Join and Assist the Association.**

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

32  
33 **Section 5.2. Matters of Personal Concern.**

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

36  
37 **Section 5.3. Personnel Files.**

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

42  
43 **Section 5.3.1.**

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

1 **Section 5.7. New Class Curriculum.**

2 Following the adoption of a new curriculum by the District and upon a request by the Association, the  
3 District and the Association shall meet and confer on material and training needs of employees related to the  
4 curriculum adoption.  
5

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

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

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

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

25 **ARTICLE VI**

26 **RIGHTS OF THE ASSOCIATION**

27 **Section 6.1. Rights and Responsibilities.**

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

35 **Section 6.2. Bargaining Unit Information.**

36 On a consistent monthly basis, employee notices with all new and terminated employees, a point-in-time  
37 leave report and in-District changes will be provided to the President and Vice President of the Association  
38 and/or Association designee. In November, February, and May of each year, alpha rosters with the name,  
39 employee ID number, address, date of hire, job classification(s), rate of pay, dues paid, home phone and  
40 home email (if provided by the employee), FTE status, work location and will be provided by email to the  
41 President and Vice President of the Association and to the State Association.  
42

43 **Section 6.2.1.**

44 The District and the Association will work through labor management to provide additional  
45 information requested by the Association.  
46  
47  
48



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 6.8. 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.

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

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

#### **Section 6.11. Privileged Communication.**

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



1 **Section 7.5. Hold Harmless.**

2 The Association will indemnify, defend, and hold the District harmless against any claims made, and any  
3 suit instituted against the District on account of any use of District courier service, check off of Association  
4 dues or other applications of this Article.  
5

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

7 In the event there is a change in law or holding by a court of competent jurisdiction that allow for the  
8 withholding of dues or equivalent fee as a condition of employment, the Association and the District agree  
9 to bargain the effect of any such decision upon request.  
10  
11  
12

13 **ARTICLE VIII**

14 **WORKING CONDITIONS**

15  
16  
17 **Section 8.1. Work Year Calendar.**

18 The District shall bargain with the Association regarding employees' work calendars prior to adoption. For  
19 any school year in which the parties have yet to agree upon a calendar for the following school year, the  
20 Association and the District will meet prior to April 1 for the purpose of agreeing upon a calendar for that  
21 school year. If agreement is not reached by June 1, the District may establish a calendar setting forth the  
22 work year, which shall include the following:  
23

- 24 A. A work year consistent with the number of work and instructional days in the previous year.  
25 and  
26 B. Holidays/Breaks as set forth in the current year's calendar.  
27

28 The District agrees to reopen the contract to negotiate the work year calendar if the District adds or  
29 subtracts days to the current student instructional days on the school calendar.  
30

31 **Section 8.2. Hours of Work.**

32 Consistent with Federal and State regulations, the District, for payroll purposes, shall establish a seven (7)  
33 day week, commencing at 12:00 a.m. on the first (1<sup>st</sup>) day to 12:00 a.m. on the seventh (7<sup>th</sup>) day.  
34

35 **Section 8.3. Workweek and Workday.**

36 A standard full-time workweek shall consist of five (5) days of work at seven and one-half (7½) hours per  
37 day, exclusive of an unpaid thirty (30) minute duty-free meal period per day. All time worked in excess of  
38 an employee's regularly scheduled hours shall be recorded by the employee on a District time sheet. All  
39 time in excess of an employee's regularly scheduled hours must be authorized by a building or program  
40 administrator.  
41

42 **Section 8.3.1. Preparation Time.**

43 Paraeducators shall be provided with adequate preparation time to perform their required duties.  
44 The parties recognize that the primary purpose for the time is for individual employee's preparation  
45 for his/her basic assignment. An employee who finds that they do not have adequate time on a  
46 regular basis to prepare should consult with the building administrator to resolve the concern.  
47  
48



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

2                   Employees requested to substitute one (1) hour or more in a Behavior-Technician position  
3                   currently assigned to a contracted agency employee (non-EAP bargaining unit) shall receive  
4                   compensation equal to the first step in the EAP Behavior Support position that results in an  
5                   increase in pay of at least one dollar (\$1.00). Such time shall be recorded on a timesheet.  
6

7                   **Section 8.3.7. Split Shifts.**

8                   The District will avoid split shifts in the assignment of employee hours in a single position.  
9

10                  **Section 8.3.8. Transitions.**

11                 Reasonable time shall be provided in the employee's workday to move from one assignment to the  
12                 next. In the event an employee is not allotted such time, they may request the building  
13                 administrator's assistance in scheduling this time. Employees are expected to be at their assigned  
14                 workstation ready to work at the time their particular shift or assignment is designated to start, as  
15                 communicated by their administrator.  
16

17                  **Section 8.3.9. District/Building Committees.**

18                 Employees who are requested by the District to serve on District/Building Committees shall be  
19                 compensated at the appropriate level of pay when doing so is outside the employee's regular work  
20                 hours. Only time spent in committee attendance shall be documented on a timesheet and submitted  
21                 for approval and pay.  
22

23                  **Section 8.3.10. Health Room Assistants.**

24                 Health Room Assistants shall be informed of any medical condition that would impact the Health  
25                 Room while a student is in the HRA's care. The HRA shall also have access to student health records  
26                 in the appropriate student information systems to accomplish the necessary tasks of the work. HRAs  
27                 shall be assured access to a computer and training necessary to view and enter data regarding student  
28                 health issues.  
29

30                 The District will work to the best of its ability to ensure on a daily schedule when the HRA is at  
31                 lunch or on break from the Health Room. Except in emergent situations, available (not currently on  
32                 assignment) HRA trained employees from the Paraeducator classification within the building shall  
33                 be prioritized for Health Room coverage.  
34

35                 An additional day, at the discretion of the building principal, may be provided up to six (6) hours per  
36                 day prior to the start of the instructional school year for the purpose of setting up the health room,  
37                 training, and preparing for the coming school year based on the needs of the school. All days  
38                 provided in this Section will be timesheeted.  
39

40                  **Section 8.3.11. Inclusion in IEP Meetings.**

41                 As an integral part of a student's IEP team, employees assigned to work directly with a student on an  
42                 Individual Education Plan (IEP) may be invited by the building budget authority to attend IEP  
43                 meetings and shall be compensated at the appropriate level of pay when doing so is outside the  
44                 employee's regular work hours.  
45  
46  
47  
48

1 **Section 8.9. Compensatory Time.**

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

- 6  
7 (1) on the amount of compensatory time which may be accrued,  
8 (2) when and how it may be used, and  
9 (3) under what circumstances it would have to be cashed out.

10  
11 If an employee and their administrator agree that an employee may flex their work time during a given  
12 week, the employee may work fewer hours on one day and an equal amount of time extra on another, so  
13 long as the flex time is accrued and taken within one (1) week (Sunday to Saturday).

14  
15 **Section 8.9.1. Compensatory Time Not at Overtime Rates.**

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

18  
19 **Section 8.10. Communication.**

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

23  
24 **Section 8.11. Sharing Student Information.**

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

31  
32 **Section 8.12. Sensitive and Confidential Student Information.**

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

39  
40 This Section is not intended to and does not limit employee communications in the regular course of their  
41 duties. (See *Board Policy for all employees 32 35P & 3600P*)



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

11 **Section 10.1. Probationary Period.**

12  
13 Each new Paraeducator and Paraeducator/Specialist shall be subject to a ninety (90) workday probationary  
14 period commencing with their first (1st) compensated day of employment in the bargaining unit. During  
15 this period, such employees shall be considered on trial subject to termination at any time at the sole  
16 discretion of the District. An employee who has successfully completed the probationary period will be  
17 placed on regular employee status and be subject to all rights and duties contained in this Agreement.  
18  
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 (5<sup>th</sup>) 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 D. Assignment: An "assignment" shall mean the placement of an employee in a particular building  
2 or program.  
3  
4 E. Reassignment: A "reassignment" shall mean a change in an employee's assignment within the  
5 same building or within the same program.  
6  
7 F. Open Position or Opening: An "open position" shall mean any vacant or new position the  
8 District intends to fill by transfer or external hire.  
9

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

- 11 a. The District shall notify the Association when an employee is identified as being  
12 unassigned. The District shall consult with the employees in that building/program to  
13 determine whether anyone is interested in a transfer as unassigned staff. Though the District  
14 shall consider any such interest, the decision as to accepting the employee's voluntary  
15 designation as an unassigned staff member belongs to the District.  
16 b. If the need for a position to be eliminated occurs during the summer months when school is  
17 not in session, volunteers will not be requested. Employees holding a one-to-one  
18 paraeducator assignment and who become unassigned whose students no longer require  
19 assistance will be notified per section 10.6.3 and reassigned to a vacancy within their  
20 program. This section shall not apply in the event of a reduction in force as provided under  
21 Section 10.7 through 10.12.  
22

23 **Section 10.6.1.2. Voluntary Transfer.**

- 24 a. Employees seeking a voluntary transfer shall apply in response to an internal or external  
25 posting for an open position.  
26 b. Upon request, an employee shall be provided specific reasons, in writing, why a requested  
27 voluntary transfer was denied or why an employee was subject to a district-directed or  
28 administrative transfer.  
29

30 **Section 10.6.1.3. Criteria for Transfer.**

31 Administrators may consider seniority, employee certifications, trainings, successful experience  
32 in similar positions, length of service, and the building or program needs when determining  
33 which employee will be moved.  
34

35 All transfers will be based on qualifications for the position and shall, except as otherwise  
36 provided in this Article, be administered in accordance with Section 10.6. Qualifications  
37 include having appropriate certification and may include, as determined by the District, such  
38 other criteria as:  
39

- 40 a. having appropriate training.  
41 b. having prior successful experience in a similar position.  
42 c. having the ability to meet program needs.  
43 d. seniority.  
44

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



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

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



1 **Section 11.5. Violations.**

2 Alleged violations of the evaluation procedures contained in Sections 11.1, 11.2 and 11.3 above shall be  
3 subject to the provisions of the grievance procedure contained in this Agreement. However, disagreement  
4 over the content of the evaluation and the rating itself is not subject to the grievance procedure contained in  
5 this Agreement.  
6

7 **Section 11.6. Response to Evaluations.**

8 An employee may have a short, concise statement of their own written position attached to any evaluation  
9 placed in their official personnel file.  
10  
11  
12

13 **ARTICLE XII**

14 **DISCIPLINE AND TERMINATION OF EMPLOYEES**

15 **Section 12.1. Disciplinary Action.**

16 The District shall have the right to discipline or discharge an employee for just cause. The District is  
17 committed to a policy of progressive discipline. Such discipline may include, but not limited to:  
18  
19  
20

- 21 a. Verbal Warning (documented in writing)
- 22 b. Letter of Reprimand
- 23 c. Suspension Without Pay
- 24 d. Termination  
25

26 Any disciplinary action shall be appropriate to the behavior which precipitates such action. All disciplinary  
27 actions taken by the District, to the extent possible, shall be conducted privately so as not to embarrass the  
28 employee in front of other employees, students, or the public.  
29

30 An employee may be temporarily removed from the employee's regular assignment pending an  
31 investigation into alleged misconduct. This action shall not be considered disciplinary. The Association will  
32 be notified at the time an employee is placed on administrative leave.  
33

34 Complaints against an employee covered by this Agreement made by parents, students, other non-school  
35 personnel, or employees of the District will be brought to an employee's attention in a timely manner. The  
36 employee and Association will be provided, in writing, the specific complaint or alleged incident  
37 investigated. The employee and Association will be updated in writing if the investigation extends to any  
38 new complaint or alleged misconduct. The District will begin the investigation as quickly as possible and  
39 engage sufficient investigatory resources to complete investigations in a timely manner.  
40

41 Letters of Direction are not disciplinary in nature and will not be issued in conjunction with findings of  
42 misconduct. The Association shall be sent copies of a Letter of Direction at the time it is issued to the  
43 employee.  
44

45 **Section 12.2. Voluntary Termination.**

46 Each employee shall give the District at least two (2) weeks' notice of their intention to terminate  
47 employment with the District.  
48



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.

- H. The arbiter may receive and consider the evidence of witnesses by affidavit but shall give it only such weight as they deem proper after consideration of any objections made to its admission.
- 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.



1 and all excess sick leave and vacation which, in the absence of this Agreement, would accrue to such  
2 employee during the term of this Agreement shall be forfeited together with all cash rights that pertain to  
3 such excess sick leave and vacation.

4  
5 **Section 15.2.1. District Contribution to VEBA.**

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

9  
10 **Section 15.3. FMLA.**

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

13  
14 **Section 15.4. WA PFML.**

15 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State  
16 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a  
17 minimum of eight hundred twenty (820) hours within the past calendar year. The District shall pay the  
18 employer portion of the premium and the employee shall pay the employee's portion.

19  
20 **Section 15.5. Industrial Insurance.**

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

23  
24 **Section 15.6. Long-Term Care Insurance Coverage.**

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

27  
28 **Section 15.7. Tort Insurance.**

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

35  
36  
37  
38 **ARTICLE XVI**

39  
40 **LEAVES**

41  
42 **Section 16.1. Notice for Known/Planned Leaves.**

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

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. Concurrent deaths shall be treated as a single death.
- 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 not be considered as a valid reason for emergency leave.
- E. Emergency leaves will not be granted for reasons connected with other leave provisions contained in this Agreement.

A written application for emergency leave must be submitted to the Human Resources Department on the day of return to work.

#### **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.
- One (1) full day of available paid leave for each day of absence and no industrial insurance payment.

#### **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



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



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. 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 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 Premium for Paraeducators on Special Assignment.**

Health room assistants, 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 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.

**Section 19.8. Overpayment and Recoupment.**

When the District determines that an employee was overpaid wages, including any leaves or vacation benefits or other remuneration provided or advanced to the employee under this Agreement, the District



1 invalidate the remaining portions of the Agreement, as it is the express intention of the parties hereto that all  
2 other provisions shall remain in full force and effect. It is further provided that any provision of this  
3 Agreement rendered or declared invalid shall immediately be amended to comply with the requirements of  
4 such enacted legislation or court decree.

5  
6 **Section 20.2. Duration.**

7 This Agreement shall be in full force and effect September 1, 2023 to August 31, 2024. A successor  
8 Agreement shall be the subject of timely negotiations between the parties.

9  
10 During the term of this Agreement, either party may choose to reopen negotiations to amend limited  
11 provisions of this Agreement if the actions of the state or national government or agencies have, in the  
12 judgment of the Association or the District, materially changed or impacted employees, management, the  
13 Association or Employer.

14  
15 **Section 20.3. Modifications.**

16 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: [Signature]  
Dr. Ian B. Saltzman, Superintendent

DATE: 2.20.24

DATE: 2/20/2024

**Everett Association of Paraeducators  
Schedule A (2023-2024)**

<b><u>Paraeducator Classifications</u></b>										
	<b><u>Step Increment</u></b>	<b><u>Step 0</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5-9</u></b>	<b><u>Step 10-14</u></b>	<b><u>Step 15-19</u></b>	<b><u>Step 20+</u></b>
			6%	6%	6%	4%	5%	3%	3%	6%
1										
2										
3	Paraeducator (Level 1)	\$22.55	\$23.91	\$25.34	\$26.86	\$27.94	\$29.33	\$30.21	\$30.82	\$32.67
4	Paraeducator Special Assignments	\$23.68	\$25.10	\$26.61	\$28.21	\$29.33	\$30.80	\$31.73	\$32.36	\$34.30
5	Life Skills/STRIVE GOAL									
6	Achieve									
7	Developmental Preschool/Kindergarten									
8	Extended Resource									
9	Health Room Assistant									
10	<b><u>Step Increment</u></b>	<b><u>Step 0</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5-9</u></b>	<b><u>Step 10-14</u></b>	<b><u>Step 15-19</u></b>	<b><u>Step 20+</u></b>
11			3%	3%	3%	3%	3%	3%	3%	6%
12	Paraeducator Behavior Support	\$29.55	\$30.44	\$31.35	\$32.30	\$33.26	\$34.26	\$35.29	\$36.35	\$38.53
13	<b><u>Paraeducator Specialist Classifications</u></b>									
14	<b><u>Step Increment</u></b>	<b><u>Step 0</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5-9</u></b>	<b><u>Step 10-14</u></b>	<b><u>Step 15-19</u></b>	<b><u>Step 20+</u></b>
15			3%	3%	3%	3%	3%	3%	3%	6%
16	Career Specialists	\$28.32	\$29.17	\$30.05	\$30.95	\$31.87	\$32.83	\$33.82	\$34.83	\$36.92
17										
18		<b><u>Step 0</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5-9</u></b>	<b><u>Step 10-14</u></b>	<b><u>Step 15-19</u></b>	<b><u>Step 20+</u></b>
19			3%	3%	3%	3%	3%	3%	3%	6%
20	Therapy Assistants	\$32.40	\$33.37	\$34.37	\$35.40	\$36.46	\$37.56	\$38.68	\$39.84	\$42.23
21	COTA									
22	Physical Therapy Assistant									
23	SLPA									
24	Vision Assistant									
25	<b><u>Step Increment</u></b>	<b><u>Step 0</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5-9</u></b>	<b><u>Step 10-14</u></b>	<b><u>Step 15-19</u></b>	<b><u>Step 20+</u></b>
26			3%	3%	3%	3%	3%	3%	3%	6%
27	Service Coordinators	\$29.55	\$30.44	\$31.35	\$32.30	\$33.26	\$34.26	\$35.29	\$36.35	\$38.53
28	Graduation Success Coordinator									
29	Family Specialist									
30	Paraeducator Trainer									
31	Administrator Support									
32	<b><u>Step Increment</u></b>	<b><u>Step 0</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5-9</u></b>	<b><u>Step 10-14</u></b>	<b><u>Step 15-19</u></b>	<b><u>Step 20+</u></b>
33			3%	3%	3%	3%	3%	3%	3%	6%
34	Classroom Specialists	\$33.70	\$34.71	\$35.75	\$36.83	\$37.93	\$39.07	\$40.24	\$41.45	\$43.94
35	ECEAP Instructor									
36	ECEAP Family Support									
37	Sign Language Interpreter									
38	<b><u>Substitute and Temporary</u></b>									
39	The substitute and temporary wage rate shall be 90% of entry level step for the position unless specified.									
40	Paraeducator (Level 1) (95%)	\$21.43								
41	Career Specialist	\$25.49								
42	Therapy Assistants	\$29.16								
43	Service Coordinators	\$26.60								
44	Classroom Specialists	\$30.33								
45										

**Notes:**

1. Premium pay is defined in Section 18.3
2. Paraeducator Special Assignment per Section 19.6 is 5% above base Para 1 rates.





**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, 2023, and shall remain in effect until August 31, 2024 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1107

BY: Laura Rogers  
Laura Rogers, Chapter President

DATE: 2.20.24

EVERETT SCHOOL DISTRICT #2

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

DATE: 2/20/2024

**LETTER OF AGREEMENT**

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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 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, 2023, and shall remain in effect until August 31, 2024 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1107

BY: Laura Rogers  
Laura Rogers, Chapter President

DATE: 2-20-24

EVERETT SCHOOL DISTRICT #2

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

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The Parties agree on the following for Emergency Certificated Substitutes:

The District and the Union agree that the Paraprofessional role is an essential support function of certificated teachers. If the District is not able to staff a certificated position, in person, relative to a regular school day and a certificated substitute employee is not available, the District may ask current Paraeducators, who hold an active Emergency Substitute Teacher Certificate and agree, to cover an unfilled certificated position.

The District will also inform the Paraeducator asked to cover as an emergency substitute teacher the plan for coverage for their Paraeducator position.

Paraeducators who work as an Emergency Certificated Substitute will be compensated at the certificated substitute teacher rate or their hourly rate, whichever is greater.

This Letter of Agreement shall become effective September 1, 2023, and shall remain in effect until August 31, 2024 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAP CHAPTER #1107

BY: Laura Rogers  
Laura Rogers, Chapter President

DATE: 2.20.24

EVERETT SCHOOL DISTRICT #2

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

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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

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