

COLLECTIVE BARGAINING AGREEMENT BETWEEN
EDMONDS SCHOOL DISTRICT #15
AND
CLASSIFIED SUPPORT STAFF OF EDMONDS #1127

SEPTEMBER 1, 2022 - AUGUST 31, 2026



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

This Agreement is made and entered into between Edmonds School District Number 15 (hereinafter "District") and Classified Support Staff of Edmonds, an affiliate of Public School Employees of Washington (hereinafter "Association").

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.59.020(c)(i)(ii).

Section 1.3.

Upon receipt of a reasonable request, the District will provide the Association changes to job descriptions of employees described in Section 1.4.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all regular employees occupying positions listed in Schedule B.

Section 1.5.

Individuals who work in any one position for ninety (90) consecutive calendar days, excluding Winter Break and Spring Break, shall become a regular employee with all Association rights, wages, and benefits for the remainder of the school year only.

A R T I C L E I I

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the Collective Bargaining Agreement (2022-2026) Edmonds CSS #1127 and the Edmonds School District #15



1 right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge,
2 demote, or take other disciplinary action against employees; and the right to release employees from duties
3 because of lack of work or for other legitimate reasons. The District shall retain the right to maintain
4 efficiency of the District operation by determining the methods, the means, and the personnel by which
5 operations undertaken by the employees in the unit are to be conducted. The District will not assign any
6 bargaining unit work as defined in Article I to non-bargaining unit employees.

7
8 The District and the Association will meet prior to September 1, 2019, to update the previously published
9 document titled "Considerations for the Use of Volunteers at School". Once this document is updated, it
10 will be distributed to all buildings.

11
12 **Section 2.2.**

13 The right to make appropriate rules and regulations shall be considered acknowledged functions of the
14 District. In making rules and regulations relating to personnel policies, procedures, and practices, and
15 matters of working conditions, the District shall give regard and consideration to the rights of the
16 Association and the employees and to the obligations imposed by this Agreement.

17
18
19
20 **ARTICLE III**

21
22 **RIGHTS OF EMPLOYEES**

23
24 **Section 3.1.**

25 It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of
26 penalty or reprisal, to join and assist the Association.

27
28 **Section 3.1.1.**

29 The Association agrees to meet promptly with any employee(s) who indicates dissatisfaction with
30 the performance or services of the Association.

31
32 **Section 3.2.**

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

35
36 **Section 3.3.**

37 Employees of the unit subject to this Agreement have the right to have Association Representation at
38 meetings between themselves and supervisors or other representatives of the District as hereinafter
39 provided by Article XI and Article XV. Nothing in this Article is intended to prevent supervisors from
40 meeting with employees individually regarding regular routine work matters.

41
42 When asked to a meeting the employee has the right to ask and be told the subject matter of the meeting.
43 If the meeting could result in disciplinary action, the notification must be given twenty-four (24) hours in
44 advance to allow for the arrangement of Association representation.

45
46 **Section 3.4.**

47 Neither the District, nor the Association, shall discriminate against any employee subject to this
48 Agreement, on the basis of race, creed, color, gender, sexual orientation, gender identity, veteran status,
Collective Bargaining Agreement (2022-2026)
Edmonds CSS #1127 and
the Edmonds School District #15



1 national origin, age, religion, disability, marital status, or any other basis prohibited by law or Edmonds
2 School District policy, unless based upon a bona fide occupational qualification; provided, that the
3 prohibition against discrimination because of handicap shall not apply if the handicap prevents the safe,
4 proper, or efficient performance of the employee's duties.

5
6 **Section 3.5.**

7 Each employee's performance evaluation(s) will be reviewed with that employee. The employee will sign
8 the performance evaluation(s). The employee's signature will indicate only that the employee has seen the
9 evaluation(s). A performance evaluation will not affect step placement on Schedule A of this Agreement.

10
11 At any time during the year, if a supervisor is concerned that an employee's performance is unsatisfactory,
12 the supervisor will discuss the performance concerns with the employee and state the performance
13 expectations.

14
15 **Section 3.6.**

16 An employee may be evaluated at any time on District-approved forms, provided, however, each
17 employee shall be evaluated at least once annually, no later than May 31.

18
19 **Section 3.6.1.**

20 The site administrator may provide written comments.

21
22 **Section 3.6.2.**

23 The employee may attach his/her own written comments to the evaluation, provided such
24 attachment is presented within five (5) workdays of the date of the evaluation.

25
26 **Section 3.6.3.**

27 If an evaluator determines that an employee's performance needs improvement, the evaluator in
28 consultation with Human Resources, will develop and present an improvement plan to such
29 employee, provided that this Article shall not be construed in any way as prohibiting the District
30 from dismissing an employee whose performance is determined to be unsatisfactory. Any such
31 dismissal shall be in accordance with Section 11.1 of this Agreement.

32
33 **Section 3.7.**

34 It shall be the goal of the District to notify Paraeducators of tentative placement and the number of hours
35 assigned as soon as practicable, by August 15, if possible.

36
37 **Section 3.8.**

38 The District may employ classified personnel to supervise school children in non-instructional activities
39 and in instructional activities while under the supervision of a certificated employee. Under the
40 supervision of a certificated employee does not necessarily mean that the certificated employee is in the
41 classroom. This means a Paraeducator may be supervising children with means to call administration or a
42 certificated employee for assistance.

43
44 When a certificated substitute is not obtained and a Paraeducator is utilized to supervise a classroom of
45 students, the Paraeducator shall be made aware of the certificated staff member supervising their work and
46 who their primary support contact is and how the Paraeducator is to reach them if needed. The primary
47 support contact will make every attempt to check on the Paraeducator every hour. If a Paraeducator is
48 utilized to supervise when no substitute was obtained for the day, the Paraeducator has a right to request a

1 meeting with the building principal to review the building’s substitute unavailability plan to better
2 understand what led to the occurrence.

3
4 Paraeducators shall not be required to develop lesson plans.

5
6 **Section 3.8.1. Paraeducator Compensation.**

7 When a classroom does not have a designated/assigned substitute teacher in the classroom and the
8 sub unavailability plan has been exhausted, the Paraeducator or Paraeducators assigned to the
9 classroom for two (2) or more hours shall each be compensated for that time an additional five
10 dollars (\$5) per hour.

11
12 **Section 3.9.**

13 Paraeducators shall not be required to transport students in privately owned vehicles.

14
15 **Section 3.10.**

16 The District shall maintain a single personnel file for each employee which shall be kept in the Human
17 Resources Division and shall be controlled by the Executive Director of Human Resources or his/her
18 designee. The employee shall have the right to review his/her personnel file in the presence of a Human
19 Resources administrator at a time and place mutually agreeable. Such review may be done in the company
20 of a person of the employee's choosing. A copy of any complaint and/or derogatory material relating to an
21 employee must be given to the employee before the material is placed in the personnel file. The employee
22 shall have the exclusive right to attach a signed and dated response to any such material; such written
23 response must be presented for attachment within ten (10) calendar days of the date the material was
24 received by the employee. After two (2) years, at the request of the employee, any warning or reprimand
25 shall be removed from the District personnel file, provided that no subsequent warning(s) or reprimand(s)
26 have been issued the employee during that period.

27
28 Notices of disciplinary action relating to the following shall not be subject to removal from the personnel
29 file:

- 30 ▪ Sexual abuse or sexual harassment of students or other persons.
- 31 ▪ Sexual contact with students.
- 32 ▪ Violence, unnecessary use of force, or physical abuse directed at students or other
33 persons.
- 34 ▪ Racial, ethnic, or sexual slurs.
- 35 ▪ Improper off-duty conduct involving students.

36
37 **Section 3.10.1. Supervisor Files.**

38 An employee’s supervisor may maintain a supervisory file at his/her worksite. The supervisory
39 file is kept for the purpose of containing material pertinent to the employee’s performance and for
40 completion of an employee’s evaluation(s). The supervisory file will be open for review by the
41 employee upon request of the employee to set a mutually agreeable time for such review.

42
43 The supervisor’s file may be maintained as long as the supervisor has the responsibility for
44 evaluating the employee’s performance at the worksite or program. When those responsibilities
45 end, the contents of the file will be forwarded to Human Resources.



1 **Section 3.11.**

2 When health and safety concerns arise, the employee will first attempt to work out such concerns at the
3 building level. If the employee is not satisfied that a resolution is reached, he/she will notify the
4 Association President who will assist in taking the concern to the District Safety Committee. If the
5 employee is not satisfied that a resolution is reached, the employee may meet with the Superintendent or
6 designee.

7
8 **Section 3.12. Sharing Student Information.**

9 An employee who works directly with a student on an Individual Education Plan (IEP) may request a copy
10 of the annual memo from Student Services to Administrators and Certificated Staff regarding the sharing
11 of non-protected and/or pertinent information. The memo outlines how to share information with
12 Paraeducators who work directly with students with a behavior intervention plan (BIP) as part of their
13 individual education plan (IEP).

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17 **ARTICLE IV**

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19 **RIGHTS OF THE ASSOCIATION**

20
21 **Section 4.1.**

22 The Association has the right and responsibility to represent the interests of all employees in the unit and
23 to present its views to the District on matters of concern.

24
25 **Section 4.2.**

26 The Association has the right to have an observer at hearings conducted by any District official or body
27 arising out of grievance after an initial discussion between the employee and a supervisor unless the
28 employee objects in writing.

29
30 **Section 4.3.**

31 With two (2) weeks prior notification to the District in regard to each specific action, the Association may
32 delegate any responsibility contained herein to an appropriate official of the Association.

33
34 **Section 4.4.**

35 During the term of this Agreement, the District will quarterly provide the Association President and the
36 Association’s State Membership Department (membership@pseofwa.org) with the name, hire date, hourly
37 rate and hours per day worked by employees in the bargaining unit. Newly hired employees’ information
38 will be provided on a monthly basis.

39
40 **Section 4.5.**

41 A representative of the Association, upon a request being approved by the Superintendent of Schools or
42 designee, shall have access to the District premises during business hours, provided that the Association
43 representative will in no way hamper or obstruct the employee(s) normal work.

44
45 Visitation rights shall be granted to the designated representative of the Public School Employees of
46 Washington to visit with employees in the appropriate bargaining unit for purposes of grievance
47 procedures and/or general information data, as long as it does not disrupt normal school activities. The
48 visiting delegate shall notify the building principal or supervisor of his/her arrival.



1 **Section 4.6.**

2 The information posted/presented by the Association is the responsibility of the officials of the
3 Association. The Association may use employee mailboxes and District mail services for communication
4 information, except for bargaining surveys, grievance information, Association financial information and
5 election ballots. Information shall be approved by an Association official and Human Resources Director
6 for Classified Staff before it is posted. There shall be no other distribution or posting by employees or the
7 Association of pamphlets, advertising, political matters, notices of any kind, or literature other than herein
8 provided. The District e-mail system may be used to direct Paraeducators to external Association links and
9 in compliance with related District policies and regulations.

10
11 **Section 4.6.1. Bulletin Boards.**

12 The District shall provide space on existing bulletin boards in each building for the use of the
13 Association. The bulletins posted by the Association are the responsibility of the officials of the
14 Association. Each bulletin shall be signed by the Association official responsible for its
15 posting. Unsigned Association notices or bulletins may not be posted. There shall be no other
16 distribution or posting by employees or the Association of pamphlets, advertising, political matters,
17 notices of any kind, or literature other than herein provided.

18
19 **Section 4.6.2. Prompt Removal of Notices.**

20 The responsibility for the prompt removal of notices from the bulletin boards after they have served
21 their purpose shall rest with the individual who posted such notices.

22
23 **Section 4.7.**

24 No rival organization shall enjoy any of the rights contained herein except as provided by law.

25
26 **Section 4.8. Contracting Out Paraeducator Work.**

27 If the District determines there is a need to contract out specialized Paraeducator work, it will notify the
28 Association within ten (10) days after the decision is made.

29
30 **Section 4.9. Association Release Time.**

31 Classified employees who are duly authorized by the Association and District and who are mutually
32 scheduled by the parties to participate during working hours in meetings shall suffer no loss of pay for
33 attendance at said meeting, provided no overtime will be paid. Employees may take Association leave or
34 use flex time to attend meetings and the Association shall pay for a substitute if one is needed.

35
36 **Section 4.9.1. Association Business Leave.**

37 Employees who are duly authorized by the Association and District shall be granted Association
38 business release time up to a maximum of ten (10) days per school year, for the purpose of
39 conducting Association business not related to the District. The Association shall reimburse the
40 District the cost of the employees' wages and benefits. Six (6) of these days must be taken in
41 whole or half days. The remaining four (4) days may be utilized in one (1) hour increments by up
42 to three (3) previously identified and approved Association members for the purposes of
43 supporting 4.13 of this Agreement.

44
45 **Section 4.10.**

46 Employees shall be provided a secure place at their worksite for personal belongings (purses, coats, etc.)
47 including keys or codes, if necessary, to access that secured place and their regular workspaces during
48 their regular working hours.

1 **Section 4.11.**

2 The Association may use employee mailboxes for communication to employees provided that a copy of
3 each item so distributed, except bargaining surveys, grievance information, Association financial
4 information, and Association election ballots, is delivered to the Human Resources Director at the time of
5 the distribution.

6
7 **Section 4.12. New Employee Orientation.**

8 New employees will be provided an opportunity to meet with an Association representative for thirty (30)
9 minutes during the first ninety (90) days of the employee’s start date. The thirty (30) minutes will occur
10 during the new employee’s work shift as paid time. These opportunities will occur during new employee
11 orientation, when possible.

12
13
14 **ARTICLE V**

15
16 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

17
18 **Section 5.1.**

19 It is agreed and understood that matters appropriate for negotiation between the District and the
20 Association are hours, wages, grievance procedures and working conditions of employees in the
21 bargaining unit subject to this Agreement. The District will bargain with the Association regarding the
22 Traditional School Calendar prior to adoption. The District agrees to reopen the contract to negotiate the
23 work year calendar if the District adds or subtracts days to the current one hundred eighty (180) student
24 instructional days on the school calendar, prior to adoption.

25
26 **Section 5.2. Labor Management Meetings.**

27 Representatives of the Association and District shall meet and confer at least quarterly throughout the
28 school year to consider issues of concern which may be raised by either party. Upon mutual agreement,
29 the parties may cancel any meeting. The Association Labor Management Committee shall consist of
30 members of the Association, selected by the Association, who shall meet with the Director of Human
31 Resources for Classified Staff and/or his/her designated representatives on a mutually agreeable, regular
32 basis to discuss appropriate matters.

33
34
35 **ARTICLE VI**

36
37 **HOURS OF WORK AND OVERTIME**

38
39 **Section 6.1.**

40 The normal work week shall consist of five (5) consecutive days, Monday through Friday. The work
41 week shall be described and paid as worked.

42
43 **Section 6.2.**

44 Each employee shall be assigned to a definite and regular shift and work week with designated terms of
45 beginning and ending, which shall not be changed without prior notice to the employee of one (1) work
46 week, except in emergency situations or when the District determines that the unique nature of a position
47 requires a flexible schedule.



1 **Section 6.2.1.**

2 Following submission of the State Report in November, the District will provide, to each
3 employee, the following information: hourly wage, hours, and insurance entitlement.
4

5 **Section 6.3.**

6 Each shift in excess of five (5) hours per day shall include an unpaid uninterrupted lunch period from
7 thirty (30) to sixty (60) minutes duration, as determined by the building administrator, as near the middle
8 of the shift as possible. Each shift of three and one-half (3½) to five (5) hours may include an unpaid
9 uninterrupted lunch period from thirty (30) to sixty (60) minutes duration, as determined by the building
10 administrator, as near the middle of the shift as possible. Each shift of less than three and one-half (3½)
11 hours per day shall not be subject to a mandatory unpaid lunch period.
12

13 **Section 6.4.**

14 Each employee who works at least three and one-half (3½) hours per day will receive a fifteen (15) minute
15 rest period. A second rest period of fifteen (15) minutes duration will be provided each employee who
16 works seven and one-half (7½) hours per day.
17

18 **Section 6.5.**

19 An employee required to work through his/her regular lunch period will be given time to eat at a time
20 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
21 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
22 compensated for the foregone lunch period at the overtime rate.
23

24 **Section 6.6.**

25 In the event of an unscheduled school closure, the District will request the Emergency Communications
26 System to announce such closure.
27

28 **Section 6.6.1. Late Start Emergency Leave.**

29 On two (2) hour late start days, when staff are precluded from arriving on time due to safety
30 reasons, i.e., icy roads, downed power lines or trees, flooding, etc., they may utilize emergency
31 leave (Section 8.7) provided they arrive thirty (30) minutes prior to students start time. Employees
32 must enter their leave through the absence management system prior to the start of their work shift
33 for the appropriate amount of time in order to arrive at least thirty (30) minutes prior to start time.
34 Any absence reported during the delayed school day would be reported per normal absence report
35 expectations.
36

37 **Section 6.7. Overtime.**

38 An employee who is authorized overtime by the Superintendent or designee and works more than forty
39 (40) hours per week shall be compensated at the rate of one and one-half (3½) times the employee's base
40 pay. Should both parties mutually agree that compensatory time will be provided in lieu of compensation,
41 such compensatory time will be provided at the rate of one and one-half (3½) times the overtime worked.
42

43 **Section 6.7.1.**

44 An employee called back on a regular workday shall receive no less than two (2) hours pay at the
45 appropriate rate.
46

47 **Section 6.8.**

48 An employee who is authorized by the Superintendent or designee to work extra time, beyond the
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the Edmonds School District #15



1 regularly assigned time (exclusive of overtime work), shall be compensated for such extra time at the
2 regular rate of pay. Should both parties mutually agree, in writing, that flex time will be provided in lieu
3 of compensation, such flex time will be equal to the extra time worked.
4

5 **Section 6.9. Professional/Program Enhancement Hours.**

6 Annually during the life of this Agreement, each employee who is employed by the District on
7 November 15 shall have the option of working up to an additional twenty (20) enhancement hours at the
8 regular rate of pay. Each employee who is hired between November 16 and January 31 shall have the
9 option of working up to an additional ten (10) enhancement hours at their regular rate. Upon hire, the
10 District may assign up to four (4) of the allocated enhancement hours for orientation and training.
11 Enhancement hours are to be used for additional training or activities that promote and enhance the
12 building educational program but are not intended to be used for training in preparation for another career
13 field (such as obtaining teacher or ESA certification). The use of such additional hours must be approved
14 by the building or program administrator.
15

16 For employees newly hired who have not completed their Fundamental Course of Study (FCS) as required
17 in accordance with RCW 28A.413.040, the District will provide the additional enhancement hours needed
18 to complete the Fundamental Course of Study up to twenty one (21) hours for asynchronous training and
19 up to seven (7) hours for synchronous training. Employees are required to complete the Fundamental
20 Course of Study (FCS) within their ninety (90) day probationary period, provided that the District offers
21 the seven (7) hours of synchronous training within those ninety (90) days.
22

23 **Section 6.10.**

24 The work year shall consist of one hundred eighty (180) student days and three (3) additional workdays as
25 follows:

- 26 • One (1) non-student workday prior to the first day of the school year.
 - 27 • Two (2) non-student workdays designated as professional development per Section 6.12.
- 28

29 **Section 6.10.1.**

30 Additional days in Section 6.10 are included in the annualized pay assignment based on the
31 employee's average daily hours and their regular rate of pay. These days will be counted towards
32 benefit calculations.
33

34 **Section 6.10.2.**

35 An example of the calculation to determine average daily hours is: A Paraeducator who works 6.0
36 hours per day Monday through Thursday and 1.5 hours on Friday works a total of 25.5 hours per
37 week. (6.0 hours per day x 4 days + 1.5 hours ÷ 5 = 5.1 Average Daily Hours.) The employee
38 would work 5.1 additional hours on a non-student workday.
39

40 **Section 6.11. Optional Days.**

41 Employees with sixteen (16) or more years of continuous service shall have the option, with employee-
42 supervisor agreement, of working two (2) additional days at their regular rate of pay. Employees may
43 work less than but not more than their regularly assigned hours. Hours worked must be submitted on a
44 payroll timesheet and shall not exceed two (2) calendar days.
45

46 **Section 6.12. Professional Development Days.**

47 Employees must complete an additional seventy (70) clock hours to fulfill the requirements of the General

1 Paraeducator Certificate (GPC) beyond the twenty eight (28) hours required with the Fundamental Course
2 of Study. In the interest of providing the needed professional development opportunities for
3 Paraeducators, during each year of the contract term employees who have not completed their General
4 Paraeducator Certificate (GPC) will have two (2) additional days added to their base work year for the
5 purpose of attending District or Building-directed training. Employees will be required to participate in
6 the training on these days. The designated dates for the training will be determined by the District.

7
8 Employees who have completed both their Fundamental Course of Study (FCS) and their General
9 Paraeducator Certificate (GPC) will have two (2) days added to their base work year for the purpose of
10 pursuing professional development activities. The decision regarding the professional development
11 activities in which the employee participates will be determined jointly by the supervisor and the
12 employee and can include high demand and required trainings like Safety-care QBS, CPR, etc. The
13 employee and the supervisor will jointly determine when this work will be completed during the work
14 calendar and what the primary focus of the professional development will be using the Paraeducator
15 Advanced Learning Plan in Appendix IV. Part A of the Learning Plan will be completed in September of
16 each year and Part B will be completed along with the employee annual evaluation. Employees who do
17 not work for any portion of the two (2) days will have those hours deducted from their June paycheck.

18
19 **Section 6.12.1. Professional Development Funds.**

20 The District shall establish a professional development fund in the amount of one thousand two
21 hundred dollars (\$1,200) in each year of this agreement in order to provide training opportunities,
22 as outlined in Section 6.12, to be administered in alignment with prescribed District procedures for
23 the use of such funds. At the Association's request, the District will inform the Association of the
24 balance remaining in the professional development fund. Any remaining funds at the end of a
25 school year shall be carried over to the following school year. Unused funds may not be carried
26 over for more than one (1) year.

27
28 **Section 6.13. Email Time.**

29 In recognition of the time needed to stay informed through District email, for the 2022-2023 school year,
30 employees will be provided the equivalent of ten (10) minutes per day within their work schedule for the
31 purpose of reading their District email.

32
33 Beginning with the 2023-2024 school year, employees will be provided the equivalent of five (5) minutes
34 per day within their work schedule for the purpose of reading their District email. Additionally, building
35 administrators will provide designated time during early release Fridays for the purpose of checking
36 emails.

37
38 In the event an employee's work schedule does not include early release time, the employee will work
39 with their building administrator to schedule a weekly time for them to check email. If additional time is
40 required, or after exhausting the allotted time, enhancement hours may be used by submitting a
41 timesheet.

42
43 **Section 6.14. Split Shifts.**

44 The District will avoid split shifts where possible in the assignment of employee hours in a single position.
45 A split shift is defined as a break of two (2) or more hours. This Section is not applicable to employees
46 who apply for more than one (1) position.

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ARTICLE VII

HOLIDAYS

Section 7.1. Holidays.

Subject to the provisions of Section 7.1.1, all employees shall receive the following paid holidays that fall within their work year:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Eve Day | 7. Veterans' Day |
| 2. New Year's Day | 8. Thanksgiving Day |
| 3. Martin Luther King Day | 9. Day after Thanksgiving Day |
| 4. President's Day | 10. Christmas Day |
| 5. Memorial Day | 11. Christmas Eve Day |
| 6. Juneteenth | |

Section 7.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their average daily hours at their regular rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have been compensated for their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday.

An example of the calculation to determine average daily hours is: A Paraeducator who works 6.0 hours per day Monday through Thursday and 1.5 hours on Friday works a total of 25.5 hours per week. (6.0 hours per day x 4 days + 1.5 hours ÷ 5 = 5.1 Average Daily Hours.) Employee compensation for an unworked holiday is 5.1 hours.

Section 7.1.2. Worked Holidays.

Employees who are required to work on the above described holidays shall receive pay at the overtime rate of one and one-half (1½) times the employee's regular rate for all hours worked on such holidays.

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.

Sick leave is to be used for an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care. Sick leave can be used to allow an employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or care for a family member who needs preventative medical care. For the purposes of this Section, a family member will be defined in accordance with RCW 49.46.210.



1
2 Employees may use sick leave for absences that qualify under the domestic violence act, Chapter
3 49.76 RCW.

4
5 Employees are entitled to use accrued sick leave beginning on the nineteenth calendar day after the
6 commencement of employment.

7
8 The District may require employees to give reasonable notice of an absence from work. A doctor's
9 certificate may be required to verify illness whenever an employee is absent more than five (5)
10 consecutive days or in the event of a pattern of regular absences. If the District requires
11 verification, verification must be provided to the employer within a reasonable time period, during
12 or after the leave. The District's requirements for verification may not result in an unreasonable
13 burden or expense on the employee and may not exceed privacy or verification requirements
14 otherwise established by law. Sick leave may be used for doctor or dental appointments when such
15 appointments cannot be scheduled during non-work time. Sick leave periods will begin and
16 terminate on the dates established by the attending physician.

17
18 Sick leave shall be earned based upon one (1) day per month worked to a maximum of twelve (12)
19 days per year; provided, however, no employee shall receive less than ten (10) days for each full
20 school year worked. All accumulation shall be based on average daily hours worked. Deduction
21 of sick leave shall be based on the employee's scheduled workday.

22
23 An example of the calculation to determine average daily hours is: A Paraeducator who works 6.0
24 hours per day, Monday through Thursday, and 1.5 hours on Friday, works a total of 25.5 hours per
25 week. (6.0 hours per day x 4 days + 1.5 hours 5 = 5.1 Average Daily Hours.) Employees would
26 accrue 51.0 hours of sick leave.

27
28 **Section 8.1.1.1. Attendance Incentive Program -- Annual Conversion.**

29 Provided that RCW 28.A.400.210 is valid and in effect, any employee who at the end of the
30 calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may
31 elect to convert unused sick leave earned the previous year in excess of sixty (60) days to
32 monetary compensation at the rate of twenty-five percent (25%) of the employee's current,
33 regular rate of compensation for each full day of eligible sick leave. Any such election
34 shall be made by written notice to the Human Resources Director during the month of
35 January. Any such annual conversion of accumulated sick leave shall be subject to the
36 terms and limitations of applicable regulations.

37
38 The goal of this program is to reduce absenteeism. Accordingly, continuation of this
39 provision shall be subject to evidence that the program is cost effective.

40
41 **Section 8.1.1.2. Attendance Incentive Program Separation from District Employment.**

42 Provided that RCW 28.A.400.210 is valid and in effect, any employee who separates from
43 District employment during or at the conclusion of a school year and who is an "eligible
44 employee" as defined by RCW 28A.400.210(2) may elect (personally or by his/her
45 personal representative, as appropriate) to convert accumulated unused sick leave days to
46 monetary compensation at the rate of one (1) day's current compensation of the employee
47 for each four (4) full days of accrued sick leave. For the purposes of attendance incentive
48 program use, pursuant to WAC 392-136-075, leave shall accrue to a maximum of one

1 hundred eighty (180) days, and no more than one hundred eighty (180) accrued sick leave
2 days shall be eligible for conversion. Any such conversion shall be subject to the terms and
3 limitations of applicable regulations.
4

5 The goal of this program is to reduce absenteeism. Accordingly, continuation of this
6 provision shall be subject to evidence that the program is cost effective.
7

8 **Section 8.1.2.**

9 In the event an employee is absent for reasons which are covered by Edmonds School District Self-
10 Insured Workers Compensation Program, the District shall comply with the Washington State laws
11 listed under RCW 28A.400.
12

13 **Section 8.1.3.**

14 A new employee, who has accrued sick leave while employed by another public school district in
15 the State of Washington, shall be given credit pursuant to state law for such accrued sick leave if
16 the employee, within the first twenty (20) workdays after hire, provides the District with
17 verification from the former district of the existence and amount of accrued sick leave.
18

19 **Section 8.1.4.**

20 Employees shall be permitted to participate in a Leave Sharing Program consistent with the
21 provisions of RCW 28A.400.380 and WAC 392-126.
22

23 **Section 8.2. Health Leave.**

24 Upon written application to the Superintendent or designee, uncompensated health leave not to exceed one
25 (1) year will be granted to any employee for illness or injury if that employee has exhausted all
26 accumulated sick leave. Such written application must be accompanied by a recommendation from the
27 attending physician or licensed practitioner. All conditions pertaining to the return to duties shall be those
28 described in Sections 8.15 and 8.16.
29

30 **Section 8.3. Bereavement Leave.**

31 An employee shall be allowed five (5) days of leave with full pay, for the death of each member of the
32 employee's immediate family. Immediate family shall include spouse/domestic partner, parents, step-
33 parents, grandparents, grandchildren, children, step-children and siblings of the employee or
34 spouse/domestic partner, or relative living in the employee's place of abode. Only for the purpose of this
35 section, an employee who has been lawfully designated as a legal guardian shall be considered eligible
36 under this Section for leave. Up to an additional one (1) day with pay will be allowed for travel when
37 needed for necessary travel of more than one hundred (100) miles within Washington State. Up to two (2)
38 days with pay will be allowed for travel outside of Washington State. Bereavement travel days shall not
39 exceed two (2) days.
40

41 One (1) day of leave with pay shall be granted an employee for death of other relatives, when the
42 employee attends the funeral or memorial service. An employee shall be allowed up to one (1) day,
43 without pay, for the purpose of attending the funeral or memorial service of a close personal friend.
44 Bereavement leave shall not be deducted from sick leave. Bereavement leave is noncumulative.
45

46 **Section 8.3.1.**

47 Additional leave for bereavement may be granted at the discretion of the District. Such leave shall
48 be without pay.

1
2 **Section 8.4. Critical Family Illness Leave.**

3 An employee shall be allowed three (3) days of leave with full pay, for a situation deemed critical by the
4 attending physician, for each member of the employee's immediate family. Immediate family shall
5 include spouse/domestic partner, parents, step-parents, grandparents, grandchildren, children, step-children
6 and siblings of the employee or spouse/domestic partner, or relative living in the employee's place of
7 abode. Only for the purpose of this Section, an employee who has been lawfully designated as a legal
8 guardian shall be considered eligible under this section for leave. Up to an additional two (2) days with
9 pay will be allowed for travel when needed for necessary travel outside the State of Washington. Such
10 paid leave is noncumulative and shall be deducted from accumulated sick leave. Use of leave under this
11 section shall be confined to situations not covered by Section 8.4.1. Family Medical Leave.

12
13 **Section 8.4.1. Family Medical Leave.**

14 Pursuant to the provisions of the Family and Medical Leave Act (FMLA), the district shall provide
15 appropriate family and medical leave for eligible employees. The current twelve (12) weeks of
16 guaranteed unpaid leave provided by the FMLA, including Washington State Family Leave Act
17 (FLA), shall be considered to run concurrently with any leave provided in this Agreement that fits
18 the reasons for taking this leave under said law.

19
20 **Section 8.4.2. Washington Paid Family and Medical Leave (PFML).**

21 Eligible employees may apply for Washington Paid Family and Medical Leave (PFML) per RCW
22 50A.15.020.

23
24 **Section 8.5. Child Care Leave.**

25 Upon written application to the Superintendent or designee, childcare leave without pay may be granted
26 for up to one (1) year to an employee for the care of a newly born or newly adopted child under the age of
27 eighteen (18). If such childcare leave is granted, the employee shall notify the Superintendent and his/her
28 immediate supervisor as soon as possible of his/her intention to take childcare leave and the planned time
29 for the commencement of that leave. All conditions pertaining to the return to duties shall be those
30 described in Sections 8.15 and 8.16 below.

31
32 **Section 8.6. Personal Leave.**

33 Employees shall be granted up to two (2) days, based on their average daily hours, of noncumulative
34 personal leave with pay per year. Personal leave is not interchangeable with Emergency Leave.

35
36 An example of the calculation to determine average daily hours is: A Paraeducator who works 6.0
37 hours per day Monday through Thursday and 1.5 hours on Friday works a total of 25.5 hours per
38 week. (6.0 hours per day x 4 days + 1.5 hours ÷ 5 = 5.1 Average Daily Hours.) Employees would
39 be granted 10.2 hours of personal leave.

40
41 An employee requesting personal leave shall make application on forms provided in each school at least
42 three (3) days in advance of such leave, if possible, but in no event more than one (1) day after he/she
43 returns to work following the leave. The Superintendent or his/her designee shall review and approve or
44 disapprove each application for personal leave.

45
46 Effective September 1, 2022, as an incentive to reduce the use of personal leave, each employee who did
47 not use one or both of their personal leave days during the employee work year and has a personal leave
48 balance of three (3) or more hours, will have the option to be cashed out at the current Level 1, Step 1,
Collective Bargaining Agreement (2022-2026)
Edmonds CSS #1127 and
the Edmonds School District #15



1 Paraeducator hourly rate of pay for the unused personal leave balance. The employee's personal leave
2 balance must be no less than three (3) hours to be cashed out. Request for cash out of unused personal
3 leave must be submitted to payroll on the designated form by June 30 of each year. Payment of cash out
4 will occur on the August payroll. The employee will not be eligible for this compensation if the employee
5 was in unpaid status at any time during the school year. The employee shall not be required to state
6 reasons for the leave beyond the term "personal".

7
8 **Section 8.7. Emergency Leave.**

9 Employees shall be granted up to two (2) days of noncumulative emergency leave with pay per year when
10 a request for such leave meets the criteria below. Approved emergency leave shall be deducted from
11 accumulated sick leave. Emergency leave is not interchangeable with Personal Leave.

12
13 Criteria for Emergency Leave:

- 14
- 15 • A problem exists that is not minor in nature or for mere convenience of the employee
- 16 • A problem exists that was suddenly precipitated so that preplanning was not possible
- 17

18 Participation in or attendance at recreational or sporting activities or travel related to such activities shall
19 not be valid reasons for emergency leave. An employee requesting emergency leave shall make
20 application on forms provided in each school at least three (3) days in advance of such leave, if possible,
21 but in no event more than one (1) day after he/she returns to work following the leave and shall provide
22 the reasons for the request on such form, certifying that the problem attendant with the request could not
23 be handled outside of the regular workday.

24
25 Employees who take emergency leave for reasons which do not meet the above criteria will be subject to
26 appropriate disciplinary action. The Superintendent or his/her designee shall review and approve or
27 disapprove each application for emergency leave.

28
29 **Section 8.8. Judicial Leave.**

30 In the event an employee is summoned to serve as a juror or appear as a witness in court for the District, or
31 is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day
32 of required presence in court; provided, however, that any compensation received for such service shall be
33 paid to the District. Such repayment shall not exceed the employee's normal daily pay.

34
35 **Section 8.9. Leave of Absence.**

36 The Superintendent or designee may, upon the employee's written request, grant a leave of absence for a
37 period not to exceed one (1) year, without pay, to an employee who has completed two (2) or more years
38 of cumulative service with the District. Leave of Absence shall not be granted for an employee to work
39 another job. The employee must make application for leave. Such application must be in writing to the
40 Superintendent or designee.

41
42 **Section 8.10. Military Training/Duty Leave.**

43 Up to twenty-one (21) annual days of military training/duty leave will be granted when an employee who
44 is a member of the National Guard or any Reserve Branch of the Armed Forces of the United States is
45 ordered to active duty. This military leave will be granted without loss of pay or other benefits. Military
46 leave will not be granted when the employee has choices of time for training/duty and one of the times is
47 not in conflict with his/her normal workdays.

- 1 1. Employees must be granted a military leave of absence without pay for service in the uniformed
2 services of the United States or the state, and to reinstatement as provided in Chapter 73.16 RCW,
3 and WAC 367-31-370.
- 4
- 5 2. No adjustments are made to the seniority date, anniversary date, unbroken service date, vacation
6 leave accrual rate, or periodic increment date while an employee is on paid military leave or a
7 military leave of absence without pay or any combination thereof.
- 8
- 9 3. An employee whose spouse is being called into active duty will receive up to fifteen (15) days of
10 unpaid leave in accordance with the Washington State Family Military Leave Act.
- 11

12 **Section 8.11. Domestic Violence Victims--Employment Leave.**

13 Pursuant to RCW 49.76.030, employees will be granted domestic violence victims employment leave.

14

15 **Section 8.12. Religious Leave.**

16 Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or
17 an organized activity conducted under the auspices of a religious denomination, church, or religious
18 organization, in accordance with RCW 1.16.050. An employee requesting to take leave for religious
19 purposes must submit written notification to Human Resources for review at least five (5) workdays in
20 advance of the requested leave.

21

22 **Section 8.13. Job-Related Injury.**

23 All employees must report immediately an industrial injury to the supervisor.

- 24
- 25 1. No employee shall return from a job-related injury to an assigned position or assume another
26 position without proper release from the appropriate medical provider.
- 27
- 28 2. When an employee is eligible for time loss benefits, the employee may use his/her accrued sick
29 leave to supplement the time loss benefits so that both payments combined will equal the
30 employee's regular salary. Any overpayment to the employee shall be repaid to the District by
31 the employee.
- 32
- 33 3. Where the District determines that light duty work is available, a regular employee who is
34 approved by his/her physician to return to work for the light duty assignment may perform light
35 duty. The employee will receive a reduced wage rate during the regular employee's assignment
36 to a light duty schedule. Such light duty wage rate shall be determined by the District based on
37 the duties the regular employee is approved to perform by his/her physician.
- 38

39 **Section 8.14. Other Discretionary Leave.**

40 An absence of short duration, not to exceed five (5) days, for reasons other than those specified in this
41 Agreement may be granted, without pay, at the discretion of the Superintendent or designee.

42

43 **Section 8.15. Notice.**

44 An employee who desires to return to work from a leave or extend an approved leave shall notify Human
45 Resources prior to reinstatement or extension. Such notification should be made as soon as the requested
46 date of return is known, but in any event, no later than seven (7) calendar days prior to the expiration of
47 such leave or the requested date of return to work. An employee returning from health leave shall submit
48 a physician's or licensed practitioner's statement of fitness for full duty; the District may require an
49 employee to submit to examination by a doctor of its choosing at its expense before an employee returns to

1 work from a health leave or any other time the fitness of an employee to perform his or her duties is in
2 question.

3
4 In the event an employee who has been granted a leave does not make application to return to work or
5 extend the leave in accordance with the provisions contained in this Section, the employee shall forfeit all
6 rights to reinstatement of employment with the District.

7
8 In the event an employee who has been granted a leave submits an application to return to work prior to
9 the scheduled termination of such leave, the District shall have total discretion in regard to reinstatement
10 prior to the scheduled date of reinstatement.

11
12 **Section 8.16. Assignment Upon Return from Leave.**

13 An employee returning to work from a leave will be assigned to the position occupied before the leave or
14 to a position substantially equal to that held prior to the leave. An employee hired to fill a position held by
15 an employee on leave will be subject to all rights and duties contained in this Agreement, except that
16 seniority rights shall not accrue nor apply. The District shall inform replacement employees of these
17 provisions.

18
19 **Section 8.17. Benefits.**

20 An employee will retain accrued sick leave, accrued vacation rights and seniority rights while on
21 uncompensated leave. However, vacation credits, sick leave, and other benefits shall not accrue while the
22 employee is on uncompensated leave.

23
24 Health insurance and other insurance benefits provided through the District shall remain in force for the
25 initial twelve (12) weeks of health leave, family leave and childcare leave, inclusive of any compensated
26 leave, provided the District may recover the cost of insurance premiums if the employee fails to return
27 from such leave. For the remainder of the period of uncompensated leave, health insurance and other
28 insurance benefits provided through the District may remain in force throughout the leave period, at the
29 employee's discretion, by the employee submitting to the District the monthly premium in advance of each
30 payment due date, provided such continuation of benefits is allowed by the insurance carrier.

31
32
33
34 **ARTICLE IX**

35
36 **PROBATION, SENIORITY, LAYOFF AND DISPLACEMENT PROCEDURES**

37
38 **Section 9.1.**

39 Each new hire (including transferees from other districts), excluding employees who are moved to a higher
40 paid position, shall remain in a probationary status for a period of not more than ninety (90) calendar days
41 following the hire date, exclusive of summer recess. Upon approval from Human Resources, the
42 probationary period may be extended for an additional thirty (30) calendar days. During the probationary
43 period, the retention of the individual shall be solely and entirely within the discretion of the District.

44
45 **Section 9.1.1.**

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

1 **Section 9.2. Seniority.**

2 The seniority of an employee within the bargaining unit shall be established as of the date on which the
3 employee began continuous daily employment (hereinafter "hire date") in the bargaining unit unless such
4 seniority shall be lost as hereinafter provided.

5
6 **Section 9.2.1.**

7 In the event that two (2) or more employees have the same hire date within a general job
8 classification, seniority shall be determined by lot.

9
10 **Section 9.2.2.**

11 The seniority rights of an employee shall be lost for the following reasons:

- 12 A. Resignation
- 13 B. Discharge
- 14 C. Retirement or
- 15 D. Failure to return to work in response to a call-back from layoff

16
17 **Section 9.2.3.**

18 Seniority rights shall not be lost for the following reasons:

- 19 A. Time lost by reason of industrial accident
- 20 B. Time lost by reason of industrial illness
- 21 C. Time lost by reason of jury duty
- 22 D. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
23 United States
- 24 E. Time spent on other authorized leave as provided in this Agreement or
- 25 F. Time spent on layoff status as provided in this Agreement

26
27 **Section 9.2.4.**

28 Seniority rights shall be effective within each general job classification. As used in this
29 Agreement, general job classification is as set forth in Article I, Section 1.4 of this Agreement.

30
31 **Section 9.3. Longevity.**

32 The longevity of an employee shall be determined from the employee's hire date.

33
34 **Section 9.3.1.**

35 An employee who transferred to the District from another district or is returning to the District
36 following a break in service, must notify the District in writing within thirty (30) calendar days of
37 hire that longevity credit is sought for years of service in our District or another district. The
38 notification must provide verification from the other district of:

- 39 A. Previous position
- 40 B. Date of service in the position and
- 41 C. Breaks in service, if any

42
43
44 The validity of previous experience shall be determined by the District and decisions are not
45 subject to the grievance procedure. An employee who fails to provide the required written
46 notification shall be deemed to have waived any right to such longevity credit as might otherwise
47 be available.



1 **Section 9.3.2.**

2 For an employee who transfers to the District and who timely furnishes the verification required by
3 Section 9.3.1, the District shall adjust the employee's longevity to include years of comparable
4 service in our District or at another District in the State to the extent that the transferring employee
5 would have received service credit for such comparable service had the employee been employed
6 by the District.
7

8 **Section 9.4. Layoff Procedures.**

9 The term "layoff" shall mean termination from employment for other than disciplinary or performance
10 reasons.
11

12 **Section 9.4.1.**

13 The District may identify up to five percent (5%) of the employees in the bargaining unit as
14 holding key positions and thereby exempt such employees from the provisions of the sections of
15 this Agreement pertaining to layoff. The District shall have the right to maintain such employees
16 without regard to seniority. With the exception of the employees above, the employee with the
17 least seniority in a general job classification shall be the first to be laid off, unless the District
18 determines that seniority should not prevail because a junior employee possesses skill, ability and
19 qualifications greater than a senior employee.
20

21 **Section 9.4.2.**

22 In the event of layoffs, the District will provide the Association with the following information as
23 soon as practicable after the extent of the layoff is known:

- 24 A. Current bargaining unit seniority list
 - 25 B. Names of employees to be laid off
- 26

27 **Section 9.4.3.**

28 Those employees who are designated to be laid off will be notified in writing as soon as practicable
29 after the extent of the layoff is known. Such notification shall include:

- 30 A. Individual seniority position within the bargaining unit
 - 31 B. Reason(s) for layoff
 - 32 C. Availability of those employee benefits of which the District is aware at the time of
33 layoff
- 34

35 **Section 9.4.4.**

36 Employees who are laid off may retain retirement benefits in accordance with the rules of the
37 retirement system.
38

39 **Section 9.5. Recall Procedures.**

40 Employees who are laid off will be placed on a re-employment list in order of seniority in a general job
41 classification, provided that such employee makes application for placement on the re-employment list in
42 writing within ten (10) working days after the effective date of the layoff. Such application shall include
43 the name, address and telephone number of the employee and shall be renewed in writing every year
44 during the time the employee is in layoff status. Employees in a layoff status who fail to renew their
45 application within the specified time period, or who fail to notify the District of change of address or
46 telephone number, shall forfeit all rights to re-employment. Employees in a layoff status shall remain on
47 the re-employment list for up to two (2) years.
48

1 **Section 9.5.1.**

2 When there is an employee(s) in layoff status, all open positions shall be first made available only
3 to employees in layoff status and those employees with three (3) or more years of seniority in the
4 bargaining unit.
5

6 **Section 9.5.2.**

7 When an individual in layoff status is offered re-employment with the District, he/she may refuse
8 the first offer of re-employment without penalty, provided that the individual refuses such offer
9 within twenty-four (24) hours of such offer. After refusing the first offer of re-employment, an
10 individual in layoff status shall forfeit all rights to re-employment with the District if the individual
11 does not accept the next offer of re-employment within twenty-four (24) hours of the receipt of
12 such offer.
13

14 **Section 9.5.3.**

15 The most senior employee in layoff status shall receive preferential consideration regarding recall
16 from layoff to an open position when skill, ability or qualifications are substantially equal to a less
17 senior employee in layoff status. Employees recalled from layoff shall begin, effective with the
18 first day of work in the new assignment, a secondary probationary period of sixty (60) calendar
19 days duration. During the secondary probationary period, the retention of the employee in the
20 newly assigned position shall be solely and entirely at the discretion of the District. If the District
21 determines that the employee is unsuccessful or is likely to be unsuccessful in the assigned
22 position, the employee may be returned to the layoff pool for a possible later assignment according
23 to provisions of this Article.
24

25 **Section 9.5.4.**

26 Employees in layoff status shall receive payment for time previously worked and accrued vacation
27 with their first paycheck following layoff, if possible, but in any event no later than the next
28 succeeding paycheck.
29

30 **Section 9.6. Displacement Procedure.**

31 The term "displacement" shall mean the reassignment of an individual employee or employees due to
32 elimination or reallocation of Paraeducator hours at a given site or program as a result of school closure,
33 program elimination or based on financial/student/program needs. Employees will be displaced from their
34 site or program by their District seniority (as defined by Section 9.2 herein) with the least senior employee
35 at the site or program being displaced first because hours will not be available.
36

37 **Section 9.6.1.**

38 In the event employees are displaced pursuant to Section 9.6, and the number of displaced
39 employees exceeds the number of vacant positions available on the first Monday following Labor
40 Day, then employees will be laid off equal to the number of displaced employees for which no
41 available vacant position exists. Layoff shall be according to seniority with the least senior
42 employee being laid off first.
43

44 **Section 9.6.1.1.**

45 Vacant positions will be listed in the Human Resources Division. By June 15 of each year,
46 displaced employees shall indicate at least three (3) of these vacant positions in which they
47 are interested. Displaced employees shall submit a completed Paraeducator Displacement
48 Form (Appendix I) outlining their qualifications. Interviews will be conducted according to

1 seniority with the most senior displaced employee being interviewed first; the second most
2 senior displaced employee interviewed second and so on. A displaced employee who fails
3 to indicate interest in at least three (3) vacant positions and who fails to submit a completed
4 Paraeducator Displacement Form by June 15 shall forfeit all rights of employment with the
5 District. Forfeiture of this Section does not affect future employment with the District.
6

7 **Section 9.6.1.2.**

8 Those employees designated to be displaced will be notified in writing as soon as
9 practicable by Human Resources following the District's determination that displacement is
10 necessary.
11

12 **Section 9.6.2.**

13 The most senior displaced employee shall receive preferential consideration for open positions
14 when skill, ability or qualifications are substantially equal with less senior employees.
15

16 **Section 9.6.3.**

17 Displaced employees shall be placed according to the process outlined in Section 9.6.1. In the
18 event a displaced employee cannot be placed because no vacant position exists for which the
19 employee is qualified, the employee may be placed in the layoff pool for a possible later
20 assignment according to the layoff and recall procedure in this Article. If no displaced employee is
21 qualified for a vacant position, then the vacant position may be filled according to standard
22 practices.
23

24 **Section 9.6.4.**

25 Displaced employees who are interviewed for possible placement shall be notified of the results of
26 such interviews as soon as practicable after interviewing for the vacant position.
27

28 **Section 9.6.5.**

29 A displaced employee selected for a vacant position must either accept or reject the position within
30 twenty-four (24) hours of the receipt of an offer of employment.
31

32 **Section 9.6.6.**

33 A displaced employee who accepts a one (1) year temporary assignment in a leave replacement
34 position will be returned to displacement status at the conclusion of the temporary one (1) year
35 assignment.
36

37 **Section 9.6.7.**

38 A displaced employee who twice refuses an offer of employment shall forfeit all rights to further
39 employment with the District. The forfeiture of this Section does not affect future employment
40 with the District.
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ARTICLE X

VACANCY, ASSIGNMENT AND TRANSFER

Section 10.1. Transfers.

An employee who wishes to be considered for transfer shall submit a Paraeducator Transfer Request Form (Appendix II) to the Human Resources Office by June 1 of the year preceding the transfer. An employee may request a transfer to a specific building and/or assignment. Requests shall be effective until November 15 of the next school year only. No employee may transfer into a position with a higher wage level classification. Requests for transfer will be reviewed for possible placement only after all displaced employees have been considered for the vacant position. Before any vacant position is posted, the transfer requests will be reviewed to determine whether a transfer request has been received for that particular building and assignment. Employees eligible for the transfer will be referred to the supervisor of the vacant position. In making the transfer decision the supervisor shall consider each employee's skill, ability, qualifications, and experience to perform the duties and responsibilities of the position. If the supervisor determines that none of the eligible employees can satisfactorily perform the duties and responsibilities of the vacant position, the position shall be filled subsequent to the terms of the Agreement.

Section 10.1.1. Involuntary Transfers.

The term "involuntary transfer" shall mean the reassignment or relocation of an employee to another location for a specified length of time. Involuntary transfers may occur when the District finds it necessary to shift staff within a program or department. Transfer shall be determined by District seniority, ability, qualifications, skills, and experience. The affected employee shall be given seven (7) working days written notice to their new assignment. An employee who is involuntarily reassigned may submit a written request for a review and final decision by the Executive Director of Human Resources if the employee believes there is not a reasonable basis or justification for the transfer.

Section 10.2. Open Positions.

Open positions will be filled by the District based on the ability, qualifications, skills, experience and other relevant factors of the applicants for the position. All employees covered by this agreement must meet the following qualifications:

- A. Eighteen (18) years of age and hold a high school diploma or equivalent and
- B. Passing score on ETS ParaPro Assessment or
- C. Hold an Associate of Arts Degree or higher or
- D. Earned seventy two (72) quarter credits or forty eight (48) semester credits at an institute of higher education

The District shall publicize within the bargaining unit the availability of open positions for which bargaining unit members are eligible to apply. Nothing contained herein shall be construed as prohibiting the District from advertising open positions outside the bargaining unit.

If two (2) or more in-District applicants for the position are equal based on the criteria provided for in this agreement, then seniority shall prevail. The District shall have the responsibility of determining the applicant(s) ability, qualifications, skills, experience and other relevant factors. If the District determines that seniority should not prevail because a junior employee or other applicant possesses skill, ability or

1 qualifications greater than a senior employee, the District shall, upon receipt of a request by the affected
2 senior employee, schedule a conference with the employee to discuss the matter. Such request will be
3 made to the Human Resources Director in writing within ten (10) working days of the filling of the
4 position. Following the conference, if so requested in writing by the employee, the District shall set forth
5 in writing within a ten (10) day period to the senior employee with a copy to the Association's President
6 for reason(s) why the senior employee was bypassed.

7
8 **Section 10.2.1. Non-Continuing Status to Continuing Employee Status.**

9 If a remainder only position is authorized the succeeding year at the same building with
10 substantially similar hours and working conditions, the hiring supervisor with the agreement of the
11 Human Resources Director, may place the employee who held the position the previous year in the
12 continuing position without the need to post the open position. In such cases, the employee will
13 accumulate longevity and seniority as if they had held the position continually.

14
15 **Section 10.2.2.**

16 If an employee was in a remainder only position the previous year and is hired into a continuing
17 position no later than November 15 of the succeeding year, regardless of building site, the
18 employee will accumulate longevity and seniority if she/he had held the position continually. This
19 shall not apply to an employee who moves from a remainder only position at one site to another
20 remainder only position at a different site.

21
22 **Section 10.2.3.**

23 Upon approval from Human Resources, a job sharing arrangement may be authorized. Job sharing
24 shall be defined as two (2) Association members sharing one (1) position. The parameters relating
25 to the job share arrangement will be determined by Human Resources.

26
27 **Section 10.3. Assignment of Hours.**

28 When annual hours of work are allocated to a site or program, such hours will be assigned based upon
29 each employee's seniority, ability, qualifications, skills, experience and other relevant factors.

30
31 **Section 10.3.1. Assignment of Additional Hours.**

32 When additional hours of work are allocated to a site or program after the first day of school, such
33 additional hours will be offered to qualified employee(s) at the site or program, or a new
34 individual(s) will be hired. The appropriate rate of pay should be paid for all additional
35 assignments. Categorically funded employees shall not be excluded from consideration because of
36 such funding. The assignment of additional hours and/or the hiring of new individual(s) will be
37 based first on the perceived needs of the site or program. After first meeting the perceived needs
38 of the District, consideration will be given by the District to employees at the work site who work
39 less than four and one half (4½) hours per day and then to seniority as outlined in Section 9.2.

40
41 **Section 10.3.2.**

42 Sections 10.3 and 10.3.1 of this Agreement shall not be subject to the grievance procedure
43 contained in this Agreement. If an employee at a site or program feels that additional hours were
44 inappropriately assigned by the District, a meeting will be scheduled with the supervisor within ten
45 (10) working days. Such meeting shall include a discussion as to why the hours were assigned the
46 way that they were. The meeting will be attended by the affected employee, an Association
47 representative (if requested by the employee), a site administrator, a Human Resources Director
48 and one (1) other person assigned by the Superintendent or his/her designee.

1 **Section 10.4. Reduction in Hours.**

2 When hours of work are reduced at a site or program, such hours will be reduced based upon each
3 employee’s seniority, ability, qualifications, skills, experience and other relevant factors. Nothing
4 contained in this Article shall be construed to prohibit the District from making a systematic reduction in
5 hours worked by employees at individual sites or programs as the need arises because of program or
6 budgetary reasons; provided, however, that no additional personnel shall be hired in positions covered by
7 this Agreement at the work site until all hours are reinstated to pre-reduction levels.
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10

11 **ARTICLE XI**

12 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

13
14
15 **Section 11.1.**

16 The District shall have the right to discipline and/or discharge an employee for just cause. The issue of
17 just cause shall be resolved in accordance with the grievance procedure hereinafter provided, if so
18 requested by the employee. Official District reprimands of an employee shall be done in a manner that
19 will not embarrass the employee before other employees or the public.
20

21 **Section 11.1.1. Disciplinary Policy.**

22 When disciplining an employee, progressive discipline shall begin with a notice to an employee of
23 the employer’s concern and shall proceed from lesser to more severe sanctions. The severity of
24 any alleged infraction may permit the elimination of lesser sanctions. The general progression of
25 discipline shall include, but not be limited to, the following steps:
26

- 27 A. Letter of Reprimand
- 28 B. Short-Term Suspension without Pay
- 29 C. Long-Term Suspension without Pay
- 30 D. Termination

31
32 **Section 11.2.**

33 The District will provide employees who work less than twelve (12) months per year, advance notification
34 of the intent to employ for the following school year.
35

36 **Section 11.2.1.**

37 The District will give an employee fifteen (15) calendar days notice of intent to discharge or layoff,
38 except in extraordinary cases.
39

40 **Section 11.2.2. Notification of Intent to Terminate Employment.**

41 An employee shall notify the District in writing fifteen (15) calendar days in advance of the intent
42 to terminate employment. An employee who does not comply with the provisions of this section
43 shall not be permitted to work any additional hours beyond their scheduled hours during their
44 remaining workdays without written approval from their supervisor.
45

46 **Section 11.2.3.**

47 Nothing contained herein shall be construed to prevent the District from immediately discharging
48 an employee for acts of misconduct.



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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. School Employees Benefits Board (SEBB).

The parties agree to abide by the provisions mandated by State Law and The School Employee Benefits Board (SEBB) regarding employee benefits. In recognition of the District’s former monthly contribution toward pooling, the District agrees to apply a one point three percent (1.3%) increase to Schedule A effective January 1, 2020, as described in Section 16.7 of the Agreement.

Employees projected to work the minimum hours required by SEBB shall be eligible to receive SEBB benefits. Benefits provided may include medical, dental, vision, long term disability, basic life and accidental death, flexible spending account, and dependent care assistance program.

Section 12.2. Employee Assistance Program.

District Employees will have access to a District sponsored Employee Assistance Program (EAP). If an option for additional services is offered through the vendor, the Association will annually have the option to participate through mutual agreement between the District and the Association.

Section 12.3. Liability Coverage.

The District shall provide excess liability insurance with such coverage and limits as the District deems reasonable for employees subject to this Agreement while they are acting within the scope of their employment. Such liability insurance shall be for the purpose of protecting employees against liability for acts or omissions while performing in good faith their official duties.

Section 12.4. Retirement Eligibility.

Assigned work hours will determine eligibility for participation in the Washington State Public Employees’ Retirement System. Once deemed eligible, the District will report all hours worked as required by law.

Section 12.5. Additional Retirement Options.

All employees subject to this Agreement shall be entitled to participate in District approved tax shelter annuity plans and the Deferred Compensation Program. On receipt of an electronic notification of enrollment, the District shall make the deductions from the employee’s pay.

Section 12.6. Unemployment.

The District will provide unemployment benefits as required by law.

Section 12.7. Damage or Loss of Personal Property.

Pursuant to RCW 28A.400.370, the District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that it is deemed necessary by such employees. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.



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ARTICLE XIII

STRIKE OR WORK STOPPAGE

Section 13.1.

The District and the Association agree that there will be no strike, slowdown or work stoppage by the employees or the Association and no lockout by the District during the term of this Agreement.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1. PSE/SEIU 1948 Membership.

All employees subject to this Agreement, who are hired at a time subsequent to the effective date of this Agreement, may become members in good standing of the Association. The Association and District representatives shall remain neutral on the issue of Association membership and respect all employees' decisions to join and maintain membership in the Association.

Section 14.2. Notification of New Hires.

The District will notify the Association of all new hires within fifteen (15) working days of the hire date.

Section 14.3. Membership Authorizations and Revocations.

Upon receipt of written notification from Public School Employees of Washington/SEIU 1948 (Association) of an employee's authorization to deduct membership dues, the District shall deduct Association dues from the pay of an employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU 1948 on a monthly basis. Written notification from the Association must be received by the first workday of the month in which dues will be deducted from the employee's pay.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the Public School Employees of Washington/SEIU 1948 (the Association) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by Public School Employees of Washington/SEIU 1948 (the Association).

After the employer receives written notification from the Association that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the next available payroll after receipt of the notification. The employer shall rely on information provided by the Association, the exclusive bargaining representative, regarding the authorization and revocation of deductions.

Section 14.4. COPE (Committee on Political Empowerment) Contribution.

Upon the receipt of written authorizations that comply with the applicable Public Disclosure Commission regulations, the Employer agrees to deduct and transmit to the Association a specified amount from each employee's pay, subject to the voluntarily executed COPE payroll authorization form.



1 **Section 14.5. Indemnification.**

2 The Association agrees to indemnify, defend, and hold harmless the District (including its officers,
3 directors, agents, employees, and representatives) from all claims, demands, suits, penalties, fines,
4 sanctions, payments or any other forms of liability (including payments to employees for wrongfully
5 withheld wages), related to any payroll deductions or pursuant to this Article, including claims related to
6 the processing of authorizations or authorization withdrawals.
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10 **ARTICLE XV**

11 **GRIEVANCE PROCEDURE**

12
13
14 **Section 15.1.**

15 A grievant is an employee or group of employees having a grievance. A grievance is any condition, action
16 or lack of action arising from a misapplication or misinterpretation of the terms of this Agreement which
17 the employee or group of employees believe have been unjustly or unfairly applied. A grievance shall be
18 resolved in strict compliance with this Article.
19

20 **Section 15.2. Informal Discussion.**

21 The grievant shall first discuss the grievance with his or her immediate supervisor. Every effort shall be
22 made at this level to resolve the grievance. All grievances not brought to the immediate supervisor in
23 accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the grievance
24 shall be invalid and subject to no further processing. The immediate supervisor shall be defined as that
25 District administrator who has the authority to resolve the grievance. In the event a question arises as to
26 who the appropriate District administrator is, the Human Resources Director will make the decision.
27

28 **Section 15.3. Grievance Steps.**

29
30 **Section 15.3.1. Step 1. Immediate Supervisor Level.**

31 If no settlement is reached in the informal discussion, the grievant shall reduce to writing, within
32 thirty (30) calendar days of the occurrence of the grievance, a statement providing the following
33 information:

- 34 A. The facts upon which the grievance is based
- 35 B. Reference to the Articles and Section of the Agreement alleged to have been
36 violated and
- 37 C. The remedy sought

38 The grievant shall submit the written formal grievance to the appropriate immediate supervisor.
39 The parties will have ten (10) working days from submission of the written statement of grievance
40 to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition
41 is made, all parties to the grievance shall sign it.
42

43 **Section 15.3.2. Step 2. Superintendent's Level.**

44 If no settlement has been reached in Step 1, within the specified time limits, and the Association
45 believes the grievance to be valid, the grievant may, within ten (10) calendar days, submit the
46 written grievance to the Superintendent. The Superintendent or his or her designee(s) and the
47 grievant shall have ten (10) working days after receipt of the grievance to resolve said grievance by
48 indicating, in writing, the disposition thereof.



1
2 **Section 15.3.3. Step 3. Binding Arbitration Level.**

3 If the grievance is not resolved in Step 2, within the specified time, and the Association believes
4 the grievance to be valid, the grievance may be submitted within fifteen (15) working days to final
5 and binding arbitration by an arbitrator mutually agreed upon by the parties. In the event the
6 parties cannot agree on selection of an arbitrator, the grievance shall be submitted to arbitration
7 under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
8

9 **Section 15.3.3.1.**

10 The following shall govern any arbitration under this Agreement.
11

12 **Section 15.3.3.2.**

13 The arbitrator shall have no power or authority to add to, subtract from, or modify any of
14 the terms of this Agreement.
15

16 **Section 15.3.3.3.**

17 The arbitrator shall render no decision which would be in violation of a law or enter
18 disputes that are a matter of legal jurisdiction.
19

20 **Section 15.3.3.4.**

21 No evidence may be presented at the arbitration level which was not presented at a lower
22 level of the grievance procedure.
23

24 **Section 15.3.3.5.**

25 Each party shall pay any expenses and compensation, including wages and salaries, relating
26 to its own witnesses or representatives. The costs for the services of the arbitrator,
27 including per diem expenses, if any, and his/her travel and subsistence expenses and the
28 cost of any hearing room, will be shared equally by the District and the Association. All
29 other costs will be borne by the party incurring them.
30

31 **Section 15.3.3.6.**

32 The total costs of the stenographic record (if requested) will be paid by the party requesting
33 it, unless the request is made by the arbitrator and then costs will be split between the
34 two (2) parties. If the other party also requests a copy, that party will pay one-half (½) of
35 the stenographic costs.
36

37 **Section 15.4. Grievance Requirements.**

38 **Section 15.4.1.**

39 A representative of the Association shall have reasonable opportunity to be present at all formal
40 grievance meetings.
41

42 **Section 15.4.2.**

43 Timelines shall be followed unless extended by mutual agreement of the parties.
44

45 **Section 15.4.3.**

46 No reprisals of any kind shall be taken by the District against any employee for taking action under
47 this Article.
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ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

Each employee shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive an accounting and/or itemization of deductions, accumulated sick leave and District contributions with each paycheck.

Section 16.2.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. Employees in continuing assignments shall receive compensation in twelve (12) equal monthly payments. Such compensation shall consist of regular hours worked, and paid holidays. All employees shall be enrolled in the District's Direct Deposit Program with their financial institution.

Section 16.2.1.

Incremental steps, when applicable, shall take effect on September 1, provided the employee has been actively employed continuously for at least one-half (½) of the previous employment year. One-half (½) of the year will be defined as being hired prior to February 1.

Section 16.3.

An employee who is hired into a higher level job category in the bargaining unit shall be placed on the first step of the new schedule that would provide such employee a salary increase.

Section 16.3.1.

Employees who substitute for office managers shall receive their regular wage for all hours worked in that capacity. An employee who works more than forty (40) hours in one week shall be compensated pursuant to the terms of Section 6.7. Overtime, herein.

Section 16.4. Travel Reimbursement.

- A. *In-District:* An employee whose assignment requires travel between schools or travel within the District on school business will either have a school vehicle assigned on a regular basis or will be compensated on a per-mile basis at the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible business expense.
- B. *Out-of-District:* An employee who is required to travel out of the District shall be compensated for such required travel on a per-mile basis at the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible business expense when no District vehicle is available. If a District vehicle is available and the employee chooses to use his/her own vehicle, the mileage rate shall be the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible charitable expense.

Section 16.5.

Without endeavoring to prejudge future developments, the parties acknowledge that the salaries provided for herein necessarily will require the expenditure of substantial District resources and may possibly entail a reallocation of priorities with an attendant impact upon elements of the overall educational program, including possible reductions in staffing levels.

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Section 16.6.

Employees may request a review of their placement on Schedule A by submitting a Position Description Questionnaire (PDQ) to the Human Resources Department as provided for in the Position Review Process (Appendix III). All such review requests will be conducted in accordance with the provisions of Appendix III. Placement decisions made by the Paraeducators Review Committee are not subject to the grievance procedure contained in Article XV.

Section 16.7. Salary Schedule A Adjustments.

Should the Legislature authorize an inflationary adjustment for any school year during the contract term, the Salary Schedule A contained in this Collective Bargaining Agreement shall be increased by the same percentage effective September 1 of the respective year. The Salary Schedule A will also be adjusted prior to each school year of the contract term, pursuant to the following formula: After March 1, but no later than April 15, the District will ascertain the average of the annual value of the current wages, vacations, holidays, additional days and personal days based on a tenth year, six (6) hours per day employee for the following eight (8) comparison Districts that have the same funding regionalization as Edmonds: Bellevue, Everett, Issaquah, Kent, Lake Washington, Mukilteo, Northshore, and Renton. The study will survey Level I and IA benchmark positions and, as a result of the study, if wages are below the average wage, then the entry rate (Step I) of classifications Level I and IA salaries contained in Schedule A will be adjusted to midpoint effective on September 1 of each year. Effective September 1, 2018, the parties agree that pay in lieu of vacation and longevity pay will be contained in the hourly wage rates on Schedule A.

All other wages contained in Schedule A will be indexed to Step 1, Level 1A based on the following formula:

Level II -	\$0.75 over Level IA
Level III -	\$2.50 over Level IA
LPN -	\$5.00 over Level IA
Braillist -	\$6.25 over Level IA
Career Center Specialist -	\$6.50 over Level IA

Steps are indexed based on the following formula:

- Step 2 is derived from adding \$1.30 to Step 1
- Step 3 is derived from adding \$0.40 to Step 2
- Step 4 is derived from adding \$0.40 to Step 3
- Longevity Step 5 is derived from adding \$0.55 to Step 4
- Longevity Step 6 is derived from adding \$0.55 to Step 5
- Longevity Step 7 is derived from adding \$0.55 to Step 6

During the 2022-2023 school year a joint committee will be formed to review and update Schedule B to reflect current classifications. The parties agree to re-open the contract to determine whether a new classification level will be added to Schedule A for employees in identified special education classifications. If a new classification level is added, it will be titled Level 1B and given a job description for implementation in 2023-2024.

2023-2024 SY:

Level II -	\$0.75 over Level IA
Level III -	\$2.50 over Level IA
LPN -	\$5.00 over Level IA



1 Braillist - \$6.25 over Level IA
2 Career Center Specialist - \$6.50 over Level IA
3

4 Steps are indexed based on the following formula:

5
6 Step 2 is derived from adding \$1.40 to Step 1
7 Step 3 is derived from adding \$0.40 to Step 2
8 Step 4 is derived from adding \$0.40 to Step 3
9 Longevity Step 5 is derived from adding \$0.55 to Step 4
10 Longevity Step 6 is derived from adding \$0.55 to Step 5
11 Longevity Step 7 is derived from adding \$0.55 to Step 6
12

13 **2024-2025 SY:**

14 Level II - \$0.85 over Level IA
15 Level III - \$2.60 over Level IA
16 LPN - \$5.10 over Level IA
17 Braillist - \$6.35 over Level IA
18 Career Center Specialist - \$6.60 over Level IA
19

20 Steps are indexed based on the following formula:

21 Step 2 is derived by adding \$1.40 to Step 1
22 Step 3 is derived from adding \$0.40 to Step 2
23 Step 4 is derived from adding \$0.40 to Step 3
24 Longevity Step 5 is derived from adding \$0.55 to Step 4
25 Longevity Step 6 is derived from adding \$0.55 to Step 5
26 Longevity Step 7 is derived from adding \$0.55 to Step 6
27
28

29 **Section 16.8. Educational and Professional Standards Program.**

30 Employees who annually provide the District by September 30 with their current and valid endorsement(s)
31 of Special Education Subject Matter and/or English Language Learner Subject Matter earned in addition to
32 their General Education Paraeducator Certificate will be eligible for the following stipends:
33

- 34 • Special Education Subject Matter Endorsement – one hundred fifty dollars (\$150)
- 35 • English Language Learner Subject Matter Endorsement – one hundred fifty dollars (\$150)
- 36 • Both Special Education and English Language Learner Subject Matter Endorsements – four
37 hundred dollars (\$400)

38
39 Beginning in the 2023-2024 school year, employees who annually provide the District by September 30
40 with their current and valid endorsement(s) of Special Education Subject Matter and/or English Language
41 Learner Subject Matter earned in addition to their General Education Paraeducator Certificate will be
42 eligible for the following stipends:
43

- 44 • Special Education Subject Matter Endorsement – two hundred fifty dollars (\$250)
- 45 • English Language Learner Subject Matter Endorsement - two hundred fifty dollars (\$250)
- 46 • Both Special Education and English Language Learner Subject Matter Endorsements – six
47 hundred dollars (\$600)

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3 **ARTICLE XVII**
4

5 **TERM AND SEPARABILITY OF PROVISIONS**
6

7 **Section 17.1.**

8 The term of this Agreement shall be September 1, 2022 through August 31, 2026.
9

10 **Section 17.2.**

11 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
12 its execution date, except as provided in the following Section.
13

14 **Section 17.3.**

15 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
16 parties in writing.
17

18 **Section 17.4.**

19 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State
20 or Federal statutes or regulations promulgated pursuant thereto.
21

22 **Section 17.5.**

23 In the event the previous section is determined to apply to any provision of this Agreement, such provision
24 shall be renegotiated pursuant to Section 17.3.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

EDMONDS CSS CHAPTER #1127

EDMONDS SCHOOL DISTRICT #15

Kelly Reeves
BY: _____
Kelley Reeves, Chapter President

Mark Roschy
BY: _____
Mark Roschy, HR Director for Classified Staff

Nov. 14, 2022
DATE: _____

Nov. 14, 2022
DATE: _____



SCHEDULE A
CLASSIFIED SUPPORT STAFF OF EDMONDS
September 1, 2022 through August 31, 2023

Classification Level	Year 1	Years 2-3	Years 4-6	Years 7-9	Longevity Years 10-14	Longevity Years 15-19	Longevity Years 20+
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Level I	\$24.67	\$25.97	\$26.37	\$26.77	\$27.32	\$27.87	\$28.42
Level IA	\$26.48	\$27.78	\$28.18	\$28.58	\$29.13	\$29.68	\$30.23
Level II	\$27.23	\$28.53	\$28.93	\$29.33	\$29.88	\$30.43	\$30.98
Level III	\$28.98	\$30.28	\$30.68	\$31.08	\$31.63	\$32.18	\$32.73
LPN	\$31.48	\$32.78	\$33.18	\$33.58	\$34.13	\$34.68	\$35.23
Brailist	\$32.73	\$34.03	\$34.43	\$34.83	\$35.38	\$35.93	\$36.48
Career Center Specialist	\$32.98	\$34.28	\$34.68	\$35.08	\$35.63	\$36.18	\$36.73

Notes:

1. A service year must be reached by February 1 for advancement to the next step.
2. Steps 5, 6, and 7 are considered longevity steps.
3. See Article 16.7 for details on salary schedule indexing of steps and levels.
4. For a general guide of the various Paraeducator positions at each level see Schedule B.



**SCHEDULE B
CLASSIFIED SUPPORT STAFF OF EDMONDS**

CLASSIFICATIONS

The following table provides a general guide for the various Paraeducator positions that fall under each classification level included in Schedule A. The purpose of this schedule is to outline the different programs in which Paraeducators work and the types of positions that fall under each level. It is not meant to be an all-inclusive list of every Paraeducator assignment within the District.

This schedule is provided for informational purposes only.

<u>Level I</u>	<u>Level IA</u>
Basic Education	Audiologist Assistant
Campus Security	Crossing Guard
Career and Technical Education	Developmental Kindergarten
CLIP Assistant	Early Childhood Program
Indian Education Tutor	Emotional Behavior Disorder (EBD)
In-House Suspension	Intensive Support
Kindergarten Jump Start	Learning Support
Learning Support (ELL, LAP, Title I, etc.)	Life Skills
Library Assistant	Lifeguard
Move 60! Assistant	Office Assistant
	Visually Impaired
<u>Level II</u>	<u>Level III</u>
Automotive Technician Assistant	Adaptive Equipment Technician
Carpentry Assistant	Administrator Support Assitant
Computer Lab Assistant	Community Arts Program Coordinator
Deaf and Hard of Hearing (DHH)	Deaf-blind Intervener
Extended Day Program Coordinator	Family Engagement Liaison
Library Specialist (Edmonds Heights K-12)	On-Time Graduation Coordinator
Photography Assistant	Pre-K Facilitator
Intervention Program	Student Behavior Support
Speech-Language Pathologist Assistant (SLPA)	Vocational Coordinator
STEM Shop Assistant	
STEP Program (SLH)	
Competency-Based Learning Program (SLH)	
Student Technology Support	
VOICE Program	
Work Adjustment	



EDMONDS SCHOOL DISTRICT
Human Resources Division

PARAEDUCATOR DISPLACEMENT FORM

Must be submitted to Human Resources by June 15

Name: _____ Date: _____

Address: _____ Phone #: _____

Indicate below the vacant positions that you would like to be considered for (you must select at least three):

Position #	Location	Hours Per Day

INSTRUCTIONS: Describe all relevant work experience. Start with your current position, and give major duties, dates of employment, and hours per week.

Current Position/School Location: _____

Major Duties: _____

Date of hire in this position: _____ Hours per week: _____

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

PARAEDUCATOR DISPLACEMENT FORM (continued)

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

Special Skills

Small group instruction and/or 1:1 instruction: (Please describe)

Working with special needs students: (Please describe)

Working with limited English speaking students: (Please describe)

First aid training: Yes Date of Training: _____

No Willing to enroll in course: Yes No

Standard office equipment:

Photocopier Computer

Other: _____

Check here for authorization of hiring supervisor to review your personnel file _____

Signature: _____

- New Request
- Updated Request

**EDMONDS SCHOOL DISTRICT #15
Human Resources Division**

PARAEDUCATOR TRANSFER REQUEST FORM

Must be submitted to Human Resources by June 1

Name: _____ Phone #: _____ Date: _____

Current Work Location: _____

Current Classification Level/Program: _____

Check **FIVE (5)** schools or programs you are willing to work at. If you are interested in working in special education, check the appropriate box.

	Special Ed.		Special Ed.
Alderwood Middle	<input type="checkbox"/>	Meadowdale Middle	<input type="checkbox"/>
Beverly Elementary	<input type="checkbox"/>	Meadowdale High	<input type="checkbox"/>
Brier Elementary	<input type="checkbox"/>	Mountlake Terrace Elementary	<input type="checkbox"/>
Brier Terrace Middle	<input type="checkbox"/>	Mountlake Terrace High	<input type="checkbox"/>
Cedar Way Elementary	<input type="checkbox"/>	Oak Heights Elementary	<input type="checkbox"/>
Cedar Valley K-8	<input type="checkbox"/>	Seaview Elementary	<input type="checkbox"/>
Chase Lake Elementary	<input type="checkbox"/>	Scriber Lake High	<input type="checkbox"/>
College Place Elementary	<input type="checkbox"/>	Sherwood Elementary	<input type="checkbox"/>
College Place Middle	<input type="checkbox"/>	Spruce Primary	<input type="checkbox"/>
Edmonds Elementary	<input type="checkbox"/>	Terrace Park	<input type="checkbox"/>
Edmonds Homeschool Res Ctr.	<input type="checkbox"/>	Westgate Elementary	<input type="checkbox"/>
Edmonds-Woodway High	<input type="checkbox"/>	Work Adjustment	<input type="checkbox"/>
Hazelwood Elementary	<input type="checkbox"/>	EEC/Alderwood	<input type="checkbox"/>
Hilltop Elementary	<input type="checkbox"/>	Deaf and Hard of Hearing Program	<input type="checkbox"/>
Lynndale Elementary	<input type="checkbox"/>	Life Skills Program	<input type="checkbox"/>
Lynnwood Elementary	<input type="checkbox"/>	Visually Impaired Program	<input type="checkbox"/>
Lynnwood High	<input type="checkbox"/>	Developmental Kindergarten	<input type="checkbox"/>
Madrona School	<input type="checkbox"/>	Intensive Support	<input type="checkbox"/>
Maplewood Parent Co-op	<input type="checkbox"/>	Emotionally Behavior Disabled	<input type="checkbox"/>
Martha Lake Elementary	<input type="checkbox"/>		
Meadowdale Elementary	<input type="checkbox"/>		

Minimum number of hours willing to work: _____

Check here for authorization of hiring supervisor to review your personnel file: _____

Comments: _____

(Signature) _____

Return to Human Resources Division

DISPOSITION
(Human Resources Use Only)

- Transferred Location: _____
- Request Expired Date: _____
- Other _____

PARAEDUCATOR TRANSFER REQUEST FORM (continued)

INSTRUCTIONS: Describe all relevant work experience. Start with your current position, and give major duties, dates of employment, and hours per week.

Current Position/School Location: _____

Major Duties: _____

Date of hire in this position: _____ Hours per week: _____

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

Previous Position (if applicable): _____

Major Duties: _____

Dates of Employment: _____ to _____ Hours per week: _____

Special Skills

Small group instruction and/or 1:1 instruction: (Please describe)

Working with special needs students: (Please describe)

Working with limited English speaking students: (Please describe)

First aid training: ___ Yes Date of Training: _____
 ___ No Willing to enroll in course: ___ Yes ___ No

Other: _____

PARAEDUCATOR POSITION REVIEW PROCESS

1. A job incumbent initiates the Position Review Process by submitting a completed Position Description Questionnaire (PDQ) to Human Resources. Human Resources may also request that a job incumbent complete a PDQ if the incumbent's position will be impacted as a result of reorganization or if the review of one position necessitates the review of other positions.
 - a. The job incumbent must submit a PDQ by September 30 for a position review during the current contract year. The effective date for any change in pay rate will be the first day of the current contract year.
 - b. A PDQ may be submitted after the September 30 deadline if changes occur to position responsibilities during the contract year. Incumbents are advised to discuss the changes in their position duties with a Human Resources representative to help assess whether the changes justify a position review. The effective date for any change in rate of pay will be the first day of the month following the date the PDQ is stamped received by Human Resources. Position Review requests received after the September 30 deadline will be reviewed after all requests submitted by the deadline have been completed.
2. Human Resources conducts an audit of the incumbent's position.
 - a. The position audit includes an interview with the job incumbent and the incumbent's supervisor. Human Resources may choose to interview additional staff members if necessary to thoroughly review the position duties.
 - b. If a specific job description has been prepared for the position, Human Resources will revise the job description and provide a copy to the incumbent and incumbent's supervisor for review and comment. A final job description is prepared by Human Resources and approved by the incumbent and the incumbent's supervisor.
 - c. If Human Resources believes the position audit raises a question as to whether the position should be considered for classification outside the Paraeducator bargaining unit, position information will be presented to a joint committee of Paraeducators representatives and representatives of other relevant bargaining units. The joint committee will consult with Human Resources on the appropriate bargaining unit classification for the position.
3. The Paraeducators Review Committee is responsible for considering requests for review of position placement on Schedule A. This committee will consist of no fewer than four and no more than six representatives selected by the Classified Support Staff of Edmonds, and no more than four representatives selected by the District.
4. The Paraeducators Review Committee reviews the incumbent's position and determines the placement of the position level on Schedule A, based on the current Paraeducator job descriptions. Human Resources will provide the Review Committee with a summary of the position audit (including a copy of the PDQ, job description, and any other pertinent information gathered during the position audit). The position incumbent may appear before the Committee to present position information if he or she wishes. The incumbent's supervisor may also be invited to appear at the Committee's meeting.
5. Human Resources prepares a memo to the incumbent employee and the employee's supervisor communicating the Paraeducators Review Committee's determination of the position's placement on Schedule A and responds to questions about the position placement.
6. The Paraeducators Review Committee's decision on a position's placement on Schedule A is final, with no right to appeal or grieve the decision.

EDMONDS SCHOOL DISTRICT
PARAEDUCATOR ADVANCED LEARNING PLAN

To be filled out by the employee:

Name: _____ Current Work Location: _____

Current Classification: _____

Have you completed the Fundamental Course of Study (28 hours)? YES NO

Have you provided a copy of your General Paraeducator Certificate to HR? YES NO

If you answered "NO" to any of the above questions, you are not required to complete this form. Please plan on attending the two (2) professional development days hosted by the Edmonds School District Human Resources Department during the school year.

To be filled out by the supervisor:

Per Section 6.12 of the Classified Support Staff CBA, employees who have completed both their Fundamental Course of Study (FCS) and their General Paraeducator Certificate (GPC) will utilize the two (2) professional development days for the purpose of pursuing professional development activities.

Professional Development Days for the School Year

Day 1: _____, _____ Number of Hours: _____
(MONTH) (DAY) (YEAR) (UP TO 7 WORK HOURS)

Day 2: _____, _____ Number of Hours: _____
(MONTH) (DAY) (YEAR) (UP TO 7 WORK HOURS)

Professional Development Activities/Training Courses

Day 1

Day 2

I have reviewed and approved the professional development activities/coursework. I will communicate the Advanced Learning Plan and verify its completion with the employee mentioned above.

Supervisor's Signature: _____ Date: _____

