

AGREEMENT

KENT SCHOOL DISTRICT NO. 415

AND

KENT ASSOCIATION OF PARAEducATORS
WEA/NEA

September 1, 2012 - August 31, 2017

TABLE OF CONTENTS

ARTICLE I RECOGNITION, PURPOSE AND ADMINISTRATION OF AGREEMENT

Sec. 1.1	Agreement	page 3
Sec. 1.2	Duration and Modification of Agreement	page 3
Sec. 1.3	Recognition and Coverage of Agreement	page 5
Sec. 1.4	Appropriate Matters for Negotiation	page 7
Sec. 1.5	Application of Agreement	page 7

ARTICLE II RIGHTS AND RESPONSIBILITIES

Sec. 2.1	Nondiscrimination and Citizenship Rights	page 8
Sec. 2.2	Permanent Personnel File	page 8
Sec. 2.3	Grievance Procedures	page 10
Sec. 2.4	Management Rights	page 12
Sec. 2.5	No Strike Agreement	page 13
Sec. 2.6	Association Rights	page 13
Sec. 2.7	Association Dues and Representation Fees	page 15
Sec. 2.8	Employee Protection	page 16

ARTICLE III CONDITIONS OF WORK

Sec. 3.1	Job Vacancies	page 19
Sec. 3.2	Employment Notification	page 22
Sec. 3.3	Seniority and Longevity	page 23
Sec. 3.4	Disciplinary Action and Separation of Employment	page 23
Sec. 3.5	Probationary Period	page 26
Sec. 3.6	Holidays	page 27
Sec. 3.7	Hours of Work and Overtime	page 27
Sec. 3.8	Evaluation Process	page 29
Sec. 3.9	State and Federal Credentialing Requirements	page 31
Sec. 3.10	Time	page 31

ARTICLE IV LEAVE OF ABSENCE

Sec. 4.1	Leave for Illness, Injury and Emergencies	page 31
Sec. 4.2	Health Leave	page 34
Sec. 4.3	Maternity/Parental Leave	page 34
Sec. 4.4	Bereavement Leave	page 35
Sec. 4.5	Jury Duty/Witness Leave	page 36
Sec. 4.6	Discretionary Leave	page 37
Sec. 4.7	Military Leave	page 38
Sec. 4.8	Other Leaves	page 38
Sec. 4.9	Leave to Care for Terminally-Ill Child	page 38
Sec. 4.10	Leave Sharing	page 38
Sec. 4.11	Leave to Accept a Temporary Position	page 38
Sec. 4.12	Attendance Incentive Program	page 39
Sec. 4.13	Family and Medical Leave	page 40
Sec. 4.14	Professional Leave	page 41

ARTICLE V EMPLOYEE WAGES AND BENEFITS

Sec. 5.1	Employee Wages	page 42
Sec. 5.2	Provisions Governing Wage Schedule	page 48
Sec. 5.3	Employee Benefits	page 50
Sec. 5.4	Travel Allowances	page 52
Sec. 5.5	Tax Sheltered Annuities	page 52
Sec. 5.6	VEBA	page 52
	Signature Page	page 53

Exhibit A	KAP Grievance Form	page 54
Exhibit B	Vacancy Bid Form	page 55
Exhibit C	Stipend Time Sheet – Additional Workload	page 56
Exhibit D	Effective Education Hours Pool Request	page 57
Exhibit E	Core Competencies Documentation Form	page 58
Exhibit F	Inclusive Education Paraeducator Training Hours Form	page 63

PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the Paraeducators of the Kent School District, this Agreement is made and entered into by and between the District and the Association.

ARTICLE I - RECOGNITION, PURPOSE AND ADMINISTRATION OF AGREEMENT

Section 1.1 AGREEMENT

This agreement is entered into by the Kent School District No. 415, hereinafter referred to as "District" and the Kent Association of Paraeducators/Washington Education Association/National Education Association, hereinafter referred to as the "Association" acting on behalf of the employees in the bargaining unit defined in Article 1, Section 1.3.2.

Section 1.2 DURATION AND MODIFICATION OF AGREEMENT

- 1.2.1 The term of this Agreement shall be September 1, 2012 to August 31, 2017.
- 1.2.2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
- 1.2.3 The District and the Association acknowledge that their agreements are set forth herein, and the District may establish policies and regulations from time to time that are not in conflict with these agreements.
- 1.2.4 The District shall print and distribute, without charge, a summary of the changes to the ratified collective bargaining agreement and addendums to all employees covered by this Agreement. The District shall make a good faith effort to ensure distribution, including posting on the District website, within sixty (60) calendar days after ratification. The District shall provide, without charge, a number of copies of the ratified collective bargaining agreement equal to 25% of the membership to the Association for their distribution. A copy of the Agreement shall also be sent to the building principal. A copy of the Agreement will be given to newly hired employees at the time of orientation.

There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

- 1.2.5 Job Descriptions. Job descriptions will be created and maintained by the District and will reflect the education, training, and qualifications required for each position.

Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Changes of such descriptions shall be forwarded to the Association and the affected employee(s). At the request of either the Association or the District, a job description(s) shall be reviewed by representatives of both parties.

- 1.2.6 Definitions. The term “paraeducator” when used hereinafter shall mean all bargaining unit members providing services to students while working under the direct supervision of a certificated staff.

The term “direct supervision of a certificated staff” when used hereinafter shall mean the certificated staff prepares the lessons and plans the instructional support activities the paraeducator carries out, and the teacher evaluates the achievement of the students with whom the paraeducator is working, and the paraeducator works in close and frequent proximity to the teacher.

Paraeducators may be assigned to:

1. provide one-to-one tutoring for eligible students, if the tutoring is scheduled at a time when the student would not otherwise receive instruction from a teacher;
2. assist with classroom management, such as organizing instructional and other materials;
3. provide assistance in a computer laboratory;
4. conduct parental involvement activities;
5. act as a translator;
6. provide instructional services if the paraeducator is under the direct supervision of a teacher.

The term “working day” is a scheduled day of work for the employees represented by Association.

Section 1.3 RECOGNITION AND COVERAGE OF AGREEMENT

- 1.3.1 The Association shall represent all employees within the bargaining unit without regard to membership in said Association; provided, that an employee at any time may present his/her grievance to the District and have such grievance adjusted without the intervention of the Association representative, if the adjustment is not inconsistent with the terms of this Agreement, and if the Association representative has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 1.3.2 The District recognizes the Association as the exclusive bargaining representative of all regularly employed full-time and part-time Paraeducators and excluding confidential employees, supervisors, and all other employees. To become eligible for bargaining unit representation, daily substitutes, long-term substitutes, temporary, and long-term temporary employees shall have been employed by the district for more than thirty (30) days of work within the current school year or the immediately preceding school year and continue to be available for employment.
- 1.3.3 Full-time and part-time Paraeducators, as identified in Section 1.3.2, above, shall be defined as follows:
 - 1.3.3.1 Full-time employees shall be defined as "regular" employees employed in a nine (9) month position from .5 to 8.0 hours per day.
 - 1.3.3.2 Part-time employees shall be defined in four categories:
 - (a) "Daily substitute" who shall include those employed to perform services in the place of absent employees on a daily basis, as a substitute, and who are assigned by the substitute desk.
 - (b) "Long-term substitute" who shall include those employed to perform services in place of absent employees and in excess of fifty-nine (59) consecutive work days as a substitute, when the assignment is known in advance and who are assigned by the substitute desk.
 - (c) "Temporary" who shall include those employed other than as substitutes to perform services on a temporary basis not to exceed fifty-nine (59) consecutive work days when the assignment is known in advance. Temporary employee

assignments may include, but are not limited to, overload positions, special projects, assignment to an unfilled position while the selection process is under way, assignment to a temporary position in the event of temporary promotion of the regular employee or when a vacant or newly created position is declared temporary due to budgetary considerations.

(d) "Long-term temporary" who shall include those employed other than as substitutes to perform services on a long-term temporary basis in excess of fifty-nine (59) consecutive work days when the assignment is known in advance. Assignments shall be the same as identified in section (c), above.

(e) Positions expected to last for sixty (60) days or more shall be posted and indicate the status and duration of the position.

1.3.4 Employees in positions included in this bargaining unit who also hold a position(s) in another District bargaining unit or group ("split employees") shall be subject to the terms of this Agreement while serving in the position included in this bargaining unit, provided however, that group insurance benefits of said employees shall be determined by the collective bargaining agreement or District policy covering the position that carries the most regularly scheduled daily hours, and provided further that where said employee has an equal number of regularly scheduled daily hours, the employee shall elect at the onset of such split employment which unit's group insurance benefits shall apply.

1.3.5 Exemptions

1.3.5.1 All sections of this contract shall apply to daily substitutes and temporary employees except for the following and except as may be required by law:
Article II - Section 2.2 - Permanent Personnel File
Article II - Section 2.3 - Grievance Procedures
Article III - Conditions of Work, Section 3.1.3 through 3.1.6, 3.2 through 3.6, and Section 3.8
Article IV - Leaves of Absence
Article V - Section 5.1.4 - Skill Development Fund
Article V - Section 5.3 - Employee Benefits
Article V - Section 5.5 - Tax Sheltered Annuities

- 1.3.5.2 All sections of this agreement shall apply to long-term substitutes and long-term temporaries who work from 60-89 days except as follows and except as may be required by law:
Article II, Section 2.3 - Grievance Procedure
Article III - Conditions of Work, Sections 3.1.3 through 3.1.6, 3.2, 3.3, 3.4.3, 3.4.4, 3.4.5, 3.4.6, 3.4.7, 3.5, and 3.8
Article IV, Section 4.2 and 4.3 - Leaves of Absence
Article V, Section 5.5 - Tax Sheltered Annuities
- 1.3.5.3 All sections of this agreement shall apply to long-term substitutes and long-term temporaries who work 90 or more days except as follows and except as may be required by law:
Article II, Section 2.3 - Grievance Procedure as it relates to terminations
Article III, Section 3.1.3 through 3.1.6, 3.2, 3.4.4 through 3.4.7, 3.5 and 3.8 - Conditions of Work
Article IV, Section 4.2 and 4.3 - Leaves of Absence
Article V, Section 5.5 - Tax Sheltered Annuities
- 1.3.6 At the request of the Association, a list of all employees included in the bargaining unit will be furnished by Human Resources. The District may limit such requests to one per month.

Section 1.4 APPROPRIATE MATTERS FOR NEGOTIATION

Pursuant to Chapter 41.56 RCW, Public Employees Collective Bargaining Act, the District and the Association agree to meet at reasonable times, to confer and negotiate in good faith and to execute a written agreement, regarding matters appropriate for negotiations which shall relate to wages, hours, working conditions and grievance procedures, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in Chapter 41.56 RCW.

Section 1.5 APPLICATION OF AGREEMENT

- 1.5.1 The provisions of this Agreement are deemed to be separable to the extent that if and when a federal government agency or court of last resort adjudges any provision of this Agreement in its application between the District and the Association to be in conflict with any existing law, such decision shall not effect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided further, that in the event any provision or provisions are declared to be in conflict with the law, both parties shall meet within thirty (30) days for the purpose of re-

negotiations and agreement on the provision or provisions so invalidated.

1.5.2 No provision of this Agreement shall operate in conflict with State or Federal laws.

1.5.3 Status of Agreement. This Agreement will supersede any policies, procedures or individual contracts of the District which are contrary to or inconsistent with its terms.

ARTICLE II - RIGHTS AND RESPONSIBILITIES

Section 2.1 NONDISCRIMINATION AND CITIZENSHIP RIGHTS

2.1.1 There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, sex, religion, national origin, age, sexual orientation, or the presence of any sensory, mental or physical disability. Furthermore, it is the intent of the parties in this agreement that it shall be administered and applied in a nondiscriminatory fashion.

2.1.2 Consistent with the Statutes for the State of Washington and Constitution of the United States, employees have full rights of citizenship. The exercise of these rights shall not be grounds for disciplining or discriminating against the employee.

2.1.3 The District shall not interfere with the right of employees to become members of the Association or with the exercise of their legal rights under RCW 41.56, and shall not discriminate against, interfere with, or coerce any employee because of membership or non-membership in the Association.

2.1.4 The District will maintain policies and procedures related to prohibiting sexual harassment and other forms of harassment as required by law. Such policies and procedures shall be available at each work site. Upon request, the Association shall be provided with a copy of such policies and procedures.

Section 2.2 PERMANENT PERSONNEL FILE

2.2.1 Materials placed in the employee's permanent personnel file after employment shall be available for review by the employee. Upon request, a copy at District expense of any documents contained therein shall be afforded to the employee. The annual Performance Evaluation report for employees shall become part of the employee's permanent personnel file. The performance evaluation shall be signed by the

employee at the time of the evaluation, and signed by the principal or responsible administrator of the program prior to submission to Human Resources.

2.2.2 No material shall be placed in the personnel file without notification to the employee. Notification shall be within fifteen (15) days of receipt of the materials. An employee may respond in writing to anything in the personnel file with which the employee may disagree. These responses also become a part of the personnel file.

2.2.3 One permanent personnel folder shall be maintained for each employee of the bargaining unit and may contain, but not limited to: recommendations, transcripts, correspondence, pertinent data concerning the employee and evaluation reports. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District and/or building. The employee may be accompanied by another person of the employee's choosing to review the personnel file.

All "Substitute Performance Reports" shall become a part of the employee's personnel file.

The employee has the right to add information in explanation of materials already in the folder and may add other items relevant to his/her employment.

Any materials filed longer than three (3) years in the personnel file kept within the District and/or building shall, at the employee's request, be removed provided: 1) the materials are not required to be retained by law, or 2) the materials are not part of a formalized continuing action.

Such requests shall be made in writing.

Materials may only be considered part of a formalized continuing action, if at the time of the employee's written request, the employee:

1. is on a plan of improvement;
2. is on probation;
3. has a grievance pending resolution;
4. has been given notice of probable cause for disciplinary action which is still subject to appeal or being appealed; or
5. has been given notice of probable cause for discharge, adverse effect or non-renewal of contract which is still subject to appeal or being appealed.

Section 2.3 GRIEVANCE PROCEDURES

- 2.3.1 Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The parties agree that the timelines of Article II, Section 2.3 will be tolled for the two winter breaks, the spring break and the summer break and will recommence on the first working day after said breaks. Under unusual circumstances, time limits may be extended by mutual agreement. The following procedures shall be utilized by a grievant(s) to resolve an alleged grievance, as defined below:
- 2.3.2 The Association shall be notified by the District of any formal grievance of any employee in the bargaining unit. The Association shall also be given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance in accordance with RCW 41.56.080.
- 2.3.3 A grievance shall be defined as a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 2.3.3.1 (Step One-Informal) Employees shall first discuss the grievance with the immediate supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty-one (21) calendar days of the occurrence of the grievance or twenty-one (21) calendar days from the time the grievant should have become aware of the events giving rise to the grievance, or twenty-one (21) calendar days from the time the Association should have become aware of the events giving rise to the Association grievance, whichever is later shall be invalid and subject to no further processing. If the grievance arises from an action by a District supervisor/administrator other than the immediate supervisor, the grievant or Association may present such grievance at Step Two.
- 2.3.3.2 (Step Two-Formal) If the grievance is not resolved to the employee's satisfaction in accordance with Step One, the employee may submit a formal grievance (**Exhibit A** attached hereto) to the Superintendent, with a copy to Human Resources, within seven (7) calendar days of the Step One, informal meeting. The Superintendent or designee shall meet with the grievant within fourteen (14) calendar days from submission of the grievance form. The Superintendent or designee shall make

a written response to the grievant within fourteen (14) calendar days of the Step Two, formal meeting.

2.3.3.3 (Step Three-Arbitration)

- A. If no satisfactory settlement is reached at Step Two, the Association, within twenty-one (21) calendar days of the receipt of the decision, may appeal the final decision of the District to the American Arbitration Association for arbitration under the Voluntary Rules. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.
- B. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).
- C. Jurisdiction of Arbitrator
 - 1. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.
 - 2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.

2.3.4 Additional Provisions

- 2.3.4.1 Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.
- 2.3.4.2 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.
- 2.3.4.3 In order to expedite grievance adjudication, the parties agree that any Association grievances will be lodged at Step Two of this procedure.

- 2.3.4.4 A grievant can be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2.3.4.5 The District shall not discriminate against any individual employee for taking action under this Article.
- 2.3.4.6 The arbitrator shall specify in the award that the Association or the District, whichever is ruled against, shall pay the fees of the arbitrator, including necessary expenses. All other expenses shall be borne by the party incurring them.
- 2.3.4.7 The processing of any grievance shall not be construed by the Association as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance or arbitration machinery under the terms of this Agreement. Any question of arbitrability shall be decided by the arbitrator.
- 2.3.4.8 All documents, communications, and records dealing with the processing of a grievance, except the final disposition, shall be removed from the individual's personnel file upon resolution of the grievance.
- 2.3.4.9 During the course of any investigation by the Association, the District shall cooperate with the Association and furnish to it relevant and necessary information for the processing of the grievance, subject to legal limitations.
- 2.3.4.10 The timelines may be extended by mutual agreement of the parties.

Section 2.4 MANAGEMENT RIGHTS

- 2.4.1 Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and negotiation may be construed to be a delegation to others of the policy-making authority of the District Board, which authority the District specifically reserves unto itself. The management of the District and the direction of the employees is vested in the District subject to the terms of this Agreement and federal and state laws and regulations. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the bargaining unit are to be

conducted, including the right to sub-contract work and designate the work to be performed by the District or others and the places and the manner in which it is to be performed. Management officials retain the right and obligation, according to District policies and regulations, to do the following as enumerated below:

- 2.4.1.1 Direct employees covered by this Agreement, subject to the terms of this Agreement.
- 2.4.1.2 Hire, promote, demote and retain employees of the bargaining unit subject to the terms of this Agreement, and to suspend or discharge employees for just cause.
- 2.4.2 Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated.

Section 2.5 NO STRIKE AGREEMENT

There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association regardless of whether any unfair labor practice is alleged. The District shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Association members occur, the Association shall immediately instruct its members to return to work. If the employees do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge. An employee may, without penalty, refuse to cross a picket line if rare or unusual or physical hazard is involved in proceeding to the work location. However, the employee must call in and receive prior approval from the Assistant Superintendent of Human Resources.

Section 2.6 ASSOCIATION RIGHTS

- 2.6.1 The Association shall be provided with bulletin board space for the purpose of posting Association materials at each work site. The Association shall be permitted use of the employees' mail boxes. The Association agrees that it will not seek to utilize the employees' mail boxes for any material which is not in the best interests of the District or its operations. The District shall not be responsible for any material placed in the employees' mail boxes or its loss.

2.6.1.1 Uses of Intra-District Mail and Email Systems. The Association may use the district's internal mail distribution system and e-mail system for the following purposes:

- a. Meeting notification.
- b. Communications containing information on grievances.
- c. Matters relating to joint Association and District trainings, activities or in-service opportunities.

Any group communications other than the above shall require the prior approval of the director of labor relations.

All communications shall follow Public Disclosure Commission regulations and District policy. Any mass emails directed to the Association membership shall be copied to the director of labor relations.

The Association agrees to indemnify and hold the district harmless for any and all costs which may result from such use of the District's mail service or email by the Association.

2.6.2 The Superintendent or designee shall meet with Association representatives periodically at mutually agreed times to discuss matters of concern to either party.

2.6.3 The District shall grant to the Association president/designated employee(s) up to twenty-five (25) days leave with pay per year for Association business or to attend local, regional, state or national association meetings/conferences. No employee shall take more than ten (10) days total per year nor more than five (5) consecutive days for any one meeting/conference. All such leave is subject to approval of the Superintendent or designee and the Association president. The Association shall notify the District at least five workdays prior to the commencement of such leave. Such notification, as well as the time limitations enumerated above, may be waived at the District's discretion. The District will be reimbursed for substitute costs, if a substitute is employed.

2.6.4 The Association may use Kent School District facilities upon proper advance request and authorization. In the event District equipment needs to be utilized, the Association shall discuss the use of such equipment with the District in advance and make arrangements for reimbursement for materials and supplies in accordance with District procedures.

- 2.6.5 Association agents shall be permitted access to school property to conduct Association business at reasonable times. Such access shall not interfere with employees' normal work hours or the District's operations. Whenever an employee representative of the Association or bargaining unit employee is mutually requested by the parties to participate in grievance proceedings or other meetings, the employee(s) shall suffer no loss in pay.
- 2.6.6 Upon request, the District agrees to furnish the Association all public information and information necessary for the Association to process a grievance. The District shall send to the Association president the bi-weekly Board agendas. The Association shall promptly be notified by the District of any disciplinary actions of any employee or any grievances filed by employees. The Association president will be notified of all new bargaining unit hires or terminations/resignations.
- 2.6.7 If a District committee is formed for the purpose of developing a school calendar, the Association will have the right to appoint a representative to the committee.
- 2.6.8 The District values the essential role Paraeducators play in District efforts to ensure that all students meet their learning objectives. To facilitate greater effectiveness of District curricular initiatives involving Paraeducators, the District will conduct quarterly meetings with a team of Paraeducators selected by the Association. The team will include no more than five (5) Paraeducators as determined by the Association. The voluntary meetings will be held after work.

The purpose of these meetings will include the following objectives:

Brief employees on potential changes in curricular initiatives and the support the District will need to provide for the changes to be effective,

Review current District expectations and provide feedback if there are deficiencies in the current structure (e.g., materials, training, scheduling of workday).

Section 2.7 ASSOCIATION DUES AND REPRESENTATION FEES

- 2.7.1 Upon written authorization, the District shall deduct from the employee's wage each pay period, the dues required for membership therein and transmit such dues to the treasurer or treasurer designee of the Association. Such dues include both local and affiliation dues. No deduction shall be made which is prohibited by applicable law.

- 2.7.2 New employees may elect to become members of the Association or may pay a representation fee equivalent to the dues of the Association. New employees who fail to authorize payroll deductions will have a representation fee deducted from their wage and paid to the Association, pursuant to Chapter 41.56 RCW. Employees who are laid off and rehired by the District shall be considered new employees as it relates to this Section.
- 2.7.3 An employee who is a member of the Association shall thereafter maintain her/his membership in the Association during the life of this Agreement or pay a representation fee equivalent to the dues of the Association, pursuant to Chapter 41.56 RCW.
- 2.7.4 In order to safeguard the right of employees based on a bonafide religious objection, the teachings or tenets of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the representation fee to a non-religious charity pursuant to Chapter 41.56 RCW.
- 2.7.5 Prior to September 10 of each year, the Association's treasurer/designee shall inform the District's Assistant Superintendent for Business of the amount of dues to be deducted each month for each employee.
- 2.7.6 The Association agrees to reimburse any employee from whom dues were deducted in excess of the amount due to the Association, at that time, provided the Association or its affiliate actually received the excessive amount.
- 2.7.7 The District shall provide notice to new bargaining unit employees of the requirements of Section 2.7. Inquiries made about the application of Section 2.7 shall be referred to the Association.
- 2.7.8 The Association shall indemnify the District against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Section.

Section 2.8 EMPLOYEE PROTECTION

- 2.8.1 No employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from the appropriate personnel. Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the necessary certification or license to perform the procedure.

Training time will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable. Employees may request refresher training when an employee believes it to be needed; provided that such training shall not occur more than one time per school year except as determined by the District. Refresher training shall mean retraining on a specific topic in which the employee has already received training.

- 2.8.2 The District will make reasonable efforts to establish and maintain a safe and secure school and work atmosphere for all employees and students. In the maintenance of a sound-learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently in accordance with Board Policy. The District shall support employees in their efforts to maintain discipline in the District. Paraeducators may participate in the development and review of the school discipline plan. The district shall ensure that each paraeducator receives appropriate assistance and support from his or her district supervisor and/or building administrator in connection with discipline problems.
- 2.8.3 To the extent permitted by law and to the extent known by a building administrator, employees shall be provided with information about students assigned to the employee(s) who exhibit known behaviors and/or known discipline problems which may be disruptive.
- 2.8.4 Liability Insurance. The district will maintain sufficient liability insurance for protection against claims for the negligent or wrongful acts of its employees or agents. The amount and terms of such insurance protection will be reviewed annually as part of the district's risk management programs.

The board will hold individual board members, administrators, employees or agents of the district harmless and defend them from any financial loss, including reasonable attorneys' fees, arising out of an act or failure to act, provided that at the time of the act or omission complained of, the individual so indemnified was acting within the scope of his/her responsibilities or employment and in compliance with the policies and procedure of the district.

- 2.8.5 The District will reimburse employees who suffer damage to their property (including glasses and clothing) as a result of being assaulted by a student. Reimbursements will be made after an employee informs Risk Management of the incident, the loss, and provides any appropriate documentation.

- 2.8.6 Employees will not be required to search a student, a student's possessions, or a student's locker, but may be requested to witness such a search.
- 2.8.7 To the extent allowed by law, employees shall be informed about students who have a life-threatening medical need or condition when such students are assigned to the employee for supervision or instruction.
- 2.8.8 Paraeducators shall not be requested nor required to perform any duties that require a teaching certificate as defined in 1.2.7. Any employee who is certified as a substitute teacher and is assigned to substitute for a teacher will be paid at the appropriate substitute teacher rate and will accrue all benefits under the KAP contract as if the employee had worked the employee's regular assignment.
- 2.8.9 The supervisor will review workplace safety procedures with employees on an annual basis. Employees are expected to report all safety concerns to their supervisors and to their worksite safety committees, if applicable. Upon request, the District shall provide information regarding the resolution of the safety concern. Potentially unstable situations will be communicated with employees in advance, when possible. In the event of an assault upon an employee, such action shall be immediately reported to the appropriate supervisor. The District shall make all practicable efforts for assistance to be rendered to the employee, and shall document the action.

ARTICLE III - CONDITIONS OF WORK

Section 3.1 JOB VACANCIES

- 3.1.1 To promote the opportunity for advancement within the District, the District shall publicize job vacancies that become available within the District during the school year by posting a notice at each facility where bargaining unit members are employed. During the summer months the Association president shall be notified of vacancies as issued. Open positions shall not be filled until they have been advertised for seven (7) calendar days. Selection from qualified applicants will be determined after giving due consideration to requests for transfer and the Affirmative Action Program. When filling a new or open position, length of service in a bargaining unit position(s), qualifications (as defined in the job description), student needs, and experience shall be considered by the District in filling such position.
- 3.1.1.1 The Association recognizes the right of the District to fill a position of fewer than sixty (60) work days without advertisement.
- 3.1.1.2 If the District selects 3.1.1.1 above, the job need not be advertised within the District; however, the president of the Association shall be notified by Human Resources of any action taken.
- 3.1.1.3 Paraeducator positions for Library are exempted from the unassigned/unfilled pool if qualified candidates currently exist in the District employment pool. If a position, as described above, becomes available for the following school year, it shall be open to permanent, in-district KAP employees before being advertised.
- 3.1.2 All employees covered by this Agreement shall have the right to apply for any bargaining unit position which is advertised in accordance with Section 3.1.1, above. Employees may do so by completing a Vacancy Bid Form (Exhibit B attached hereto) and forwarding it to the Human Resources Department. The bid form must be received in the Human Resources Department by the closing date in time to warrant consideration. Paraeducators who apply for a position and who meet the minimum qualifications for an advertised position will be interviewed for the position. However, the District may choose to not offer an interview to an employee who has previously interviewed for the same or similar position with the same administrator unless the employee shows evidence of updated or additional training.

3.1.3 When positions are eliminated for program adjustment or budget reasons, displaced employees shall be placed in the unassigned pool at the end of the school year. Except for openings in new schools, which shall be posted in accordance with the provisions of this Agreement, positions which open prior to August 30 of each school year shall be offered to the unassigned pool in seniority order until all displaced employees have been placed in a position or offered at least three positions. Good faith efforts will be made to accommodate employees' experience, skills and number of hours worked in the prior school year. However, no paraeducator may increase their hours by more than .5 hours per day or the number of days worked per year as a result of implementation of this provision, except to the extent that no other employee in the pool chooses to fill such vacancy. Employees not placed by August 30 will be eligible for layoff and recall under the provisions of Section 3.4.7 at that time. Remaining unfilled positions shall be advertised and filled according to the provisions of this Agreement.

3.1.4 If a position opens at an employee's original building on or before September 15 of the subsequent school year, an employee who has moved to another building as a result of placement from the unassigned pool shall have a one-time right of first refusal relative to that position. If there is more than one such employee involved, bargaining unit seniority shall prevail. An employee(s) may not return to a position that would increase his/her hours over that of their previous assignment in that building by more than .5 hours.

3.1.4.1 If a paraeducator who is not having his/her hours reduced volunteers to abdicate his/her seniority in a building that is losing hours thereby placing himself/herself in the unassigned/unfilled pool, letting a less senior employee take his/her hours in the building, that paraeducator gives up his/her recall rights under Section 3.1.4 of the Agreement.

3.1.5 Addition and Reduction of Hours

3.1.5.1 Paraeducator hours of 2.75 hours or less that are added at the worksite shall be offered to paraeducators currently assigned to the site consistent with 3.1.6.3. In assigning such hours, consideration will be given to building seniority, and-building and program needs, including program support schedules. Additional hours may not be added if the employee's most recent annual evaluation reflects an overall rating of less than satisfactory or if the employee is on a corrective plan of action. If these additional

hours are not filled by paraeducators at the site, the additional hours shall be posted.

Base hours are the highest number of regular, permanent (not temporary) hours an employee has been assigned during the current school year.

3.1.5.1.1 Addition of hours before the unassigned/unfilled pool date and after the posting cut off date shall be assigned as follows: If a building has met all of the base hour requirements of the paraeducators in the building who have lost up to, but not more than 2.75 base hours due to reduction of hours, remaining paraeducator hours, including all three (3) hour blocks of time or more, in building must go into the unassigned/unfilled pool.

3.1.5.1.2 After the unassigned/unfilled pool date, any additional hours of a three (3) or more block of time coming into a building must be opened and advertised as per this Agreement.

3.1.5.2 If bargaining unit hours at a worksite are decreased, consideration will be given to seniority and the program need consistent with 3.1.6.3 where the hours are being reduced. An employee as defined in Article I, 1.3.3.1, who has a reduction in hours during the work year may enter the unassigned/unfilled pool at the end of the school year.

3.1.5.3 For one-on-one paraeducators, when the student assignment is no longer needed, the employee will maintain their hours and current rate of pay and will be given a substitute assignment on each scheduled work day. As paraeducator openings arise, the paraeducator will have the opportunity to apply for and be interviewed for each open position. If the paraeducator is not chosen for the open position by the administrator, the paraeducator will continue to fill substitute assignments. At the end of the school year, if the paraeducator has not been chosen for a permanent position, the paraeducator will be placed in the unassigned/unfilled pool.

3.1.6 Involuntary Transfer

3.1.6.1 Involuntary reassignments beyond the unassigned/unfilled process of Sections 3.1.3 and 3.1.4 shall not be made if such reassignment would cause the employee to work fewer hours or

for lesser hourly pay. An employee will be given written reasons prior to any involuntary transfer.

3.1.6.2 Paraeducator positions are affiliated with a program and not affiliated with a particular worksite or certificated employee. In instances where two (2) or more paraeducators are assigned to a program, a portion of which is being moved to another worksite, most senior paraeducator shall have the choice of moving or staying provided such paraeducator meets the qualifications and scheduling requirements. When the entire program is being moved from one worksite to another, the paraeducator(s) assigned to the program will have the option to move to the new worksite. If an employee chooses not to move, he/she may enter the unassigned/unfilled-pool. This also includes paras with the present definition of "one-on-one" assignments when the student moves to a different location. Paraeducators in this instance will retain their recall rights under section 3.1.4 of this Agreement. If an employee's hours are reduced or will be reduced as a result of such a move, the employee shall have the option of the unassigned/unfilled pool at the next opportunity

3.1.6.3 For purposes of the involuntary transfer process (unassigned/unfilled) for displaced employees as described in Article III, Section 3.1.3, employees at a building who are assigned to Integrated Program (IP), ELL, LAP and Title will be combined into one group. ECE, School Adjustment, Support Center, Adaptive Support Center and one-on-one paraeducators will be treated as separate groups for purposes of involuntary transfer. The parties agree to discuss the above referenced groups following the development of job descriptions and collection of data.

Should reductions take place in any program as noted above, employee(s) will be displaced in reverse order of seniority within the combined group. Should there be a special requirement within a specific program in the combined group that must be considered in the displacement process, the parties will meet to discuss the need and come to agreement on by pass of the particular employee(s).

Section 3.2 EMPLOYMENT NOTIFICATION

Any employee not notified by May 30 shall be considered automatically rehired for the ensuing school year, subject to availability of funds, continuation of the program and position.

Section 3.3 SENIORITY AND LONGEVITY

- 3.3.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began regular employment in a bargaining unit position or in a position subsequently included in the bargaining unit. Employees who leave the bargaining unit will not maintain their seniority. Employees who are on leave to fill a temporary position in the District shall be subject to the provisions of Article IV, Section 4.1.1.
- 3.3.2 Employees designated surplus through the staffing process who choose to accept continuing employment as a substitute in lieu of a regular position shall continue to maintain their bargaining unit seniority for up to eighteen (18) months.
- 3.3.3 The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for just cause, and retirement. Seniority rights shall not be lost but shall not accrue for the following reasons: authorized, unpaid leaves of absence and involuntary layoff. Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury; paid, authorized absence covered by the leave provision of the agreement; and holidays and vacations.
- 3.3.4 By March 15, of each year, the District will print and distribute to all employees in the Association, a seniority list ranking each employee from greatest to least seniority within the bargaining unit.

Section 3.4 DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT

- 3.4.1 Each employee has the right, during an investigatory interview which the employee reasonably believes may result in discipline, to request the presence of an Association representative. The Association representative shall not obstruct or interfere with the interview, but may make inquiries and statements on behalf of the employee.
- 3.4.2 Meetings between the employee and District shall occur at mutually convenient times when the employee, the Association representative and District representative may be available.
- 3.4.3 Disciplinary Action. Disciplinary action for purposes of this article shall mean written warnings, written reprimands, suspension without pay or involuntary termination. No employee shall be subject to such disciplinary action without just cause. The specific grounds forming the basis for suspension or termination shall be made available to the employee in writing. Any complaint or allegation not called to the

attention of the employee within ten (10) days of receipt or composition may not be used as the basis for any disciplinary action against the employee.

3.4.4 Discharge, Involuntary Termination of Employment

- 3.4.4.1 In the case of involuntary termination for performance deficiencies (i.e., quality and quantity of work), the employee shall be entitled to receive a notice of intent to discharge from employment fourteen (14) calendar days prior to the actual date of discharge.

The employee shall be entitled to receive a written statement of reasons for the discharge. If written notice for a hearing is received within seven (7) calendar days of the notice of intent to discharge, the employee is entitled to a hearing with the Superintendent or designee.

- 3.4.4.2 This subsection shall apply to cases not covered by 3.4.4.1, above.

- 3.4.4.2.1 Where charges are of a serious nature, as determined by the District, the District shall have the authority to suspend an employee without pay for a period of up to ten (10) working days pending investigation of the charges. The employee shall be entitled to receive a written statement of reasons for the suspension.

- 3.4.4.2.2 In the event the charges against the employee are sustained, the employee is considered discharged as of the date of suspension without further compensation. The employee shall be entitled to receive a written statement of reasons for the discharge. If written notice for a hearing is received within seven (7) calendar days of the notice of intent to discharge, the employee is entitled to a hearing with the Superintendent or designee.

- 3.4.4.2.3 If the investigation fails to provide grounds for discipline warranting discharge, the employee shall be reinstated to an equivalent position with wage retroactive to the date of suspension.

- 3.4.4.2.4 If the investigation finds the employee at fault, but does not warrant discharge, the District may still take disciplinary action against the employee. In such event,

the employee shall be entitled to a written statement of the reasons for the discipline.

3.4.5 Resignations. The employee shall give fourteen (14) calendar days notice in writing of intent to resign. When it is mutually agreed upon by the employee and the District, the fourteen (14) calendar days mandatory notice may be waived.

3.4.6 Exit Interview. Upon receipt of a resignation, the Human Resources Department shall, within ten (10) calendar days, arrange an exit interview, and the employee shall be informed of eligible benefits.

3.4.7 Layoff and Recall

3.4.7.1 In the determination of layoffs, employees shall be laid off in reverse order of seniority within the bargaining unit provided that employees must be qualified for a remaining position using qualifications as set forth in the appropriate job description. Employees shall not be "bumped" or reduced in seniority ranking by non-bargaining unit employees.

3.4.7.2 In the event the District anticipates a layoff of employees, the Association and the affected employees will be given thirty (30) calendar days written notice prior to the time the layoff would occur.

3.4.7.3 In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lottery to determine position on the seniority list.

3.4.7.4 A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.

3.4.7.5. Laid off employees may continue their insurance benefits by paying the regular monthly group rate premium for such benefits to the District, subject to carrier approval, for up to eighteen (18) months from the date of layoff.

3.4.7.6. Laid off employees shall be placed into a re-employment pool. Reassignment from this pool to existing vacancies within the bargaining unit shall be in reverse order of layoff to any open position for which the employee qualifies. Qualifications shall be as set forth in the job description for the position. Recall rights shall not extend beyond eighteen (18) months from the date of

layoff. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address.

- 3.4.7.7 If an employee rejects an offer of recall, the position shall be offered to the individual so laid off with the next greatest seniority who is qualified as set forth in paragraph 3.4.7.6 above. The employee who has rejected the reassignment will remain in the pool. An employee may reject one (1) offer of re-employment for any reason. Additionally, an employee may reject subsequent offers of re-employment if the position is for fewer hours per day, fewer days per year, a lesser hourly rate of pay or the job title is different than that of the last position held by the employee.
- 3.4.7.8 All benefits to which an employee was entitled at the time of his/her layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff. The employee will be placed on the wage schedule based on the number of units the employee had accumulated prior to recall, if applicable. If the method for placement and/or advancement on the wage schedule is changed while any employee is on layoff, this provision shall be renegotiated.
- 3.4.7.9 In no case shall a new employee be hired while there are laid off employees who are available and qualified for a vacant or new position.
- 3.4.7.10 Employees who are laid off but who complete a professional development program level(s) prior to September 1 of the subsequent school year, shall be compensated at the specified rate.

Section 3.5 PROBATIONARY PERIOD

All new employees within the jurisdiction of this Agreement shall be on probation for one-half (1/2) of their designated work year. During this time, grievance procedures relating to termination are waived. If the new employee's job performance is not acceptable, the supervisor shall identify to the employee the reasons supporting the demonstrated performance and work deficiencies. The employee shall have the right to Association representation at this conference.

Section 3.6 HOLIDAYS

All Paraeducators shall receive the following holidays without loss of pay:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
- 7 & 8. Christmas Day and the day before or day after
9. Martin Luther King Day

Eligible employees shall receive pay equal to their normal work shift at their regular rate of pay in effect at the time of the holiday. An employee who is on the active payroll on the holiday and has worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, or is on a paid leave of absence for those days, shall be eligible for pay for the unworked holiday. In the event any holiday referenced above falls upon a Saturday or Sunday, the District calendar shall reflect a weekday as the paid holiday. Employees who are required to work on the holiday referenced above shall receive twice their base rate for all hours worked on such holidays.

Section 3.7 HOURS OF WORK AND OVERTIME

- 3.7.1 Work Week. Consistent with federal and state regulations, the District shall establish and maintain a defined work week. Each employee shall be assigned to a definite and regular work schedule which shall not be changed unless the employee has received five (5) days notice, except in an emergency.
- 3.7.1.1 The work week, for payroll purposes, shall be defined as a seven (7) day week, commencing at 12:00 a.m., Monday, through 12:00 midnight the following Sunday.
- 3.7.1.2 Extra hours worked beyond the normal assigned schedule shall be paid in accordance with Sections 3.7.2 and 3.7.3, and in accordance with procedures established by Human Resources and Payroll.
- 3.7.2 Overtime. Overtime shall be administered in accordance with the Fair Labor Standards Act, 1937 Amendments, and state laws and regulations. Members of the Association who are required by their

immediate supervisor to work beyond their regularly scheduled hours shall be compensated at their regular hourly rate for hours worked up to a total of forty (40) hours worked in a given work week. Hours worked beyond forty (40) hours in a given work week will be compensated at time and one-half. A member may elect to receive overtime at the appropriate rate, as outlined above, or compensatory time as per Section 3.7.3.

3.7.3 Compensatory time shall be administered in accordance with law.

3.7.4 Worksite/District Closure and Delay. Individual Site(s) Closure: In the event of an unusual or emergency site closure due to inclement weather or other circumstance, electrical problems or the like, employees will have the following options: use any available discretionary leave, use emergency leave (as identified in contract section 4.1.9), take leave without pay, or work at an alternative site as directed by the District. (*Employee discretionary leave must be used first, if available, before sick leave. When all other leave is exhausted, leave without pay may be used.*) Employees reporting to work who were not notified by the District or public media prior to leaving home shall receive a minimum of two (2) hours pay. Employees shall not be required to remain at a closed site.

If students are required to make up the lost day(s), employees shall also make up the day(s). If the day(s) must be made up, it is understood that the day(s) will be an additional paid work day for the affected employees.

District Closure/Make-up Day Added to the Calendar: In the event school is cancelled District wide, employees are expected to listen to the public media prior to leaving home for notification of closure. Employees reporting to work who were not notified by the District or public media prior to leaving home, shall receive a minimum of two (2) hours pay. Employees shall not be required to remain at a closed site.

If students are required to make up the lost day(s), employees shall also make up the day(s), which shall result in the employee suffering no loss of pay and benefits.

Delay of School Opening: The parties recognize that inclement weather conditions may prevent the timely arrival of employees for safety and/or other related reasons. Therefore, when the opening of school is delayed, employees shall report to work as close as reasonably possible to their regular time. The employee may make up lost time, if any, at a time that is agreed upon by the employee and the employee's

supervisor or the employee may utilize emergency leave as described in 4.1.9.

For the purposes listed in this section 3.7.4, up to one day of leave will not impact the employee attendance incentive.

3.7.5 Rest Periods. All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) consecutive hours without a rest period.

3.7.6 Meal Periods. All employees scheduled to work five (5) or more hours will be provided a minimum duty free lunch period of thirty (30) minutes when the employee is free to leave the worksite.

All employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at his/her regular rate of pay or at the overtime rate, if applicable.

3.7.7 Travel Time. Employees hired for and assigned to positions split between buildings shall be allowed sufficient paid travel time.

3.7.8 Work Assignment Form. Each employee shall receive a work assignment form by October 1 each year. The form shall minimally include the employee's hourly rate of pay, the scheduled number of hours per day, the scheduled number of days for the year, the specific job assignment and work location. Employees who begin their employment after the start of the school year shall be provided with a work assignment form within a reasonable time after employment begins.

Section 3.8 EVALUATION PROCESS

3.8.1 Each employee will be given the name of his or her evaluator for each school year. For those who are employed on the opening day of school, such notification shall be given within the first twenty-five (25) working days of the school year. For employees who start after the first day of school, such notification shall be given within twenty-five (25) working days of their start date in a regular position. At the time an employee is notified of his/her evaluator, a copy of the evaluation form and a list of

the specific Work Knowledge and Skills criteria for Paraeducators will be provided to the employee.

- 3.8.2 Notification of An Issue Before the Annual Evaluation or Plan of Improvement - At any time there is reason to believe that a paraeducator's work performance is not satisfactory, the administrator will meet with the paraeducator to discuss the concern and give guidance regarding remediation.
- 3.8.3 Annual evaluations shall be completed by the designated evaluator and reviewed with the employee on or before June 15 of each year. Employees will be notified in advance of the time and location of the evaluation meeting. If an employee's evaluation reflects a less than satisfactory rating in whole or in part, the evaluator shall identify in writing the specific concerns and the facts which support them.
- 3.8.4 The employee shall sign the District's copy of the evaluation to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to attach a written rebuttal to the evaluation form up to two years from the date of the evaluation. Employees are encouraged to respond to evaluations within thirty (30) calendar days of the date of the evaluation
- 3.8.5 Plan of Improvement – After 3.8.2 has been implemented, employees whose work performance continues to be less than satisfactory in whole or in part in meeting District expectations or standards will be so advised in writing in the interests of gaining an acceptable adjustment. The notice will include suggestions for improvement and will identify resources that may be available to the employee in remedying such deficiencies. The supervisor shall meet with the employee to review the improvement plan. Two (2) days advance notice will be given to the employee before the plan of improvement meeting including the time and location of the meeting. At the same time the advance notice is given, the principal will advise the paraeducator that the employee may be accompanied by an Association representative. If the employee chooses to have representation, consideration will be given to the representative's calendar for scheduling purposes. The employee will be given a minimum of six weeks to achieve a satisfactory level(s) of performance. At the end of this period, the employee will be given a written determination of the employee's performance.

Section 3.9 STATE AND FEDERAL CREDENTIALING REQUIREMENTS

3.9.1 The District will accept college credits, college degree and OSPI approved testing as methods of achieving the legally mandated credentials. When OSPI approves new methods of credentialing the District and the Association will meet to discuss accepting these new forms.

Section 3.10 TIME

3.10.1 Work Schedule

Consistent with the District's Strategic Plan, the Association and the District recognize that paraeducator time is most effectively utilized when opportunities to collaborate with certificated staff are scheduled during the paraeducator's assigned workday. At the start of each paraeducator's assignment, the supervisor will present a work schedule for the regular (and alternative) workday(s). The work schedule will include student support time, adequate transition time between locations, preparation time for review of instructional directives and collaboration with other staff as determined/if determined by the principal, and break and lunch times (if applicable).

ARTICLE IV – SICK OR LEAVE OF ABSENCE

Section 4.1 LEAVE FOR ILLNESS, INJURY AND EMERGENCIES

Sick Leave. Each employee with the District shall be granted twelve (12) workdays of annual sick leave. For employees commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall be credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has 210 sick leave days at the end of the school year, the excess 10 days will be lost as of August 31.)

4.1.1 *EMPLOYEE*

Employees may use sick leave when they are unable to attend work because of their own illness or injury and for the protection of personal property in an emergency.

CHILD

Employees may use sick leave for the illness of their child under the age of 18 that requires supervision or medical treatment.

Employees may use sick leave to care for children over 18 who are incapable of self-care because of mental or physical disability. Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living. This includes activities such as grooming, bathing, dressing, cooking, cleaning, shopping, paying bills, eating, etc.

“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.

OTHER FAMILY MEMBERS

Employees may use sick leave to care for a spouse with a serious health or emergency condition as certified in writing by a licensed healthcare provider. Additionally, employees may use sick leave to care for a parent, parent-in-law or grandparent with a serious health or emergency condition. If abuse is suspected, KSD may require the employee to furnish evidence that no alternative to the employee’s absence is practicable.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care in a hospital and the like. It also includes the period of incapacity or subsequent treatment or recovery in connection with the inpatient care as long as it includes any period of inability to work, attend school or perform other regular daily activities.

Emergency condition means a health condition that is a sudden, generally unexpected occurrence related to health that demands immediate action, and is very short term in nature.

- 4.1.2 For any absence in excess of five (5) consecutive workdays, certification must be made by a licensed health care provider that the absence was medically necessary. Certification must be renewed every twenty (20) workdays of absence per year beginning September 1st, unless other arrangements are approved by the Human Resources Department.
- 4.1.3 Sick leave accumulated in any school district in the state shall be credited upon employment in the District, provided such accumulated sick leave is verified by the previous employer(s).
- 4.1.4 Compensation for sick leave shall be the same as the compensation the employee would have received had the employee not taken sick leave.

4.1.5 Sick Leave Buy Back. The Attendance Incentive Program shall be as follows:

In January any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one day's monetary compensation; PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. (Eligible employee means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment due to retirement or death and who are at least age fifty-five and have at least ten years of service under SERS 3; or (c) employees who separate from employment due to retirement or death and who are at least fifty-five and have at least fifteen years of service under SERS 2.) No more than 180 sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

4.1.6 In the case of a strike or work stoppage by any association or union associated with the Kent School District, the Board of Directors reserves the right to ask for a doctor's validation of illness, provided the Board acts to give advance notice that this provision will be implemented during a specific time.

4.1.7 Experience credit for determining wage schedule placement and seniority shall be the same as the experience credit the person would have received had such person not taken sick leave.

4.1.8 Any employee returning from taking sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one (1) school year into the subsequent school year and that position is no longer available, such employee shall be assigned to an equivalent position if possible.

- 4.1.9 An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee or his or her immediate family and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.
- 4.1.10 As allowed by state law, employees may use sick leave for the illness of their minor child, under the age of 18, that requires supervision or medical treatment. In the event of medical treatment, the employee shall attach a record of such treatment from the attending physician. In the event of required supervision, the employee shall provide a written explanation with the absence report indicating the need for required supervision.

Section 4.2 HEALTH LEAVE

- 4.2.1 An employee who is unable to perform his/her duties because of health reasons may be granted a leave of absence up to one (1) year without pay.
- 4.2.2 The District may require certification by a practicing physician that the health reason is valid and may also require that the employee present written permission by his/her physician before returning to active service.
- 4.2.3 Application for such leave shall be made in writing to Human Resources.
- 4.2.4 Any employee returning from health leave shall be assigned to the same or equivalent position.

Section 4.3 MATERNITY/PARENTAL LEAVE

- 4.3.1 An employee who is pregnant shall be granted a maternity leave to begin at any time between the commencement of the pregnancy and extend beyond the birth of the child to the extent the employee's personal physician certifies in writing that the employee is disabled due to pregnancy or child bearing. All or any portion of a maternity/disability leave taken by an employee may, at the employee's option, be charged to available sick leave for the period the employee's personal physician certifies in writing that the employee is disabled due to pregnancy or child bearing. The employee shall notify Human Resources in writing of the desire to take such leave and, except in case of emergency, shall give at least thirty (30) calendar days notice prior to the date on which the leave is to begin. The employee shall include with such notice a physician's statement certifying the employee's pregnancy. An

employee who is pregnant may continue in active employment as late into the employee's pregnancy as she desires, unless the immediate supervisor determines the employee is unable to perform the employee's required duties.

- 4.3.2 An employee shall be granted a parental leave of absence without pay for a period of up to twelve (12) weeks after the birth of the employee's child. Such leave may, upon approval of the District, be extended for a period of up to one (1) year from the date of birth of the child. The employee shall notify Human Resources in writing of the desire to take such leave and, except in case of emergency, shall give at least thirty (30) calendar days notice prior to the date on which the leave is to begin.
- 4.3.3 An employee adopting a child through the age of five (5) shall be granted an adoption leave without pay for a period of up to twelve (12) weeks after de facto custody. Such leave, upon request, may be extended for a period of up to one (1) year. Adoption leave may commence earlier if necessary in order to fulfill requirements for adoption. Said employee shall request in writing to Human Resources his/her desire to take such leave at least thirty (30) calendar days prior to the date on which such leave is requested to begin, except in an emergency.
- 4.3.4 Re-employment Rights. Assignment upon return from Maternity/Parental Leave shall be guaranteed and shall be into the employee's former position if available, or if not available, at least an equivalent position. Such employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without pay.
- 4.3.5 Early Return From Leave. An employee who has been granted Maternity/Parental Leave and desires to return to service during the period of leave may return at a time mutually agreeable to the employee and the Superintendent or designee.

Section 4.4 BEREAVEMENT LEAVE

- 4.4.1 Up to five (5) days bereavement leave may be granted in the event of a death in the "Immediate Household" or "Immediate Family." Bereavement leave of one (1) day may be granted for a person within the "Not Immediate Family" definition.

Definitions:

- Immediate Household – All people living in the same family unit, not necessarily related.

- Immediate Family – Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.
- Not Immediate Family – Niece, nephew, aunt, uncle, cousin, or close friend.

Bereavement leave shall not be cumulative.

Section 4.5 JURY DUTY/WITNESS LEAVE

- 4.5.1 Leaves of absence with pay shall be granted when an employee is called for Jury Duty or subpoenaed as a witness.
- 4.5.2 If an employee is summoned for jury duty, a copy of the summons shall be presented to the Human Resources Department. If the employee or the district believes that a leave for jury duty during the specified time will compromise public necessity or present an undue hardship or extreme inconvenience for either the employee or the district, the district will assist the employee in rescheduling his/her jury duty or requesting the court to excuse the employee from service. An employee absent for jury duty leave will be paid his or her regular wages. Such absence will be supported by a statement signed by the clerk of the court certifying each day of jury duty. Due to costs associated with travel, parking, and meals during jury service, an employee called for jury duty may accept the nominal daily expense payment from the court.
- 4.5.3 When an employee is subpoenaed as a witness in a court or other legal proceeding, leave may be granted with full salary for any day during which the employee testifies or is required by the court to be in attendance in anticipation of providing testimony. Due to costs associated with travel, parking, and meals during jury service, an employee called as a witness may accept the nominal daily fee from the court. If an employee anticipates being paid expert witness fees, permission for such testimony must be obtained from the district and leave shall be taken by the employee for time spent in court during which the employee anticipates compensation as an expert witness. Any subpoena leave will be supported by a statement signed by the clerk of the court certifying each day the employee was required by the court to be in attendance as a witness.
- 4.5.4 On any date that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's

scheduled work day remain, the employee shall immediately inform his/her supervisor and report to work if requested to do so.

Section 4.6 DISCRETIONARY LEAVE

4.6.1 Employee Discretionary. A regular employee may use up to two (2) work days of Employee Discretionary Leave with pay per year for situations that require absence during working hours to transact or attend to personal or legal business or family matters, provided that:

(1) No more than ten (10) percent but no less than one of all employees within the building (rounded to the nearest whole number) will be granted such leave for any given day. (2) Employee Discretionary Leave will not be granted on the work day directly before or the work day directly after Winter Vacation, President's Week, Spring Vacation, paid holidays, or the first or last day of the school year. (3) The employee must give notice to the District, identifying the absence as Employee Discretionary Leave, at least two (2) work days in advance of taking said leave. In unusual circumstances, this advance notification requirement may be waived by the employee's immediate supervisor.

In an effort to provide employees flexibility regarding the use of discretionary leave, one day of discretionary leave may be carried forward for use in the following year for a maximum of three (3) days of EDL in a given year. Except for one day which can be carried forward into the following year, discretionary leave is non-cumulative.

4.6.2 Discretionary Leave shall not be applicable in cases of self-determined hazardous road conditions when the District determines that school shall be held.

4.6.3 Discretionary Leave can be used in one (1) hour increments, except when a substitute is required. If a substitute is required, EDL can only be used in half or whole day increments and is not allowed in partial day uses except for an emergency, as approved by the immediate supervisor.

4.6.4 Employee Discretionary Leave Incentive. An employee shall receive remuneration for unused Employee Discretionary Leave annually. At the end of each work year, employees with two (2) hours or more of Employee Discretionary Leave left in their balance will receive a payment equal to 50% of the balance. Payment shall be made on the employee's August Pay Warrant, provided that the employee is otherwise eligible.

Employees who are rolling a day instead of receiving payment for the balance must notify payroll through the electronic process by June 10 of each year. Once the request has been submitted, it is irrevocable.

Section 4.7 MILITARY LEAVE

The District will comply with current Federal and State statutes.

Section 4.8 OTHER LEAVES

- 4.8.1 Absences for reasons other than illness may be granted by the District for reasons other than those previously stated in this Article. Such additional leaves shall normally be without pay, with wage to be deducted at the rate of one day's wage for each day's absence.
- 4.8.2 While on a leave of absence, the employee shall have the option to remain an active participant in fringe benefit programs by contributing thereto the amount required, but with no District contribution.

Section 4.9 LEAVE TO CARE FOR TERMINALLY-ILL CHILD

- 4.9.1 An employee shall be granted leave without pay up to a twelve-week maximum for the purpose of caring for a terminally-ill child under the age of eighteen (18).
- 4.9.2 If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in advance.
- 4.9.3 Any employee returning from such leave shall be assigned to the same position held at the time the leave commenced, or if that position is no longer available, the employee shall be assigned to an equivalent position.

Section 4.10 LEAVE SHARING

The District shall administer a leave sharing program as authorized by WAC 392-126 and by District policies and procedures.

Section 4.11 LEAVE TO ACCEPT A TEMPORARY POSITION

- 4.11.1 Employees holding a regular position may be granted a leave of absence for the purpose of accepting a temporary position in the District, but outside of the bargaining unit.
- 4.11.2 This leave of absence may be granted up to one (1) full school year and upon reapplication may be renewed yearly.

4.11.3 An employee returning to the bargaining unit shall retain all previously accrued seniority.

Section 4.12 ATTENDANCE INCENTIVE PROGRAM

4.12.1 During the term of this Agreement, the District shall offer a Leave Incentive Program that shall operate as follows:

4.12.1.1 An employee must work a minimum of two (2) hours per day in a regular position to be eligible for this program. An employee must be a current employee at the time the incentive payment is to be made.

4.12.1.2 In the event the employee is represented by two or more bargaining units ("split employees"), then the determination for this award shall be determined by the collective bargaining agreement or District policy covering the position that carries the most regularly scheduled hours, and provided further, that where a split employee has an equal number of regularly scheduled daily hours, the employee shall elect at the time of eligibility for payment which unit's award shall apply. The employee must meet the eligibility requirements for all positions. The award shall then be based on the employee's total number of daily hours and applied to the applicable award schedule.

4.12.1.3 For the period from September 1 through January 31, any employee who is not absent from work for any time for sick leave or leave without pay shall receive an award in accordance with the table in 4.12.1.6. Payment shall be made on the February warrant.

4.12.1.4 For the period from February 1 through the end of the work year, any employee who is not absent from work for any time for sick leave or leave without pay, shall receive an award in accordance with the table in 4.12.1.6, below. Payment shall be made on the August pay warrant or on the employee's last pay warrant of the work year, whichever is issued sooner.

4.12.1.5 Any employee who fulfills the requirements of 4.12.1.3 and 4.12.1.4, above, for a complete work year shall be awarded an additional award in accordance with the table in 4.12.1.6, below. Payment shall be made on the August warrant or on the employee's final pay warrant of the work year, whichever is issued sooner.

4.12.1.6 Attendance Incentive Award Table

<u>Daily Hours Worked</u>	<u>Award</u>
0-1.9 hours	\$ 0.00
2-4.9 hours	\$ 74.00
5-8 hours	\$110.00

Section 4.13 FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act (PL 103-3) and in addition to any other leave provisions in the Agreement, every eligible employee shall have the right to take up to a combined total of twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child, or parent; and (4) the employee's own serious health condition. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the employee is entitled.

An employee shall be eligible to use the provision of this section if the employee was employed 1,250 hours or more during the immediately previous school year.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parents, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

While an employee is on Family and Medical Leave the District and the employee shall continue to make their respective contributions to the employer's benefit plan so that the employee shall continue to receive benefits just as if the employee were not on leave.

When foreseeable, the employee must provide 30 days notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide such notice as is practicable.

The District may require the employee to provide certification from the employee's health care provider, or a family member's health care provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform his/her job functions.

Upon return to work, the District may require the employee to provide certification from his/her health care provider that the employee is able to resume work.

Section 4.14 PROFESSIONAL LEAVE

With the approval of the superintendent or designee, paid professional leave to attend local, regional, state or national meetings/conferences which provide job related training for the attendee(s) may be granted for up to five (5) days per year. Additional days must be approved by the assistant superintendent of Human Resources. When necessary, the District shall provide substitutes for up to three (3) days to perform the duties of the paraeducators who have been granted professional leave.

ARTICLE V - EMPLOYEE WAGES AND BENEFITS

Section 5.1 EMPLOYEE WAGES

5.1.1 September 1, 2012 – December 31, 2012 Wage Schedule:

Kent Association of Paraeducators (KAP)

Step 1 (0-2 Units)		\$14.24
Step 1 (0-2 Units)	SC SA ASC ECE	\$14.51
Step 2 (3 + Units)		\$15.12
Step 2 (3 + Units)	SC SA ASC ECE	\$15.42
(8 + Units)		\$15.38
(8 + Units)	SC SA ASC ECE	\$15.68
(10 + Units)		\$15.60
(10 + Units)	SC SA ASC ECE	\$15.90

Substitute		\$12.81
Substitute	SC SA ASC ECE	\$13.17

Effective January 1, 2013, two percent (2%) will be added to the salary schedule (see 5.1.2. below).

5.1.2 January 1, 2013 – August 30, 2013 Wage Schedule:

Kent Association of Paraeducators (KAP)

Step 1 (0-2 Units)		\$14.52
Step 1 (0-2 Units)	SC SA ASC ECE	\$14.80
Step 2 (3 + Units)		\$15.42
Step 2 (3 + Units)	SC SA ASC ECE	\$15.73
<u>Step 3</u> (8 + Units)		\$15.69
<u>Step 3</u> (8 + Units)	SC SA ASC ECE	\$15.99
<u>Step 4</u> (10 + Units)		\$15.91
<u>Step 4</u> (10 + Units)	SC SA ASC ECE	\$16.22

Substitute		\$12.81
Substitute	SC SA ASC ECE	\$13.17

The two percent (2%) increase will be reflected in the August 2013 pay warrant as a lump sum payment for all hours worked from January 1, 2013 through June 19, 2013. Employees that terminate employment before June 7, 2013, will not be eligible for this two percent (2%) increase.

Effective September 1, 2013, one percent (1%) will be added to the salary schedule (see 5.1.3. below).

5.1.3 September 1, 2013 – August 30, 2015 Wage Schedule:

Kent Association of Paraeducators (KAP)

Step 1 (0-2 Units)		\$14.67
Step 1 (0-2 Units)	SC SA ASC ECE	\$14.95
Step 2 (3 + Units)		\$15.57
Step 2 (3 + Units)	SC SA ASC ECE	\$15.89
Step 3 (8 + Units)		\$15.85
Step 3 (8 + Units)	SC SA ASC ECE	\$16.15
Step 4 (10 + Units)		\$16.07
Step 4 (10 + Units)	SC SA ASC ECE	\$16.38

Substitute		\$12.81
Substitute	SC SA ASC ECE	\$13.17

Effective September 1, 2015, an additional step (Step 5) will be added to the salary schedule (see 5.1.4. below).

5.1.4 September 1, 2015 – August 30, 2017 Wage Schedule:

Kent Association of Paraeducators (KAP)

Step 1 (0-2 Units)		\$14.67
Step 1 (0-2 Units)	SC SA ASC ECE	\$14.95
Step 2 (3 + Units)		\$15.57
Step 2 (3 + Units)	SC SA ASC ECE	\$15.89
Step 3 (8 + Units)		\$15.85
Step 3 (8 + Units)	SC SA ASC ECE	\$16.15
Step 4 (10 + Units)		\$16.07
Step 4 (10 + Units)	SC SA ASC ECE	\$16.38
Step 5 (15 + Units)		\$16.31
Step 5 (15 + Units)	SC SA ASC ECE	\$16.63

Substitute		\$12.81
Substitute	SC SA ASC ECE	\$13.17

If substitutes work in a position for 60 days or more, they will be paid at the regular employee wage schedule.

2013-2014 School Year	Pass Through
2014-2015 School Year	Pass Through
2015-2016 School Year	Pass Through
2016-2017 School Year	Pass Through

5.1.1.1 Training Rate. The training rate shall be the employee's regular hourly rate.

5.1.1.2 Substitute/Temporary Rates. The rates for substitutes and temporary employees shall be as follows:

Long term (60 or more consecutive days) placed on the appropriate schedule.

Provided further, that full-time employees who assume substitute or temporary assignments shall be paid at their regular rate of pay. In the event a full-time employee assumes a long term substitute or temporary position, the employee's prime hours shall be modified to include all worked hours for the purpose of calculation of insurance benefits and leave accrual benefits.

Pursuant to the contract the 60 days must be known in advance of the assignment except that overload Paraeducators so assigned for an entire trimester, regardless of its length, shall be considered long term temporary employees and shall be entitled to all benefits accorded such employees.

5.1.2 Schedule placement and advancement shall be determined as per Article V, Section 5.2, Provisions Governing Wage Schedule.

5.1.3 Employees required by the District to attend in-service classes, meetings or training sessions, beyond the employee's regular work shift, shall be paid at the employee's regular hourly rate, or at the overtime rate if applicable, for all time in attendance at such in-service classes, meetings or training, plus any fees or tuition. The District shall not require an employee to utilize any training funds or days enumerated in this agreement for this purpose.

5.1.4 For the 2012-2017 school years, the District will make available a fund for the purpose of employee skill and job development. The fund will be generated on the basis of the equivalent of three (3) workdays per employee, based on the individual employee's daily base hours at the time the fund is utilized. The fund may be used at the option of the District, in order to involve staff in implementing District goals related to educational excellence. If mutually agreed to by the principal and employee, typically at the goal setting conference, these funds may also be used for collaboration and out-of-district training. Employees shall be paid at the employee's regular hourly rate for such time.

Employees who are not full-time employees as defined in Article I, Section 1.3 shall receive one day of effective education for each sixty (60) days of employment within one school year. The day (s) must be utilized prior to the end of the employee's assignment in that work year.

Human Resources will re-calculate and adjust effective education hours as an employee's work hours change.

- 5.1.4.1 Hours that are unused as of the last day in August shall be placed in a pool for the exclusive use by members of this bargaining unit and carried over to the following year. After an employee has used all of their regularly allotted hours, the employee may use up to fifteen (15) hours from the pool per school year after submission and approval by their administrator of a plan to use these additional hours and submission of the appropriate paperwork after completion of the activity. The pool shall be administered on a first-come, first-served basis. The District will send the Association quarterly statements of the pool balance along with the deductions that were made for the quarter.

- 5.1.5 A Professional Staff Development program to further the professional advancement of the Paraeducators shall be maintained. The program shall consist of two levels, with each level consisting of approximately 90 to 100 hours or 9-10 quarter hour credits or a combination thereof, covering required and elective courses to be mutually established by the Association and the District. Upon completion of either level, the employee shall receive a one time stipend of \$620.00 per level. After an employee has obtained both certificates, the employee shall be eligible to receive an annual stipend of \$300.00 to begin the year following attainment of the second certificate and the receipt of the second one-time stipend of \$620.00. A joint committee shall meet periodically at the request of either party to review any aspect of the program.

A professional development committee comprised of a maximum of six (6) persons, with an equal number of representatives from the District and from the Association, shall be created. The committee will work with the director of program and professional development to identify and develop professional training opportunities.

- 5.1.6 Staff Trainer. Staff Trainer rate will be set at the District established rate for all trainers.

- 5.1.7 Inclusive Education Paraeducators in the IP, ECE, SC, ASC, Magnet Kindergarten and SA shall receive ten (10) additional hours of district

directed inservice/staff development. This time is mandatory for first-year employees in Inclusive Education and optional for those who have more than one complete school year (Sept. - June) of service in the Kent School District as an Inclusive Education Paraeducator.

5.1.8 If there is a team of Paraeducators working together in an Inclusive Education classroom program and there is one or more vacancies due to an unfilled position on the team or an absence of a team member, the District will make a good-faith effort to fill the vacancy(ies) with a substitute(s). In the event the District cannot fill one or more vacancies with a substitute, the remaining Paraeducators on the team shall be entitled to Additional Workload Compensation according to the following:

- Team members shall receive one (1) Additional Workload Compensation Stipend per day/period starting the second consecutive day of a qualifying vacancy.
- Once a qualifying vacancy occurs, the remaining team members shall, for the duration of the team member's absence on the day when no substitute is provided, receive Additional Workload Compensation.
- Elementary team members shall receive \$25.00 per day; secondary team members shall receive \$4.00 per period.
- Regardless of the number of qualifying vacancies on any given day, team members shall receive only one (1) Additional Workload Compensation Stipend per day/period.

Payment requests must be submitted on a Paraeducator Stipend Time Sheet form, see "Exhibit C".

Section 5.2 PROVISIONS GOVERNING WAGE SCHEDULE

5.2.1 Minimum Requirements. Paraeducators employed with the District are required to have at least one of the following:

90 quarter hours of college education;
Completed an OSPI approved paraeducator training program;
Completion of the ETS ParaPro Assessment test with a score of at least 461; or
A formal assessment, in the form of a portfolio, by OSPI.

Proof of satisfying one of the above requirements must be on file in order to be considered for an interview.

5.2.2 Initial Wage Schedule Placement. Paraeducators shall be placed on the wage schedule according to official transcripts, course records, and experience verification on file in Human Resources.

- 5.2.2.1 Credit shall be given for verified experience as a Paraeducator, teacher, or equivalent, as determined and approved by Human Resources provided such experience was listed on the application form.
- 5.2.2.2 Partial experience credit. From 0-89 days experience shall represent no credit. Ninety (90) days experience or over shall represent one full year credit. Days are not allowed to accumulate from one year to the next to gain a year's experience credit. Additionally, substitute and temporary work assignments in the Kent School District shall be used to determine partial experience credit.
- 5.2.2.3 Substitute or temporary experience shall not be granted if it was acquired outside of the Kent School District.
- 5.2.2.4 Employees may substitute additional education beyond the 90 quarter hour credit requirement for experience on the following basis:
 - 5.2.2.4.1 Each additional year (45 quarter hour credits) of education beyond the required minimum of two years counts as the equivalent of one year of experience, not to exceed two years maximum additional credit.
- 5.2.3 Advancement on Wage Schedule. Paraeducators shall be advanced on the wage schedules according to the following:
 - 5.2.3.1 Annual Increments. A paraeducator who fulfills ninety (90) days or more of an assignment in one school year shall be credited with an annual increment unit.
 - 5.2.3.2 Advancement on the Schedule.
 - 5.2.3.2.1 A unit credit shall be defined as:
 - (a) An annual increment as defined in Section 5.2.3.1
 - (b) The accumulation of one year of additional college (45 quarter hour credits). This shall be limited to a maximum two unit (or 90 quarter hour credit) accumulation. Credits to be used for advancement on the schedule shall be approved in advance by the immediate supervisor and Human Resources.

Section 5.3 EMPLOYEE BENEFITS

If any provision of Section 5.3 Employee Benefits shall be found contrary to state and/or federal law, the parties agree to reopen the applicable provision(s) for negotiations. All provisions of Section 5.3 Employee Benefits not contrary to state and/or federal law shall continue in full force and effect.

- 5.3.1 Insurance Programs. The District shall provide payments towards premiums of approved District group insurance programs in accordance with the provisions and options outlined herein.
- 5.3.2 Eligibility. An employee shall work a minimum of four (4) hours per day to be eligible to enroll in the approved insurance programs. Enrollment in the required (mandatory) programs shall be automatic for any employee working a minimum of four (4) hours per day.
- 5.3.3 Enrollment. New or returning employees desiring coverage for basic benefits and/or optional benefits, as described below, must enroll in the insurance programs within thirty (30) calendar days of the date of hire into a position that qualifies them for benefits. Failure to meet this deadline will result in non-eligibility until the next general open enrollment period for the District. Eligible employees shall have the option to change or enroll in basic benefits and/or optional benefits insurance programs during the open enrollment period specified by the District (normally the month of September through the second Friday of October of each year).
- 5.3.4 Initial Contribution Table. The District's initial insurance premium contributions per eligible employee (including eligible dependents) will be the full state benefit allocation (including the Health Care Authority retiree subsidy) pro-rated based on the following table and pooled effective with the September payroll:

<u>Annual Hours Worked</u>	<u>Monthly District Contribution</u>
741 – 840	54.9%
841 – 940	61.8%
941 – 1040	68.8%
1041 – 1140	75.7%
1141 – 1240	82.9%
1241 – 1340	89.6%
1341 – 2080	100%

- 5.3.5 Basic Benefits and Initial Contributions. The District shall provide payments towards premiums of approved District group insurance programs; if the District payment does not cover the employee

premiums, a payroll deduction will be made to cover the excess premium.

All eligible employees along with eligible dependents, will be required to participate in the District-approved dental, vision, group term life, and group long-term disability insurance programs. Each eligible employee will have the option of participating in a District-approved medical insurance program, along with eligible dependents. These programs will be known as the "basic benefits" programs. The contribution is based upon the table above.

"Optional benefits" are those District-approved insurance programs that individual employees may select which include but are not limited to the following: individual wage, individual life, individual accident, add-on group-term life and add-on group-term disability. Capacity for optional benefits contributions by the District will be contingent upon both (a) the underutilization, if any, of the District's insurance pool capacity as defined in Section 5.3.7, below, and (b) full payment by the District, within the limits of the insurance pool for the bargaining unit, of all premiums, including for dependents, for basic benefits programs as previously elected by eligible employees.

- 5.3.6 Insurance Pooling. The District shall pool unused District insurance premium contributions. Pool recalculations shall occur as often as necessary to ensure complete utilization of unused contributions. The District will consult with the Association prior to establishing an artificial pool calculation for the months of September and October.
- 5.3.7 Miscellaneous Provisions. The parties agree, pursuant to RCW 28A.200.475(1), to abide by state laws pertaining to school district employee benefits. The parties acknowledge that the above insurance agreements are for a term of one year and that the District's maximum contributions will be based on the table in Section 5.3.4, above, except as otherwise agreed by the parties or required by state law governing school district employee benefits.
- 5.3.8 Life Insurance. Employees shall be covered by the District's liability insurance policies to the extent provided therein.
- 5.3.9 Workers' Compensation. All employees covered by this Agreement shall be covered by the Washington State Workers' Compensation Law, self-insured by the District. The cost of the Industrial Insurance and Medical Aid covered will be borne by the District. The cost of the Pension Fund will be shared equally by the employee and the District in accordance with the Workers' Compensation Law.

5.3.10 The Section 125 plan implemented during the 1988-89 school year shall continue for the term of this Agreement.

5.3.11 Committee Participation. The Association shall have the right to have a representative on any District Benefits Committee and Board of Trustees established for the purpose of providing health benefits to the Association members.

Section 5.4 TRAVEL ALLOWANCES

A member of the bargaining unit who is authorized to use his/her personal car on District business shall be compensated as provided in District Policy No. 3362. The mileage shall be authorized and validated by the employee's immediate supervisor.

Section 5.5 TAX SHELTERED ANNUITIES

The District shall make a program available to members of the bargaining unit for the purchase of tax sheltered annuities. Upon receipt of an employee's properly executed application to participate in such a program, the District shall deduct the cost for purchasing them from such employee's wage.

Section 5.6 VEBA

VEBA HEALTH REIMBURSEMENT PLAN

Each year the Kent School District will make approved contributions for all eligible employees into a tax free VEBA account consistent with district policy, state and federal law, and the annual vote of Association members approving or rejecting contribution options.

The parties agree that the “numbering” within the Articles need to be reviewed and adjusted as necessary.

The parties agree to use throughout the Agreement those same spellings, punctuation, grammar, references, titles, etc., to which they have agreed in the negotiations of this Agreement. Further, the parties agree to consider all other editorial changes at any time, as long as those changes do not alter the intent or scope of the Agreement.

This concludes negotiations for the 2012-2017 school years.

IN WITNESS WHEREOF, the parties hereto have set their hand and their seals this _____day of _____, 2013 in Kent, County of King, State of Washington.

KENT SCHOOL DISTRICT #415

KAP/WEA/NEA

R. Keith Beeman, Ph.D.
Chief Talent Officer

Pat Marcum
Bargaining Chair

Janet Heise
President

KENT SCHOOL DISTRICT
Human Resources

VACANCY BID FORM - PARAEUCATOR POSITIONS
FOR CURRENT KAP (KAIA) EMPLOYEES ONLY

JOB # _____ EMP ID # _____ SSN _____

POSITION BID: _____

LOCATION: _____

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Message Phone: _____

Current Location: _____ Current Position: _____

This form is only to be used by members of the KAP union. If you are not currently working in this bargaining unit you do not submit a vacancy bid form for this position. You must submit a green consideration slip which is available in the human resources department.

Describe below your qualifications for the posted vacancy. You may include work history, skills, abilities, professional development activities and recommendations. It is not necessary to include copies of your evaluations as administrators will have access to your personnel file.

EXHIBIT C

**Kent School District
Paraeducator Stipend Time Sheet**

Special Project: Additional Workload for Paraeducator

School: _____

Name of Absent Paraeducator: _____ **Employee #** _____

Inclusive Education Program: _____

Substitute Services Job Number: _____ **Date of Absence(s)** _____

Date of Stipend(s) _____

I will be paid the amount of: \$ _____

Elem. coverage: \$25.00 per day/Second. coverage: \$4.00 per period

Criteria: *A team of paraeducators must be working together and there is:*
(a) a vacancy due to an unfilled position, and no substitute has been provided;
or
(b) an absence of one of the team members, and no substitute has been provided.

Criteria (b) only applies where a team member is absent without a substitute for two or more consecutive days. The stipend is paid for the second day and for the duration of the team member's absence on the days when no substitute is provided. There is no payment for the first day of the initial two consecutive days without a substitute.

Team Member(s) Name(s)	ID#	Signature

Principal/Administrator Signature _____

Budget # _____ **Date** _____
(determined by sub services)

RETURN THIS FORM TO THE
SUBSTITUTE OFFICE

**PARAEDUCATOR EFFECTIVE EDUCATION HOURS POOL
REQUEST FOR USE**

Name _____ Employee# _____

School _____ Program _____

I have used all of my allotted effective education hours and want to receive additional hours (up to 15) from the paraeducator pool. I wish to use _____ additional hours for the following purpose:

Upon completion of this activity, I will provide my administrator with appropriate documentation or other verification that I have used the hours for my stated purpose.

Employee's Signature _____ Date _____

I approve the employee's request for use of additional effective education hours for the purpose stated above.

Administrator's Signature _____ Date _____

**PLEASE RETURN THE COMPLETED FORM TO PAYROLL
WITH THE EXTRA PAY TIME SHEET FOR EFFECTIVE EDUCATION**

Kent School District
Core Competencies for Paraeducators
Paraeducator Documentation Form *(With Performance Indicators)*

EXHIBIT E

Last Name _____ First Name _____

Employee # _____ SSN _____

Please check off the items as the paraeducator completes them:

The performance indicators are possible areas of focus to meet the competency.

- ____ 1. **Understanding the value of providing instructional and other direct services to all children and youth with disabilities.**
- A. *Awareness of historical perspective of students with disabilities, including IDEA, 504, ADA; value and benefits to schools, staff, students and general community; modeling an integrated community.*
 - B. *Knowledge of the purpose of special education programs and education for students with disabilities.*
 - C. *Understanding of the philosophy that all students can learn and contribute.*

Date Completed: _____

Verified by/ Title: _____

Notes*: _____

- ____ 2. **Understanding the roles and responsibilities of certificated/licensed staff and paraeducators.**
- A. *Knowledge of certificated/licensed staff roles and responsibilities for program development, evaluation and for instructional supervision of paraeducators, including legal requirements and district policies and procedures.*
 - B. *Understanding of district chain of command and paraeducator role in relation to other school employees.*
 - C. *Understanding of the value of paraeducators in educational programs.*
 - D. *Understanding of paraeducator roles and responsibilities, including legal requirements and district policies and procedures.*
 - E. *Understanding of shared roles and responsibilities, including teaming and collaboration.*
 - F. *Understanding how to do self-evaluation and/or reflection as it applies to the paraeducator role.*

Date Completed: _____

Verified By / Title: _____

Notes*: _____

- _____3. **Knowledge of (a) patterns of human development and milestones typically achieved at different ages, and (b) risk factors that may prohibit or impede typical development.**
- A. Awareness of learning theory and different approaches certificate staff may use.
 - B. Awareness of and respect for the impact on families having children with disabilities.
 - C. Knowledge of the developmental continuum birth to 21 years in the following areas: communication, self-help, physical development, and social/emotional and cognitive development.
 - D. Knowledge of and respect for the influence that families have on student teaming and development.
 - E. Knowledge of issues and requirements surrounding transitions for students and families.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

- _____4. **Ability to practice ethical and professional standards of conduct, including the requirements of confidentiality.**
- A. Ability to comply with the requirements of confidentiality for educational and medical records.
 - B. Ability to comply with legal requirements regarding the reporting of abuse, discipline, and inappropriate conduct such as touching.
 - C. Ability to comply with district policies and procedures regarding delegation and supervision, and issues of insubordination.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

- _____5. **Ability to communicate with colleagues, follow instructions, and use problem solving and other skills that will enable the paraeducator to work as an effective member of the instructional team.**
- A. Ability to use communication methods to increase understanding.
 - B. Understanding of how disabilities can impact behavior.
 - C. Ability to recognize learning and communication styles.
 - D. Ability to do self-evaluation and reflection as it pertains to working as an effective member of the instructional team.
 - E. Ability to advocate for oneself.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

- _____6. **Ability to provide positive behavioral support and management.**
- A. Understanding of the use of crisis intervention and restraint techniques.
 - B. Understanding of how disabilities can impact behavior.
 - C. Understanding of the legal requirements and district policies and procedures for discipline.
 - D. Ability to promote the development of social skills.
 - E. Ability to use prevention and intervention skills.
 - F. Ability to use reinforcement strategies.
 - G. Ability to use data collection and observation techniques.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

- _____7. **Knowledge of the legal issues related to the education of children and youth with disabilities and their families.**
- A. Knowledge of the intent of IDEA, including historical perspective, impact of legal decisions, and value of legislation.
 - B. Knowledge of IDEA -- parts B and C, ADA, and 504.
 - C. Knowledge of definitions such as LRE, IEP, 504, written plans, and the implications for paraeducators in relation to legal requirements and district policies and procedures and contact provisions.
 - D. Knowledge of Washington's special education requirements in general terms including definitions, qualifications, and service options.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

- _____8. **Awareness of diversity among the children, youth, families, and colleagues with whom they work.**
- A. Awareness of how the different aspects of diversity enhance opportunities for learning.
 - B. Awareness of cultural biases and personal differences that affect working with students, families and other team members.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

_____9. **Knowledge and application of the elements of effective instruction to assist teaching and learning as developed by the certified/licensed staff.**

- A. Ability to use reinforcement strategies.
- B. Ability to use instructional techniques.
- C. Ability to use data collection and observation techniques.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

_____10. **Ability to utilize appropriate strategies and techniques to provide instructional support in teaching and learning as-developed by the certificated/licensed staff.**

- A. Ability to apply small group instructional techniques for management and support of student learning.
- B. Ability to apply specific instructional techniques to support academic areas.
- C. Ability to apply techniques that support instruction in academic areas.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

_____11. **Ability to motivate and assist children and youth.**

- A. Ability to use appropriate interest and ability level material, and to modify materials as necessary.
- B. Ability to use appropriate reinforcement strategies.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

_____12. **Knowledge of and ability to follow health, safety, and emergency procedures of the agency where they are employed.**

- A. Knowledge of basic first aid.
- B. Understanding of district policies and procedures, contract provisions and state requirements.
- C. Understanding of the legal requirements of delegation, and supervision.
- D. Understanding of the legal requirements and district policies and procedures for chain of command.
- E. Ability to use infection control and universal precautions.
- F. Ability to use lifting, carrying and transferring techniques.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

_____ 13. **Awareness of the ways in which technology can assist teaching and learning.**

- A. Awareness of assistive communication.
- B. Awareness of technological equipment.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

_____ 14. **Awareness of personal care and/or health related support.**

- A. Awareness of district policies and procedures, and the legal requirements for delegation, training and supervision, and the issues of insubordination.
- B. Awareness of legal requirements for providing health related care in the schools.
- C. Awareness of types of personal care and health related support tasks.

Date Completed: _____

Verified By / Title: _____

Notes*: _____

*Please indicate if competency was met through observation/demonstration, class (include title), or interview.

*Authorization for Special Project Pay
for Paraeducator Training Hours
FOR INCLUSIVE EDUCATION PARAEDUCATORS*

Name		ID#	Building
Name of Course/Class	Date	Hours	Approved By and Date
			(signature) Date
			(signature) Date
			(signature) Date
			(signature) Date
			(signature) Date

**Please submit this form to:
Inclusive Education Services along with
your extra pay time sheet (special projects pay).**

This form is to be used to obtain pre-approval of hours negotiated in the Kent Association of Paraeducator Collective Bargaining Agreement, Section 5.1.7., which authorizes ten (10) additional hours of district directed inservice/staff development for inclusive education paraeducators. Please keep a copy for your records.

Paraeducator Signature	Date

Letter of Agreement

Between

Kent School District #415

And

Kent Association of Paraeducators

The District and the Association may agree to increase the President's FTE for the purpose of performing Association responsibilities including communicating with Association members and with District administration. The Association will reimburse the District for the increased compensation and benefits expense related to the release time. The agreement will be year-to-year, and will specify the amount of release time, the time period, and the dates that the Association will provide reimbursement.

Kent School District

Kent Association of Paraeducators

By: _____

R. Keith Beeman, Ph.D.
Chief Talent Officer

By: _____

Pat Marcum
Bargaining Chair

Janet Heise
President

Date: _____

Date: _____