

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**KENT SCHOOL DISTRICT #415**

AND

**KENT ASSOCIATION OF  
EDUCATIONAL OFFICE PROFESSIONALS #708**

SEPTEMBER 1, 2018 - AUGUST 31, 2020



**Public School Employees of Washington/SEIU LOCAL 1948**

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- 1 1. After the temporary employee has met the criteria above, the employee shall be paid at  
2 Step 1 of the salary schedule at the appropriate classification and shall not be subject to any  
3 other term or condition of the collective bargaining agreement; except;
- 4  
5 2. If a temporary employee works for sixty (60) or more consecutive workdays in the same  
6 position, the employee shall be paid at Step 1 of the salary schedule in the appropriate  
7 classification and shall be subject to all terms and conditions of this collective bargaining  
8 agreement except Section 3.4 (Evaluation), Section 8.4 (Vacation), Section 9.2 (Leave of  
9 Absence), 9.3 (Maternity Leave), 9.8 (Workshop Leave) (and their subsections), Article X  
10 (Seniority), Article XI (Just Cause Discipline), and Section 13.3 (Effective Ed).
- 11  
12 3. If the District knows in advance that the temporary assignment will be at least fifty-percent  
13 (50%) of a regular nine-, ten-, or twelve-month position, and the employee is hired or  
14 placed in the position between September 1 of any school year and January 31 of the same  
15 school year, the employee will get one (1) year of longevity credit for salary purposes for  
16 the time spent in the position, and, in addition to the benefits noted in (A.2) above will be  
17 subject to Section 3.4 (Evaluation) and 13.2 (Effective Ed.).
- 18  
19 4. The District will notify the Association President if a continuous temporary assignment  
20 extends from one year to the next.
- 21  
22 5. It is understood by both the District and Association that temporary positions shall be first  
23 eliminated and those duties assigned to regular employees if it would prevent the need for  
24 regular employee reduction in force.

### **Section 1.2.3. Long-Term Temporary Employees.**

25 Long-term temporary employees will only be utilized as replacements for regular employees on  
26 leave for sixty (60) or more consecutive workdays in the same position and shall be subject to all  
27 terms and conditions of this collective bargaining agreement.

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30  
31 The district will notify the Association President whenever they intend to fill any continuing  
32 KAEOP position with a temporary employee.

### **Section 1.3.**

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34 In unusual situations related to temporary leave or temporary assignment which may adversely impact  
35 the employment status of employees, the District and the Association will consult on a case-by-case basis  
36 to determine the appropriate status of the affected employees. Stipulations, conditions, and  
37 determinations concerning such status, if any, will be provided pursuant to a memorandum of  
38 understanding executed between the parties.

### **Section 1.4.**

39  
40  
41 Employees in positions included in this bargaining unit who also hold a position(s) in another district  
42 bargaining unit or group ("split employees") shall be subject to the terms of this Agreement while serving  
43 in the position included in this bargaining unit, provided however, that group insurance benefits (and  
44 other benefits that are similar in nature, e.g., leave incentive program) for split employees shall be  
45 determined by the collective bargaining agreement or District policy covering the position that carries the  
46 most regularly scheduled daily hours. All regularly scheduled hours in both bargaining units or groups  
47 will be combined for purposes of determining the split employee's eligibility for benefits and the  
48

1 employer's contribution for any mandatory benefits and medical insurance. Where a split employee has  
2 an equal number of regularly scheduled daily hours, such employee shall be placed into the bargaining  
3 unit providing greater health insurance pooling benefits unless the employee otherwise advises Human  
4 Resources.

5  
6 In regard to the leave incentive program, the employee must meet the eligibility requirements for all  
7 positions. The award shall then be based on the employee's total number of daily hours and applied to the  
8 applicable award schedule.  
9

10  
11  
12 **ARTICLE II**

13  
14 **MANAGEMENT RIGHTS**

15  
16 **Section 2.1.**

17 Except as provided in Chapter 41.56 RCW, neither this Agreement nor the act of meeting and  
18 negotiating may be construed to be a delegation to others of the policy-making authority of the District,  
19 which authority the District specifically reserves unto itself. The management of the District and the  
20 direction of the employees are vested in the District subject to the terms of this Agreement and federal,  
21 state laws, and regulations. Management officials retain the right and obligation to determine the method,  
22 number and kinds of personnel by which operations undertaken by employees in the bargaining unit are  
23 to be conducted, including the right to subcontract work and designate the work to be performed by the  
24 District or others and the places and the manner in which it is to be performed. Management officials  
25 retain the right and obligation, according to District policies and regulations, to do the following as  
26 enumerated below:

27  
28 **Section 2.1.1.**

29 Direct employees covered by this Agreement, subject to the terms of this Agreement.  
30

31 **Section 2.1.2.**

32 Hire, promote, demote and retain employees of the bargaining unit subject to the terms of this  
33 Agreement, and to suspend or discharge employees for just cause.  
34

35 **Section 2.2.**

36 Management prerogatives shall not be deemed to exclude other management rights not herein  
37 specifically enumerated.  
38  
39  
40

41 **ARTICLE III**

42 **EMPLOYEE RIGHTS**

43  
44 **Section 3.1.**

45 The Association and the District recognize the requirement of the Civil Rights Act of 1964 and mutually  
46 agree to support the provisions of the District's Affirmative Action Program.  
47  
48

1 **Section 3.2.**

2 Employees shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for  
3 any discrimination against any employee.  
4

5 **Section 3.3.**

6 The District shall not interfere with the right of employees to become members of the Association or  
7 with the exercise of their legal rights under RCW 41.56, and shall not discriminate against, interfere with,  
8 or coerce any employee because of membership or non-membership in the Association.  
9

10 **Section 3.4. Employee Evaluations and Plans of Improvement.**

11 **Section 3.4.1. Plan of Improvement.**

12 Supervisors are expected to inform employees of performance concerns as they develop. It is  
13 expected that verbal performance counseling would precede written documentation of  
14 performance concerns. If a supervisor becomes aware of unsatisfactory performance and  
15 anticipates an overall annual evaluation rating of unacceptable, the supervisor shall advise the  
16 employee of the concerns in writing using the employer performance evaluation form (marked  
17 as "Other"), including suggestions for improvement. If, after receiving this written performance  
18 assessment, performance does not improve sufficiently the employer may place the employee  
19 on a plan of improvement to address the deficiencies. Said plan of improvement will be  
20 presented to the employee in a meeting that includes the KAEOP employee, the evaluator, a  
21 Human Resources representative, and an Association representative. The plan will clearly  
22 describe areas of deficiency, outline what the employee is expected to do in order to achieve a  
23 satisfactory rating, and, when applicable, identify the resources the employer will make  
24 available to the employee. An employee on a plan of improvement should have a minimum of  
25 six (6) weeks to demonstrate a level of satisfactory performance. The plan may be extended  
26 with the approval of Human Resources. Should the employee fail to demonstrate significant  
27 progress the employee may be terminated for failing to meet performance expectations.  
28  
29

30 **Section 3.4.1.1. Employee Annual Evaluation.**

31 In addition to any evaluation that may be done during the year in accordance with Section  
32 3.4.1., supervisors shall meet with individual employees to review their annual evaluation  
33 before the following dates; twelve-month employees by August 15, ten-month employees  
34 by June 15, nine-month employees by May 15. An unsatisfactory rating in any criteria  
35 shall be preceded by a conference with the employee regarding the deficiency and an  
36 opportunity for correction.  
37

38 Health Technician evaluations shall be conducted by the building administrator with input  
39 from the supervising building nurse.  
40

41 **Section 3.4.2**

42 New employees hired into the KAEOP bargaining unit or KAEOP personnel hired into a new  
43 KAEOP position shall meet with their supervisor during the first ninety (90) workdays of their  
44 employment to discuss supervisor expectations and/or employee performance.  
45  
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48

1           **Section 3.4.3.**

2           Administrators may request input from KAEOP members concerning evaluations of other  
3           KAEOP members. KAEOP members shall not evaluate other KAEOP members, unless upon  
4           written request of the individual employee.

5  
6           **Section 3.5. Personnel Files.**

7  
8           **Section 3.5.1.**

9           An employee shall, upon request, have the right to inspect all contents of his/her complete  
10          personnel file kept within the District. A copy of any requested document(s) shall be provided at  
11          District expense.

12  
13          **Section 3.5.2.**

14          At the employee's request, anyone may be present during review of the personnel file.

15  
16          **Section 3.5.3.**

17          Any material/information which may be used to discipline an employee, e.g., reprimand,  
18          suspension, or termination of employment, must be disclosed to the employee within ten (10)  
19          workdays of the alleged violation or of the time the District became aware of the alleged  
20          violation. "Workdays" for the purposes of this section will be the employee's regularly  
21          scheduled workdays, excluding any scheduled and approved leave.

22  
23          **Section 3.5.4.**

24          No evaluation, correspondence, or other material making pejorative reference to any employee's  
25          character, or work performance, shall be kept or placed in the personnel file without the  
26          employee's knowledge and opportunity to attach comments. Employees may request that letters  
27          documenting disciplinary action that are more than three (3) years old be removed from their  
28          building working folder provided there has been no further disciplinary action within the three  
29          year period. Any materials filed longer than five (5) years in the personnel file kept within  
30          Human Resources shall, at the employee's request, be removed provided: 1) the materials are  
31          not required to be retained by law, or 2) the materials are not part of a formalized continuing  
32          action, or 3) that the District may keep documents regarding allegations of physical or sexual  
33          abuse or harassment for more than five (5) years if these documents are kept in a sealed file in  
34          the possession of the District's legal counsel, or 4) that the District may keep the employee's  
35          evaluation for more than five (5) years if the evaluation is kept sealed in a separate archive.  
36          Such requests shall be made in writing.

37  
38          **Section 3.5.5.**

39          An employee shall have the opportunity to attach an exclusive addendum to any derogatory  
40          material placed in the personnel file.

41  
42          **Section 3.5.6.**

43          An employee, at his/her discretion, may add materials which s/he deems appropriate.

44  
45          **Section 3.6. Workplace Safety.**

46          The District, in accordance with state law, district policies and procedures, will make reasonable  
47          efforts to establish and maintain a safe and secure school and work atmosphere for all employees and  
48          students.

1 **Section 3.6.1.**

2 Employees are expected to report all safety concerns to their supervisors, and to their work site  
3 safety committees, if applicable. Upon request, the District shall provide information regarding  
4 the resolution of the safety concern.

5  
6 **Section 3.6.1.1.**

7 Each building and department shall have school/building wide student behavior  
8 management procedures. The procedures will identify appropriate roles for KAEOP  
9 staff and include contingency options when an administrator is not available. KAEOP  
10 members shall participate in the development and review of the school/department  
11 discipline procedures/plan and the procedures/plan shall be reviewed annually with  
12 KAEOP staff.

13  
14 In the event of an assault upon an employee, such action shall be immediately reported  
15 to the appropriate supervisor. The District shall make all practicable efforts for  
16 assistance to be rendered to the employee and shall document the action.

17  
18 **Section 3.6.1.2.**

19 Emergency response procedures will be reviewed annually, and potentially unstable  
20 situations will be communicated with employees in advance, when possible.  
21 Information and applicable training will be made available for employees in preparation  
22 for dealing with violent or volatile students or adults.

23  
24 **Section 3.6.1.3.**

25 Training will be provided by the District for employees expected to engage in health  
26 room coverage and/or duties, including protocols for handling medically fragile  
27 students where applicable. A District registered nurse will certify the employee has  
28 been trained.

29  
30 **Section 3.6.2. Health Care Services (Student-Specific).**

31 Whenever a workplace safety and/or work jurisdiction concern arises over the provision of  
32 student-specific healthcare services, this matter will be referred to informal conference  
33 including the District's nursing services coordinator and/or the school nurse, the employee  
34 involved, the office manager, an Association representative, the building administrator and a  
35 Human Resources director.

36  
37 **Section 3.6.2.1.**

38 A conference will normally be convened no later than two (2) work days from the date  
39 the employee(s) make the concern known to the building administrator. Conference  
40 participants will discuss and try to address the concerns within the terms of the KAEOP  
41 collective bargaining agreement and district policy/procedures. If the concerned  
42 employee and/or the union are not satisfied with the final outcome of the conference,  
43 the conference will be considered as the informal Step 1 meeting under the grievance  
44 procedure pursuant to Article 15.3.1.

45  
46 **Section 3.6.3.**

47 Video and/or electronic monitoring systems will not be used to monitor or observe employee  
48 behavior, or to evaluate employee work performance. Any use of the District's video and/or



1 electronic recording systems in employee discipline matters will occur as a means to verify  
2 information obtained during an investigation process in compliance with the terms and conditions  
3 of the collective bargaining agreement. Appropriate use of the District's video and/or electronic  
4 recording system records includes compliance with the just cause and progressive discipline  
5 provisions of the collective bargaining agreement. If video and/or electronic monitoring system  
6 records are used in connection with an investigation of employee conduct, the District, upon  
7 request by the Association, will furnish a copy of the video recording or electronic monitoring  
8 system records used.

9  
10 **Section 3.7.**

11 No employee shall be required to transport students of the District, or District equipment or materials in  
12 their private vehicles.

13  
14 **Section 3.8. Workplace Civility.**

15 Each employee is expected to work in a cooperative manner with staff, students, parents, community  
16 members, and vendors. This expectation extends to all persons involved in academic, educational,  
17 extracurricular, athletic, and other programs or activities of the school, whether that program or  
18 activity is in a district facility, on school transportation, or at a class/training held elsewhere. The  
19 District and the Association are committed to supporting this expectation and will not condone or  
20 accept uncivil conduct on school grounds, at school-sponsored activities, or in communications,  
21 whether verbal, written, or electronic by students, staff, administrators, parents, or community  
22 members.

23  
24 Definition of Uncivil Conduct: Conducting one's self in a discourteous or disrespectful manner when  
25 communicating or interacting with others. Rude or otherwise unprofessional behavior, which may be  
26 considered bullying or behaviorally violent in nature.

27  
28 Uncivil conduct includes, but is not limited to behaviors such as: directing vulgar, obscene, or profane  
29 gestures or words at another individual; taunting, jeering, inciting others to taunt or jeer an individual;  
30 interrupting another individual repeatedly or raising one's voice in anger at another person; imposing  
31 personal demands at times or in settings where they conflict with assigned duties and cannot reasonably  
32 be met; using derogatory epithets; gesturing in a manner that puts another in fear for their personal or  
33 professional safety; invading the personal space of an individual after being directed to move away;  
34 violating the privacy of another individual's belongings (except for lawful searches by school officials  
35 conducted in connection with the administration of school rules and applicable laws); or other similar  
36 disruptive conduct.

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39  
40 **ARTICLE IV**

41  
42 **RIGHTS OF THE ASSOCIATION**

43  
44 **Section 4.1.**

45 The Association has the right and responsibility to represent the interests of all employees in the unit; to  
46 present its views to the District on matters of concern, and to enter collective negotiations with the object  
47 of reaching an agreement applicable to all employees within the unit, except that by such obligation  
48 neither party shall be compelled to agree to a proposal or be required to make a concession.

1 **Section 4.2.**

2 The Association reserves and retains the right to delegate any Association right or duty contained herein  
3 to appropriate officials of the Public School Employees of Washington.  
4

5 **Section 4.3.**

6 The Association shall be permitted use of District resources for union business. The Association agrees  
7 that it will not seek to utilize the employee's mailbox for any material which is not in the best interests of  
8 the District or its operations. The District shall not be responsible for any material placed in the  
9 employee's mailbox or its loss.  
10

11 **Section 4.4.**

12 The Association shall have the right to post notices of activities and matters of Association concern on  
13 designated areas of bulletin boards to be provided by the District. Building copies of all materials posted  
14 shall be sent to the building administrator. The Association further agrees that it will not seek to post any  
15 materials which are of a political or controversial nature or which are not in the best interest of the  
16 District or its operations. The District shall not be responsible for any posted material, its loss or removal,  
17 and the Association agrees to indemnify and hold the District harmless from any and all claims which  
18 may arise from any posted material.  
19

20 **Section 4.5. Employee Orientation.**

21 New employees, substitutes hired into a regular KAEOP position, and rehires who have been separated  
22 from the District for more than one (1) year shall be scheduled to attend new employee orientation within  
23 thirty (30) working days of employment with the District. The orientation shall provide the employees  
24 with links to the following: an applicable job description, this Agreement, the school calendar, and  
25 relevant employment benefits and payroll information. A copy of the new employee orientation schedule,  
26 including the names of new KAEOP employees, shall be provided in advance to the KAEOP chapter  
27 president or designee.  
28

29 **Section 4.5.1.**

30 The District agrees to post this agreement on the KSD website and StaffLink within twenty  
31 (20) days from the date the agreement is published.  
32

33 **Section 4.6.**

34 On a quarterly basis, the Association shall be provided with a full list of all employees in the  
35 bargaining unit, including but not limited to, their KSD hire date, KAEOP seniority date, hours/day for  
36 each position, job classification, position title, work location and/or department and work year. The  
37 quarterly list shall be updated on a monthly basis reflecting the names of new hires, location (or  
38 changes in location), terminations, employees transferring into or out of the KAEOP bargaining unit  
39 and substitutes hired into a regular KAEOP position.  
40

41 **Section 4.7. Release Time.**

42 Visitation rights shall be granted to the designated representative of the Association to visit employees in  
43 the unit for the purpose of grievance procedures and/or general information data. This excludes  
44 recruitment during working hours. The designated representatives shall receive advance approval from  
45 the chief human resources officer or his/her designee for any visitation. Association meetings may be  
46 held during working hours with prior approval of the superintendent or designee.  
47

1 **Section 4.7.1.**

2 The KAEOP President or Co-Presidents and/or their designee(s) may be authorized to use release  
3 time to transact Association business as follows:

- 4 • When feasible, advance notice will be provided for all such requests which will be made to the  
5 appropriate supervisor.
- 6 • The Association may reimburse the District for the actual cost of a substitute employee during  
7 the period of absence.

8  
9 **Section 4.7.2. Attendance at Workshops.**

10 The President of the Association and/or designated representative(s), as recognized by KAEOP's  
11 chapter bylaws, will be provided time off without loss of pay to a maximum of ten (10) workdays  
12 per year to attend regional or state meetings and for time engaged in new employee bargaining  
13 unit orientation. The Association will reimburse the District for the cost of any required  
14 substitute.

15  
16 **Section 4.7.2.1.**

17 It is further provided that the above shall not be construed as limiting attendance at such  
18 workshops, when at the option of the superintendent, it is deemed to be to the advantage  
19 of the District for more members of the staff to attend.

20  
21 **Section 4.7.3 Attendance at the Legislature.**

22 Any public employee who represents fifty percent (50%) or more of a bargaining unit, or who  
23 represents on a statewide basis a group of five (5) or more bargaining units, shall have the right to  
24 be absent from employment without pay and without suffering any discrimination in future  
25 employment and without losing benefits incident to employment while representing the  
26 bargaining unit at the legislature of the State of Washington during any regular or extraordinary  
27 session there:

28  
29 PROVIDED, that such employee is replaced by the Association with an employee who shall be  
30 paid by the District and who shall be qualified to perform the duties and obligations of the absent  
31 member in accordance with the rules of the civil service or other standards established by the  
32 District for such absent employee. (Reference RCW 41.56.220)

33  
34 **Section 4.8.**

35 The District will provide the Association with position descriptions and such amendments, changes  
36 and additions to such position descriptions as changes from time to time may occur.

37  
38 **Section 4.8.1.**

39 A standing joint committee of equal numbers of Association and District members shall meet at  
40 least quarterly to provide ongoing review, input and recommendations to update KAEOP job  
41 specifications/job testing regimen within the negotiated classification level of the position  
42 being reviewed. This work shall be performed at no loss in pay. The joint committee shall not  
43 supplant, substitute for, replace or otherwise impair the negotiation process, the grievance  
44 process and/or the reclassification process set forth in Section 16.8. The committee will provide  
45 the District and Association with recommendations for updates to KAEOP job descriptions no  
46 later than May 1 of each year.

1 **Section 4.9.**

2 KAEOP may use the District’s internal mail distribution system and e-mail system for the following  
3 purposes:

- 4
- 5 1. Meeting notification
  - 6 2. Communication containing information on grievances
  - 7 3. Matters relating to joint KSD/KAEOP training, KAEOP activities or in-service opportunities
- 8

9 Communications other than the above shall need prior approval of the assistant superintendent of human  
10 resources. Communications shall not be for the purposes of solicitation, editorializing, and/or political  
11 campaigning; nor shall such communications be inflammatory in nature. KAEOP shall include the  
12 assistant superintendent of human resources in all electronic mailings at the time the e-mail is sent.

13

14 KAEOP and PSE agree to indemnify and hold the District harmless for any and all claims, fines,  
15 demands, suits, attorney fees, and other costs which may result from such use of the District’s mail  
16 service or e-mail by KAEOP.

17

18 **Section 4.9.1.**

19 As designated by the KAEOP Chapter President, such designees shall be provided release time  
20 for KAEOP to hold a bargaining unit employee orientation coinciding with the District’s health  
21 insurance benefit fair(s), in addition to new employee orientation sessions.

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24

25 **ARTICLE V**

26 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

27 **Section 5.1.**

28 Pursuant to Chapter 41.56.100.et.seq., RCW, Public Employees Collective Bargaining Act, the District  
29 and the Association agree to meet at reasonable times, to confer and negotiate in good faith, and to  
30 execute a written agreement regarding matters appropriate for negotiations which shall relate to salaries,  
31 hours, working conditions, and grievance procedures, except that by such obligation neither party shall  
32 be compelled to agree to a proposal or be required to make a concession, unless otherwise provided in  
33 RCW 41.56.100.

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36

37 **Section 5.2.**

38 The annual school district calendar shall be an appropriate matter for consultation and negotiations. Once  
39 Human Resources has developed at least two proposed calendars, they shall be submitted to the  
40 Association in the same manner as with other employee groups.

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## ARTICLE VI

### ASSOCIATION REPRESENTATION

**Section 6.1. Joint Labor-Management Committee.**

The District and the Association agree to establish and participate in a joint labor-management committee to address areas of mutual interest. The parties are responsible for selecting their representatives to the committee. Under no circumstances shall collective bargaining occur in any committee meeting; however, recommendations from the committee can be made to the negotiations teams. Likewise, the labor-management process will not be a substitute for the contractual grievance process.

**Section 6.1.1.**

The Labor-Management Committee will be established and will include a maximum of three (3) representatives for the Association and a maximum of three (3) representatives for the District provided this shall not include the use of resource personnel as either party may deem appropriate. In advance of labor-management meetings, the parties will compile an agenda of issues to be discussed. Meetings will be scheduled monthly but may be canceled or rescheduled by mutual agreement. Employees attending the labor-management meeting during their regularly scheduled work day shall not suffer a loss of pay.

**Section 6.1.2.**

Although the Labor-Management Committee may discuss the underlying causes of grievances, the committee will not discuss or resolve individual grievances.

**Section 6.2.**

The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

**Section 6.3.**

The designated Association representative, when leaving work as per Section 6.1, shall notify his/her immediate supervisor. If a representative's absences create a hardship on the building/department, the Association and Human Resources will collaborate on an alternative solution. The employee's supervisor shall be notified when the employee returns to work.

**Section 6.4.**

The District shall provide timely notification to the Association of any proposed changes to Board policy that impacts wages, hours, or working conditions.

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## ARTICLE VII

### HOURS OF WORK AND OVERTIME

**Section 7.1. Work Year.**

For the purpose of determining the appropriate work year calendar, regular positions within the unit shall be categorized as follows:

**Section 7.1.1. 12-Month.**

The work year shall always be constituted by a total of two hundred sixty (260) days, including holidays and vacation as provided in Article VIII, Section 8.1 and 8.4, respectively. In the event of a 261/262-workday year, the additional day(s) shall be scheduled by the District in consultation with the Association.

**Section 7.1.2. 10-Month.**

The work year shall be constituted by two hundred twelve (212) days including holidays as provided in Section 8.1.2.

**Section 7.1.3. 9-Month.**

The 9-month work year shall be constitute by one hundred ninety-one (191) days including holidays as provided in Section 8.1.1, the day before the first student day of the school year and the day following the last student day of the school year.

**Section 7.1.3.1.**

Selected office staff (either individual or multiple) will be allocated forty (40) hours of additional time during the month of August at each elementary school to perform AAI or AAI duties as assigned by building administrators in coordination with the AAVs. Such work will be compensated at the employee's regular rate of pay. This is designated for the preparation and the opening of the elementary schools.

**Section 7.1.3.2.**

Effective September 1, 2019, each elementary and middle school building will be allocated eighty (80) hours of additional time to augment existing KAEOP member hours in these buildings. These hours will be assigned by building administrators in coordination with the AAVs. These hours will be compensated at the employee's regular rate of pay and will be paid by extra pay timesheet.

**Section 7.1.4.**

In the case of a 9 or 10-month employee, added days of service may be scheduled in order to use District annual clerical allocations. However, an employee is not allowed the additional benefits of the higher level (i.e., extra holiday or vacation) until the minimum workdays for the classification are assigned as the regular schedule for that year.

1 **Section 7.1.5. Summer Work.**

2 When summer work is available constituting an extension of the work performed by a regular  
3 employee with less than a twelve (12) month work year calendar, the hours of work shall be  
4 made available in the following order of priority:

- 5 • The regular employee currently holding the position if available.
- 6 • The most senior qualified and available KAEOP regular employee currently in the affected  
7 building or department.
- 8 • Any qualified and available KAEOP employee.

9  
10 **Section 7.2. Workweek.**

11 Consistent with federal and state regulations, the District shall establish and maintain a defined  
12 workweek.

13  
14 **Section 7.2.1.**

15 The workweek, for the payroll purposes, shall be defined as a seven (7) day week, commencing  
16 at 12:01 a.m., Monday, through 12:00 midnight the following Sunday.

17  
18 **Section 7.2.2.**

19 Employees shall normally work a five-day schedule, Monday through Friday, with two (2)  
20 consecutive days of rest, Saturday and Sunday. If the work schedule is different than Monday  
21 through Friday, the supervisor shall so notify the employee, the assistant superintendent of human  
22 resources, and the supervisor of payroll/accounting. Employees shall receive a two (2) week  
23 notice of a change in the regular workweek schedule unless, due to an emergency situation, the  
24 District is not able to provide such notice.

25  
26 **Section 7.2.3.**

27 Extra hours worked beyond the normal assigned schedule shall be paid in accordance with  
28 Sections 7.3 and 7.4, and in accordance with procedures established by Human Resources and  
29 Payroll.

30  
31 **Section 7.3. Overtime.**

32 Overtime shall be administered in accordance with the Fair Labor Standards Act, 1985 Amendments, and  
33 state laws and regulations. Members of the Association who are required by their immediate supervisor  
34 to work beyond forty (40) compensated hours per week shall receive time and one-half for all overtime,  
35 except that work performed on a designated holiday will be paid at two and a half (2 1/2) times the  
36 employee's regular rate of pay.

37  
38 **Section 7.4. Compensatory Time.**

39 Compensatory time shall be administered in accordance with law. Compensatory time, valued at one  
40 and one-half times the employee's base hourly rate for each hour worked beyond forty (40) hours per  
41 week, shall be available, at the discretion of the employer, to bargaining unit employees in lieu of cash  
42 overtime upon mutual agreement by the employee and the employer. The compensatory time must be  
43 expressly authorized in advance by the supervisor. Any accumulated compensatory time must be  
44 utilized within the employee's work year in which it was earned. The employee and employer must  
45 agree when the compensatory time will be utilized. Any remaining compensatory time balance at the  
46 end of the fiscal year will be liquidated to cash value at a rate of one and one-half times the base hourly  
47 rate. Compensatory time must be documented using the Compensatory Time Record Sheet.

1 **Section 7.4.1. Flex-Time.**

2 Authorized hours of work in excess of the assigned shift as defined in Section 7.5, but less than  
3 forty (40) hours per week, shall be defined as “flex-time.” Flex-time will be available, at the  
4 discretion of the employer, and will be compensated on an hour-for-hour basis in cash unless  
5 there is a mutual agreement between the employee and supervisor to compensate the employee  
6 in equivalent time (flex-time). The flex-time must be expressly authorized in advance by the  
7 supervisor. Any accumulated flex-time may be utilized by mutual agreement between the  
8 employee and the employer. Flex-time must be utilized within the employee’s work year in  
9 which it was earned. Any remaining flex-time balance at the end of the fiscal year will be  
10 liquidated to cash. Flex-time must be documented using the Flex-Time Record Sheet.  
11

12 **Section 7.5. Work Time.**

13 Employees shall be assigned to a definite shift with designated start and end times. Employees working  
14 five (5) hours or more shall be entitled to an uninterrupted lunch period. Meal periods shall be paid when  
15 the employee is required by the employer to remain on duty at the premises or at a prescribed work site,  
16 or when meal periods are interrupted to undertake employer's business. All employees required to work  
17 through their regular lunch periods will be given time to eat at a time agreed upon by the employee and  
18 supervisor. In the event that the District requires an employee to forgo a lunch period and the employee  
19 works the entire shift, including the lunch period, the employee shall be compensated for the foregone  
20 time either at his/her regular rate or the overtime rate.  
21

22 Employees shall be paid for all hours worked. Hours worked shall include all hours that the district  
23 authorizes or knows that employees are working. Employees should not work beyond their designated  
24 and assigned work shift without express authorization from their supervisor or supervisor’s designee.  
25 The District and Association acknowledge unexpected situations may arise in which prior  
26 authorization is not feasible but which nevertheless call for extended work time. Such time worked  
27 without prior authorization shall be reported to the supervisor by the end of the next work day.  
28 Supervisors shall develop a plan which provides guidance to employees regarding such situations.  
29 Supervisors shall ensure that employees are aware of the plan.  
30

31 **Section 7.6. Emergency Conditions.**

32 In the event of unusual school closures due to an emergency:  
33

34 **Section 7.6.1.**

35 Persons employed twelve (12) months are required to make every reasonable effort to report to  
36 work at the usual time; provided, that the building/department administrator may allow a twelve  
37 (12) month employee to utilize vacation or compensatory time if it is determined that the  
38 employee's services are not necessary on that day.  
39

40 **Section 7.6.2.**

41 Persons employed less than twelve (12) months are not required to report to work. Time lost due  
42 to school closure days will be made up by persons employed less than twelve (12) months by  
43 working on the District designated make-up day. In the event of a school closure, 10-month  
44 employees will maintain the number of scheduled workdays by having a day added to the end of  
45 the work calendar. If the additional day is at the end of the school year after students have left for  
46 summer break, 10-month employees may make arrangements with their administrator(s) to take  
47 unpaid time off if this meets the needs of the school and the District.  
48



1           **Section 7.6.3.**

2           Persons employed twelve (12) months who report for work and are sent home, or who are  
3           notified through the media and/or the school administration that the District is closed, will not  
4           have to make up the time.

5  
6           **Section 7.6.4.**

7           In the event schools are opened late because of unusual conditions, all employees are to make  
8           every reasonable effort to report to work at the usual time. Unless the employee is unreasonably  
9           delayed, the employee's compensation will not be adjusted.

10  
11           **Section 7.6.5.**

12           In the event of an unusual or emergency school/site closure due to inclement weather or other  
13           circumstances such as electrical problems or the like, and where it is not anticipated that the  
14           day will be made up, KAEOP employees will have the following options: use any available  
15           discretionary leave, use any available compensatory time, take leave without pay, or work at an  
16           alternative site as directed by the District.

17  
18           **Section 7.6.6.**

19           In the event of an unusual or emergency school/site closure due to inclement weather or other  
20           circumstances such as electrical problems or the like, employees are expected to listen to the  
21           public media prior to leaving home for notification of closure. Employees reporting to work  
22           who were not notified by the district or public media prior to leaving home shall receive a  
23           minimum of two hours pay.

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**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

**Section 8.1.1.**

Employees shall receive the following holidays without loss of pay:

	9-month	10-month	12-month
New Year's Day	X	X	X
Day before or day after New Year's Day			X
Martin Luther King Day	X	X	X
Presidents' Day	X	X	X
Memorial Day	X	X	X
Independence Day			X
Labor Day	X	X	X
Veterans' Day	X	X	X
Thanksgiving Day	X	X	X
Day after Thanksgiving		X	X
Christmas Day	X	X	X
Day before Christmas			X
Day after Christmas			X
Day before or day after Christmas	X	X	

**Section 8.2. Holidays During Vacation.**

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

**Section 8.3. Work Holidays.**

Employees who are required to work on the above described holidays shall receive two and one-half (2½) times the employee's regular rate of pay for all hours worked on such holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date.

1 **Section 8.4. Vacations.**

2  
3 **Section 8.4.1.**

4 Vacations for all regular 12-month employees will be prorated at a monthly rate of one-twelfth of  
5 the employee's vacation entitlement as computed under Section 8.4.2.

6  
7 **Section 8.4.2. Vacation for a regular full-time twelve (12) month employee.**

<u>Length Of Employment</u>	<u>Vacation Accrued</u>
1-3 Years	10 Days
4-9 Years	15 Days
10-14 Years	20 Days
15+ Years	25 Days

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14  
15 **Section 8.4.3.**

16 All vacations must be approved by the immediate supervisor.

17  
18 **Section 8.4.4.**

19 Vacation time shall not be accumulated in an amount to exceed two times the employee's  
20 entitlement. Any excess vacation accumulation not used by August 31<sup>st</sup> of each year will be lost.  
21 For 12-month employees that will be over their maximum vacation accrual limit as of August 31,  
22 written notice will be provided by June 10 of each year, of the employee's current vacation  
23 balance (based on leave submittals), accrual date (for purposes of changes in accrual rate), current  
24 accrual rate and maximum leave accrual.

25  
26 **Section 8.5. Payment of Vacation Upon Separation of Employment.**

27  
28 **Section 8.5.1. Other than Retirement.**

29 Upon separation of employment by reason other than retirement, all employees will receive their  
30 accumulated vacation by warrant on the next scheduled pay date after their final pay warrant.

31  
32 **Section 8.5.2. Retirement.**

33 Upon separation of employment by reason of retirement, the vacation cash out will be subject to  
34 the bargaining unit's VEBA contract vote.

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38 **ARTICLE IX**

39  
40 **LEAVES**

41  
42 **Section 9.1. Sick Leave.**

43 Each employee with the District shall be granted twelve (12) workdays annual sick leave. For employees  
44 commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall be  
45 credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the  
46 employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount  
47 will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick

1 leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has 210 sick  
2 leave days at the end of the school year, the excess 10 days will be lost as of August 31.)

3  
4 **Section 9.1.1. Definitions:**

5 Throughout this article (Article IX, LEAVES), the following definitions shall apply unless  
6 otherwise stated within a section or subsection:

7  
8 **“Child”** means a biological, adopted, or foster child, a stepchild, child of the employee’s  
9 domestic partner, a legal ward, or a child of a person who is acting as guardian who is (a) under  
10 the age of 18 years of age, or (b) 18 years of age or older and incapable of self-care because of  
11 a mental or physical disability. Incapable of self-care means that the individual requires active  
12 assistance or supervision to provide self-care in several of the activities of daily living. This  
13 includes activities such as grooming, bathing, cooking, cleaning, shopping, paying bills, and/or  
14 eating.

15  
16 **“Immediate family”** means a spouse, domestic partner, parent, child (whether under age 18 or  
17 older), brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law,  
18 mother-in-law, grandparent, or grandchild.

19  
20 **“Immediate household”** means all people living in the same family unit, not necessarily  
21 related. The term does not include persons sharing the same general quarters when the living  
22 style is primarily that of a dormitory or commune.

23  
24 **“Not immediate family”** means a niece, nephew, aunt, uncle, cousin, close friend or coworker.

25  
26 **“Parent”** means a biological parent, legal parent or *de facto* parent.

27  
28 **“Emergency”** means a health condition that is a sudden, and generally unexpected occurrence  
29 related to health that demand immediate action and is very short term in nature, or an  
30 unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the  
31 employee which threatens the property of the employee. The Kent School District Human  
32 Resources may require the employee to furnish evidence of the emergency.

33 **“Extraordinary or severe”** means serious or extreme and/or life threatening, as defined in  
34 WAC 392-126-065

35  
36 **“Serious health condition”** means an illness, injury, impairment, or physical or mental  
37 condition that involves continuing treatment by a health care provider or inpatient care in a  
38 hospital and the like (such as hospice or residential medical care facility). It also includes the  
39 period of incapacity or subsequent treatment or recovery in connection with the inpatient care as  
40 long as it includes any period of inability to work, attend school or perform other regular  
41 activities.

1 **Section 9.1.2.**

2 Employees may use sick leave for the following purposes:

3  
4 (1) Personal illness:

5 Accumulated sick leave shall be granted when an employee is required to be absent  
6 from work for any of the following reasons:

- 7 (a) The employee’s mental or physical illness, injury, or health condition; to  
8 accommodate the employee’s need for medical diagnosis, care, or treatment of  
9 a mental or physical illness, injury, or health condition; or an employee’s need  
10 for preventive care;
- 11 (b) Exposure of the employee to contagious disease when attendance at work would  
12 jeopardize the health of others;
- 13 (c) Disability of the employee due to pregnancy or childbirth;
- 14 (d) When the employee’s place of business has been closed by order of a public  
15 official for any health-related reason, or when an employee’s child’s school or  
16 place of care has been closed for such a reason.

17  
18 (2) Illness of a family member:

19 Accumulated sick leave shall be granted when an employee is required to be absent  
20 from work to provide care to a family member with a mental or physical illness,  
21 injury, or health condition; care of a family member who needs medical diagnosis,  
22 care, or treatment of a mental or physical illness, injury, or health condition; or care  
23 for a family member who needs preventive medical care. Family member means any  
24 of the following:

- 25 • A child, including a biological, adopted, or foster child, stepchild, or a child to  
26 whom the employee stands in loco parentis, is a legal guardian, or is a de facto  
27 parent, regardless of age or dependency status;
- 28 • A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of  
29 an employee or the employee’s spouse or domestic partner, or a person who  
30 stood in loco parentis when the employee was a minor child;
- 31 • A spouse;
- 32 • A domestic partner;
- 33 • A grandparent;
- 34 • A grandchild; or
- 35 • A sibling;
- 36 • Someone in the immediate household (living in the same family unit, not  
37 necessarily related).

38  
39 (3) Property Emergency:

40 Up to one (1) day of sick leave may be used annually to attend to the protection of  
41 property due to an emergency, without providing evidence of the property emergency.  
42 Any additional absence due to a property emergency will require evidence that no  
43 alternative to the employee’s absence is practicable.

1 **Section 9.1.3.**

2 For any absence in excess of five (5) consecutive workdays, medical certification must be made  
3 by the employee’s or family member’s licensed health care provider that the absence was  
4 medically necessary. Medical certification must be updated or renewed every twenty (20)  
5 workdays of absence per year beginning September 1, unless other arrangements are approved by  
6 Human Resources, except as otherwise provided by state or federal law.  
7

8 **Section 9.1.4.**

9 Sick leave accumulated in any school district in the state shall be credited upon employment in  
10 the District, provided such accumulated sick leave is verified by the previous employer(s).  
11

12 **Section 9.1.5.**

13 Compensation for sick leave shall be the same as the compensation the employee would have  
14 received had the employee not taken sick leave.  
15

16 **Section 9.1.6. Sick Leave Cash Out.**

17 The Attendance Incentive Program shall be as follows:  
18

- 19 1. In January, any eligible employee may exercise an option to receive remuneration for unused  
20 leave for illness or injury accumulated in the previous year at a rate equal to one day's  
21 monetary compensation of the employee for each four (4) full days of accrued leave for  
22 illness or injury in excess of sixty (60) days. Leave for illness or injury for which  
23 compensation has been received shall be deducted from accrued leave for illness or injury at  
24 the rate of four (4) days for every one day's monetary compensation; PROVIDED, that no  
25 employee may receive compensation under this section for any portion of leave for illness or  
26 injury accumulated at a rate in excess of one day per month.  
27
- 28 2. Sick leave cash out will be subject to the bargaining unit’s VEBA contract vote and state law.  
29 At the time of separation from school district employment due to death, the employee's estate  
30 shall receive remuneration for unused sick leave. In either case, the unused sick leave will be  
31 paid at a rate equal to one day's current monetary compensation of the employee for each four  
32 (4) days accrued leave for illness or injury. No more than 180 sick leave days shall be eligible  
33 for conversion. Any such conversion shall be subject to the terms and limitations of  
34 applicable statutes and regulations.  
35

36 **Section 9.1.7.**

37 In the case of a strike or work stoppage by any Association or union associated with the District,  
38 the board of directors reserves the right to ask for a licensed health care provider’s validation of  
39 illness, provided the board acts to give advance notice that this provision will be implemented  
40 during a specific time.  
41

42 **Section 9.1.8.**

43 Experience credit for determining salary schedule placement and seniority shall be the same as  
44 the experience credit the person would have received had such person not taken sick leave. Sick  
45 leave shall not affect experience credit, salary schedule placement, or seniority.  
46  
47  
48

1           **Section 9.1.9.**

2           Any employee returning from taking sick leave shall be assigned to the same position held at the  
3           time the leave commenced. If such leave extended from one school year into the next school  
4           year, or if that position is no longer available, the employee shall be assigned to an equivalent  
5           position for which the employee is qualified, if possible.  
6

7           **Section 9.2. Extended Health Leaves.**

8  
9           **Section 9.2.1.**

10          An employee who is unable to perform his/her duty because of health reasons may be granted a  
11          leave of absence up to one (1) year without pay, which may include up to twelve (12) weeks of  
12          unpaid Family Medical Leave for eligible employees. Application for this leave shall be made in  
13          writing to Human Resources. Approval of extended health leave is conditioned upon receipt by  
14          Human Resources of medical certification from the employee’s licensed health provider.  
15

16                   **Section 9.2.1.1. On-The-Job Injury Leave.**

17          A. All employees covered by this agreement shall be covered by the Washington State  
18          Workers’ Compensation Law, self-insured by the Kent School District. The cost of  
19          the industrial insurance and Medical Aid coverage will be borne by the employer. The  
20          cost of the Pension Fund will be shared equally by the employee and the employer in  
21          accordance with the Workers' Compensation Law.

22          B. A job-related injury is one which is sustained on or off District property by an  
23          employee performing services required by the District. The District shall provide  
24          Workman’s Compensation coverage in compliance with state law. An electronic  
25          link to the State Labor and Industries website will be posted on the Risk  
26          Management webpage accessible through the District’s StaffLink.

27          C. Whenever an employee is absent from employment and unable to perform duties as a  
28          result of a personal injury sustained in the course of employment, said employee  
29          shall be entitled to use accumulated sick leave. In the event the employee acquires  
30          Industrial Insurance Benefits in the form of time-loss payments, the employee shall  
31          have the option of using sick leave on a pro rata basis so that the combination of  
32          time-loss payments and sick leave benefits will equal the employee’s regular salary  
33          (under no combination of the above shall an employee be paid greater than their  
34          current salary amount). While an employee may lawfully elect not to file a worker’s  
35          compensation claim and instead utilize full accumulated sick leave. The district will  
36          not promote, encourage, discourage or advise employees in any way to exercise this  
37          option.

38          D. Upon exhaustion of sick leave, said employee shall be entitled to leave without pay  
39          (except for any Workman’s Compensation Award) for the balance of the time  
40          documented by the employee’s licensed health care provider. Upon verification by a  
41          licensed health care provider of the employee’s ability to return to light duty, the  
42          employee shall be so assigned, by the District Risk Management in consultation  
43          with Human Resources and the employee, if such light duty is, in fact, available.  
44          Upon verification by a licensed health care provider of the employee’s ability to

1 perform the essential functions of the employee's job with or without reasonable  
2 accommodations, the employee shall be returned to regular duties

- 3 E. In the case of assault that qualifies as a job-related injury, the District will provide  
4 and Human Resources will coordinate critical incident services under the Employee  
5 Assistance Program support to assist the injured employee, including assistance in  
6 identifying and accessing other resources which may be available to the injured  
7 employee under the State and/or Federal Law, including the Crime Victims  
8 Compensation program and Domestic Violence Leave.

9  
10 **Section 9.2.2.**

11 The District may require certification by a licensed health care provider that the health reason is  
12 valid and may also require that the employee present written release for duty by the licensed  
13 health care provider before returning to active service.

14  
15 **Section 9.2.3.**

16 Employees on health leave shall have the right to retain the seniority they had before going on  
17 leave. In addition, the employee shall have the opportunity to continue to participate in the  
18 District's health plan according to COBRA rules.

19  
20 **Section 9.2.4. Family and Medical Leave.**

21 In accordance with the Family and Medical Leave Act (P.L. 103-3, as amended) and in addition  
22 to any other leave provisions in the Agreement, every eligible employee shall have the right to  
23 take up to a combined total of twelve (12) weeks of leave, excluding any non-work periods for an  
24 employee working less than twelve (12) months per year, without pay in any twelve (12) month  
25 period, in connection with:

- 26  
27 (1) the birth, adoption or placement of a foster child and first year of care of the child;  
28 (2) the serious health condition of an employee's spouse, domestic partner, child, or parent;  
29 (3) the employee's own serious health condition; and  
30 (4) leave for military exigencies and/or military caregivers as provided under the Family and  
31 Medical Leave Act as amended.

32  
33 When medically necessary, leave may be taken intermittently or on a reduced leave schedule, i.e.,  
34 a leave schedule which reduces the number of hours per workday and/or workdays per week. The  
35 taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of  
36 leave to which an employee is entitled.

37  
38 An employee shall be eligible to use the provisions of this section if the employee was employed  
39 or compensated for 1250 hours or more during the preceding twelve months.

40  
41 While an employee is on Family and Medical Leave, the District and the employee shall continue  
42 to make their respective contributions to the employee's benefit program so that the employee  
43 shall continue to receive benefits just as if the employee were not on leave.

44  
45 When foreseeable, the employee must provide 30 days notice of the date when the leave is to  
46 begin, unless circumstances dictate otherwise, in which case the employee shall provide as much  
47 notice as is practical.



1  
2 The District will require the employee to provide certification from employee's health care  
3 provider, or a family members' health care provider as to: (1) the date that the condition  
4 commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's  
5 inability to perform the employee's job functions. Upon return to work, the District may require  
6 the employee to provide certification from the employee's health care provider, if the employee  
7 was on leave for his/her own serious health condition, that the employee is able to resume work.  
8

9 The employee shall return to the position held when the leave commenced, or an equivalent  
10 position if the original position no longer exists.  
11

12 **Section 9.3. Maternity/Parental Leave.**

13 Maternity/parental leaves of absence will be granted as follows:  
14

15 **Section 9.3.1.**

16 An employee who is pregnant will be granted a leave of absence to a maximum of twelve (12)  
17 weeks following birth of the child, in addition to any period of pregnancy-related disability prior  
18 to the birth of the child, which may be extended by the District up to a maximum of one (1) year  
19 total, to begin at any time between the commencement of her pregnancy and one year after a  
20 child is born to her. The employee shall notify Human Resources in writing of her desire to take  
21 maternity leave, and except in case of emergency, shall give notice at least thirty (30) calendar  
22 days prior to the date on which her leave is to begin. The employee may use available paid leave  
23 (including sick leave) during any period of medical disability during pregnancy and for the  
24 employee's recovery following childbirth. Medical certification from the employee's healthcare  
25 provider is required for any period of disability. An employee who is pregnant may continue in  
26 active employment as late into her pregnancy as she desires.  
27

28 **Section 9.3.2.**

29 An employee, including a birth mother who is no longer disabled from childbirth and recovery,  
30 will be granted parental leave without pay to a maximum of twelve (12) weeks, which may be  
31 extended by the District for up to a maximum of one (1) year, to begin at any time between the  
32 birth of the employee's child and one year thereafter. The employee shall request parental leave  
33 in writing to Human Resources at least thirty (30) calendar days prior to the date on which the  
34 leave is requested to begin. Unpaid Family Medical Leave may be used during parental leave, by  
35 eligible employees, to the extent it is available.  
36

37 **Section 9.3.3.**

38 An employee adopting or receiving permanent custody of a child through the age of five (5) shall  
39 be granted an adoption leave without pay for a period of up to twelve (12) weeks after taking  
40 custody. This leave, upon request, may be extended for up to a maximum period of up to one (1)  
41 year. Adoption leave may commence earlier if necessary in order to fulfill requirements for  
42 adoption. The employee shall request leave, in writing to Human Resources, at least thirty (30)  
43 days prior to the date on which the leave is requested to begin.  
44

45 **Section 9.3.4. Reemployment Rights.**

46 An employee returning from maternity/parental leave shall be guaranteed the employee's former  
47 position if available, or if not available, an equivalent position. The employee shall retain all  
48 rights, seniority, and benefits commonly afforded employees on leave without pay.

1  
2 **Section 9.3.5. Early Return From Leave.**

3 An employee who has been granted maternity/parental leave and desires to return to service  
4 during the period of the leave may return at a time mutually agreed to by the employee and the  
5 superintendent or designee. A medical certification will be required if the employee was disabled  
6 due to pregnancy and/or recovery from childbirth.  
7

8 **Section 9.4. Bereavement Leave.**

9 Up to five (5) days bereavement leave may be granted in the event of a death in the “Immediate  
10 Household” or “Immediate Family” as defined in Section 9.1.1. Bereavement leave of one (1) day will  
11 be granted for a person within the “Not Immediate Family” as defined in Section 9.1.1.  
12

13 Bereavement leave shall not be cumulative.  
14

15 **Section 9.5. Jury Duty/Witness Leave.**

16 Leaves of absence with pay shall be granted for jury duty or when an employee is subpoenaed as a  
17 witness in a court proceeding. The employee shall notify the District when notification to serve is  
18 received.  
19

20 **Section 9.6. Discretionary Leave.**

21  
22 **Section 9.6.1. Employee Discretionary.**

23 For the 2018-2019 school year, a regular employee may use up to two (2) workdays of employee  
24 discretionary leave with pay per year. Effective September 1, 2019, a regular employee may use  
25 up to three (3) workdays of Employee Discretionary Leave with pay per year. This leave is to be  
26 used for situations that require absence during working hours to transact or attend to personal or  
27 legal business or family matters, provided that:  
28

- 29 1. No more than ten percent (10%) of all regular employees (rounded to the nearest whole  
30 number) will be granted such leave for any given day  
31
- 32 2. The employee must give notice to the District identifying the absence as employee  
33 discretionary leave, at least two (2) workdays in advance of taking the leave. In unusual  
34 circumstances, this advance notification requirement may be waived by the employee's  
35 immediate supervisor.  
36
- 37 3. Employee discretionary leave will not be granted on the workday directly before or the  
38 workday directly after holidays, paid or school holidays, or the first or last day of the school  
39 term, unless the reason for the absence is as follows:  
40

41 Situations suddenly precipitated or situations of such a nature that pre-planning or  
42 rescheduling is not possible or such that pre-planning or rescheduling could not eliminate the  
43 need for such leave. Some examples of situations that qualify are: illness in the immediate  
44 family, as defined in Article IX, Section 9.4.1; pre-adoptive leave; birth of an employee's  
45 child; funerals not covered by bereavement leave; failure of a public transportation carrier to  
46 meet a regularly scheduled operation; educationally significant events that involve the  
47 employee or student within the employee's care, (e.g., graduation); situations created by

1 forces of nature having significant harmful effects upon the employee's property, health, or  
2 family safety; non-injury accidents when employees are en-route to work.  
3

4 **Section 9.6.2.**

5 Discretionary leave shall not be applicable in cases of self-determined hazardous road conditions  
6 on school days, except when the District has declared a late start due to inclement weather and/or  
7 road conditions or when such inclement weather presents imminent harm to the welfare and  
8 property of the affected employee.  
9

10 **Section 9.6.3.**

11 Discretionary leave can only be used in half or whole-day increments and is not allowed for other  
12 partial-day usage, except in case of emergency as approved by the employee's immediate  
13 supervisor. Effective September 1, 2018, to provide employees flexibility regarding the use of  
14 discretionary leave, up to two (2) days of discretionary leave may be carried forward for use in  
15 the following year. If carried forward, such days must be used or will be lost. Days carried  
16 forward are not eligible for cash out. Except for up to two (2) days which can be carried  
17 forward into the following year, discretionary leave is non-cumulative.  
18

19 **Section 9.6.4. Employee Discretionary Leave Incentive.**

20 An employee shall be paid for unused employee discretionary leave as of August 31 annually. On  
21 or before September 10 annually, employees with an equivalent of one or two full workday's  
22 balance of employee discretionary leave, on an FTE basis, as of August 31 of the preceding  
23 school year, shall be eligible for this payment. Payment shall be made at one-half (1/2) of one (1)  
24 day's monetary compensation of the employee for each unused day up to a maximum of two (2)  
25 days of accumulated Employee Discretionary Leave.  
26

27 Payment shall be made on the September pay warrant consistent with District payroll cutoff dates  
28 and provided that the employee records do not otherwise indicate ineligibility. An employee must  
29 be a current employee at the time such payment is to be made. Should an employee leave District  
30 employment prior to September having fulfilled the full contract year in the position held, the  
31 employee may receive payment at the discretion of the District either at the end of the contract  
32 year or in a September pay warrant to cover this benefit.  
33

34 **Section 9.7. Military Leave.**

35 The District will comply with current federal and state statutes. *See also Section 9.2.5. Family Medical*  
36 *Leave, regarding leave for military exigencies and/or military caregivers.*  
37

38 **Section 9.8. Other Leaves.**

39 **Section 9.8.1.**

40 Leaves of absence without pay for reasons other than illness may be granted for a maximum  
41 period of up to one year by the District for reasons other than those previously listed in this  
42 article. Such additional leaves shall normally be without pay. Assignment upon return from an  
43 approved leave shall be guaranteed and shall be into the employee's former position or an  
44 equivalent available position. After a leave period of one year has passed the District may convert  
45 the long-term temporary employee serving in the position to permanent status or shall open and  
46 fill the position on a regular basis. The District and Association may jointly agree, on a case-by-  
47 case basis, that job return rights may be extended beyond twelve (12) months.  
48

1  
2  
3 **Section 9.8.2.**

4 If not FMLA eligible or after FMLA has been exhausted, an employee shall be granted leave  
5 without pay up to a 12-week maximum for the purpose of caring for a terminally ill child.  
6

7 **Section 9.8.2.1.**

8 If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in  
9 advance.  
10

11 **Section 9.8.2.2.**

12 Any employee returning from leave provided in Section 9.9.3. shall be assigned to the  
13 same position held at the time the leave commenced, or if that position is no longer  
14 available, the employee shall be assigned to an equivalent position if possible.  
15

16 **Section 9.8.3. Short Term Leave Without Pay.**

17 Leave without pay for short periods of time may be granted at the discretion of Human Resources  
18 only after all available paid leave applicable to the reason for the request for the leave without  
19 pay has been exhausted. Requests will be considered on a case by case basis and approval will  
20 normally be limited to unusual, unique or “once in a lifetime” events. Except for emergency  
21 situations, requests must be submitted at least one (1) week in advance to Human Resources via  
22 letter or email with a copy to the employee’s supervisor.  
23

24 **Section 9.8.4. Domestic Violence Leave.**

25 Leave with pay (to the extent the employee has accrued paid leave available for use) or without  
26 pay may be granted to allow victims of domestic violence, sexual assault or stalking to take  
27 reasonable leave from work for legal or law-enforcement assistance, medical treatment,  
28 counseling or as otherwise provided by R.C.W. 49.76. The employee shall provide verification  
29 of eligibility to take this leave, as permitted by R.C.W. 49.76. The employee must give advance  
30 notice, when possible.  
31

32 **Section 9.9. Leave Sharing.**

33 Employees covered by this contract who have an extraordinary and/or severe medical condition, may  
34 participate in a leave sharing program in accordance with RCW 28A.400.  
35

36 **Section 9.10. Attendance Incentive Program.**

37 **Section 9.10.1.**

38 An employee must work a minimum of two (2) hours per day in a regular position to be eligible  
39 for this program. To be eligible for this award, the employee must be a current employee at the  
40 commencement and conclusion of the award period. However, an employee who satisfies these  
41 requirements but whose award is delayed for administrative reasons shall be considered a current  
42 employee, e.g., an employee who retires or resigns and has completed his/her calendar year. The  
43 award shall not be available to those employees whose separation of employment was for  
44 disciplinary or related reasons.  
45  
46

1 **Section 9.10.2.**

2 For the period from September 1 through February 28, any employee who is not absent from  
3 work for any time for sick leave, and/or leave without pay, except for a worker’s compensation  
4 claim, discretionary leave or FMLA leave, shall receive an award in accordance with the table in  
5 Section 9.11.5 below. Payment shall be made on the March pay warrant.  
6

7 **Section 9.10.3.**

8 For the period from March 1 through August 31, any employee who is not absent from work for  
9 any time for sick leave, and/or leave without pay, except for a worker’s compensation claim,  
10 discretionary leave or FMLA leave, shall receive an award in accordance with the table in Section  
11 9.11.5 below. Payment shall be made on the September pay warrant.  
12

13 **Section 9.10.4.**

14 Any employee who fulfills the requirements of Section 9.11.2 and Section 9.11.3 for a complete  
15 fiscal year (September 1 through August 31) shall be awarded an additional award in accordance  
16 with the table in Section 9.11.5 below. Payment shall be made on the September pay warrant.  
17

18 **Section 9.10.5. Attendance Incentive Award Table.**

	<u>9- Or 10-Month Position</u>	<u>12-Month Position</u>
	0 - 1.9 Hours \$0	0 - 1.9 Hours \$0
	2 - 4.9 Hours \$74.00	2 - 4.9 Hours \$98.00
	5 - 8.0 Hours \$110.00	5 - 8.0 Hours \$146.00

25 **Section 9.10.6.**

26 Employees who do not fulfill the requirements of the attendance incentive awards may qualify  
27 for the following award (these employees will not qualify for the annual award):  
28  
29

<u>Absences in Hours for Each Period of Time</u>	<u>Percentage of Award</u>
0.1 - 8.0 Hours	75%
8.1 - 12.0 Hours	50%
12.1 - 16.0 Hours	25%

35 **Section 9.11.**

36 Human Resources shall provide written notification to the president of the Association for any leave of  
37 absence in excess of ninety (90) days or any extension of leave beyond one (1) year.  
38  
39  
40  
41

42 **ARTICLE X**

43 **EMPLOYMENT, SENIORITY AND LAYOFF PROCEDURES**

44 **Section 10.1. Seniority.**

45 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
46 employee began continuous daily employment; provided, however, that new employees with prior  
47  
48

1 experience in a Washington State public school district shall have longevity applied and adjusted in  
2 accordance with RCW 28A.400.300, as amended. Longevity will be used to determine vacation benefits  
3 and any other contract provision that depends on longevity.

4 **Section 10.1.1 Loss of Seniority Rights.**

5 The seniority rights of an employee in the bargaining unit shall be lost for any of the following  
6 reasons:

- 7 • Resignation
- 8 • Discharge
- 9 • Retirement

10  
11 **Section 10.1.2. Retain Seniority Rights.**

12 Seniority rights shall be retained and shall continue to accrue for the following reasons:

- 13 • Time lost by reason of industrial accident, industrial illness, or jury duty
- 14 • Time on a leave of absence granted for the purpose of serving in the Armed Forces of the  
15 United States to fulfill military obligations
- 16 • Time spent on other authorized leaves of absence, not to exceed on (1) year

17  
18 **Section 10.2. Probationary Period.**

19 All new employees within the jurisdiction of this Agreement shall be on probation for one-half (½) of  
20 their designated work year; nine-month position, ninety (90) workdays; ten-month position, one hundred  
21 one (101) workdays; twelve-month position, one hundred thirty (130) workdays. During this time,  
22 grievance procedures relating to termination are waived.

23  
24 **Section 10.3. Job Vacancies.**

25 Vacancies for positions covered by this bargaining unit will be posted on the District's web-page and  
26 included in Human Resources all-staff communications regarding new job postings as they become  
27 known, except for a long-term temporary position, or a temporary position of less than fifty (50) percent  
28 of the applicable regular work year calendar, (i.e. 191, 212 or 260), in which case advertisement is not  
29 required. The Association President(s) shall receive a copy of posted vacancies. Open positions shall not  
30 be filled until they have been advertised for at least five (5) workdays. Selection from qualified  
31 applicants will be determined after giving due consideration to relevant, successful bargaining unit  
32 experience, requests for transfer and the Affirmative Action Program.

33  
34 However, the Association recognizes the right of a division manager or principal to fill a job vacancy  
35 from within the remaining work staff, provided such vacancies are publicized to staff within the building  
36 or division for at least five (5) workdays and Human Resources concurs. In the event more than one staff  
37 member from the building or division is interested in the same position, the principal or division manager  
38 shall interview all staff who have expressed interest. The person filling the position must meet the  
39 minimum qualifications as set forth in the established job description covering the vacancy. If position is  
40 filled in this manner, then the position need not be advertised District-wide or to outside applicants;  
41 however, the president(s) of the Association shall be notified by Human Resources in advance of any  
42 action taken.

43  
44 **Section 10.3.1.**

45 In the event a principal is reassigned from one school building to another newly constructed or  
46 newly opened building (hereinafter referred to as "new building"), the District shall have the

1 option of moving secretarial staff with the principal to the new building using the following  
2 guidelines:

3  
4  
5 **Section 10.3.1.1.**

6 Staff shall be moved only within classification, e.g., Administrative Assistant V to  
7 Administrative Assistant V.

8  
9 **Section 10.3.1.2.**

10 Staff shall be exempt from testing requirements.

11  
12 **Section 10.3.1.3.**

13 In the event more than one staff member from the building is interested in the same  
14 position in the new building, the principal shall interview all interested applicants from  
15 within the building for the new building assignments.

16  
17 **Section 10.3.1.4.**

18 If this section is invoked, the president(s) of the Association shall be notified, in advance  
19 in writing, to allow for input from the Association prior to an official decision being  
20 made.

21  
22 **Section 10.3.2.**

23 All employees covered by this Agreement shall have the right to apply for any bargaining unit  
24 position which is advertised in accordance with 10.3 above. Employees should do so by keeping  
25 updated current materials in the district on-line application system and submitting application via  
26 that system. Employees meeting the minimum qualifications listed in the vacancy announcement  
27 shall be interviewed for that position and careful consideration will be given to relevant,  
28 successful prior bargaining unit experience.

29  
30 **Section 10.3.2.1.**

31 An employee who is not successful for a position may make an appointment with Human  
32 Resources for the purpose of reviewing the person's application and interview within ten  
33 (10) workdays of notification that the position was filled. In cases where non-bargaining  
34 unit candidates are successful over experienced bargaining unit members, a written  
35 explanation regarding the reason for selecting a non-bargaining unit candidate will be  
36 provided if so requested by the employee or the union. The explanation will include why  
37 the employee was not as qualified as the selected candidate.

38  
39 **Section 10.4.**

40 An employee who is requested to work in a position at a higher classification for more than one (1)  
41 workday due to an unfilled position or absence, shall be paid at the rate of the higher classification  
42 starting at the beginning of the second consecutive day of work and retroactive to the first day of work.

43  
44 **Section 10.5.**

45 Employees may be temporarily assigned outside their experience or training, but performance in any  
46 such temporary assignment shall not be a part of their evaluation.

1 **Section 10.6.**

2 Employees may be involuntarily transferred to a comparable position for other than discipline or  
3 performance deficiency reasons. The need for such transfers must be unique and demonstrable and serve  
4 the interests of both the individual employee and the District. Such transfers would require agreement of  
5 the Superintendent or administrative designee and the union president. Any involuntarily transferred  
6 employee will be provided thirty (30) days prior notice before the effective date of the transfer. This  
7 notice may be waived by the employee.

8  
9 **Section 10.7. Annual Employment Notification.**

10 Any 9-month or 10-month employee not notified by June 1 of each year shall be considered  
11 automatically retained for the next school year subject to availability of funds, continuation of program  
12 and position, and will return to the same work assignment unless otherwise notified in writing prior to  
13 returning for the following school year.

14  
15 **Section 10.8.**

16 Employees retained will have their hourly rate of pay adjusted as specified by the terms of the collective  
17 bargaining agreement, if applicable.

18  
19 **Section 10.9. Criteria for Determining Retention of Staff Due to Financial Loss or Program**  
20 **Change.**

21 The term “displacement” shall mean reduction of two (2) hours or more (but not termination from all  
22 employment) for other than disciplinary reasons. Decisions as to which employees will be “displaced”  
23 will be based on building/site position needs and requirements with consideration given to individual  
24 skills and qualifications necessary to fulfill duties. Seniority will be considered when individual  
25 employee skills, qualifications and subsequent ability to perform the above duties are equal as  
26 determined by the District.

27  
28 Displacement procedure and rules shall be as follows:

- 29  
30 1. Regular KAEOP employees who have been displaced shall be placed in a “Displacement Pool”.  
31 Re-employment rights for such employees will be the same as those employees in Section 10.10,  
32 except however those employees who have been laid off shall have priority in exercising their re-  
33 employment rights.  
34 2. Following notification to the employee of the loss of hours, Human Resources will contact the  
35 Association leadership to identify possibilities and potential resolutions.

36  
37 The term "lay-off" shall mean termination of employment for other than disciplinary reasons. Reasons  
38 may include change of program reorganization, lack of work, lack of funds or position loss resulting  
39 from a “bump” from a more senior employee.

40  
41 **Section 10.9.1.**

42 In the event a lay-off situation occurs, the District shall present the Association a seniority list by  
43 category at least thirty (30) calendar days prior to the first lay-off.

44  
45 **Section 10.9.2.**

46 The employee with the earliest district seniority date within the same position title at a  
47 department or building shall have preferential rights regarding who is laid off.



1  
2  
3  
4  
5 **Section 10.9.3.**

6 When offering positions to employees who have been notified their position is being eliminated  
7 or being bumped by another employee, the order of offers shall be as follows:

8  
9 Step 1: Comparable open position(s) for which the employee is qualified;

10  
11 Step 2: When no comparable open position exists, employees shall be placed in a comparable  
12 position held by a lesser senior employee in the same or lower level according to  
13 procedures jointly agreed to by the Association and the District;

14 Step 3: If no comparable position is identified in Step 2 above, then the employee shall have the  
15 option of being placed into a position that is closest in comparability to the one  
16 previously held according to procedures jointly agreed to by the Association and the  
17 District.

18  
19 Affected employees shall not be allowed to move into a higher pay grade.

- 20  
21 • Comparable positions shall mean positions which represent a gain or loss of no more  
22 than five hundred dollars (\$500) in annual compensation, wage related benefits or  
23 health insurance benefits, but may have different working conditions or qualifications,  
24 duties and responsibilities.

25  
26 An employee who loses his/her position as a result of a more senior employee moving into said  
27 position shall be subject to the same rights and restrictions described in Section 10.9.3.

28 Employees so affected by layoff shall be given at least two options, if available, for placement  
29 into a position for which they are qualified and in accordance with the above procedures.

30  
31 **Section 10.9.3.1.**

32 It is understood that job qualifications referred to in 10.9.3 shall be the same minimum  
33 qualifications required for application if that position were an open position. It is further  
34 understood that the District and Association shall work to pre-identify and mutually agree  
35 on essential positions. \*

36  
37 \*Essential positions are those positions for which replacement would create severe  
38 disruption to the District operation and for which time to train a new employee is  
39 obviously not either practical or reasonable due to immediate critical demands.

40  
41 **Section 10.10. Re-employment Rights.**

42 All bargaining unit employees who are not offered employment in accordance with the procedures in  
43 Section 10.9. shall be terminated from employment. Such terminated employees and employees  
44 accepting less than comparable positions shall be placed in a Layoff Employment Pool for possible  
45 reemployment for a period of two (2) years. Layoff Employment Pool personnel, based on their  
46 seniority, will be offered comparable positions for which they are qualified\* and which do not increase  
47 their previous pay grade level. If no such comparable open position can be offered, then the employee(s)  
48 shall have the option of accepting employment offers in less than comparable open position(s). This

1 process will continue until the employment pool is depleted or there are no candidates qualified in the  
2 pool for any particular open position. In addition to the above, Layoff Employment Pool members shall  
3 retain bargaining unit rights for any other application for open KAEOP positions.

4  
5 \*Any question/concern of adequate qualification shall be jointly addressed and determined via the  
6 Labor/Management process with input from the effected Layoff Pool employee.

7  
8 Layoff Employment Pool employees who are offered less than comparable employment and accept such  
9 employment shall have the right to retain re-employment rights as stated above until offered comparable  
10 employment or for a period of two (2) years following placement in the Layoff Employment Pool  
11 whichever comes first.

12  
13 **Section 10.10.1.**

14 Personnel will be considered for placement based on Layoff Employment Pool seniority and  
15 qualification. If the next employee in line for rehire is not qualified for the open position, that  
16 employee shall retain the right to remain in the employment pool. However, if an employee  
17 rejects a position after being offered the position and the employee is qualified for the position,  
18 further right to employment from the employment pool shall terminate.

19  
20 **Section 10.10.2.**

21 It shall be the responsibility of each employee to notify Human Resources in writing by October  
22 1 and February 1 if the employee wishes to remain in the employment pool. If such notification is  
23 not received prior to these dates, the name of the employee shall be dropped from the  
24 employment pool.

25  
26 **Section 10.10.3.**

27 When a vacancy occurs for which the District offers employment to an employee from the pool,  
28 notification from the school district to the individual will be by certified mail or by personal  
29 delivery. The individual will have seven (7) calendar days from receipt of the letter to accept the  
30 position.

31  
32 **Section 10.11.**

33 Employees who are laid off shall retain seniority and retirement benefits in addition to payment for any  
34 accrued vacation days.

35  
36 **Section 10.12.**

37 Employees who are designated to be laid off shall receive a lay-off slip containing the following  
38 information at least fifteen (15) calendar days prior to lay-off; name, position, date of hire, reason(s) for  
39 lay-off, eligible benefits, and a copy of seniority list by categories.

40  
41 **Section 10.13.**

42 For a period of one year following layoff, the applicant pool for all KAEOP open positions shall first be  
43 restricted to KAEOP members only. Open positions will be posted and application and interviews will  
44 occur for KAEOP members only in order that opportunity is given for restoration of lost time.

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3  
4  
5 **ARTICLE XI**  
6

7 **DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT**  
8

9 **Section 11.1.**

10 Each employee has the right, during an investigatory interview which the employee reasonably believes  
11 may result in discipline, to request the presence of an Association representative, if the Association  
12 representative is available. If that representative is not available, the employee may request the presence  
13 of another immediately available Association representative. The Association representative shall not  
14 obstruct or interfere with the interview.  
15

16 **Section 11.2.**

17 Meetings between the employee and District shall occur at mutually convenient times when the  
18 employee, the Association representative and District representative may be available.  
19

20 **Section 11.3. Disciplinary Action.**

21 Disciplinary action for purposes of this article shall mean written warnings, written reprimands,  
22 suspension without pay, or involuntary termination. No employee shall be subject to disciplinary action  
23 without just cause. The specific grounds forming the basis for suspension or termination shall be made  
24 available to the employee in writing.  
25

26 **Section 11.4. Discharge, Involuntary Termination of Employment.**  
27

28 **Section 11.4.1.**

29 In the case of involuntary termination or suspension for performance deficiencies (i.e., quality  
30 and quantity of work) or misconduct, the employee shall be entitled to receive a notice of intent  
31 to suspend or discharge from employment at least fourteen (14) calendar days prior to the  
32 scheduled date of the suspension or discharge. The employee shall be entitled to receive a written  
33 statement of reasons for the suspension or discharge. The employee shall have seven (7) calendar  
34 days from the date of the notice of intent to discharge or suspend for disciplinary reasons, in  
35 which to request a pre-disciplinary (Loudermill) hearing with the superintendent or designee  
36 before any such disciplinary action becomes final.  
37

38 **Section 11.4.2.**

39 In the event the charges against the employee are sustained after the Loudermill hearing (unless  
40 waived by the employee), the employee is considered discharged or suspended for disciplinary  
41 reasons without further compensation. The employee shall be entitled to receive a written notice  
42 of discipline including a statement of reasons for the discharge and the effective date of the  
43 discharge or disciplinary suspension.  
44

45 **Section 11.4.3.**

46 If the investigation completely clears the employee, the employee shall be reinstated with salary  
47 retroactive to the date of suspension.  
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**Section 12.4. District Insurance Premium Contribution.**

The District's insurance premium contributions per eligible employee (including eligible dependents) will be based on the following table effective September 1 each year. For the duration of this contract, the District will increase insurance premium contributions by the state allocated amount plus the retiree subsidy. This increase will be distributed on the same percentage to hours worked as indicated below.

<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%

**Section 12.5. 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 actual pool calculation for the months of September and October. See Section 1.4 regarding insurance pooling for “split” employees (those employees who also hold a position(s) in another district bargaining unit or group).

**Section 12.6.**

While on a leave of absence without pay, the employee shall have the option to remain an active participant in fringe benefit programs by paying the required amount without District contribution.

**Section 12.7. Liability Insurance.**

Employees shall be covered by the District's liability insurance policies.

**Section 12.8. 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 paid 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.

**Section 12.9. Travel Allowances.**

Employees authorized to use their personal vehicles on District business shall be compensated at the rate as provided by District policy. The mileage shall be authorized and validated according to District procedure. An employee authorized to use their personal vehicle for District business whose vehicle is damaged while being used for District business may submit a claim to the District for compensation for such damage. The claim will be adjudicated in accordance with standard insurance standards and practices. District business does not include commuting to or from the day's duty location or commuting between duty locations during the duty day.

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**Section 12.10. Tax Shelter Program.**

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

**Section 12.11. Credit Unions.**

When authorized by the individual employee, the District shall make payroll deductions payable to the Inspirus Credit Union.

**Section 12.12. Section 125 Plan.**

Employees may use the Section 125 Plan deductions they qualify for each year. The Association shall be consulted as to any changes being considered to the plan.

**ARTICLE XIII**

**PROFESSIONAL DEVELOPMENT and TRAINING**

**Section 13.1.**

A Professional Development Committee (Committee), shall be comprised of a maximum of three (3) representatives from the District and three (3) representatives from the Association. The Committee's duties will include identifying and developing professional development training opportunities. Service on the Committee shall not result in lost time or pay. District funds shall be made available for continuing employee development and training programs as follows:

**Section 13.1.1.**

Employees will be reimbursed for tuition after successfully completing approved course work. Approval must be in advance by the director of staff development and the employee's immediate supervisor. No wage deduction shall be made for approved attendance during working hours.

**Section 13.1.2.**

Expenses and materials to establish classes provided by the District.

**Section 13.1.3.**

If the immediate supervisor determines, and the superintendent concurs, that special training is necessary for an employee, the District will pay the cost of such classes or training. Mandatory training shall be paid for by the District. Funds from the effective education pool in Section 13.2 shall not be used to pay for the mandatory training.

**Section 13.2. Effective Education.**

The District will make funds available for employees' skill and job development. Funds will be generated on the basis of the equivalent of five (5) workdays, based on the individual employee's daily hours as reported on October 1 of each year. Effective educational (effective ed) hours may be used to cover a specified amount of preparatory reading, homework, or project-based learning required for a

1 specific course, provided that the number of additional hours for these activities are included in the  
2 syllabus and description of the course. If additional hours for activities are not included in the syllabus  
3 and description of the course, those activities outside of the classroom will be optional and not eligible  
4 for compensation. This will be adjusted one time based upon an employee's daily hours on the 90th  
5 workday of the school year. Employees shall be paid at their regular rate. If an employee has more than  
6 one regular rate, the calculation of the regular rate shall be the weighted average of the regular rates  
7 (for example, a 7 hour a day employee, employed in two different positions at 5 hours @\$15/hr. and 2  
8 hours @ \$10/hr.):  $5/7(15) + 2/7(10) = \$10.71/hr. + \$2.86/hr. = \$13.57/hr.$  (weighted avg. rate).

### 9 10 **Section 13.2.1. Effective Education Pool Hours.**

11 KAEOP effective ed hours that are unused as of the last day in August shall be placed in a pool  
12 for the exclusive use by members of KAEOP. Such hours shall be carried over and available for  
13 use only during the following year. These hours or funds will be used on a first-requested basis  
14 until the pool is exhausted.

15  
16 After an employee has used all of their allotted hours in the current year, the employee may use  
17 up to ten (10) hours from the pool per school year after submission and written approval by their  
18 administrator of a plan to use these additional hours. Submission form is available on the Kent  
19 School District web site.

20  
21 Any unused effective education funds are eligible upon the approval of the Professional  
22 Development Committee to be used to reimburse employees for tuition expenses, books, fees  
23 and other related educational material expenses not to exceed one-hundred and fifty dollars  
24 (\$150) per employee per year. To qualify for the reimbursement the employee must show they  
25 completed the course work and produce a receipt to the Committee for review and approval of  
26 the qualifying expenses.

27  
28 In addition, unused pool hours may be utilized for work site or team-based training, or as  
29 mutually agreed by both the District and Association.

### 30 31 **Section 13.3. Certificates of Achievement.**

32 Upon completion of the District's office assistant program or professional achievement certificate I, II,  
33 III, IV, the employee shall receive a one-time stipend of six hundred thirty-nine dollars (\$639) per  
34 program. The District and the Association recognize that the Office Assistant Training Program  
35 (OATP) requires one-half the class hours of the other programs and, therefore agree the stipend for that  
36 program shall be one-half (1/2) the regular stipend.

37  
38 Subject to approval by the Professional Development Committee, clock hours and credit hours  
39 obtained from classes other than the KSD Professional Development classes, such as from Washington  
40 Office of Superintendent of Public Instruction certified clock hour providers or accredited educational  
41 institutions, are permitted to count towards the educational stipend.

### 42 43 **Section 13.3.1 - Professional Development Appendices**

44 By reference, the list of approved classes for the Professional Achievement Certificate, I, II, III  
45 and IV, shall be added as an appendix to this Agreement. The KAEOP/District Professional  
46 Development Committee (PDC) is authorized to approve/amend and authorize specific course  
47 substitutions. This section supersedes any previous written guidance from Human Resources.

1 **Section 13.4. Training.**

2 The District shall provide training to accomplish the objectives of the program whenever new technology  
3 is required or introduced to perform an essential function of the employee’s position and/or when an  
4 employee’s assignment has changed (see Section 10.7)

5  
6 Mandatory training shall be paid for by the District at the employee’s regular hourly rate for all  
7 required hours in attendance. Employee allotted effective education hours shall not be required to be  
8 used to pay for any mandatory training.

9  
10 Release time during normal working hours, at no loss of pay, shall be provided to employees for the  
11 purpose of attending workshops, classes, or seminars of benefit to the employee and the District upon the  
12 approval of the employee’s immediate supervisor. Employees requested by the District to attend a  
13 workshop, class, or seminar outside the employee’s normal working hours, shall be compensated for all  
14 hours at the employee’s regular hourly rate.

15  
16 **Section 13.4.1. Administrative Assistant V Training.**

17 Forty total hours of cross-training for an administrative assistant V (AAV) office manager  
18 position, in any combination of hours between the exiting and incoming employees and/or for  
19 District level training with supervisor approval, will be provided for the following:

- 20  
21
- New employee to District without prior office manager experience at same level
  - Current District employee moving from another administrative assistant level
  - Current District AAV moving between elementary and secondary
  - Current District non-KAEOP employee moving into AAV position
- 22  
23  
24  
25

26 If exiting AAV is unavailable to train, any current AAV with the same building level experience  
27 (elementary or secondary), may volunteer to provide training.

28  
29 **Section 13.4.2. First Aid, AED, and CPR Training.**

30 The District will provide opportunities each year for employees to obtain first aid, AED, and CPR  
31 certification.

32  
33 **Section 13.4.3. Health Room Training.**

34 The District will provide required annual training by registered nurses regarding health room  
35 procedures and responsibilities for AAll health techs. In addition, training will be provided by  
36 registered nurses regarding health room procedures and responsibilities for employees whose  
37 position requires support to a school’s health room. Training will be consistent with health  
38 services which can be performed in compliance with state law and/or regulations.

39  
40 **Section 13.5. Professional Development Reopener.**

41 Article 13 shall be reopened for negotiations no later than April 1, 2019.



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## ARTICLE XIV

### ASSOCIATION MEMBERSHIP

#### **Section 14.1.**

Upon the signed authorization by an Employee, the Employer shall deduct Association dues from the pay of that Employee pursuant to RCW 41.56.110, and in accordance with the terms of this section and with the terms of the authorization form that was signed.

#### **Section 14.2.**

The amount of those dues will be as certified by the Association's secretary. A copy of the Employee's signed authorization form must be forwarded to the Employer by the Association and a copy of that authorization form will be maintained by the Employer. The Employer shall transmit all such funds deducted on a monthly basis to the treasurer of the Public School Employees of Washington/SEIU Local 1948. No deduction shall be made which is prohibited by applicable law.

#### **Section 14.3**

Any employee wishing to withdraw from the Association shall send a signed withdrawal letter to the Public School Employees of Washington (P. O. Box 798, Auburn, Washington, 98071). The employee must also send a copy to the District Human Resources Department and a copy to the Association president.

#### **Section 14.4 Voluntary Political Contributions.**

Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-170-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110. No later than October 1 of each year, the Association shall send the District a list of the names of KAEOP bargaining unit employees who have authorized COPE payroll deductions as of the above date.

The Association will indemnify, defend and hold the District harmless against any claim against the District resulting from a deduction of Association COPE contributions, or Association's future political contributions program may change.

#### **Section 14.5**

The Association shall give written notice to the District business office of: (a) the percentage amount of dues required of a member of the Association, which dues are to be deducted during the school year under payroll deductions. The deduction amount shall not be subject to change without at least thirty (30) calendar days written notice to the District business office. Any such changes shall be implemented by the District within sixty (60) calendar days of the written notice to the District business office.

##### **Section 14.5.1.**

The Association agrees to reimburse any employee from whose pay dues were deducted in excess of the total amount due to the Association, at that time, provided the Association or its affiliate actually received the excessive amount.

1 **Section 14.6.**

2 If by statute or regulation, e-sign (electronic dues authorization) is not found to comply with RCW  
3 41.56.110 (1), the Association will indemnify the District against any/all claims and liability resulting  
4 from the invalidation of the e-sign authorized dues deductions.

5  
6 **Section 14.7.**

7 The Association will indemnify, defend and hold the District harmless against any claim against the  
8 District resulting from a deduction of Association dues based on the union’s representation/certification  
9 that a withholding of dues has been authorized by the member for the time period at issue.

10  
11  
12 **ARTICLE XV**

13  
14 **GRIEVANCE PROCEDURE**

15  
16  
17 **Section 15.1.**

18 Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be  
19 considered as maximum and every effort shall be made to expedite the process. Under unusual  
20 circumstances, time limits may be extended by mutual agreement. The following procedures shall be  
21 utilized by a member of the Association to resolve an alleged grievance, as defined in Section 15.3.

22  
23 **Section 15.2.**

24 The Association shall be notified by the District of any formal grievance of any employee in the  
25 bargaining unit. The Association shall also be given reasonable opportunity to be present at any initial  
26 meeting called for the resolution of the grievance.

27  
28 **Section 15.3.**

29 A grievance shall be defined as a claim by an employee that there has been a violation, misinterpretation  
30 or misapplication of a specific provision of this Agreement dealing with the interpretation or application  
31 of the specific terms of this Agreement.

32  
33 **Section 15.3.1. (Step One-Informal)**

34 Employees shall first discuss the grievance with the immediate supervisor. All grievances not  
35 brought to the immediate supervisor in accordance with the preceding sentence within twenty-  
36 one (21) calendar days of the occurrence of the grievance shall be invalid and subject to no  
37 further processing.

38  
39 **Section 15.3.2. (Step Two-Formal)**

40 If the grievance is not resolved to the employee's satisfaction in accordance with step one, the  
41 employee may submit a formal written grievance to the superintendent, with a copy to Human  
42 Resources, within seven (7) calendar days of the step one, informal meeting. The grievance will  
43 describe the facts upon which the grievance is based, the provision(s) of the Agreement allegedly  
44 violated, and the remedy sought. The superintendent or designee shall make a written response to  
45 the grievant within fourteen (14) calendar days of the step two, formal meeting.

1 **Section 15.3.3. Step Three.**

2 If no settlement has been reached within the fourteen (14) working days referred to in the  
3 preceding subsection and the Association and the grievant believe the grievance to be valid, the  
4 grievance may, within ten (10) working days of the answer above, be submitted in writing to  
5 either FMCS or PERC arbitration as mutually agreed by both the Association and the District.  
6 However, any question of arbitrability shall first be resolved according to RCW 704A.030 and/or  
7 704A.040. The scope of the arbitrator’s authority shall be limited to grievances arising from  
8 specific provisions of the Agreement, and the arbitrator shall be without authority to add to,  
9 subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power  
10 or authority to make any decision which requires the commission of an act prohibited by law.

11  
12 The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of  
13 the arbitration hearing or submission of any post-hearing briefs. The parties shall have fourteen  
14 (14) days in which to submit such briefs. Each party shall bear its own costs of arbitration, except  
15 that the cost of the arbitrator, court costs (reporter, hearing room, etc.) shall be shared equally by  
16 the District and the Association. The decision and/or award shall set forth the arbitrator’s findings  
17 of fact, reasoning, and conclusion of the issues submitted and shall be final and binding on all  
18 parties.

19  
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21  
22 **ARTICLE XVI**

23  
24 **SALARIES AND EMPLOYEE COMPENSATION**

25  
26 **Section 16.1. Salary Schedule.**

27 For the school year 2018-19 wage rates are reflected on Schedule A and represent a five and nine-tenths  
28 of a percent (5.9%) increase, inclusive of the state funded inflationary increase provided for in RCW  
29 28A.400.205, to the base hourly rates of the 2017-18 Schedule A. The longevity salary schedules  
30 (Schedules B and C) will be adjusted accordingly.

31  
32 **Section 16.1.1.**

33 Effective September 1, 2019, the salary rates for all levels of KAEOP employees (as referenced  
34 in Schedule A) shall be improved by the state funded inflationary increase provided for in RCW  
35 28A.400.205 for classified employee salaries. The longevity salary schedules (Schedules B and  
36 C) will be adjusted accordingly.

37  
38 **Section 16.2. Staff Trainer.**

39 A wage shall be established for the position of staff trainer. The staff trainer would be responsible for  
40 planning, organizing, and carrying out the teaching of staff development programs for the District. The  
41 staff trainer rate shall be the District STA trainer rate. The staff trainer rate will apply only for off-hours  
42 training time; for clearly identifiable training which is separate from the individual's job description; and  
43 when the staff trainer appointment and course outline have been approved by Staff Development.

44  
45 **Section 16.2.1. Interpretive Services Pay.**

46 Employees who are certified interpreters at the district or state level will, when providing  
47 authorized interpretive services, be paid the interpreter pay rate at the level at which they are

1 certified. Compensation will be for the duration of the provision of services, including travel  
2 time.

3  
4 **Section 16.3. Other Provisions.**

5  
6 **Section 16.3.1.**

7 Benefits for employees pursuant to Article XII will only be paid for the months the employee  
8 receives a pay warrant. If the pay is spread during the summer months, the employee will receive  
9 benefits during the entire period. An employee, who is employed in a regular continuing position,  
10 may elect to continue the benefits through the summer months, for which pay warrants are not  
11 issued, by reimbursing to the District the amount of the insurance premiums. This process shall  
12 be continued until the employee goes on a regular payroll system starting September 1.

13  
14 **Section 16.3.2. Voluntary Employee Benefits Account (VEBA).**

15 The District will make approved contributions for all eligible employees in a VEBA account  
16 consistent with District policy, state and federal law, and the annual vote of the Association  
17 members approving or rejecting contribution options.

18  
19 **Section 16.3.3.**

20 Payment provisions for daily substitutes, long-term substitutes, temporary, and long-term  
21 temporary employees shall be in accordance with the established practice of the District Payroll  
22 and Human Resources offices. The Association shall be informed when changes are made by the  
23 District to the payment provisions.

24  
25 **Section 16.3.4. Payroll Errors.**

26 Underpayments shall, absent unusual circumstances, be corrected within ten (10) working days  
27 of the request for payment. With regard to overpayments, the District will make reasonable  
28 efforts to reach written, mutual agreement with the affected employee before taking  
29 recoupment action. Recoupment actions shall be taken in accordance with RCW 49.48.200 and  
30 RCW 49.48.210.

31  
32 **Section 16.4. Advancement on the Salary Schedule.**

33 Employees will gain one (1) year of salary schedule experience for each contract year worked. Step  
34 advancement for eligible employees will be effective September 1<sup>st</sup> of any year. Starting September 1,  
35 2015, eligibility will include an employee's first year of employment (or placement in the position)  
36 provided that the employee's start date occurred between September 1<sup>st</sup> and January 31<sup>st</sup> of the first  
37 school year in the position.

38  
39 **Section 16.5. Prior Work Experience.**

40  
41 **Section 16.5.1.**

42 All prior work experience must be substantiated by information from the previous employer to  
43 Human Resources. Experience not entered on the original application form will not be credited at  
44 a later date.

45  
46 **Section 16.5.2.**

47 Experience credit for regular employees shall only be allowed for prior experience in an  
48 educational unit to the extent required by RCW 28A.400.300 as amended.

1 **Section 16.6.**

2 In the event the District negotiates a wage or benefit increase with any other bargaining unit,  
3 administrative staff, or group, for the duration of this contract, which exceeds the increases in this  
4 agreement, the District agrees to immediately reopen negotiations on wages and benefits.

5  
6 **Section 16.7.**

7 Employees required to attend orientation will receive regular wage for all hours in attendance.  
8

9 **Section 16.8. Reclassification Procedure.**

10 Association unit members are grouped by job classification. Job descriptions are on file in the Division  
11 of Human Resources and are updated periodically as needed.  
12

13 **Section 16.8.1.**

14 If the Association believes a current job classification does not accurately reflect the essential  
15 job functions of the position, the Association may request a review of such classification.

16 Requests for review shall be submitted in writing to the Assistant Superintendent for Human  
17 Resources/Chief Talent Officer or designee and shall include the following:  
18

- 19 1. A current job description.
- 20
- 21 2. A written statement describing the changes in the essential job functions of the position  
22 and rational why the District should reclassify the position and/or job classification.
- 23
- 24 3. A Reclassification Request form completed by the employee and signed/approved by  
25 the immediate supervisor and/or building principal or department supervisor.  
26

27 Only applications submitted during the application window of May 1 to May 15 each year will  
28 be considered.  
29

30 **Section 16.8.2.**

31 The Reclassification Committee will also have available district written job descriptions and  
32 may accept written and/or verbal statements from job position incumbents, supervisors and  
33 relevant District administrators.  
34

35 The Reclassification Committee is authorized, as part of the reclassification process to  
36 recommend updates to job descriptions if there are any significant changes in points for a  
37 position and to make recommendations for placement of new job classifications on Salary  
38 Schedule A.”  
39

- 40 A. The Reclassification Committee shall consist of the following members:
  - 41 • Two (2) members selected by the Assistant Superintendent for Human  
42 Resources/Chief Talent Officer.
  - 43 • Two (2) members selected by the Association.
  - 44
- 45 B. Members of the Reclassification Committee shall receive appropriate training to ensure  
46 their ability to complete the committee’s function. The function of the Reclassification  
47 Committee shall be to review and determine that job classification assignments are in

1 line with the classification for similar work being performed by other office employees  
2 within the district.

- 3
- 4 C. The Reclassification Committee will use a scoring procedure, which shall include, but  
5 not be limited to the following:
- 6 • Relevant job duty analysis criteria and sub descriptors (e.g. required training,  
7 responsibility, etc.) and reasonably weighted numerical value range for each  
8 criterion that can equitably, consistently and objectively be utilized to maintain  
9 KAEOP position internal comparable worth and determine appropriate salary level  
10 placement;
  - 11 • Pre-determined point ranges for position level placement;
- 12
- 13 D. The Reclassification Committee will submit a written determination explaining the  
14 basis of its decision and, if applicable, its recommendation to the Assistant  
15 Superintendent for Human Resources/Chief Talent Officer for approval. While the  
16 recommendation of the Reclassification Committee is presumptively expected to be  
17 effective, nothing in this section is intended to abrogate the management rights set forth  
18 in Section 2.1 of this Agreement, including the right of management to designate the  
19 work to be performed by District employees or others and the places and manner in  
20 which the work is to be performed.
- 21
- 22 E. Specifically, the District reserves the right, apart from the Reclassification Committee's  
23 recommended/proposed action, to take steps to restructure or reorganize positions or job  
24 classifications, or to instruct supervisors not to assign employees to perform task and  
25 duties outside the scope of the essential job functions of the existing job description.
- 26
- 27 F. The Reclassification Committee will meet in June of each school year to review  
28 applications for reclassification. Human Resources will notify all appropriate personnel  
29 of the outcome of the reclassification process via e-mail.
- 30
- 31 G. The effective date of reclassification shall be September 1 of the subsequent work year.  
32 If, as a result of the reclassification process, the position occupied by the employee is  
33 elevated to a higher pay group level and Reclassification has confirmed that the  
34 employee has been performing substantially all of the higher level work for at least  
35 twenty-four (24) months, step placement on the higher salary level shall be on the same  
36 step as the employee had been on the lower level prior to the reclassification. If the  
37 employee was performing the higher-level duties for less than twenty-four (24) months  
38 or had not been performing substantially all of the higher-level duties upon which the  
39 reclassification recommendation was based, then the employee shall be placed based on  
40 the rules governing salary step placement upon promotion, as set forth in Schedule A,  
41 Note 3.
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**ARTICLE XVII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 17.1.**

The term of this Agreement shall be September 1, 2018, to August 31, 2020.

**Section 17.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in Section 17.3, below.

**Section 17.3.**

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

**Section 17.3.1.**

During the above-specified reopener period, Section 18.1, No Strike Agreement, shall be inoperative as a contractual agreement, but such inoperative status shall not be deemed a waiver of any other legal rights or obligations of the parties.

**Section 17.3.2 Affordable Care Act (ACA).**

If during the life of this Agreement, the application of the ACA to the employer provided health insurance plans would cause such plans to become disqualified or subject to taxes, fees or penalties, then either party may request the Agreement be reopened for the purpose of addressing these matters.

**Section 17.4.**

If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected.

**Section 17.5.**

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with state or federal statutes or regulations.

**Section 17.6.**

In the event Sections 17.4 or 17.5 above is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to 17.3, herein.

**Section 17.7.**

The provisions of this Agreement are deemed to be separable to the extent that if any application is found to be in conflict with an existing law, a court of competent jurisdiction, Attorney General Opinion or Auditor's Report, the decision shall not affect the validity of the remaining provisions of this Agreement, but the remaining provisions shall continue in full force and effect. In the event any provision or provisions are determined to be in conflict, both parties shall meet within thirty (30) calendar days for the purpose of renegotiations and Agreement on the invalidated provision or provisions.

1 **Section 17.8.**

2 The District and the Association acknowledge that they have bargained with respect to all terms and  
3 conditions of employment. The District and the Association acknowledge that their agreements are fully  
4 set forth herein, that the omission of any reference to any aspect of the terms and conditions of  
5 employment is intended to be a waiver of the right to bargain with respect to the particular subject during  
6 the term of this Agreement.  
7  
8  
9

10 **ARTICLE XVIII**

11 **NO STRIKE AGREEMENT**

12  
13  
14 **Section 18.1.**

15 There shall not be authorized any strike, slowdown or any other stoppage of work by the Association  
16 regardless of whether an unfair labor practice is alleged. The District shall not lock out employees  
17 covered by this Agreement. Should a strike, slowdown, or stoppage by the Association members occur,  
18 the Association shall immediately instruct its members to return to work. If the employees do not resume  
19 work as required by the Agreement immediately upon being so instructed, they shall be subject to  
20 discipline, including discharge.  
21

22 **Section 18.2.**

23 An employee may, without penalty, refuse to cross a picket line if rare or unusual or physical hazard is  
24 involved in proceeding to the work location.  
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**SIGNATURE PAGE**

**PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948**

**KENT ASSOCIATION OF EDUCATIONAL  
OFFICE PROFESSIONALS (KAEOP) #708**

**KENT SCHOOL DISTRICT #415**

**BY: \_\_\_\_\_  
Cathy Blackston, Chapter President**

**BY: \_\_\_\_\_  
JoEllen Verdo  
Assistant Director, Labor**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

Schedule A  
 Kent KAEOP  
 September 1, 2018 – August 31, 2019

	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
<b>Level 1</b>				
Basic Office Support	\$15.23	\$19.15	\$19.71	\$19.91
Teacher Support				
<b>Level 2</b>				
Counseling, Library (secondary)	\$19.06	\$20.76	\$21.37	\$21.59
Health Technician, Elementary Data Processor				
Central Administration - General Office Support				
Attendance, BECCA				
<b>Level 3</b>				
High School Registrar	\$20.74	\$22.19	\$22.85	\$23.07
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration Departments				
<b>Level 4</b>				
Central Administration Dept. Secretary	\$22.41	\$23.88	\$24.59	\$24.84
<b>Level 5</b>				
Office Manager	\$23.30	\$25.07	\$25.83	\$26.07

**Schedule A - Notes**

**Note A-1:** An employee will be credited for every contract year worked (September 1 through August 31 of each year). If the employee's most recent date of hire is between September 1<sup>st</sup> and January 31<sup>st</sup>, the employee will be considered to have worked a full contract year for longevity purposes.

**Note A-2:** The training rate shall be the employee's regular hourly rate and is for continuing employee development and training programs or required training.

1 **Note A-3:** The District and Association believe that continued salary schedule changes will be necessary  
2 in the years ahead. These changes shall be subject to negotiations and funding availability. To provide  
3 structure to future negotiations, the District and KAEOP have jointly developed the following long-term  
4 goals:

- 5 ♦ Prioritize incremental improvement to salary steps which are more than three percent (3%)  
6 below the applicable mid-point based on the May 2015 parity study.
- 7 ♦ Continue to raise secretarial wages relative to compensation of certain other occupations.
- 8 ♦ Continue to work on establishing reasonable differentials between steps and levels.

9  
10 **Note A-4:** The District and Association agree to jointly participate in a parity study prior to the close of  
11 this contract. A salary review committee of no more than six (6) shall be comprised equally of  
12 designated representatives from administration and the association. This advisory committee shall  
13 examine wages using the original eight parity-study districts.

14  
15 **Note A-5: Promotion Step Increment Placement:** Placement on a step increment due to a level change  
16 shall be such that as employees move from one pay group level to another, the pay increase shall not be  
17 less than four (4) percent. Therefore, placement will be at Step 1 of the new level unless it does not meet  
18 the four (4) percent step increment minimum at which point placement will be moved to the step which  
19 meets this criteria. For employees moved to a different step (Step 1, 2 or 3) in a higher level than their  
20 current step at a lower level, due to promotion, the employee will not remain in that step for longer  
21 than three (3) years, unless at the top step for that level. Example: for an employee promoted from  
22 Level 2, Step 4 to Level 3, Step 3, three years of service will need to be completed in the new position  
23 before the employee will be moved to the next step of Level 3. The employee will not be required to  
24 serve nine (9) years in the position before moving to Step 4 (years 10-14) of Level 3.

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26 **Note A-6: Reclassification Step Increment Placement.** Salary step placement upon reclassification  
27 will be determined in accordance with Section 16.8.  
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Schedule B  
 Kent KAEOP  
 September 1, 2018 – August 31, 2019

LONGEVITY PAY SCHEDULE FOR EMPLOYEES WITH 15 TO 19 YEARS OF TOTAL KAEOP  
 BARGAINING UNIT LONGEVITY

	Yrs 1-3	Yrs 4-6	Yrs 7-9	Yrs 10-14
<b>Level 1</b>				
Basic Office Support	\$15.50	\$19.49	\$20.05	\$20.26
Teacher Support				
<b>Level 2</b>				
Counseling, Library (secondary)	\$19.39	\$21.12	\$21.74	\$21.97
Health Technician, Elementary Data Processor				
Central Administration - General Office Support				
Attendance, BECCA				
<b>Level 3</b>				
High School Registrar	\$21.10	\$22.58	\$23.25	\$23.47
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration Department				
<b>Level 4</b>				
Central Administration Dept. Secretary	\$22.80	\$24.30	\$25.02	\$25.27
<b>Level 5</b>				
Office Manager	\$23.71	\$25.51	\$26.28	\$26.53

Schedule B – Notes

**Note B - 1:** Longevity Premium, effective September 1, 2015. Beginning with an employee's 15<sup>th</sup> year in the bargaining unit, the employee will be eligible for a longevity premium of 1.75% above the employee's current salary step per hour.

1 **Note B - 2:** An employee will be credited for every contract year worked (September 1 through  
2 August 31 of each year). If the employee’s most recent date of hire is between September 1<sup>st</sup> and  
3 January 31<sup>st</sup>, the employee will be considered to have worked a full contract year for longevity  
4 purposes.

5  
6 **Note B - 3:** Longevity is defined as years of service within the school district if reciprocity for such  
7 definition exists in other bargaining units or by district policy, otherwise longevity will be based on  
8 years of service within the KAEOP bargaining unit.

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Schedule C  
 Kent KAEOP  
 September 1, 2018 – August 31, 2019

**LONGEVITY PAY SCHEDULE FOREMPOYEEES WITH 20 OR MORE YEARS OF TOTAL  
 KAEOP BARGAINING UNIT LONGEVITY**

	<b>Yrs 1-3</b>	<b>Yrs 4-6</b>	<b>Yrs 7-9</b>	<b>Yrs 10-14</b>
<b>Level 1</b>				
Basic Office Support	\$15.81	\$19.88	\$20.45	\$20.67
Teacher Support				
<b>Level 2</b>				
Counseling, Library (secondary)	\$19.78	\$21.54	\$22.17	\$22.41
Health Technician, Elementary Data Processor				
Central Administration - General Office Support				
Attendance, BECCA				
<b>Level 3</b>				
High School Registrar	\$21.52	\$23.03	\$23.72	\$23.94
Secondary ASB Bookkeeper				
Secondary Data Processor				
Central Administration Departments				
<b>Level 4</b>				
Central Administration Dept. Secretary	\$23.26	\$24.79	\$25.52	\$25.78
<b>Level 5</b>				
Office Manager	\$24.18	\$26.02	\$26.81	\$27.06

**Schedule C - Notes**

**Note C-1:** Beginning with an employee’s 20<sup>th</sup> year in the bargaining unit, the employee will be eligible for a longevity premium of 2% above the employee’s current salary step per hour.

**Note C-2:** An employee will be credited for every contract year worked (September 1 through August 31 of each year). If the employee’s most recent date of hire is between September 1<sup>st</sup> and January 31<sup>st</sup>, the employee will be considered to have worked a full contract year for longevity purposes.

**Note C-3:** Longevity is defined as years of service within the school district if reciprocity for such definition exists in other bargaining units or by district policy, otherwise longevity will be based on years of service within the KAEOP bargaining unit.

**SCHEDULE D  
KAEOP 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 10) from the KAEOP pool. I wish to use \_\_\_\_\_ additional hours for the following purpose:

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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**

**LETTER OF AGREEMENT**

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF KENT KAEOP, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF SEIU/LOCAL 1948 AND THE KENT SCHOOL DISTRICT #415. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

1. Effective September 1, 2019, the AAV position at Kent Mountain View Academy will move from the 10-month employee work calendar to the 12-month employee work calendar.
2. Effective September 1, 2019, the four high school athletic AAIIs will move from the 9-month employee work calendar to the 10-month employee work calendar.

This Letter of Agreement shall become effective September 1, 2018, shall remain in effect until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU Local 1948

KENT ASSOCIATION OF EDUCATIONAL  
OFFICE PROFESSIONALS (KAEOP) #708

KENT SCHOOL DISTRICT #415

BY: \_\_\_\_\_  
Cathy Blackston, Chapter President

BY: \_\_\_\_\_  
JoEllen Verdo  
Assistant Director, Labor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## LETTER OF AGREEMENT

1  
2  
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE  
4 FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF KENT  
5 KAEOP, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF SEIU/LOCAL 1948 AND THE  
6 KENT SCHOOL DISTRICT #415. THIS AGREEMENT IS ENTERED INTO PURSUANT TO  
7 ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING  
8 AGREEMENT.  
9

10  
11 The purpose of the **Primary Digital Materials Coordinator and the Backup Digital Materials**  
12 **Coordinator** is to provide oversight necessary to support inclusive school-based communication for all  
13 community focused content. This includes ensuring that documents, materials, service procurement, or  
14 distributed communications consumed by students, staff or community adhere to the District's policy  
15 and procedure, and standards of the World Wide Web Consortium's Web Content Accessibility  
16 Guidelines (WCAG).  
17

18 • Duties may include:

- 19
- 20 1. Serving as the primary or backup point of contact, for school or department's newsletters and
- 21 documents, not to include materials sent by individual staff through Skyward and social media
- 22 2. Working to assure that school-based communications, such as school newsletters, fliers and
- 23 principal letters, etc., comply with accessibility standards
- 24 3. Providing adequate guidance and support to other school or department staff in their production
- 25 or procurement of school-based communications
- 26 4. Working collaboratively with, but not take the place of, the school or department's
- 27 designated webmaster when documents are uploaded to the website
- 28 5. Providing minimal one-on-one and team level support and guidance for correcting accessibility
- 29 issues when necessary
- 30 6. Attending required professional development opportunities and optional workshops regarding
- 31 compliance
- 32 7. Collaborating with various district and/or school personnel to produce timely and accessible
- 33 information as effective communication with students, families, and community.
- 34 8. Sharing feedback and comments from schools, departments, community and technical staff with
- 35 IT to implement improvements to the school or department content
- 36 9. Performing adequate testing of content using appropriate tools prior to publication to
- 37 ensure accessibility
- 38 10. Reviews feedback and comments from schools, departments, communities and technical staff to
- 39 support development and implementation, in conjunction with the IT Web Administrator,
- 40 improvements to their school or department content
- 41

42 • Duties will not include:

- 43 1. Monitoring correspondence such as email produced by a teacher to an individual student, parent
- 44 or community member
- 45 2. Conducting formal training sessions for their building staff
- 46 3. Performing website management
- 47

- 1 • KAEOP members perform the Primary Digital Materials Coordinator and Backup Digital Materials  
2 Coordinator roles. The assignments will be voluntary and will be for one (1) year only. Before the  
3 next school year begins, the district and KAEOP may meet to review the work and make  
4 adjustments as needed. Either party may request a meeting to discuss a review.  
5
- 6 • The role of Primary Digital Materials Coordinator will require approximately two (2) hours per  
7 week on average. The Backup Digital Materials Coordinator role is not expected  
8 to work unless the primary individual is unavailable.  
9
- 10 • The Primary Digital Materials Coordinator receives a temporary upgrade of forty-five (45) cents per  
11 hour for all hours worked on his or her base assignment, excluding extra time and overtime. This  
12 temporary upgrade will be paid beginning in the October pay warrant retroactive to September 1.  
13
- 14 • The Backup Digital Materials Coordinator receives his or her current hourly rate of pay for up to  
15 three (3) additional hours per week, paid through timesheet submitted to the District's Web  
16 Administrator if the school's Primary Digital Materials Coordinator is unavailable.  
17
- 18 • In addition to these duties and work as described, all coordinators (primary and backups) will attend  
19 four (4) hours of mandatory training at the District office each year. Training hours for the Primary  
20 Digital Materials Coordinator and Backup Digital Materials Coordinator will be compensated at  
21 their normal rate of pay, unless the employee is entitled to overtime pay.  
22
- 23 • Training will be made available to any employee who volunteers to do the work if either the PDMC  
24 or the BDMC should no longer be doing the work. Appropriate compensation will be given to the  
25 new coordinator.  
26

27 All other provisions of the collective bargaining agreement shall remain in full force and effect.

28  
29 REVIEWED AND AGREED BY THE PARTIES BELOW:

30  
31 PUBLIC SCHOOL EMPLOYEES  
32 OF WASHINGTON/SEIU LOCAL 1948

33  
34 KENT ASSOCIATION OF EDUCATIONAL  
35 OFFICE PROFESSIONALS (KAEOP) #708

KENT SCHOOL DISTRICT #415

36  
37  
38  
39 BY: \_\_\_\_\_  
40 Cathy Blackston, Chapter President

BY: \_\_\_\_\_  
JoEllen Verdo  
Assistant Director, Labor

41  
42  
43  
44 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## LETTER OF AGREEMENT

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4 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE  
5 FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF KENT  
6 KAEOP, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF SEIU/LOCAL 1948 AND THE  
7 KENT SCHOOL DISTRICT #415. THIS AGREEMENT IS ENTERED INTO PURSUANT TO  
8 ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING  
9 AGREEMENT.

10  
11 Pursuant to the Demand to Bargain over the impact of the elimination of the Professional/Technical  
12 position in the Kent School District central office administration building administering the district's  
13 BECCA program and such program responsibilities being decentralized to the AAI Attendance  
14 positions in the KAEOP bargaining unit, the parties agree to following:

15  
16 The AAI Attendance/BECCA responsibilities shall include the following:

- 17 • Monitor student daily attendance for excessive absences per the law
- 18 • Alert school administrator(s) and/or counselor(s) of student attendance problems; provide  
19 attendance reports as needed
- 20 • Inform parent(s) regarding excessive absences and record notification
- 21 • Enter relevant student attendance information in the notes section in the attendance module of  
22 the student information system
- 23 • Monitor and track ongoing student absence information, making sure of the accuracy
- 24 • Assist in scheduling attendance meetings with administrator
- 25 • Provide reminder communications to parents regarding meetings, attendance workshops and  
26 community truancy board
- 27 • Inform the responsible person at your school of the need to schedule an interpreter for a school  
28 attendance meeting
- 29 • Complete the draft copy of the truancy petition to be signed by an administrator
- 30 • E-file (upload) the final copy of the signed truancy petition
- 31 • Prepare and attach attendance records to the petition as needed
- 32 • Email approved copies of the truancy petition to the truancy court and to the prosecutor's office
- 33 • Enter appropriate QS codes in the student information system
- 34 • Email SFSS to notify them that a petition has been filed

35 The AAI Attendance/BECCA responsibilities shall not include the following:

- 36 • Attend parent/student conferences, attendance workshops, truancy workshops, community  
37 truancy board, status conference, preliminary hearings, or other court hearings or meetings
- 38 • Attend any meeting or workshop outside of the regularly scheduled work day
- 39 • Sign the final truancy petition to the court
- 40 • Sign any contracts or legal documents
- 41 • Make referrals to parents for Community Truancy Board, or any other interventions or services
- 42 • Submit any court documents that have not been reviewed and signed by an administrator
- 43 • Set up interpreters for a court appearance

1 Any disputes over the scope of the AAI Attendance or BECCA assignments shall first be attempted to  
2 be resolved informally with the building administrator and absent a resolution, may be submitted to the  
3 dispute resolution procedures under the Collective Bargaining Agreement.

4  
5 The District will provide training and/or make training available commensurate with the scope of  
6 BECCA duties of the AAI Attendance KAEOP bargaining unit employees. Annually, the employer  
7 shall provide refresher training and additional training as may be determined necessary to ensure  
8 proficiency in the administration of all attendance and BECCA tasks. As part of assessing the training  
9 needs, the employer shall conduct a survey and review the survey results with the KAEOP Chapter  
10 President.

11  
12 For each building location where AAI Attendance/BECCA tasks are performed, the District shall make  
13 available, over and above the staffing model hours, and any other hours identified in the Collective  
14 Bargaining Agreement, additional "BECCA" administration hours as may be needed up to 100 hours  
15 total for the 2018/19 school year. Hours must be requested and approved prior to working the  
16 additional hours. These hours will be allocated to the AAI Attendance and/or BECCA assistant(s) in  
17 coordination with the Office Manager and the building administrator who will forward the  
18 recommendation to the Executive Director of Student and Family Support Services or Designee. If  
19 there is a dispute over the need for additional hours or the number of additional hours, such dispute  
20 shall first be attempted to be resolved at the building level and if not resolved will be discussed during  
21 regular Labor Management meetings. If there is a need for hours beyond the 100 designated for the  
22 2018-19 school year, this will be discussed during regular Labor Management meetings.

23  
24 The parties agree to revisit this Letter of Agreement at the end of one year from the date of signature.

25  
26 REVIEWED AND AGREED BY THE PARTIES BELOW:

27  
28 PUBLIC SCHOOL EMPLOYEES  
29 OF WASHINGTON/SEIU LOCAL 1948

30  
31 KENT ASSOCIATION OF EDUCATIONAL  
32 OFFICE PROFESSIONALS (KAEOP) #708

KENT SCHOOL DISTRICT #415

33  
34  
35  
36 BY: \_\_\_\_\_  
37 Cathy Blackston, Chapter President

BY: \_\_\_\_\_  
JoEllen Verdo  
Assistant Director, Labor

38  
39  
40  
41 DATE: \_\_\_\_\_

DATE: \_\_\_\_\_