

AGREEMENT

KENT SCHOOL DISTRICT NO. 415

AND

KENT ASSOCIATION OF PARAEDUCATORS
WEA/NEA

September 1, 2023 - August 31, 2025

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PREAMBLE

In alignment with RCW 41.56, the Public Employees Collective Bargaining Act, and to establish rights with respect to wages, hours, terms and conditions of employment, this Agreement is made and entered into by and between the Kent School District No. 415 (hereinafter referred to as the “District”) and Kent Association of Paraeducators #708 (KAP) WEA/NEA, an affiliate of Public School Employees of Washington (hereinafter referred to as the “Association”).

The parties have entered into this Agreement with mutual respect, and endeavor to sustain productive and safe teaching and learning environments for employees and students, work to ensure racial and social equity in our education support systems and to promote effective communication and shared understanding between KAP and the District.

Declaration of Principles

1. We, the Kent Association of Paraeducators (KAP) and the Kent School District (KSD) understand that the efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties.
2. We believe that there is a correlation between the education of our students and the empowerment of the employees entrusted with the responsibility for their learning. Therefore, this agreement commits both parties to building a collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.
3. We commit to assuming positive intent and maintaining open lines of communication to support problem solving and transparency.
4. We believe that subject to law and the paramount consideration of service to the public, employee-management relations will be improved by taking the good works and collective wisdom of all those who independently care and act for education into consideration when making decisions that impact employees and/or students.
5. We intend to promote and improve the efficient administration of the District and the well-being of its employees, to establish a basic understanding relative to personnel policies, practices, and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.
6. We honor the crucial roles and contributions that each Paraeducator brings to the District which ensure that each of our students will receive the highest level of support and education they deserve.
7. We value life-long learning and recognize the importance of ensuring all paraeducators have access to both job-specific and broader professional development opportunities that apply to their job responsibilities, professional learning goals, and/or essential functions of KAP positions.

8. We commit to the continuing effort of dismantling institutional racism and addressing explicit and implicit biases in a collaborative and intentional manner.
9. We value the unique and diverse perspectives, experiences, and cultural identities of our employees, students, and community.
10. We commit to building and supporting the active recruitment and retention of a diverse workforce.
11. We are committed to fostering an environment where:
 - a) All employees have worth.
 - b) All employees are valued.
 - c) It's safe to be yourself.
 - d) Employees and students flourish because there is open dialogue.
 - e) Everyone takes ownership of the commitments made herein.
 - f) Every employee and student thrives because there is an awareness of the need and willingness to grow and change.
 - g) There is respect for everyone's ideas/concepts.
 - h) Regular reflection and questioning of current understandings and long-held beliefs are the norm.
 - i) Professionalism is expected.

ARTICLE I - RECOGNITION, PURPOSE AND ADMINISTRATION OF AGREEMENT

Section 1.1 AGREEMENT

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

Section 1.2 DURATION AND MODIFICATION OF AGREEMENT

- 1.2.1 The term of this Agreement shall be September 1, 2023, to August 31, 2025.
- 1.2.2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
- 1.2.3 The District and the Association acknowledge that their agreements are set forth herein, and the District may establish policies and regulations from time to time that are not in conflict with these agreements.
- 1.2.4 The District shall print and distribute, without charge, a summary of the changes to the ratified collective bargaining agreement and addendums to all employees covered by this Agreement. The District shall make a good faith effort to ensure distribution, including posting on the District website, within sixty (60) calendar days after ratification. The District shall provide, without charge, a number of copies of the ratified collective bargaining agreement equal to 25% of the membership to the Association for their distribution. A copy of the Agreement shall also be sent to the building principal. A copy of the Agreement will be given to newly hired employees at the time of orientation.

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

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

Job descriptions for all positions subject to this Agreement shall be provided to individual employees and/or the Association president upon request. Changes of such descriptions shall be forwarded to the

Association and the affected employee(s). At the request of either the Association or the District, a job description(s) shall be reviewed by representatives of both parties.

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

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

Paraeducators may be assigned to:

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

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

Section 1.3 RECOGNITION AND COVERAGE OF AGREEMENT

- 1.3.1 The Association shall represent all employees within the bargaining unit without regard to membership in said Association; provided, that an employee at any time may present their grievance to the District and have such grievance adjusted without the intervention of the Association representative, if the adjustment is not inconsistent with the terms of this Agreement, and if the Association representative has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 1.3.2 The District recognizes the Association as the exclusive bargaining representative of all regularly employed full-time and part-time Paraeducators and excluding confidential employees, supervisors, and all other employees. To become eligible for bargaining unit representation, daily substitutes, long-term substitutes, temporary, and

long-term temporary employees shall have been employed by the district for more than thirty (30) days of work within the current school year or the immediately preceding school year and continue to be available for employment.

1.3.3 Full-time and part-time Paraeducators, as identified in Section 1.3.2, above, shall be defined as follows:

1.3.3.1 Full-time employees shall be defined as "regular" employees employed in a nine (9) month position from 0.5 to 8.0 hours per day.

1.3.3.2 Part-time employees shall be defined in four categories:

(a) "Daily substitute" who shall include those employed to perform services in the place of absent employees on a daily basis, as a substitute, and who are assigned by the substitute desk.

(b) "Long-term substitute" who shall include those employed to perform services in place of absent employees and in excess of fifty-nine (59) consecutive work days as a substitute, when the assignment is known in advance and who are assigned by the substitute desk.

(c) "Temporary" who shall include those employed other than as substitutes to perform services on a temporary basis not to exceed fifty-nine (59) consecutive work days when the assignment is known in advance. Temporary employee assignments may include, but are not limited to, overload positions, special projects, assignment to an unfilled position while the selection process is under way, assignment to a temporary position in the event of temporary promotion of the regular employee or when a vacant or newly created position is declared temporary due to budgetary considerations.

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

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

1.3.4 Employees in positions included in this bargaining unit who also hold a position(s) in another District bargaining unit or group ("split employees") shall be subject to the terms of this Agreement while serving in the position included in this bargaining unit.

1.3.5 Exemptions

1.3.5.1 All sections of this contract shall apply to daily substitutes and temporary employees except for the following and except as may be required by law:

Article II - Section 2.2 - Permanent Personnel File

Article II - Section 2.3 - Grievance Procedures

Article III - Conditions of Work, Section 3.1.3 through 3.1.6, 3.2 through 3.6, and Section 3.8

Article IV - Leaves of Absence

Article V - Section 5.1.4 - Skill Development Fund

Article V - Section 5.2.1 Minimum Requirements

Article V - Section 5.3 - Employee Benefits

Article V - Section 5.5 - Tax Sheltered Annuities

1.3.5.2 All sections of this agreement shall apply to long-term substitutes and long-term temporaries who work from 60-89 days except as follows and except as may be required by law:

Article II, Section 2.3 - Grievance Procedure

Article III - Conditions of Work, Sections 3.1.3 through 3.1.6, 3.2, 3.3, 3.4.3, 3.4.4, 3.4.5, 3.4.6, 3.4.7, 3.5, and 3.8

Article IV, Section 4.2 and 4.3 - Leaves of Absence

Article V, Section 5.5 - Tax Sheltered Annuities

1.3.5.3 All sections of this agreement shall apply to long-term substitutes and long-term temporaries who work 90 or more days except as follows and except as may be required by law:

Article II, Section 2.3 - Grievance Procedure as it relates to terminations

Article III, Section 3.1.3 through 3.1.6, 3.2, 3.4.4 through 3.4.7, 3.5 and 3.8 - Conditions of Work

Article IV, Section 4.2 and 4.3 - Leaves of Absence

Article V, Section 5.5 - Tax Sheltered Annuities

1.3.6 The District will provide the Association with a list of all employees covered under this Agreement including:

- Employee's full name and date of hire;
- Their job title, Primary work site(s), Department, length of work year, and average daily hours;
- Rate of pay;
- Most up-to-date contact information available:
 - Home phone number, cell phone number,

- and work number,
- Personal and work email,
- Home address or personal mailing address

by October 15 and again by March 15 each year. Within five (5) working days of School Board action, the District will provide the Association, by electronic notification, a list of employees covered by this Agreement, who have been newly hired, separated, or granted full-year leave. The Association may request updated member data from Human Resources as needed.

Section 1.4 APPROPRIATE MATTERS FOR NEGOTIATION

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

Section 1.5 APPLICATION OF AGREEMENT

- 1.5.1 The provisions of this Agreement are deemed to be separable to the extent that if and when a federal government agency or court of last resort adjudges any provision of this Agreement in its application between the District and the Association to be in conflict with any existing law, such decision shall not effect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided further, that in the event any provision or provisions are declared to be in conflict with the law, both parties shall meet within thirty (30) days for the purpose of re-negotiations and agreement on the provision or provisions so invalidated.
- 1.5.2 No provision of this Agreement shall operate in conflict with State or Federal laws.
- 1.5.3 Status of Agreement. This Agreement will supersede any policies, procedures or individual contracts of the District which are contrary to or inconsistent with its terms.

ARTICLE II - RIGHTS AND RESPONSIBILITIES

Section 2.1 NONDISCRIMINATION AND CITIZENSHIP RIGHTS

- 2.1.1 There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, sex, religion, national origin, age, sexual orientation, or the presence of any sensory, mental or physical disability. Furthermore, it is the intent of the parties in this agreement that it shall be administered and applied in a nondiscriminatory fashion.
- 2.1.2 Consistent with the Statutes for the State of Washington and Constitution of the United States, employees have full rights of citizenship. The exercise of these rights shall not be grounds for disciplining or discriminating against the employee.
- 2.1.3 The District shall not interfere with the right of employees to become members of the Association or with the exercise of their legal rights under RCW 41.56, and shall not discriminate against, interfere with, or coerce any employee because of membership or non-membership in the Association.
- 2.1.4 The District will maintain policies and procedures related to prohibiting sexual harassment and other forms of harassment as required by law. Such policies and procedures shall be available at each work site. Upon request, the Association shall be provided with a copy of such policies and procedures.

Section 2.2 PERMANENT PERSONNEL FILE

- 2.2.1 Materials placed in the employee's permanent personnel file after employment shall be available for review by the employee. Upon request, a copy at District expense of any documents contained therein shall be afforded to the employee. The annual Performance Evaluation report for employees shall become part of the employee's permanent personnel file. The performance evaluation shall be signed by the employee at the time of the evaluation and signed by the principal or responsible administrator of the program prior to submission to Human Resources.
- 2.2.2 No material shall be placed in the personnel file without notification to the employee. Notification shall be within fifteen (15) days of receipt of the materials. An employee may respond in writing to anything in the personnel file with which the employee may disagree. These responses also become a part of the personnel file.

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

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

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

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

Such requests shall be made in writing.

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

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

Section 2.3 GRIEVANCE PROCEDURES

2.3.1 Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. Timelines will be measured in student contact days defined as days when school is in session and students are present for any part of the day. Under unusual circumstances, time limits may be extended by mutual agreement. The following procedures shall be utilized by a grievant(s) to resolve an alleged grievance, as defined below in Section 2.3.3.

2.3.2 The Association shall be notified by the District of any formal grievance of any employee in the bargaining unit. The Association shall also be given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance in accordance with RCW 41.56.080.

2.3.3 A grievance shall be defined as a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

2.3.3.1 (Step One-Informal) Employees shall first discuss the grievance with the immediate supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty-five (25) student contact days of the occurrence of the grievance or twenty-five (25) student contact days from the time the grievant should have become aware of the events giving rise to the grievance, or twenty-five (25) student contact days from the time the Association should have become aware of the events giving rise to the Association grievance, whichever is later shall be invalid and subject to no further processing. Within ten (10) days of the receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate their decision regarding the grievance within ten (10) days of such meeting, and shall furnish a copy to the grievant, and, upon request, to the Association.

If the grievance arises from an action by a District supervisor/administrator other than the immediate supervisor, the grievant or Association may present such grievance at Step Two.

2.3.3.2 (Step Two-Formal) If the grievance is not resolved to the employee's satisfaction in accordance with Step One, the employee may submit a formal grievance (**Exhibit A** attached hereto) to the Superintendent, with a copy to Human Resources, within ten (10) student contact days of the Step One, informal meeting. The Superintendent or designee shall meet with the grievant within ten (10) student contact days from submission of the grievance form. The Superintendent or designee shall make a written response to the grievant within ten (10) student contact days of the Step Two, formal meeting.

2.3.3.3 (Step Three-Arbitration)
A. If no satisfactory settlement is reached at Step Two, the Association, within fifteen (15) student contact days of the receipt of the decision, may appeal the final decision of the District to the American Arbitration Association for arbitration

under the Voluntary Rules. It shall be the function of the arbitrator and they shall be empowered, except as their powers are limited herein to make decisions in cases of alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.

B. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

C. Jurisdiction of Arbitrator

1. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms and provisions of this Agreement.
2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.

2.3.3.4 (Step Three- Alternate Dispute Resolution)

In the event the two parties cannot arrive at a satisfactory resolution to the grievance at Step 2, the parties may mutually agree to submit the grievance to mediation. Either party may notify the other, in writing, of its desire for mediation within ten (10) student contact days following the receipt of the Step 2 decision. The respondent shall respond whether or not they agree to mediation within ten (10) working days of receipt of the written notification. If both parties agree to mediation, the parties will jointly submit a request for mediation within ten (10) working days. Both parties must agree as to where to submit the mediation request, which may include the Pierce County Dispute Resolution Center or Public Employment Relations Commission (PERC). The fees and costs of the mediation, if any, will be borne equally by both parties.

Timelines contained in this Section for the submission of the grievance to arbitration shall be held in abeyance until termination of the mediation process. If no joint resolution is reached in mediation, the Association may proceed with the request for binding arbitration.

2.3.4 Additional Provisions

- 2.3.4.1 Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within a specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.
- 2.3.4.2 Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.
- 2.3.4.3 In order to expedite grievance adjudication, the parties agree that any Association grievances will be lodged at Step Two of this procedure.
- 2.3.4.4 A grievant can be represented at all stages of the grievance procedure by themselves, or at their option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2.3.4.5 The District shall not discriminate against any individual employee for taking action under this Article.
- 2.3.4.6 The arbitrator shall specify in the award that the Association or the District, whichever is ruled against, shall pay the fees of the arbitrator, including necessary expenses. All other expenses shall be borne by the party incurring them.
- 2.3.4.7 The processing of any grievance shall not be construed by the Association as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance or arbitration machinery under the terms of this Agreement. Any question of arbitrability shall be decided by the arbitrator.
- 2.3.4.8 All documents, communications, and records dealing with the processing of a grievance, except the final disposition, shall be removed from the individual's personnel file upon resolution of the grievance.
- 2.3.4.9 During the course of any investigation by the Association, the District shall cooperate with the Association and furnish to it relevant and necessary information for the processing of the grievance, subject to legal limitations.

2.3.4.10 The timelines may be extended by mutual agreement of the parties.

Section 2.4 MANAGEMENT RIGHTS

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

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

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

2.4.2 Management prerogatives shall not be deemed to exclude other management rights not herein specifically enumerated.

Section 2.5 NO STRIKE AGREEMENT

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

Section 2.6 ASSOCIATION RIGHTS

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

2.6.1.1 Uses of Intra-District Mail and Email Systems.

The Association may use the district's internal mail distribution system and e-mail system for the following purposes:

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

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

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

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

2.6.2 The 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 team. Likewise, the labor-management process will not be a substitute for the contractual grievance process.

2.6.2.1 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.

2.6.2.2 The District will inform KAP leadership of all changes impacting KAP membership, including, but not limited to, any addition or reduction of hours and other staffing changes as soon as practical and prior to notification of KAP employees.

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

2.6.4 Association President's Leave. In the interest in maintaining a professional and successful labor-management relationship, the District will provide FTE release for the current KAP President

The amount of FTE release for the KAP president in the next school year will be communicated to the District prior to the end of the current school year and no later than the end of June.

During the release, the District shall pay the salary, including payroll taxes, benefits, and health insurance, of the President as if the President was not on leave, provided that the Association shall reimburse the District for the salary, payroll taxes, and benefits, other than health insurance of the President (if 0.5 FTE release or less), for the President's release time.

In addition, any credit for State retirement shall be granted on the basis of the rules and regulations as governed by that system.

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

- 2.6.6 Association agents shall be permitted access to school property to conduct Association business at reasonable times. Such access shall not interfere with employees' normal work hours or the District's operations. Whenever an employee representative of the Association or bargaining unit employee is mutually requested by the parties to participate in grievance proceedings or other meetings, the employee(s) shall suffer no loss in pay.
- 2.6.7 Upon request, the District agrees to furnish the Association all public information and information necessary for the Association to process a grievance. The District shall send to the Association president the bi-weekly Board agendas. The Association shall promptly be notified by the District of any disciplinary actions of any employee or any grievances filed by employees. The Association president will be notified of all new bargaining unit hires or terminations/resignations.
- 2.6.8 If a District committee is formed for the purpose of developing a school calendar, the Association will have the right to appoint a representative to the committee.

Section 2.7 ASSOCIATION DUES AND REPRESENTATION FEES

- 2.7.1 Upon written authorization, the District shall deduct from the employee's wage each pay period, the dues required for membership therein and transmit such dues to the Association. Such dues include both local and affiliation dues. No deduction shall be made which is prohibited by applicable law. Dues deductions will continue until the district receives written notice of the revocation of membership from the Association or upon the employee's separation from employment with the district.

It shall be assumed that employees who have a break in service and still retain employment status (e.g., leave of absence, furlough, etc.) with the employer of up to a year retain their membership, and dues deduction shall resume upon return, unless the employee has withdrawn their membership using the WEA process.

- 2.7.2 New employees may elect to become members of the Association. Employees who are laid off and rehired by the District shall be considered new employees as it relates to this Section.
- 2.7.3 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 390-17-100, and be revocable by the employee at any time. The Association shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

- 2.7.4 Prior to September 10 of each year, the Association shall inform the District's Assistant Superintendent for Business of the amount of dues to be deducted each month for each employee.
- 2.7.5 The Association agrees to reimburse any employee from whom dues were deducted in excess of the amount due to the Association, at that time, provided the Association or its affiliate actually received the excessive amount.
- 2.7.6 The District shall provide notice to new bargaining unit employees of the requirements of Section 2.7. Inquiries made about the application of Section 2.7 shall be referred to the Association.
- 2.7.7 The Association shall indemnify the District against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Section.

Section 2.8 EMPLOYEE PROTECTION

- 2.8.1 All Paraeducators will have access to District adopted, evidence-based, appropriate student de-escalation and restraint training at no cost to the employee.
 - 2.8.1.1 All KAP Staff who work with students who have learning or behavior plans and are identified as needing physical safety strategies, e.g. restraint, are required to take de-escalation or other appropriate training as described in the plan. Participation is voluntary for all other KAP staff.
 - 2.8.1.2 KAP Staff who are fully certified and maintain their certification in District adopted student de-escalation and restraint training will receive a stipend of \$200 for initial certification and recertification upon completion of in-district course or submission of request and proof of certification if achieved in out of district courses.
- 2.8.2 The District will make reasonable efforts to establish and maintain a safe and secure school and work atmosphere for all employees and students. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being without appropriate support and emergency procedures in place to create as safe an environment as possible.

In the maintenance of a sound-learning environment, the District shall expect acceptable behavior on the part of all students who attend

schools in the District. Discipline shall be enforced fairly and consistently in accordance with Board Policy. The District shall support employees in their efforts to maintain discipline in the District. Paraeducators may participate in the development and review of the school discipline plan. The district shall ensure that each paraeducator receives appropriate assistance and support from his or her district supervisor and/or building administrator in connection with discipline problems.

- 2.8.3 To the extent permitted by law and to the extent known by a building administrator, employees shall be provided with relevant information about students with whom they have or will have direct contact who exhibit known behaviors and/or discipline needs, or have 504 plans, IEPs, and/or behavior plans. The building administrator(s) will ensure this information will be communicated as soon as feasible after the beginning of the school year, the beginning of an assignment (whether temporary or regular), and whenever there are relevant changes in plans. KAP staff will have access to the plans of students they support on an ongoing basis.
- 2.8.4 Liability Insurance. The district will maintain sufficient liability insurance for protection against claims for the negligent or wrongful acts of its employees or agents. The amount and terms of such insurance protection will be reviewed annually as part of the district's risk management programs.
- The board will hold individual board members, administrators, employees or agents of the district harmless and defend them from any financial loss, including reasonable attorneys' fees, arising out of an act or failure to act, provided that at the time of the act or omission complained of, the individual so indemnified was acting within the scope of their responsibilities or employment and in compliance with the policies and procedure of the district.
- 2.8.5 The District will reimburse employees who suffer damage to their property (including glasses and clothing) as a result of being assaulted by a student. Reimbursements will be made after an employee informs Risk Management of the incident, the loss, and provides any appropriate documentation.
- 2.8.6 Employees will not be required to search a student, a student's possessions, or a student's locker, but may be requested to witness such a search.
- 2.8.7 To the extent allowed by law, employees shall be informed about students who have a life-threatening medical need or condition when

such students are assigned to the employee for supervision or instruction.

- 2.8.8 The school-wide behavior/discipline plan must be reviewed at least once a year with all staff prior to the beginning of the school year. Employees are expected to report all safety concerns to their supervisors and to their worksite safety committees, if applicable. Upon request, the District shall provide information regarding the resolution of the safety concern. Potentially unstable situations will be communicated with employees in advance, when possible. In the event of an assault upon an employee, such action shall be immediately reported to the appropriate supervisor. The District shall make all practicable efforts for assistance to be rendered to the employee and shall document the action.
- a. The District will conduct a threat assessment process, when appropriate, and according to District Policy 3225.
 - b. Safety Committees. At least one KAP employee will have the ability to participate as a Safety Committee team member at their building. Any safety committee meetings or safety committee work held outside of the employee's normal workday will be paid at the employee's regular rate.
- 2.8.9 Safety Communications. The school building will provide all staff with a list of contact information for the following, according to the building safety protocols:
1. Name and contact information for immediate safety support
 2. Name and contact information for all Safety Committee members
 3. Instructions on how to access the Internal Directory listing all District support staff by title.
- 2.8.10 Safety Information. KAP Employees will be notified of all emergency drill/active procedures and will be invited to attend staff meetings that include training or collaboration regarding safety issues at the building, when appropriate and necessary for paraeducators in the building to know. Attendance for these meetings will be paid at the paraeducator's appropriate rate of pay.
- 2.8.11 KAP Employee Individual Safety Meetings and Plans. Employees will be trained on how to respond to safety issues that may arise in the workplace. If an individual is being verbally aggressive or physically

abusive to an employee, the employee should immediately call for and receive timely assistance. At the employee's request, the employee's supervisor will develop an individual plan with the affected employee to address how to respond to potential future incidents. At the least, whenever a KAP Employee is subject to a threat or incident relating to safety, the building administrator(s) will meet with the employee to ascertain the well-being of the employee and discuss possible support options for the KAP employee as needed, which may include the enactment of the safety protocol (Exhibit F). Prior to returning to work with a student who has threatened or exhibited violent behavior toward an employee, the administrator will first hold a safety meeting with the affected employee to enact the safety protocol (Exhibit F), and/or to provide the employee with an individual safety plan, if applicable.

- 2.8.12 The Employee(s) may file a complaint with the District under the District's policies and procedures (Board Policy 5010) when the employee becomes aware of an assault or harassment, bullying, intimidation, or threats; and will cooperate fully with the District's investigation of such misconduct.

When the District investigates allegations of harassment, bullying, intimidation, or threats, the District will provide a letter to the employee at the conclusion of the investigation that identifies corroborated allegations, if any, and allegations that were not substantiated, if any. The employee may attach any additional information to such letter and use the letter as they see fit.

ARTICLE III – CONDITIONS OF WORK

Section 3.1 JOB VACANCIES

- 3.1.1 To promote the opportunity for advancement within the District, the District shall publicize job vacancies that become available within the District during the school year by posting a notice at each facility where bargaining unit members are employed. During the summer months the Association president shall be notified of vacancies as issued. Open positions shall not be filled until they have been advertised for seven (7) calendar days. Selection from qualified applicants will be determined after giving due consideration to requests for transfer and the Affirmative Action Program. When filling a new or open position, length of service in a bargaining unit position(s), qualifications (as defined in the job description), student needs, and experience shall be considered by the District in filling such position.

- 3.1.1.1 The Association recognizes the right of the District to fill a position of fewer than sixty (60) work days without advertisement.
 - 3.1.1.2 If the District selects 3.1.1.1 above, the job need not be advertised within the District; however, the president of the Association shall be notified by Human Resources of any action taken.
 - 3.1.1.3 Paraeducator positions for Library and CTE are exempted from the unassigned/unfilled pool of qualified candidates currently exist in the District employment pool. If a position, as described above, becomes available for the following school year, it shall be open to permanent, in-district KAP employees before being advertised.
 - 3.1.1.4. When a long-term temporary employee is hired to replace a paraeducator on leave, the building administrator will have the option to convert the employee to a regular employee in that position should the person on leave not return. The employee's seniority date will be retroactive to the start of their long-term temporary assignment and there will be no probationary period.
 - 3.1.1.5 For reasons of safety and well-being, the District and Association may mutually agree to the voluntary transfer of an employee to an equivalent position, paying the same rate. Any employee who voluntarily transfers to a non-equivalent position under this provision will receive-the rate of pay for the new position. Under no circumstances will an employee who is the victim of assault or harassment in their workplace be required to move from their assignment or workplace.
- 3.1.2 All employees covered by this Agreement shall have the right to apply for any bargaining unit position which is advertised in accordance with Section 3.1.1, above. Employees may do so by completing an internal application through the online application system. The application must be submitted by the closing date in time to warrant consideration. Paraeducators who apply for a position and who meet the minimum qualifications for an advertised position will be interviewed for the position. However, the District may choose to not offer an interview to an employee who has previously interviewed for the same or similar position with the same administrator unless the employee shows evidence of updated or additional training.

3.1.3 When positions are eliminated for program adjustment or budget reasons, displaced employees shall be placed in the unassigned pool at the end of the school year. Except for openings in new schools, which shall be posted in accordance with the provisions of this Agreement, positions which open prior to August 30 of each school year shall be offered to the unassigned pool in seniority order until all displaced employees have been placed in a position or offered at least three positions. Good faith efforts will be made to accommodate employees' experience, skills and number of hours worked in the prior school year. No paraeducator may increase their hours by more than .5 hours per day; however, the employee can choose any hour amount less. For all IVT processes, building administrators will provide support and input for impacted employees regarding transferrable skills. Employees not placed by August 30 will be eligible for layoff and recall under the provisions of Section 3.4.7 at that time. Remaining unfilled positions shall be advertised and filled according to the provisions of this Agreement.

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

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

3.1.5 Addition and Reduction of Hours

3.1.5.1 When additional paraeducator hours are added to a worksite, the hours may be offered to paraeducators currently assigned to the site consistent with the same program groupings as defined in 3.1.6.3.

If additional hours become available at a worksite, at least 4.0 hours of the additional FTE must be posted, if applicable. If the additional hours are not able to be filled, after following the appropriate posting and hiring processes (Article 3), the site

administrator may then allocate the hours according to this provision.

No more than 3.75 hours may be added to an individual paraeducator without first posting the vacancy as per this agreement. Additional hours may not be added if the employee's most recent annual evaluation reflects an overall rating of Improvement Needed or if the employee is on a corrective plan of action. If these additional hours are not filled by paraeducators at the site, the additional hours shall be posted.

In assigning such hours, consideration will be given to building seniority, and-building and program needs, including program support schedules. To provide equitable access to additional base hours, building administrators will clearly communicate the availability of hours to eligible paraeducators in the building in writing within a reasonable timeframe.

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

- 3.1.5.1.1 Addition of hours before the unassigned/unfilled pool date and after the posting cutoff date shall be assigned as follows: If a building has met all of the base hour requirements of the paraeducators in the building who have lost their base hours. The additional hours must go into the unassigned/unfilled pool.
- 3.1.5.1.2 After the unassigned/unfilled pool date, any additional hours coming into a building may be allocated per 3.1.5.1 or be opened and advertised as per this Agreement.
- 3.1.5.2 If bargaining unit hours at a worksite are decreased, consideration will be given to seniority and the program need consistent with 3.1.6.3 where the hours are being reduced. An employee as defined in Article I, 1.3.3.1, who has a reduction in hours during the work year may enter the unassigned/unfilled pool at the end of the school year.
- 3.1.5.3 For Inclusive Education paraeducators, when building hours are reduced resulting in the loss of an entire position, the least senior paraeducator within the program will have the option to choose from existing vacant positions within the same or similar program

as defined in 3.1.6.3. However, no employee may choose a position that would increase their hours by more than .5 per day. If there are no eligible vacant positions, the employee will maintain their hours and current rate of pay and will be given a substitute assignment on each scheduled work day. As paraeducator openings arise outside of their program as defined in 3.1.6.3, the paraeducator will have the opportunity to apply for and be interviewed for each open position. If the paraeducator is not chosen for the open position by the administrator, the paraeducator will continue to fill substitute assignments. At the end of the school year, if the paraeducator has not been chosen for a permanent position, the paraeducator will be placed in the unassigned/unfilled pool.

3.1.6 Involuntary Transfer

- 3.1.6.1 Involuntary reassignments beyond the unassigned/unfilled process of Sections 3.1.3 and 3.1.4 shall not be made if such reassignment would cause the employee to work fewer hours or for lesser hourly pay. An employee will be given written reasons prior to any involuntary transfer.
- 3.1.6.2 Paraeducator positions are affiliated with a program and not affiliated with a particular worksite or certificated employee. In instances where two (2) or more paraeducators are assigned to a program, a portion of which is being moved to another worksite, most senior paraeducator shall have the choice of moving or staying provided such paraeducator meets the qualifications and scheduling requirements. When the entire program is being moved from one worksite to another, the paraeducator(s) assigned to the program will have the option to move to the new worksite. If an employee chooses not to move, they may enter the unassigned/unfilled-pool.
- 3.1.6.3 For purposes of the involuntary transfer process (unassigned/unfilled) for displaced employees as described in Article III, Section 3.1.3, employees at a building who are assigned to Integrated Program (IP), MLE, LAP and Title will be combined into one group. ECE, School Adjustment, Support Center, Adaptive Support Center, LINK, CTE, and Library will be treated as separate groups for purposes of involuntary transfer. The parties agree to discuss the above referenced groups following the development of job descriptions and collection of data.

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

Job specific profiles will be created for all positions eligible to be chosen during the unassigned/unfilled pool. Assignment specific details will be collected by program and building administrators.

Section 3.2 EMPLOYMENT NOTIFICATION

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

Section 3.3 SENIORITY AND LONGEVITY

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

Section 3.4 DISCIPLINARY ACTION AND SEPARATION OF EMPLOYMENT

- 3.4.1 Each employee has the right, during an investigatory interview which the employee reasonably believes may result in discipline, to request the presence of an Association representative. The Association representative shall not obstruct or interfere with the interview but may make inquiries and statements on behalf of the employee.
- 3.4.2 Meetings between the employee and District shall occur at mutually convenient times when the employee, the Association representative and District representative may be available.
- 3.4.3 Disciplinary Action. Disciplinary action for purposes of this article shall mean written warnings, written reprimands, suspension without pay or involuntary termination. No employee shall be subject to such disciplinary action without just cause. The specific grounds forming the basis for suspension or termination shall be made available to the employee in writing. Any complaint or allegation not called to the attention of the employee within ten (10) days of receipt or composition may not be used as the basis for any disciplinary action against the employee.

3.4.4 Discharge, Involuntary Termination of Employment

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

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

- 3.4.4.2 This subsection shall apply to cases not covered by 3.4.4.1, above.
- 3.4.4.2.1 Where charges are of a serious nature, as determined by the District, the District shall have the authority to suspend an employee without pay for a period of up to ten (10) working days pending investigation of the charges. The employee shall be entitled to receive a written statement of reasons for the suspension.

- 3.4.4.2.2 In the event the charges against the employee are sustained, the employee is considered discharged as of the date of suspension without further compensation. The employee shall be entitled to receive a written statement of reasons for the discharge. If written notice for a hearing is received within seven (7) calendar days of the notice of intent to discharge, the employee is entitled to a hearing with the Superintendent or designee.
- 3.4.4.2.3 If the investigation fails to provide grounds for discipline warranting discharge, the employee shall be reinstated to an equivalent position with wage retroactive to the date of suspension.
- 3.4.4.2.4 If the investigation finds the employee at fault, but does not warrant discharge, the District may still take disciplinary action against the employee. In such event, the employee shall be entitled to a written statement of the reasons for the discipline.
- 3.4.5 Resignations. The employee shall give fourteen (14) calendar days' notice in writing of intent to resign. When it is mutually agreed upon by the employee and the District, the fourteen (14) calendar days mandatory notice may be waived.
- 3.4.6 Exit Interview. Upon receipt of a resignation, the Human Resources Department shall, within ten (10) calendar days, arrange an exit interview, and the employee shall be informed of eligible benefits.
- 3.4.7 Layoff and Recall
 - 3.4.7.1 A layoff is defined as the reduction or elimination of a KAP employee by means other than discipline. In the determination of layoffs, employees shall be laid off in reverse order of seniority within the bargaining unit provided that employees must be qualified for a remaining position using qualifications as set forth in the appropriate job description. Employees shall not be "bumped" or reduced in seniority ranking by non-bargaining unit employees.
 - 3.4.7.2 In the event the District anticipates a layoff of employees, the Association and the affected employees will be given thirty (30) calendar days written notice prior to the time the layoff would occur.

- 3.4.7.3 In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lottery to determine position on the seniority list.
- 3.4.7.4 A laid off employee shall upon application, and at their option, be granted priority status on the substitute list according to their seniority.
- 3.4.7.5. Laid off employees may continue their insurance benefits by paying the regular monthly group rate premium for such benefits to the District, subject to carrier approval, for up to eighteen (18) months from the date of layoff.
- 3.4.7.6. Laid off employees shall be placed into a re-employment pool. Reassignment from this pool to existing vacancies within the bargaining unit shall be in reverse order of layoff to any open position for which the employee qualifies. Qualifications shall be as set forth in the job description for the position. Recall rights shall not extend beyond eighteen (18) months from the date of layoff. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the Employee's responsibility to keep the District notified as to their current mailing address.
- 3.4.7.7 If an employee rejects an offer of recall, the position shall be offered to the individual so laid off with the next greatest seniority who is qualified as set forth in paragraph 3.4.7.6 above. The employee who has rejected the reassignment will remain in the pool. An employee may reject one (1) offer of re-employment for any reason. Additionally, an employee may reject subsequent offers of re-employment if the position is for fewer hours per day, fewer days per year, a lesser hourly rate of pay or the job title is different than that of the last position held by the employee.
- 3.4.7.8 All benefits to which an employee was entitled at the time of their layoff, including unused sick leave, will be restored to the employee upon return to active employment from layoff. The employee will be placed on the wage schedule based on the number of units the employee had accumulated prior to recall, if applicable. If the method for placement and/or advancement on the wage schedule is changed while any employee is on layoff, this provision shall be renegotiated.
- 3.4.7.9 In no case shall a new employee be hired while there are laid off employees who are available and qualified for a vacant or new position.

- 3.4.7.10 Employees who are laid off but who complete a professional development program level(s) prior to September 1 of the subsequent school year, shall be compensated at the specified rate.

Section 3.5 PROBATIONARY PERIOD

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

Section 3.6 NEW HIRE ONBOARDING AND NEW POSITION TRAINING

Employees in a new position will receive training and have access to information necessary to perform their job functions, including, but not limited to, the following:

- A list of District contacts and their job titles;
- How to use District systems relevant to the essential functions of the position;
- District procedures related to their job duties and where to find those procedures (e.g. handbooks, online resources, etc.);
- Information about how to access professional development portal and available District trainings to sign up for courses and,
- How to request additional training.

Section 3.7 HOLIDAYS

All Paraeducators shall receive the following paid holidays:

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

Employees in active pay status shall receive pay equal to their normal work shift at their regular rate of pay in effect at the time of the holiday. The holidays listed above will be paid if they fall within the employee's contract work year and as long as the employee has worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday or is on a paid leave of absence for those days. In the event any holiday referenced above falls upon a Saturday or Sunday, the District calendar shall reflect a weekday as the paid holiday. Employees will not be required to work on the holiday referenced above and shall receive twice their base rate for all hours worked on such holidays.

Section 3.8 HOURS OF WORK AND OVERTIME

3.8.1 Work Week. Consistent with federal and state regulations, the District shall establish and maintain a defined work week. Each employee shall be assigned to a definite and regular work schedule which shall not be changed unless the employee has received five (5) days' notice, except in an emergency.

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

3.8.1.2 Extra hours worked beyond the normal assigned schedule shall be paid in accordance with Sections 3.8.2 and 3.8.3, and in accordance with procedures established by Human Resources and Payroll.

3.8.2 Overtime. Overtime shall be administered in accordance with the Fair Labor Standards Act, 1985 Amendments, and state laws and regulations. Members of the Association who are required by their immediate supervisor to work beyond their regularly scheduled hours shall be compensated at their regular hourly rate for hours worked up to a total of forty (40) hours worked in a given work week. Hours worked beyond forty (40) hours in a given work week will be compensated at time and one-half. A member may elect to receive overtime at the appropriate rate, as outlined above, or compensatory time as per Section 3.8.3.

3.8.3 Compensatory time shall be administered in accordance with law.

3.8.4 Worksite/District Closure and Delay.

Individual Site(s) Closure: In the event of an unusual or emergency site closure due to inclement weather or other circumstance, electrical

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

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

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

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

Delay of School Opening: The parties recognize that inclement weather conditions may prevent the timely arrival of employees for safety and/or other related reasons. Therefore, when the opening of school is delayed, employees shall report to work as close as reasonably possible to their regular time. Unless an employee is unreasonably delayed, the employee's compensation will not be adjusted. The employee may utilize emergency leave as described in 4.1.9.

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

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

All employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and

supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at their regular rate of pay or at the overtime rate, if applicable.

- 3.8.7 Travel Time. Employees hired for and assigned to positions split between buildings shall be allowed sufficient paid travel time. This provision does not apply when a current employee voluntarily accepts an additional position at a second location.
- 3.8.8 Work Assignment Form. Each employee shall receive a work assignment form by October 1 each year. The form shall minimally include the employee's hourly rate of pay, the scheduled number of hours per day, the scheduled number of days for the year, the specific job assignment and work location. Employees who begin their employment after the start of the school year shall be provided with a work assignment form within a reasonable time after employment begins.
- 3.8.9 Library Technology Paraeducators (LTP) Workload Committee. To assess the effect of the changing enrollment numbers due to boundary changes and the moving of 6th grade out of elementary school on the workload of LTPs, the parties agree to convene a committee as described in Exhibit G.
- 3.8.10 Workload Relief. If an employee has concerns about their workload and about completing assigned responsibilities within the time allotted, the affected employee may discuss workload relief options with their supervisor, including identifying priorities, workflows, potential sources of assistance, additional paid time, or other solutions mutually agreed upon.

Section 3.9 EVALUATION PROCESS

- 3.9.1 Each employee will be given the name of their evaluator for each school year. For those who are employed on the opening day of school, such notification shall be given within the first twenty-five (25) working days of the school year. For employees who start after the first day of school, such notification shall be given within twenty-five (25) working days of their start date in a regular position. At the time an employee is notified of their evaluator, a copy of the evaluation form and a list of the specific Work Knowledge and Skills criteria for Paraeducators will be provided to the employee.

- 3.9.2 Notification of An Issue Before the Annual Evaluation or Plan of Improvement. At any time there is reason to believe that a paraeducator's work performance is not satisfactory, the administrator will meet with the paraeducator to discuss the concern and give guidance regarding remediation.
- 3.9.2.1 The evaluator will use direct observation, to the extent possible, to ascertain if there is a performance concern. If direct observation is not possible, the evaluator will utilize any available source of information as evidence of improvement needed.
- 3.9.3 Annual evaluations shall be completed by the designated evaluator and reviewed with the employee on or before June 15 of each year. Employees will be notified in advance of the time and location of the evaluation meeting. If an employee's evaluation reflects an Improvement Needed rating in whole or in part, the evaluator shall identify in writing the specific concerns and the facts which support them.
- 3.9.4 The employee shall electronically acknowledge the District's copy of the evaluation to indicate that they have received a copy of the report. The acknowledgment of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation. The employee will have the right to submit a written statement to their administrator to be attached to the electronic evaluation form up to two years from the date of the evaluation. Employees are encouraged to respond to evaluations within thirty (30) calendar days of the date of the evaluation.
- 3.9.5 Plan of Improvement. After 3.9.2 has been implemented, employees whose work performance continues to be less than satisfactory in whole or in part in meeting District expectations or standards will be so advised in writing in the interests of gaining an acceptable adjustment. The notice will include suggestions for improvement and will identify resources that may be available to the employee in remedying such deficiencies. The supervisor shall meet with the employee to review the improvement plan. Two (2) days advance notice will be given to the employee before the plan of improvement meeting including the time and location of the meeting. At the same time the advance notice is given, the principal will advise the paraeducator that the employee may be accompanied by an Association representative. If the employee chooses to have representation, consideration will be given to the representative's calendar for scheduling purposes. The employee will be given a minimum of six weeks to achieve a satisfactory level(s) of performance. At the end of this period, the employee will be given a written determination of the employee's performance.

Section 3.10 STATE AND FEDERAL CREDENTIALING REQUIREMENTS

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

Section 3.11 WORK DAY

- 3.11.1 Work Day. Consistent with the District's Strategic Plan, the Association and the District recognize that paraeducator time is most effectively utilized when opportunities to collaborate with certificated staff are scheduled during the paraeducator's assigned workday. At the start of each paraeducator's assignment, the supervisor will present a work schedule for the regular (and alternative) workday(s). The work schedule will include student support time, adequate transition time between locations, preparation time for review of instructional directives and collaboration with other staff as determined/if determined by the principal, and break and lunch times (if applicable). Supervisors should strive to ensure paraeducators have thirty (30) minutes of preparation and collaboration time per day, preferably in a continuous block. Both the amount of time and the block of time may be limited by articulable programmatic requirements and/or staffing limitations.

3.11.1.1 Elementary Learning Interventions in Small Groups

In order to provide intervention support for students in small groups, not inclusive of specially designed instruction (SDI), Paraeducators will be actively involved in collaboration conversations prior to the implementation of small group interventions with the certificated staff and administrator team. Collaboration for the planning of small group composition and size will involve the consideration of physical space available, student behavior needs, staff safety, student learning needs and unique skills of the impacted paraeducator.

Paraeducators may request additional supports from their teaching partner to implement interventions.

If unforeseen complications arise, such as small groups become too large in size, and/or student supervision needs exceeding the ability of the paraeducator to effectively implement interventions with their students, the paraeducator may schedule a meeting

with their Administrator and/or certificated teaching partner to problem solve.

3.11.1.2 Supervision Support

Paraeducators who regularly support a group of students may be expected to provide general supervision of students at assemblies, during transition periods or safety drills, provided they are with students they typically support. Examples include Inclusive Education paraeducators providing support during arrival, dismissal and recess; paraeducators attending assemblies/safety drills that occur during their regular schedule.

3.11.1.3 Paraeducators will not be assigned regular supervision duties outside of the circumstances found in 3.10.1.2.

3.11.2 Paraeducators shall not be requested nor required to perform any duties that require a teaching certificate as defined in 1.2.6. Any employee who is certified as a substitute teacher and is assigned to substitute for a teacher will be paid at the appropriate substitute teacher rate and will accrue all benefits under the KAP contract as if the employee had worked the employee's regular assignment.

3.11.3 When there is a vacancy due to an unfilled position or an absence in an SC, ASC, LINK, or SA classroom, paraeducators from MLE, LAP, Title, and Library cannot be pulled to cover the vacancy or absence. Only in emergency situations, IP paraeducators may be used to fill an SA classroom.

3.11.3.1 To ensure equity of impact, the building administrator and/or designee will create, publish, and maintain a building-wide coverage rotation list that includes all applicable KAP staff. Due to unforeseen circumstances, strict adherence to the coverage rotation list may not always be possible, however, no KAP staff person will be asked to cover vacancies disproportionately as compared to their colleagues.

3.11.3.2 KAP staff who are funded through multiple programs may only be asked to cover vacancies for the amount of time they are designated as a paraeducator funded through the IE department.

3.11.3.3 When providing coverage due to a vacancy, KAP employees will not be asked to perform job duties requiring specific training outlined in an individualized plan for which they have not been trained. If a KAP employee provides temporary support in a role that is designated at a different pay level from their own, they will

be paid either at their hourly rate or at the rate of the position they are covering, whichever is highest.

ARTICLE IV – SICK OR LEAVE OF ABSENCE

Section 4.1 LEAVE FOR ILLNESS, INJURY AND EMERGENCIES

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

4.1.1 EMPLOYEE

Employees may use sick leave when they are unable to attend work because of their own mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care and for the protection of personal property in an emergency. An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.

FAMILY MEMBERS

Employees may use sick leave to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. "Family member" means any of the following:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or

domestic partner, or a person who stood in loco parentis when the employee was a minor child;

- A spouse;
- A domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

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

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

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. (Eligible employee means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment due to retirement or death and who are at least age fifty-five and have at least ten years of service under SERS 3; or (c) employees who separate from employment due to retirement or death and who are at least fifty-five and have at least fifteen years of

service under SERS 2.) No more than 180 sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations.

- 4.1.6 In the case of a strike or work stoppage by any association or union associated with the Kent School District, the Board of Directors reserves the right to ask for a doctor's validation of illness, provided the Board acts to give advance notice that this provision will be implemented during a specific time.
- 4.1.7 Experience credit for determining wage schedule placement and seniority shall be the same as the experience credit the person would have received had such person not taken sick leave.
- 4.1.8 Any employee returning from taking sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one (1) school year into the subsequent school year and that position is no longer available, such employee shall be assigned to an equivalent position if possible.

Section 4.2 HEALTH LEAVE

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

Section 4.3 MATERNITY/PARENTAL LEAVE

- 4.3.1 An employee who is pregnant shall be granted a maternity leave to begin at any time between the commencement of the pregnancy and extend beyond the birth of the child to the extent the employee's personal physician certifies in writing that the employee is disabled due to pregnancy or child bearing. All or any portion of a maternity/disability leave taken by an employee may, at the employee's option, be charged to available sick leave for the period the employee's personal physician certifies in writing that the employee is disabled due to pregnancy or

child bearing. The employee shall notify Human Resources in writing of the desire to take such leave and, except in case of emergency, shall give at least thirty (30) calendar days notice prior to the date on which the leave is to begin. The employee shall include with such notice a physician's statement certifying the employee's pregnancy. An employee who is pregnant may continue in active employment as late into the employee's pregnancy as they desire, unless the immediate supervisor determines the employee is unable to perform the employee's required duties.

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

Section 4.4 BEREAVEMENT LEAVE

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

Definitions:

- Immediate Household – All people living in the same family unit, not necessarily related.
- Immediate Family – Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.

Not Immediate Family – Niece, nephew, aunt, uncle, cousin, or close friend.

Bereavement leave shall not be cumulative.

Section 4.5 JURY DUTY/WITNESS LEAVE

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

- 4.5.4 On any date that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's scheduled work day remain, the employee shall immediately inform their supervisor and report to work if requested to do so.

Section 4.6 DISCRETIONARY LEAVE

- 4.6.1 Employee Discretionary Leave. A regular employee may use up to three (3) work days of Employee Discretionary Leave with pay per year. This leave is to be used for situations that require absence during working hours to transact or attend to personal or legal business or family matters provided that:

(1) No more than ten (10) percent but no less than one of all employees within the building (rounded to the nearest whole number) will be granted such leave for any given day.

(2) Employee Discretionary Leave will not be granted on the work day directly before or the work day directly after Winter Vacation, President's Week, Spring Vacation, paid holidays, or the first or last day of the school year.

(3) The employee must give notice to the District, identifying the absence as Employee Discretionary Leave, at least two (2) work days in advance of taking said leave. In unusual circumstances, this advance notification requirement may be waived by the employee's immediate supervisor.

In an effort to provide employees flexibility regarding the use of discretionary leave, up to two (2) days of discretionary leave may be carried forward for use in the following year for a maximum of five (5) days of EDL in a given year. Except for the two days which can be carried forward into the following year, discretionary leave is non-cumulative.

- 4.6.2 Discretionary Leave shall not be applicable in cases of self-determined hazardous road conditions when the District determines that school shall be held.
- 4.6.3 Discretionary Leave can be used in one (1) hour increments, except when a substitute is required. If a substitute is required, EDL can only be used in half or whole day increments and is not allowed in partial day uses except for an emergency, as approved by the immediate supervisor.
- 4.6.4 Employee Discretionary Leave Incentive. An employee shall receive remuneration for unused Employee Discretionary Leave annually. At

the end of each work year, employees with two (2) hours or more of Employee Discretionary Leave left in their balance will receive a payment equal to 100% of up to a maximum of three (3) days of accumulated Employee Discretionary Leave. Payment shall be made on the employee's August Pay Warrant, provided that the employee is otherwise eligible.

Employees who are rolling a day(s) instead of receiving payment for the balance must notify payroll through the electronic process by June 10 of each year. Once the request has been submitted, it is irrevocable. Employees must elect to roll over whole days, either one or two. For purposes of roll over, "one day" shall be based on the employee's current regular hours (not including bus riding hours) as of May 1.

Section 4.7 MILITARY LEAVE

The District will comply with current Federal and State statutes.

Section 4.8 OTHER LEAVES

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

Section 4.9 LEAVE TO CARE FOR TERMINALLY-ILL CHILD

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

Section 4.10 LEAVE SHARING

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

Section 4.11 LEAVE TO ACCEPT A TEMPORARY POSITION

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

Section 4.12 FAMILY AND MEDICAL LEAVE

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

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

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

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

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

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

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

Section 4.13 PROFESSIONAL LEAVE

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

Section 4.14 PAID FAMILY AND MEDICAL LEAVE PROGRAM (PFML)

The District will comply with the provisions of Washington's Paid Family and Medical Leave Program as specified in Chapter 50A.04 RCW as it applies to members of the Association.

- 4.14.1 If an enactment of state or federal law conflicts with or makes any of the above provisions illegal or not applicable, the parties will meet to discuss amending the provision to comply with the law.
- 4.14.2 If, over the life of this agreement, any other bargaining group in the Kent School District bargains the expansion of paid leave use as a supplemental benefit with PFML, KAP and KSD will meet to discuss the same.

ARTICLE V - EMPLOYEE WAGES AND BENEFITS

Section 5.1 EMPLOYEE WAGES

<u>Effective September 1, 2023, a 17% increase (inclusive of IPD) will be added to the 2022-2023 salary schedule, longevity steps added at year 20 and 25 (3 % increase at each step), difference between Schedule A and B increased to 5%.</u>			
<u>September 1, 2023 - August 31, 2024 Wage Schedule</u>			
LAP, Title, MLE, CTE, ISS & Library		IP, SC, ASC, SA, ECE, TOP & LINK	
Year	KAP-A	Year	KAP-B
0	\$26.64	0	\$27.97
1			
2			
3	\$27.44	3	\$28.81
4			
5			
6	\$28.26	6	\$29.68
7			
8			
9	\$29.11	9	\$30.57
10			
11			
12	\$29.98	12	\$31.48
13			
14			
15	\$30.88	15	\$32.43
20	\$31.81	20	\$33.40
25	\$32.76	25	\$34.40
Substitute	\$23.98	Substitute	\$25.18

** Effective September 1, 2024, an increase of four percent (4%) or IPD, whichever is greater, will be added to the 2023-2024 salary schedule.

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

The daily substitute rate is determined as being 90% of step 0 on the associated wage schedule.

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

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

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

In order to encourage substitutes to accept more assignments, any substitute who works ninety (90) days or more during the school year will receive a \$300 incentive payment on their July pay warrant.

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

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

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

- a) Team members shall receive an Additional Workload Compensation Stipend per hour (elementary)/period (secondary) starting the first day of a qualifying vacancy.
- b) Once a qualifying vacancy occurs, the impacted team members shall, for the duration of the team member’s absence on the day when no substitute is provided, receive Additional Workload Compensation.
- c) Elementary team members shall receive \$5.00 per hour; secondary team members shall receive \$5.00 per period.
- d) Regardless of the number of qualifying vacancies on any given day, team members shall receive only one (1) Additional Workload Compensation Stipend per hour (elementary)/period (secondary).
- e) Payment requests must be submitted on a Paraeducator Stipend Time Sheet form, see “Exhibit B”.
- f) To the extent possible, Paraeducators will have a voice in determining how to meet the additional workload needs of their program when a vacancy is unfilled.

5.1.5 Retention Stipend

In recognition of commitment to education through the year, the Kent School District and Kent Association of Paraeducators agree to the provision of a retention stipend for the 2023-2024 and 2024-2025 school years. Employees must have started working in a continuing position by February 1st of the previous school year and fulfilled their obligations through November of the current school year. The stipend level will reflect the total experience level of the Employee. Employees working less than 3.5 daily hours, based on their position as of November 30th of the current year, will receive a portion of the full stipend as per the chart below. The stipend will be paid as a lump sum on the December pay warrant.

Years of Service	Daily Hours 3.5 or more	Daily Hours up to 3.49
1-14	\$700	\$450
15+	\$1100	\$650

Section 5.2 PROVISIONS GOVERNING WAGE SCHEDULE

5.2.1 Minimum Requirements. The paraeducator minimum employment requirements from BH 1115, passed by the Washington State legislature in 2017, and SB 6388, passed in 2108, are in RCW 28A.413.040 and WAC 179-03. This language states that the paraeducator must:

Be at least eighteen years of age and hold a high school diploma or its equivalent, as described in WAC 179-03-022; and

In addition, a paraeducator must meet one or more of the following:

- Have received a passing score in any of the following: 1) the Education Testing Service ParaPro Assessment, 2) the Pearson Paraprofessional assessment, or 3) the Master Teacher Inc. Paraprofessional Online Training Program; or
- Hold an Associate degree or higher from an accredited college or university; or
- Have earned seventy-two quarter credits or forty-eight semester credits at the one-hundred level or higher at an accredited college or university; or
- Have completed an apprenticeship as a paraeducator, in a program registered with the Washington State Apprenticeship and Training Council.

If state requirements for the items above change for paraeducators, the District and the Union agree to meet and modify this section to adhere to the changes in state law.

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

5.2.1.1 Providing the District is able to continue to proctor the Paraeducator assessment, the District will offer the assessment at no cost to substitutes who are finalists for any Special Education paraeducator position.

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

5.2.2.1 Credit shall be given for verified experience as a Paraeducator, teacher, or equivalent, as determined and approved by Human Resources provided such experience was listed on the application form.

5.2.2.2 Partial experience credit. From 0-89 days experience shall represent no credit. Ninety (90) days experience or over shall represent one full year credit. Days are not allowed to accumulate from one year to the next to gain a year's experience credit. Additionally, substitute and temporary work assignments in the Kent School District shall be used to determine partial experience credit.

5.2.2.3 Substitute or temporary experience shall not be granted if it was acquired outside of the Kent School District.

5.2.2.4 Employees may substitute additional education beyond the 90 quarter hour credit requirement for experience on the following basis:

5.2.2.4.1 Each additional year (45 quarter hour credits) of education beyond the required minimum of two years counts as the equivalent of one year of experience, not to exceed two years maximum additional credit.

5.2.3 Advancement on Wage Schedule. Paraeducators shall be advanced on the wage schedules according to the following:

5.2.3.1 Annual Increments. A paraeducator who fulfills ninety (90) days or more of an assignment in one school year shall be credited with an annual increment unit.

5.2.3.2 Advancement on the Schedule.

5.2.3.2.1 A unit credit shall be defined as:

(a) An annual increment as defined in Section 5.2.3.1

(b) The accumulation of one year of additional college (45 quarter hour credits). This shall be limited to a maximum two unit (or 90 quarter hour credit) accumulation. Credits to be used for advancement on the schedule shall be approved in advance by the immediate supervisor and Human Resources.

Section 5.3 EMPLOYEE BENEFITS

5.3.1 The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. Any provisions included in this Agreement that are found to conflict with the rules and regulations adopted by the SEBB shall be considered null and void. Employee eligibility for benefits administered by SEBB shall be determined by the rules and regulations adopted by SEBB.

5.3.1.1 If any provision of Section 5.3 Employee Benefits shall be found contrary to state and/or federal law, the parties agree to reopen the applicable provision(s) for negotiations. All provisions of

Section 5.3 Employee Benefits not contrary to state and/or federal law shall continue in full force and effect.

- 5.3.1.2 In cases where separation occurs after completion of full school year obligations (e.g., the end of the student year school year in June) benefit coverage will continue until August 31 unless employment is terminated by the employer or employee with a specific earlier date.
- 5.3.2 Employee Assistance Program (EAP). EAP Services are available to all employees and their family members. The District agrees to pay all the monthly premiums for the Employee Assistance Program.
- 5.3.3 Life Insurance. Employees shall be covered by the District's liability insurance policies to the extent provided therein.
- 5.3.4 Workers' Compensation. All employees covered by this Agreement shall be covered by the Washington State Workers' Compensation Law, self-insured by the District. The cost of the Industrial Insurance and Medical Aid covered will be borne by the District. The cost of the Pension Fund will be shared equally by the employee and the District in accordance with the Workers' Compensation Law. Staff members assaulted by students or injured by students while on the job and in the performance of their job functions will file an L&I claim in accordance with District policy. The District will authorize the use of sick time or other accrued time to offset the time loss not provided for under an approved L&I claim. In the event that a Worker's Compensation claim is approved for time-loss for an injury caused by a student that results in a leave duration of less than 14 days but more than one day, the District will pay the employee 100% of their normal pay for up to the first three (3) days of absence that are not covered by L&I, without depleting the employee's accrual balance.
- 5.3.5 The Section 125 plan implemented during the 1988-89 school year shall continue for the term of this Agreement.

Section 5.4 TRAVEL ALLOWANCES

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

Section 5.5 TAX SHELTERED ANNUITIES

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

Section 5.6 VEBA HEALTH REIMBURSEMENT PLAN

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

ARTICLE VI – PROFESSIONAL LEARNING AND TRAINING

Section 6.1 JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

KAP and KSD shall participate in a joint professional development committee comprised of a maximum of six (6) persons. There will be no more than three (3) representatives per organization and both parties will appoint their respective committee members. The committee will work with the appropriate director in professional development to identify new training opportunities, maintain the list of current course offerings, and publicize professional training opportunities according to the needs of district programs and/or professional learning goals of KAP employees.

Section 6.2 PROFESSIONAL LEARNING

The District will clearly advertise all clock hour offerings. KAP employees will be allowed access to both job-specific and broader professional learning opportunities that apply to their job responsibilities, professional learning goals, job descriptions and/or essential functions of KAP positions. Course offerings for other units may be open for KAP employee participation, on a space-available basis and whenever possible.

- 6.2.1 The District will make available a fund for the purpose of employee skill and job development. The fund will be generated on the basis of the equivalent of four (4) workdays per employee, based on the individual employee's daily base hours at the time the fund is utilized. The fund may be used at the option of the District, in order to involve staff in implementing District goals related to educational excellence. If mutually agreed to by the principal and employee, typically at the goal

setting conference, these funds may also be used for collaboration and out-of-district training. Employees shall be paid at the employee's regular hourly rate for such time.

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

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

- 6.2.1.1 Hours that are unused as of the last day in August shall be placed in a pool for the exclusive use by members of this bargaining unit and carried over to the following year. After an employee has used all of their regularly allotted hours, the employee may use up to fifteen (15) hours from the pool per school year after submission and approval by their administrator of a plan to use these additional hours and submission of the appropriate paperwork after completion of the activity. The pool shall be administered on a first-come, first-served basis. The District will send the Association quarterly statements of the pool balance along with the deductions that were made for the quarter.
- 6.2.2 Inclusive Education Paraeducators in the IP, ECSE, SC, ASC, LINK, TOP and SA shall receive ten (10) additional hours of district directed in-service/staff development. This time is mandatory for first-year employees in Inclusive Education and optional for those who have more than one complete school year (Sept. - June) of service in the Kent School District as an Inclusive Education Paraeducator.
- 6.2.3 The District values the essential role Paraeducators play in District efforts to ensure that all students meet their learning objectives. To facilitate greater effectiveness of District curricular initiatives involving Paraeducators, the District will conduct quarterly meetings with a team of Paraeducators selected by the Association. The team will include no more than five (5) Paraeducators as determined by the Association. The voluntary meetings will be held after work.

The purpose of these meetings will include the following objectives:

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

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

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

6.2.5 No employee will be requested or required to dispense or administer medication unless in accordance with state law and after having received instruction/training from the appropriate personnel. Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the necessary certification or license to perform the procedure. Training time will most often occur during the work day. Any required training outside of the work day will be paid at the employee's regular hourly rate of pay or at the overtime rate if applicable (Section 5.1.3). Employees may request refresher training when an employee believes it to be needed; provided that such training shall not occur more than one time per school year except as determined by the District. Refresher training shall mean retraining on a specific topic in which the employee has already received training.

6.2.6 Staff Trainer.

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

6.2.7 Training Rate.

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

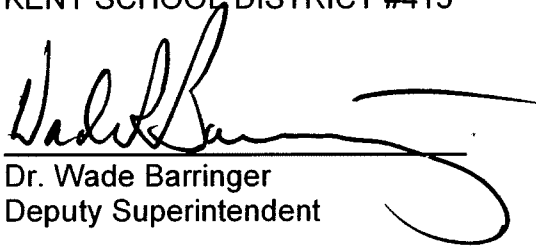
The parties agree that the "numbering" within the Articles need to be reviewed and adjusted as necessary.

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

This concludes negotiations for the 2023-2025 school years.


IN WITNESS WHEREOF, the parties hereto have set their hand and their seals this _____ day of _____, 2023 in Kent, County of King, State of Washington.

KENT SCHOOL DISTRICT #415



Dr. Wade Barringer
Deputy Superintendent

KAP



Rochelle Greenwell
President

EXHIBIT A
KENT SCHOOL DISTRICT
Grievance Form
Kent Association of Paraeducators (KAP)

Instructions: This form is to be used in conjunction with Article II, Section 2.3.3.2, specifically invoking the formal grievance process at Step II.

TO: _____ cc: Human Resources
Superintendent

FROM: _____
Aggrieved Employee Position Location

STATEMENT OF GRIEVANCE: Include the nature and date on which the grievance is based and a reference to the specific provision (s) of the Agreement which have been allegedly violated.

REMEDY SOUGHT:

Signature of Aggrieved: _____ Date: _____

I met with my immediate supervisor: _____ on _____
(Print Name) (Date)

TO BE COMPLETED BY THE DISTRICT
TIME LINE RECORDS

Step I – Informal - within 25 student contact days of occurrence, or time grievant became aware of the events, or the Association became aware of the events, whichever is later.

_____ met with _____ on _____
(Employee Name) (Supervisor Name) (Date)

Step II – Formal Grievance – to be filed within 10 student contact days of completion of Step I. Meeting shall be held within 10 student contact days, written response within 10 student contact days of meeting.

Superintendent/Designee: _____

Date of Response: _____

Outcome: _____



EXHIBIT C

Pool Hours Request & Effective Education Timesheet

FOR KENT SCHOOL DISTRICT AFT, KAEOP, KAP & TEAMSTERS EMPLOYEES

Employee Name _____

Employee ID _____

Contracted Start Time _____

Assignment _____

Building/Community _____

Contracted End Time _____

Union _____

Total Available Pool Hours Allowed by Contract _____

Regular Daily Hours _____

Part 1: Request Additional Hours from the Union Pool

I have used all my allotted effective education hours.

KAEOP Only: I have not used all my allotted effective education hours. I wish to use pool hours for administrator-directed training.

I am requesting to use _____ additional effective education pool hours for the following purpose:

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

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

Employee Signature

Date

Authorizing Administrator Signature

Date

Part 2: Log Pool Hours for Approved Purpose

Date Worked	Start Time*	End Time*	Short Description	Hours*	Payroll Use Only
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
*Start/stop times must be outside of contracted hours to be eligible for pay. Total hours must not exceed the available pool hours for the employee's union. Payroll reserves the right to correct hours.				*Total Hours Worked:	<input type="checkbox"/> _____

I hereby attest that I worked the above stated hours.

I hereby authorize payment of the above hours.

Employee Signature

Date

Authorizing Administrator Signature

Date

Reviewed by _____ on _____
Reviewer Name Date

Authorizing Administrator Name



Paraeducator Performance Evaluation

Job Title

Directions:

1. Select only one rating box for each indicator.
2. Comments are required to justify "Improvement Needed" performance levels.
3. To summarize your evaluation of the employee's performance level, use the Supervisor's Summary Comments at the conclusion of document.
4. Offer Employee the opportunity to attach a statement to evaluation.
5. Acknowledgment of both Supervisor and Employee are required.

Note: "Improvement Needed" performance levels require comments.

Confidential:

The information supplied in this evaluation will be held in strict confidence and will be available only to direct-line administrators, Department of Human Resources, and/or the Superintendent's Office.

Communication/Teamwork

Standards: Communicates positively and effectively with adults and students, uses appropriate problem-solving skills effectively and collaboratively.

Communication/Teamwork			
Indicators	Improvement Needed	Proficient	Distinguished
CT1 Participates in scheduled team collaboration held within the workday by being a listener and contributor.	Rarely participates in team collaboration held within the workday by being a listener and contributor.	Typically participates in team collaboration held within the workday by being a listener and contributor.	Consistently participates in team collaboration held within the workday by being a listener and contributor.
CT2 Participates in daily professional and constructive conversations with co-workers and teammates.	Rarely participates in professional and constructive conversations with co-workers and teammates.	Typically participates in professional and constructive conversations with co-workers and teammates.	Consistently participates in professional and constructive conversations with co-workers and teammates.
CT3 Uses effective verbal and written communication skills with staff and students.	Rarely uses effective verbal and written communication skills with staff and students.	Typically uses effective verbal and written communication skills with staff and students.	Consistently uses effective verbal and written communication skills with staff and students.
CT4 Uses appropriate problem-solving and communication skills to work as an effective member of the instructional team.	Rarely uses appropriate problem-solving and communication skills to work as an effective member of the instructional team.	Typically uses appropriate problem-solving and communication skills to work as an effective member of the instructional team.	Consistently uses appropriate problem-solving and communication skills to work as an effective member of the instructional team.

Comments:

Student Support

Standards: Accepts diversity as the norm and part of working effectively with all adults and students, understands culturally responsive practices and is open to learning new practices, supports schoolwide positive behavior systems and individual positive behavior plans, effectively implements and uses

instructional strategies to meet the needs of the students, supports student assessment, accesses appropriate resources including technology, participates in professional development opportunities

Student Support			
Indicators	Improvement Needed	Proficient	Distinguished
SS1 Applies culturally responsive practices and is open to learning new practices to apply to all students.	Rarely applies culturally responsive practices and is rarely open to learning new practices to apply to all students.	Typically applies culturally responsive practices and is open to learning new practices to apply to all students.	Consistently applies culturally responsive practices and is open to learning new practices to apply to all students.
SS2 Provides positive behavioral support and management of students.	Rarely provides positive behavioral support and management of students.	Typically provides positive behavioral support and management of students.	Consistently provides positive behavioral support and management of students.
SS3 Uses appropriate strategies and techniques to provide instructional support in teaching and learning as developed by certificated staff.	Rarely uses appropriate strategies and techniques to provide instructional support in teaching and learning as developed by certificated staff.	Typically uses appropriate strategies and techniques to provide instructional support in teaching and learning as developed by certificated staff.	Consistently uses appropriate strategies and techniques to provide instructional support in teaching and learning as developed by certificated staff.
SS4 Keeps and shares accurate data on student progress as communicated by certificated staff.	Rarely keeps and shares accurate data on student progress as communicated by certificated staff.	Typically keeps and shares accurate data on student progress as communicated by certificated staff.	Consistently keeps and shares accurate data on student progress as communicated by certificated staff.
SS5 Accesses building and district resources to update technology skills to enhance student learning.	Rarely accesses building and district resources to update technology skills to enhance student learning.	Typically accesses building and district resources to update technology skills to enhance student learning.	Consistently accesses building and district resources to update technology skills to enhance student learning.
SS6 Applies new knowledge and skills obtained through staff development trainings and/or job-specific training.	Rarely applies new knowledge and skills obtained through staff development trainings and/or job-specific training.	Typically applies new knowledge and skills obtained through staff development trainings and/or job-specific training.	Consistently applies new knowledge and skills obtained through staff development trainings and/or job-specific training.

Comments:

Professionalism

Standards: Maintains high standards for work completion, receives constructive feedback from supervisors, maintains confidentiality, and demonstrates acceptable attendance habits.

Professionalism			
Indicators	Improvement Needed	Proficient	Distinguished
PR1 Takes initiative; is self-directed; anticipates future work needs. Works effectively and efficiently.	Rarely takes initiative; is not self-directed; does not anticipate future work needs; and does not work effectively and efficiently.	Typically takes initiative; is self-directed; anticipates future work needs. Works effectively and efficiently.	Consistently takes initiative; is self-directed; anticipates future work needs. Works effectively and efficiently.
PR2 Accepts new or different conditions, adjusts quickly, and is cooperative and flexible.	Rarely accepts new or different conditions, does not adjust quickly, and is uncooperative and inflexible.	Typically accepts new or different conditions, adjusts quickly, and is cooperative and flexible.	Consistently accepts new or different conditions, adjusts quickly, and is cooperative and flexible.
PR3 Accepts and responds appropriately to feedback.	Rarely accepts and responds appropriately to feedback.	Typically accepts and responds appropriately to feedback.	Consistently accepts and responds appropriately to feedback.
PR4 Maintains confidentiality, regarding student and school issues at all times.	Rarely maintains confidentiality, regarding student and school issues at all times.	Typically maintains confidentiality, regarding student and school issues at all times.	Consistently maintains confidentiality, regarding student and school issues at all times.

PR5 Arrives prepared to work at designated start time; gives timely notice when absence is anticipated; and follows proper reporting procedures.	Rarely arrives prepared to work at designated start time; does not give timely notice when absence is anticipated; and does not follow proper reporting procedures.	Typically arrives prepared to work at designated start time; gives timely notice when absence is anticipated; and follows proper reporting procedures.	Consistently arrives prepared to work at designated start time; gives timely notice when absence is anticipated; and follows proper reporting procedures.
PR6 Performs duties and responsibilities that meet timelines and job expectations.	Rarely performs duties and responsibilities that meet timelines and job expectations.	Typically performs duties and responsibilities that meet timelines and job expectations.	Consistently performs duties and responsibilities that meet timelines and job expectations.

Comments:

Supervisor's Summary Comments, Areas of Focus/Goals:

Employee Statement?



File List

File Name	Date Uploaded	Size
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I have read this form and have had the opportunity to comment. Clicking the ACKNOWLEDGE button is equivalent to an electronic signature. My signature does not signify agreement or disagreement.



EXHIBIT E

IE Paraeducator Training Hours Timesheet

FOR KENT SCHOOL DISTRICT INCLUSIVE EDUCATION PARAEDUCATORS

Employee Name

Employee ID

Contracted Start Time

Building

Inclusive Education Program

Contracted End Time

Part 1: Request Pre-Approval of Hours

This section is used to obtain pre-approval of hours negotiated in the Kent Association of Paraeducators (KAP) Collective Bargaining Agreement, Section 6.2.2, which authorizes **ten (10) additional hours** of district directed in-service/staff development for Inclusive Education (IE) paraeducators.

Course/Class Name	Hours Requested	Administrator
_____	_____	<input type="radio"/> Approved <input type="radio"/> Declined
_____	_____	<input type="radio"/> Approved <input type="radio"/> Declined
_____	_____	<input type="radio"/> Approved <input type="radio"/> Declined
_____	_____	<input type="radio"/> Approved <input type="radio"/> Declined
_____	_____	<input type="radio"/> Approved <input type="radio"/> Declined

Employee Signature

Date

Authorizing Administrator Name

Authorizing Administrator Signature

Date

Part 2: Log Hours for Approved Courses/Classes

Once pre-approval has been obtained, this section of the form is used to log hours for the approved course or class for payment.

Date Worked	Start Time*	End Time*	Approved Course/Class Name	Hours*	Payroll Use Only
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
_____	_____	_____	_____	_____	<input type="checkbox"/> _____
*Start/stop times must be outside of contracted hours to be eligible for pay. Total hours must not exceed 10 hours. Payroll reserves the right to correct hours.				*Total Hours Worked:	<input type="checkbox"/> _____

I hereby attest that I worked the above stated hours.

I hereby authorize payment of the above hours.

Employee Signature

Date

Authorizing Administrator Signature

Date

Budget

10	E	530	_____	_____	_____	_____	_____	_____	_____	_____	_____
Fund			Program	Activity	Object	Location	Cost Center	Project	Sub	Payroll Use Only	

Pay Code

EXHIBIT F
Employee Safety Protocol

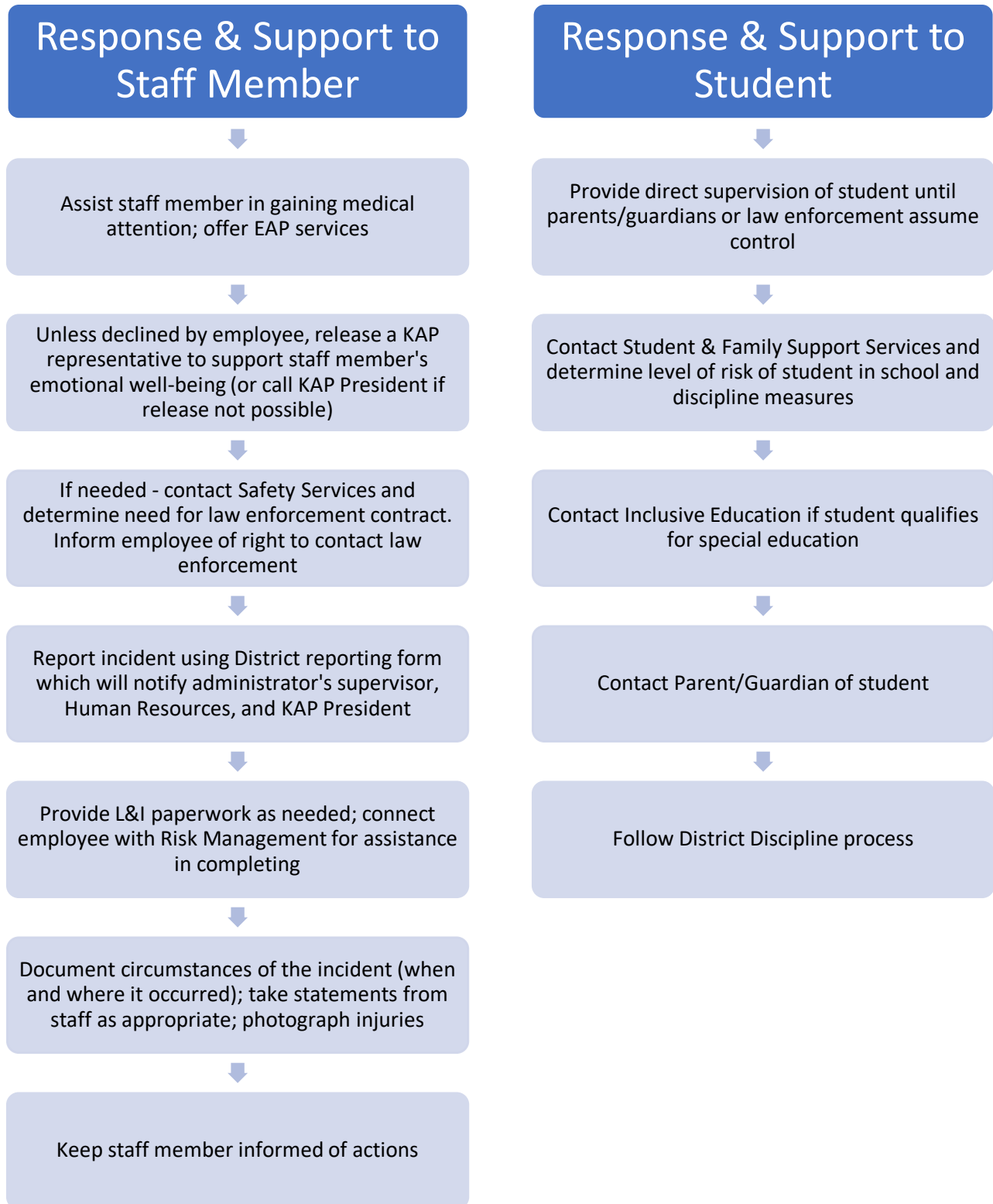


EXHIBIT G
Letter of Agreement
between
Kent School District #415
and
Kent Association of Paraeducators WEA/NEA

Library Technology Paraeducator (LTP) Committee

This letter of agreement is entered into between the Kent School District (District or KSD) and the Kent Association of Paraeducators (Association or KAP) to assess the effect of the changing enrollment numbers due to boundary changes and the moving of 6th grade out of elementary school on the workload of LTPs.

1. For the 2023-2024 work year, enrollment will be evaluated on the October 1st enrollment count, and library technology paraeducator hours will be adjusted up if necessary, by October 15th to adhere to the staffing formula utilized by the District.
2. The Parties shall convene a committee, made up of an equal number of KAP members and District personnel, chosen by their respective groups. The results of the meeting(s) may include a recommendation to KSD leadership on LTP staffing, a recommendation on job duties, or other recommendations the committee agrees upon. The District will provide KAP employees in the workgroup release time or hourly pay at their appropriate rate of pay for their work in this group for any meetings held outside of normal work hours. The committee will convene no later than November 15, 2023, and the recommendations of the workgroup shall be completed by March 15, 2024.
3. The Parties shall consider the recommendations of the workgroup and come to a final agreement by June 30, 2024. Changes, if any, would be implemented in the 2024-25 work year.
4. This Agreement shall expire on the last day of the 2023-2024 school year.