AGREEMENT

KENT SCHOOL DISTRICT NO. 415

AND

KENT ASSOCIATION OF PARAEDUCATORS
WEA/NEA

September 1, 2023 - August 31, 2025

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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.

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

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

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

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.

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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 I0.002 Tc -0 I0.002 Tc - (s)21(f I0i)5.9 (s)4 (i)or anal placed in tl boxes.iDTw -0 itat operat aiil ainid1.14 TE iil S

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.3 (i)6 (t3nw [(e)-4 (

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

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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 rc)i (l)6 (l) Tw 0.(t)2 ()6

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

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

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 paraed4 (at)2 (ida1)Tj3 (A)unassde.0.54 0 (i)6 (on)]T.

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.

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 ignee. e, ar e

3.4.7.3 In the event of more than one individual employee having the same seniority ranking, all employees so affected shall

Employees in active pay statu.12 reW nBg2]Subth /Footer6s12 Tw 1.1 0 Td( )Tj-20.

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 problem. 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 rati (mT)3sent Tm[pa0.004 Tc --3 (e[r)-3 (at)2i)6 (bl)6.1 (e,)0.0

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.)

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

- x A spouse;
- x A domestic partner;
- x A grandparent;
- x A grandchild; or
- x 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

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

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

4.5.4 On any date that an employee is released from jury duty or as a witness

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 Faml p cy] TJ0 -1.16

ARTICLE V - EMPLOYEE WAGES AND BENEFITS

Section 5.1 EMPLOYEE WAGES
Effective

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:

- x 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
- x Hold an Associate degree or higher from an accredited college or university; or
- x 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
- x Have completed an apprenticeship as a paraeducator, in a program registered with the Washington State Apprenticeship and Training Council.

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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 .5

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.

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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-

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.

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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

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Employee Name

Employee ID

Assignment

Building/Community

Union

Total Available Pool Hours Allowed by Contract

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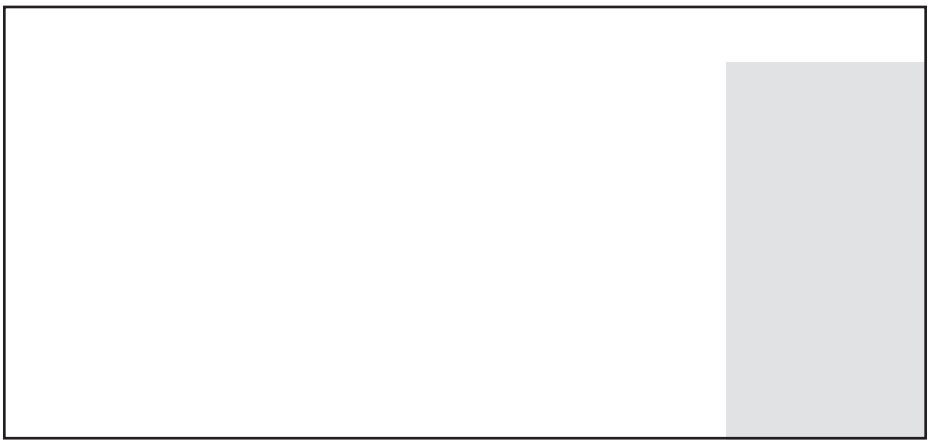
FOR KENT SCHOOL DISTRICT INCLUSIVE EDUCATION PARAEDUC



Employee Signature

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Employee Signature Date

Authorizing Administrator Signature Date

EXHIBIT F

Employee Safety Protocol

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Letter of Agreement
between
Kent School District #415
and
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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.