

**9-21 PSE COUNTER to KSD at 4pm proposal #2**

PSE ISSUE # 2

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**8-5-21 PSE countered:**

**Section 3.2.1.**

Job descriptions are furnished at the time of hire for each position. **All current job descriptions shall be provided to the Association President/Co-President.** They are available in the Human Resource department and shall be furnished upon request. Changes to job descriptions must be approved by the Human Resource Director or designee, and notice of changes shall be provided to the Association.

TA

PSE ISSUE # 3

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE COUNTERS:**

**New Section:**

The District will follow the state law regarding employees delegated to administer medications regarding epilepsy/seizure disorders. No employee will be required to perform such duties unless indicated on their job description when hired, unless the employee volunteers to do so in writing and is properly trained as per state law. This **excludes classified** LPNs. **The District will follow 28A.210.350 regarding Immunity.**

**TA**

PSE ISSUE # 8

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**District Counter 9.7.21**

The district declines this proposal and proposes to strike the language from the contract per Schedule A counter proposal.

**DISTRICT COUNTER 9.15.21**

**PSE COUNTER 9-15-21**

**Section 13.3. Clock Hours.**

1. An employee wishing to earn clock hours toward salary enhancement must obtain an application form from the Human Resources Office.
2. **All paraeducator certificate courses will be approved.**
3. Credit shall be granted to an employee of the District only after prior approval has been received and completion requirements have been fulfilled.
4. Application should be submitted to the Human Resources Office ten (10) days prior to taking a class/workshop for review, processing, and final approval.
5. If an application is in question, an appointed committee from the Para-Ed Staff Development Committee and Human Resources **Director Manager** will meet to review it. Applications not meeting requirements will be returned to the employee with an explanation given.
6. The applicant has the right of appeal to the Human Resources **Director Manager** within five (5) workdays after receipt of disapproval.
7. Once earned, enhancement pay is continuing each year and is cumulative as earned thereafter.
8. One District point shall be granted for each ten (10) hours of attendance in approved classes.
9. Payment Schedule:

Step 1:	5 approved points (50 clock hours)	=	\$75.00	<del>(\$500)</del>	<del>\$300</del>	\$150	per year
Step 2:	5 approved points (100 clock hours)	=	\$150.00	<del>(\$625)</del>	<del>\$400</del>	\$300	per year
Step 3:	5 approved points (150 clock hours)	=	\$200.00	<del>(\$750)</del>	<del>\$500</del>	\$400	per year
Step 4:	5 approved points (200 clock hours)	=	\$250.00	<del>(\$875)</del>	<del>\$600</del>	\$500	per year
Step 5:	5 approved points (250 clock hours)	=	\$300.00	<del>(\$1,000)</del>	<del>\$700</del>	\$600	per year
<b>Step 6:</b>	<b>5 approved points (300 clock hours)</b>	<b>=</b>	<b>\$800</b>	<b>\$1,125</b>			
<b>Step 7:</b>	<b>5 approved points (350 clock hours)</b>	<b>=</b>	<b>\$900</b>	<b>\$1,250</b>			
<b>Step 8:</b>	<b>5 approved points (400 clock hours)</b>	<b>=</b>	<b>\$1000</b>	<b>\$1,375</b>			
<b>Step 9:</b>	<b>5 approved points (450 clock hours)</b>	<b>=</b>	<b>\$1,500</b>				
<b>Step 10:</b>	<b>5 approved points (500 cloke hours)</b>	<b>=</b>	<b>\$1,675</b>				

The maximum allowable will be three hundred dollars ~~\$1,675 per year~~ (\$300.00). ~~\$1,000 per year~~ \$600 per year.

When attending one (1) or more-day workshops/conventions, only time spent in sessions is allowable for credit. Travel time, lunch, dinner, etc., is not acceptable.

Enhancement pay will be applied to salaries in a given year, once a year on August 31<sup>st</sup>, if all work is completed, verified, and submitted to the Human Resources Office no later than June 30<sup>th</sup>. There will be no exceptions to the deadline submittal date. Any clock hours taken after June 30<sup>th</sup> will be applicable to the next school year. Courses taken for college credit may not be used for clock hour salary enhancement pay.

If an employee resigns or retires before August 31<sup>st</sup> in a given year, that employee shall receive salary enhancement as pro-rated according to the following: One-twelfth (1/12) of the salary enhancement earned up to the date of resignation/retirement for each complete month worked from September through August. During the final month worked, the employee must work more than eleven (11) days to qualify for the prorating of that month. The employee will be paid the prorated salary enhancement on the last paycheck paid for their employment. Only salary enhancement pay earned before June 30<sup>th</sup> of that year will qualify as above.

**9-29-21 PSE HOLDS on 9-15 counter.**

**DISTRICT Holds on previous offer to double current contract amounts through Step 5**

**9-29-21 PSE agrees to the amounts, but wants to adds to the steps up to step 9 at \$100 increments with \$1000 max.**

# PSE KAESP PROPOSALS

PSE ISSUE # 15

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

## District Counter 9.7.21

### Section 9.9. Personal Leave.

Each employee is granted three (3) days of personal leave, which may be utilized for any purpose, discrete from sick leave. **Employees with longevity within the Kennewick School District of five (5) years or more shall be entitled to one (1) extra personal day.** Employees may cash out unused days of personal leave at 100% of employees current hourly rate of pay or accumulate up to **ten (10) five (5)** unused days or roll unused leave 100% into sick leave (not to accumulate more than twelve (12) sick leave days per year). Employees must complete the District form indicating their choice of cash out, accumulation or roll over to sick leave by July 31st of each year for unused personal leave. If no form is completed, unused leave will automatically be cashed out on August 31st. An employee who is hired during the second semester or who leaves employment during the first semester is eligible to receive one and one-half (1.5) personal leave day(s). **Employees shall be entitled to use personal leave in half day (1/2) increments.**

### Section 9.9. Personal Leave.

Each employee is granted three (3) days of personal leave, which may be utilized for any purpose, discrete from sick leave. **Employees with longevity within the Kennewick School District of five (5) years or more shall be entitled to one (1) extra personal day.** Employees may cash out unused days of personal leave at 100% of employees current hourly rate of pay or accumulate up to **ten (10) five (5)** unused days or roll unused leave 100% into sick leave (not to accumulate more than twelve (12) sick leave days per year). Employees must complete the District form indicating their choice of cash out, accumulation or roll over to sick leave by July 31st of each year for unused personal leave. If no form is completed, unused leave will automatically be cashed out on August 31st. An employee who is hired during the second semester or who leaves employment during the first semester is eligible to receive one and one-half (1.5) personal leave day(s). **Employees shall be entitled to use personal leave in half day (1/2) increments.**

## **9-7-21 PSE COUNTER:**

### **Section 9.9. Personal Leave.**

Each employee is granted three (3) days of personal leave, which may be utilized for any purpose, discrete from sick leave. **Employees with longevity within the Kennewick School District of six (6) years or more shall be entitled to one (1) extra personal day** Employees may cash out unused days of personal leave at 100% of employees current hourly rate of pay or accumulate up to five (5) unused days or roll unused leave 100% into sick leave (not to accumulate more than twelve (12) sick leave days per year). Employees must complete the District form indicating their choice of cash out, accumulation or roll over to sick leave by July 31st of each year for unused personal leave. If no form is completed, unused leave will automatically be cashed out on August 31st. An employee who is hired during the second semester or who leaves employment during the first semester is eligible to receive one and one-half (1.5) personal leave day(s). **Employees shall be entitled to use personal leave in half day (1/2) increments.**

### **DISTRICT COUNTER 9.15.21**

See previous district counter.

## **9-15-21 PSE COUNTER**

### **Section 9.9. Personal Leave.**

Each employee is granted three (3) days of personal leave, which may be utilized for any purpose, discrete from sick leave. **Employees with longevity within the Kennewick School District of six (6) years or more shall be entitled to one (1) extra personal day of which will be cashed out.** Employees may cash out unused days of personal leave at 100% of employees current hourly rate of pay or accumulate up to five (5) unused days or roll unused leave 100% into sick leave (not to accumulate more than twelve (12) sick leave days per year). Employees must complete the District form indicating their choice of cash out, accumulation or roll over to sick leave by July 31st of each year for unused personal leave. If no form is completed, unused leave will automatically be cashed out on August 31st. An employee who is hired during the second semester or who leaves employment during the first semester is eligible to receive one and one-half (1.5) personal leave day(s). **Employees shall be entitled to use personal leave in half day (1/2) increments.**

## **9-29-21 PSE HOLDS on 9-15-21 COUNTER**

### **DISTRICT HOLDS on 9.15.21 Counter**

**9-29-21 PSE counters to CCL but with the last sentence added Employees shall be entitled to use personal leave in half day (1/2) increments.**

PSE ISSUE # 20

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**New Section 9.10.**

**All hours worked shall be counted toward leave accruals, including temporary, trade, compensatory and overload time.**

**District Declines 9.29.21**

**9-29-21 PSE HOLDS, why is the District not agreeable to this?**

PSE ISSUE # 21

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**Section 13.4. Procedures for Credit for Salary Enhancement Program.**

1. An employee wishing to earn credit toward salary enhancement must obtain an application form from the Human Resources Office.
2. Credit(s) shall be granted to an employee of the district after prior approval has been received from the principal and completion requirements have been fulfilled. **Human Resources shall be the determining factor.**
3. **Employees who have already obtained credits prior to hire, must provide official transcripts to the District.**
4. ~~Credits must be directly applicable to the employee's job description and/or job assignment. All college credits must be approved in advance by the building principal.~~

Compensation for the credits described above will be calculated as follows:

15 - 29 credits	\$0.15 per hour
30 - 44 credits	\$0.2515 per hour
45 - 59 credits	\$0.3515 per hour
60 - 74 credits	\$0.60 per hour
75 - 89 credits	\$0.70 per hour
90 - 179 credits	\$0.80 per hour
180 or Bachelor's	\$1.00 per hour
Master Level	\$1.50 per hour

5. Enhancement pay will be applied to salaries in a given year, once a year on September 1<sup>st</sup>, if all work is completed, verified, and submitted to the Human Resources Office no later than August 31<sup>st</sup>. There will be no exceptions to the deadline submittal date.

**DISTRICT COUNTER 9.15.21**

Employees receiving credit salary enhancement shall be grandfathered in at their current enhancement rate. The credit enhancement program shall sunset and employees will be able to benefit through the clock hour enhancement program as outlined in Section 13.3.

**9-15-21 PSE COUNTER:**

**We can agree to grandfathering and removing this Section if the District will agree to paying employees with an AA/AAS/AS or 60 semester or 90 quarter credits .50 cents per hour and a BA/BS or 120 semester or 180 quarter credits \$1.00.**

**9-29-21 PSE holds on 9-15-21 counter**

**District Holds on 9.15.21 Counter**

**9-29-21 PSE HOLDS on 9-15-21 counter.**



PSE ISSUE # 27

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE COUNTER:**

**Section 10.12. Displaced Employees.**

Definition: A “displaced” employee is one who holds a position that the District has determined will end on the last day of the school year or at any time during the school year due to a change in program or student need.

*Employees who knowingly accept a temporary short or long-term position or temporary hours (temporary is defined as lasting for one (1) school year or less and posted as “temporary”) are not included in this definition. However, temporary employees per Section 1.4 shall have seniority rights to apply for open and available positions, but are not guaranteed placement in a position.*

This employee shall have the following rights:

1. The District will provide notification to the displaced employee as soon as the District is aware of the reduction. After receiving notice of the position ending, the employee is required to apply for available positions through the District’s on-line application system.
2. **Seniority rights shall govern for all open positions.**
3. ~~Between the period of the displacement and August 15<sup>th</sup> of that year, seniority rights shall govern hiring processes as per Section 10.5. of the collective bargaining agreement.~~
4. ~~If the displaced employee has applied for and is unable to obtain a continuing position by August 15<sup>th</sup>, the District will ensure the employee remains whole by assigning the employee to an unfilled position for which the employee has applied. The employee shall be placed in an open available position over more senior employee(s) in order to keep the employee whole. This shall occur no later than September 15<sup>th</sup>.~~
5. ~~If no open positions are available~~ **Up until September 30th of the following school year,** ~~between September 15<sup>th</sup> and 30<sup>th</sup>,~~ the District and PSE will assign the employee to a position as a temporary floating paraeducator with the following rights:
  - a. The employee will be assigned to a long-term substitute or temporary position if available and shall maintain contracted hours and benefits.
  - b. If no long-term substitute or temporary positions are available, the employee shall be given precedence over other substitutes in assignments and shall maintain contracted hours and benefits.
  - c. The employee will be required to continue to apply for available positions and will be given precedence over senior employees in hiring.
6. ~~The displaced employee is required to immediately begin to apply for available positions for which they are interested or qualified. (Employees are entitled to equivalent continuing hours that were held at time of displacement.) Failure to do so and/or failure to accept a temporary position explained above and assigned by the District will result in the employee being placed in the substitute pool as per Section 10.8. of the Collective Bargaining Agreement. The employee is no longer considered “displaced” once the employee has obtained or has been assigned to a regular~~

position, (a “temporary floating paraeducator” position is not considered a regular position.) However, the employee may continue to apply for available positions as per Section 10.5. of the Collective Bargaining Agreement.

7. Employees notified of a reduction of hours will have the same rights as those listed above, or they may choose to accept the reduction of hours.
8. The displaced employee may choose to bypass the requirements of this agreement by requesting to be placed in the substitute pool as per Section 10.8.
9. Employees are entitled to equivalent continuing hours and qualifications to the employee’s previous position. However, if the employee chooses to take a position of less hours, that position and hours will become the employee’s new contracted time.
- 10. By October 1<sup>st</sup> if the displaced employee is unable to obtain a position as per above, the employee may utilize “bumping rights”. The District and PSE shall meet and bargain the impact in order to protect the seniority of the employee and any other employees impacted. Should the District offer the displaced employee a position and the employee declines, bumping rights shall not apply.**

### **District Counter 9.29.21 Section 10.12. Displaced Employees.**

Definition: A “displaced” employee is one who holds a position that the District has determined will end on the last day of the school year or at any time during the school year due to a change in program or student need.

*Employees who knowingly accept a temporary short or long-term position or temporary hours (temporary is defined as lasting for one (1) school year or less and posted as “temporary”) are not included in this definition. However, temporary employees per Section 1.4 shall have seniority rights to apply for open and available positions, but are not guaranteed placement in a position.*

This employee shall have the following rights:

11. The District will provide notification to the displaced employee as soon as the District is aware of the reduction. After receiving notice of the position ending, the employee is required to apply for available positions through the District’s on-line application system.
- 12. Seniority rights shall govern for all open positions.**
- 13. Between the period of the displacement and August 15<sup>th</sup> of that year, seniority rights shall govern hiring processes as per Section 10.5. of the collective bargaining agreement.**
- 14. If the displaced employee has applied for and is unable to obtain a continuing position by August 15<sup>th</sup>, the District will ensure the employee remains whole by assigning the employee to an unfilled position for which the employee has applied. The employee shall be placed in an open available position over more senior employee(s) in order to keep the employee whole. This shall occur no later than September 15<sup>th</sup>.**
15. If no open positions are available **Up until September 30th of the following school year,** between September 15<sup>th</sup> and 30<sup>th</sup>, the District and PSE will assign the employee to a position as a temporary floating paraeducator with the following rights:
  - d. The employee will be assigned to a long-term substitute or temporary position if available and shall maintain contracted hours and benefits.
  - e. If no long-term substitute or temporary positions are available, the employee shall be given precedence over other substitutes in assignments and shall maintain contracted hours and benefits.
  - f. The employee will be required to continue to apply for available positions and will be given precedence over senior employees in hiring.

16. The displaced employee is required to immediately begin to apply for available positions for which they are interested or qualified. (Employees are entitled to equivalent continuing hours that were held at time of displacement.) Failure to do so and/or failure to accept a temporary position explained above and assigned by the District will result in the employee being placed in the substitute pool as per Section 10.8. of the Collective Bargaining Agreement. The employee is no longer considered “displaced” once the employee has obtained or has been assigned to a regular position, (a “temporary floating paraeducator” position is not considered a regular position.) However, the employee may continue to apply for available positions as per Section 10.5. of the Collective Bargaining Agreement.
17. Employees notified of a reduction of hours will have the same rights as those listed above, or they may choose to accept the reduction of hours.
18. The displaced employee may choose to bypass the requirements of this agreement by requesting to be placed in the substitute pool as per Section 10.8.
19. Employees are entitled to equivalent continuing hours and qualifications to the employee’s previous position. However, if the employee chooses to take a position of less hours, that position and hours will become the employee’s new contracted time.
20. **By October 1<sup>st</sup> if the displaced employee is unable to obtain a position as per above, the employee may utilize “bumping rights”. The District and PSE shall meet and bargain the impact in order to protect the seniority of the employee and any other employees impacted. Should the District offer the displaced employee a position and the employee declines, bumping rights shall not apply.**

**9-29-21 PSE counter: to keep the above with the following counter:**

21. **By October 1<sup>st</sup> if the displaced employee is unable to obtain a position as per above, the employee may utilize “bumping rights”. The District and PSE shall meet and bargain the impact in order to protect the seniority of the employee and any other employees impacted. Should the District offer the displaced employee a position and the employee declines, bumping rights shall not apply, so long as the employee has been offered a position with same hours, similar duties such as lifeskills to lifeskills, etc., and proximity to current location (East, Central, West).**

PSE ISSUE # 31

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**New Section 7.10.**

**Employees shall be given time each day to check their e-mail, such time shall be built into their daily schedule. No employee shall be required to check their work emails on their own time.**

**District declines 9.29.21**

**9-29-21 PSE COUNTER:**

**New Section 7.10.**

**No employee shall be required to check their work emails on their own time.**

PSE ISSUE # 32

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**New Section:**

**All SPED paraeducators shall receive two (2) extra days for preparation before school starts.**

**DISTRICT COUNTER 8.24.21**

**All SPED paraeducators may work one (1) day prior to school starting if meaningful work exists. Requests for work will be pre-approved by the building administrator. The employee will accrue flex time to be used during fall conferences.**

**9-29-21 PSE COUNTER:**

**All SPED paraeducators may work one (1) day prior to school starting if meaningful work exists. Requests for work will be pre-approved by the building administrator. The employee will accrue flex time to be used during fall conferences.**

**TA Needs signed**

PSE ISSUE # 35

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**Section 12.1.**

The parties agree to abide by state law relating to School District Employees Benefits. The School District shall not use state benefit allocations for any purpose other than insurance benefits.

**Section 12.2. Contributions.**

The District shall contribute an amount, equal to the state contribution, beginning September 1<sup>st</sup> of each year, and continuing for twelve (12) months thereafter (August 31), for each full-time equivalent employee in the bargaining unit and a prorated amount of same for all regular part-time employees, to be used for the purchase of insurance benefits.

**Section 12.3. Eligibility.**

Those employees projected to be working three (3) hours or more shall be eligible to receive a District contribution, based on State Allocation amounts, for the selected benefits (both mandatory and optional) that is a prorated percentage of a full-time equivalent employee's contribution. The percentage of full-time equivalence (FTE) will be determined by projecting the expected work year for an employee and finding the percentage that the projection is of a full-time position. A full-time position, for purpose of insurance benefits, is defined as 1,440 hours per year.

Employees may also cover their spouses, registered domestic partners as defined by law, and/or family members.

**Section 12.4. Continuing Eligibility.**

To continue to remain eligible for the District insurance contribution, employees must meet the following criteria:

1. Work at least five (5) days, or be in a paid status, within a contracted work month. (this could include donated leave).
2. Be on an authorized leave that meets the eligibility requirements of the Family Medical Leave Act (FMLA).

Employees who do not maintain these eligibility requirements will be responsible for self-paying the entire insurance amount for that month (entire amount includes: district allocation/pool allocation and out of pocket expenses). Employees who cannot self-pay the entire amount for that month may not receive coverage the following month.

Employees may opt to reinstate their optional coverages once eligibility has been re-established and if their absence is recognized in the criteria of the Family Medical Leave Act.

Employees, who fail to meet the eligibility requirements listed above, and the continuing eligibility requirements due to extreme and exigent circumstances, must contact the Benefits Office to discuss the status of their insurance coverage.

The district payroll/benefits office will notify employees of all their options prior to cancellation of any insurance benefits.

### **From LOA**

#### **Section 12.22. SEBB.**

Beginning January 1, 2020, and each year thereafter the parties agree to abide by the provisions of ESHB 1109 which has mandated the creation of the School Employees Benefit Board (SEBB). The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

The parties acknowledge that Sections: 12.2, 12.3., 12.4., 12.8., 12.9., 12.10., 12.11., 12.12., 12.13., 12.14., and 12.15., sunsets with the implementation of the SEBB. The parties also acknowledge that there will continue to be unanticipated impacts as SEBB is implemented. The parties agree to meet and confer about the impacts of the implementation of SEBB through Labor Management.

#### **Eligibility**

- SEBB health care plans are available for individual employees who work a minimum of 630 hours or are anticipated to work 630 hours or more in school year (September 1 – August 31).

#### **Programs**

The regionally accessible health care programs provided by SEBB carriers will be available to employees and will include:

##### ***REQUIRED (100% covered premium)***

- Vision
- Dental
- Basic Life
- Long Term Disability

- AD&D Insurance

### **Voluntary**

- SEBB medical plans

### **Other Benefits**

Flexible Spending Arrangement, Medical Flex, Savings Accounts, Dependent Care Assistance and other voluntary employee paid SEBB programs will be available to employees under terms as determined by SEBB. The District will provide access to an Employee Assistance Program at no cost to the employee. Other Non-SEBB programs are available to employees but are not funded from the amount provided by the District.

The District and Association will mutually determine non-SEBB voluntary plans. These plans may not be implemented without prior written agreement of the District and Association. A list of the programs eligible for payroll deduction is available at the District payroll office.

### **Enrollment Period**

Enrollment period will be from October 1<sup>st</sup> to November 15<sup>th</sup> or as otherwise set by SEBB. When the enrollment ends, no insurance options may be added or deleted during the contract year except for changes in family status or job status. If an employee fails to enroll within the open enrollment period the employee will be placed on the default medical, dental and vision plans as determined by SEBB.

If an employee is hired after the open enrollment period, he or she may enroll in approved plans prior to the first day of the following month. If the employees fails to enroll, they will be placed in a default medical, dental and vision plans as determined by SEBB. Coverage will begin the first day of the month following the date of hire.

### **Termination of Benefits**

For employees who resign their position but are employed through the last workday of the school year, their resignation will be deemed effective on August 31<sup>st</sup> and their SEBB benefits will continue to that date. When resignation/termination takes places during the school year, the employee's SEBB benefits will continue to the last day of the month in which resignation/terminations occurs.

### **Sharing Health Care Contributions**

SEBB does not allow for dual coverage within SEBB.

Spouses/domestic partners who are both employees of the District may choose to enroll both employees for medical coverage under one (1) SEBB account along with medical and required benefits for their dependents. However, each employee must register for dental, vision and other required benefits under their own SEBB account.

### **Health Care Authority (HCA)**

The Health Care Authority contribution will be paid in full by the district through December of 2019. Starting in January of 2020, The HCA contributions will be paid in full by the district SEBB remittance.



**Ineligibility**

If the District does not anticipate an employee will be eligible, they must notify the employee as per all SEBB rules and laws. The District will not deny or limit an employee's work hours for the purpose of preventing SEBB benefit eligibility.

**Section 12.23. VEBA Contribution.**

**In the February payroll processing the District agrees to allocate the balance of unused pool allotment as a contribution to an individual employee VEBA account for each SEBB eligible employed by December 31<sup>st</sup> based on (unused pool/unit total SEBB eligible FTE) x employee FTE percentage = contribution to employee VEBA account.** VEBA will be bargained with Schedule A in the spring of 2020. **(this never occurred and will become part of our Schedule A proposal)**

**The district did distribute pooling dollars.**

**9-29-21 PSE never saw this distributed since 2020 and it was not bargained away HOLDING**

PSE ISSUE # 37

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**Section 13.1.**

It is mutually agreed that the Association and the District will cooperate in developing in- service programs needed by the District and the Association members. A committee shall consist of six (6) members with four (4) from the Association and two (2) from the District. **Such members shall be paid for their time at their regular rate of pay.** The District shall budget five thousand dollars (\$5,000.00) per year to provide for in-service training. The District and Association Staff Development Committee will jointly determine the expenditure of these funds. A financial report shall be provided to the Chapter President within two (2) weeks of a written request. **If remaining funds exist they shall roll-over to the next school year.**

The District will provide two thousand dollars (\$2,000.00) **which is separate from the above allotted amount** to be allocated exclusively by the District as needed for State or Federally mandated testing/classes.

**District Holds on CCL until a decision is made on wage proposals. 9.29.21**

**9-29-21 PSE HOLDS**

PSE ISSUE # 38

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**The district declines this proposal 9.7.21**

These classes are offered throughout the year. Those offering the trainings do not ask if the training is required. These classes are for both certificated and classified staff.

**New Section**

**All employees may request to become CPI, AED, CPR and First Aid trained, even if their job does not require such training. Employees requiring the training will be provided opportunities first. Such training shall commence no later than ninety (90) work days after the request is made.**

**9-7-21 PSE HOLDS for discussion on safety**

**District Holds 9.15.21**

**9-15-21 PSE COUNTERS:**

**New Section 13.6.**

**Employees may request to their supervisor professional training on behavior management, reasonable requests will not be denied.**

**9-29-21 PSE HOLDS**

**New Section 13.6.**

**Employees may request to their supervisor professional training on behavior management, reasonable requests will not be denied.**

**District Counter 9.29.21**

**The District will offer at least 2 professional development trainings on behavior management each year through pdEnroller. Registration shall be open to all paraeducators to attend.**

**9-29-21 PSE agrees so long as employees shall be paid for the time spent in such trainings or offered clock hours.**

PSE ISSUE # 39

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**DISTRICT COUNTER 8.5.21**

**District declines proposal**

**CCL**

**Any issues employees have may be reported to HR.**

**Section 13.5. Safe Schools Training.**

Paraeducators who complete mandatory Safe Schools training prior to the first (1<sup>st</sup>) day of school shall be paid ~~for all the time that is required to take the modules.~~ the allotted amount of time for taking the modules.

Employees who choose not to do the mandatory Safe Schools training during the above timeframe shall complete the Safe Schools training on early release days no later than October 1<sup>st</sup>. Failure to complete Safe Schools by October 1<sup>st</sup> employees could be subject to discipline. New employees must complete Safe Schools within thirty (30) calendar days of hire.

**8-5-21 PSE open to other options but still want to allow for employees to take before school. We did like the suggestion that Doug had about finishing them during another time. Such time isn't provided prior to the first day of school, this needs to occur so employees know. Also, not everyone has the same amount of modules.**

**District Counter 9.15.21**

**Section 13.5. Safe Schools Training.**

Paraeducators who complete mandatory Safe Schools training prior to the first (1<sup>st</sup>) day of school shall be paid ~~for all the time that is required to take the modules.~~ the allotted amount of time for taking the modules. An additional 15 minutes will be allowed for those unable to complete the modules in the allotted amount of time.

Employees who choose not to do the mandatory Safe Schools training during the above timeframe shall complete the Safe Schools training on early release days no later than October 1<sup>st</sup>. Failure to complete Safe Schools by October 1<sup>st</sup> employees could be subject to discipline. New employees must complete Safe Schools within thirty (30) calendar days of hire.

**9-15-21**

**Section 13.5. Safe Schools Training.**

Paraeducators who complete mandatory Safe Schools training prior to the first (1<sup>st</sup>) day of school shall be paid ~~for all the time that is required to take the modules.~~ the allotted amount of time for taking the modules. An additional 15 minutes will be allowed for those unable to complete the modules in the allotted amount of time. **If the employee is unable to complete the safe schools training in the allotted time, the employee may complete the remaining safe schools training during the workday.**

Employees who choose not to do the mandatory Safe Schools training during the above timeframe shall complete the Safe Schools training on early release days no later than October 1st. Failure to complete Safe Schools by October 1<sup>st</sup> employees could be subject to discipline. New employees must complete Safe Schools within thirty (30) calendar days of hire.

**9-29-21 PSE HOLDING for District response**

**District Counter 9.29.21**

**Section 13.5. Safe Schools Training.**

Paraeducators who complete mandatory Safe Schools training prior to the first (1<sup>st</sup>) day of school shall be paid ~~for all the time that is required to take the modules.~~ the allotted amount of time for taking the modules. An additional 15 minutes will be allowed for those unable to complete the modules in the allotted amount of time. **If the employee is unable to complete the safe schools training in the allotted time, the employee may complete the remaining safe schools training during the workday when not working directly with students or with prior approval from their supervisor.**

Employees who choose not to do the mandatory Safe Schools training during the above timeframe shall complete the Safe Schools training on early release days no later than October 1st. Failure to complete Safe Schools by October 1<sup>st</sup> employees could be subject to discipline. New employees must complete Safe Schools within thirty (30) calendar days of hire.

**9-29-21 PSE counters**

**Section 13.5. Safe Schools Training.**

Paraeducators who complete mandatory Safe Schools training prior to the first (1<sup>st</sup>) day of school shall be paid ~~for all the time that is required to take the modules.~~ the allotted amount of time for taking the modules. An additional 15 minutes will be allowed for those unable to complete the modules in the allotted amount of time. **If the employee is unable to complete the safe schools training in the allotted time, the employee may complete the remaining safe schools training during the workday when not working directly with students, upon supervisor approval, or with prior approval from their supervisor.**

Employees who choose not to do the mandatory Safe Schools training during the above timeframe shall complete the Safe Schools training on early release days no later than October

1st. Failure to complete Safe Schools by October 1<sup>st</sup> employees could be subject to discipline.  
New employees must complete Safe Schools within thirty (30) calendar days of hire.

PSE ISSUE # 41

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**New Section. Health and Safety.**

**Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site. The Safety committee with have representation from the KAESP Bargaining Unit. Meetings will be conducted on work time and count as hours worked, if outside the workday such time will be paid at the employee's regular rate of pay.**

**District Declines 9.29.21**

**9-29-21 PSE COUNTER:**

**The Safety committee with have representation from the KAESP Bargaining Unit. Meetings will be conducted on work time and count as hours worked, if outside the workday such time will be paid at the employee's regular rate of pay.**

PSE ISSUE # 43

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**From Letter of Agreement District and PSE to go over these requirements and ensure accuracy**

**Section 14.5. Minimum Employment Requirements for Paraeducators.**

Paraeducators will be defined as a classified public school or school district employee who works under the supervision of a certified or licensed staff member, from kindergarten to 12<sup>th</sup> grade to support and assist in providing instructional and other services to students and their families, including library assistant excluding bus monitors, lunchroom aides and community service aides. (WAC 179-01-020).

**Effective September 1, 2019** All paraeducators must meet the following minimum requirements per RCW 28A.413.040:

1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; **and**
2. (a) Have received a passing grade on the education testing service paraeducator assessment;  
**or**  
(b) Hold an associate of arts degree; **or**  
(c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher education **or**  
(d) Have completed a registered apprenticeship program.

**Section 14.6.**

The Paraeducator Standards Board (PESB) and the State of Washington have determined that all Paraeducators must begin a formal and State approved certification process. **beginning with the 2019-20 school year.**

The certification requirements are as follows:

1. **It is a Washington State requirement that all Paraeducators must be certified in the Fundamental Course of Study (FCS) by the end of the 2020-21 school year.** Cashiers are not required to complete the FCS or any other coursework, unless the cashier is also working as a classroom Paraeducator.
2. The PESB has outlined the requirements for twenty-eight (28) hours of training that the District is required to provide for all current paraeducators by the end of the 2021-22 school year. Paraeducators hired after Sept 1, 2019 will have two (2) years from the date of hire to complete these requirements.
3. In addition, each Paraeducator must complete a Paraeducator Certificate within three **(3)** years of employment for newly hired employees. Current employees must complete the Certificate by the end of the 2022-23 school year. This certificate requires an additional



seventy (70) hours of training that can be obtained through the District, or other training as certified by OSPI. Clock hours must be certified prior to taking the course.

4. Optional certificates in SPED (20 hours) and ELL (20 hours) may also be earned. The hours earned for optional certificates may also count toward the required certificate.
5. For the 2019-20 school year fourteen (14) hours of training is budgeted by the State and therefore, will be the only training provided by the District or the District's designee.
6. The District is responsible for providing required training. Paraeducators will receive pay for any time in training that is outside of the normal workday.

### **Paraeducator Responsibilities**

Each Paraeducator is responsible to do the following:

1. Register for courses provided by the District or its designee, in District approved registration process.
2. Maintain course completion documentation as directed by the District.
3. **Complete the courses as defined by law.**
4. Complete fourteen (14) hours of OSPI approved clock hours by August 31, 2020.
5. **Note that failure to meet the requirement of attending fourteen (14) hours of training may lead to termination of employment.** However, the District recognizes that scheduling and limiting attendance at each training may impact the employee's ability to complete training. Therefore, if employees fail to meet qualifications, the District and PSE will address each employee on a case-by-case basis.

### **District Responsibilities**

The District will be responsible to do the following:

1. Schedule trainings that meet the requirements of PESB and **twenty-eight (28) hours** ~~fourteen (14) hours~~ in the Fundamental Course of Study.
2. Provide a process for registration and maintenance of clock hour records, and to provide instructions/documentation to Paraeducators on all processes and requirements.
3. Provide multiple opportunities for all Paraeducators to **obtain fourteen (14) hours of** clock hour training in the Fundamental Course of Study **during the 2019-20 school year, including training in August of 2020, within the two weeks prior to the start of school.**

Each employee shall be paid his or her current hourly rate of pay for all required trainings. These trainings will occur on: professional development days, early release days and conference days. Trainings will need to be completed no later than the last day of school unless otherwise agreed upon between the Association and District.

## **District Counter 9.29.21**

### **Section 14.5. Minimum Employment Requirements for Paraeducators.**

Paraeducators will be defined as a classified public school or school district employee who works under the supervision of a certified or licensed staff member, from kindergarten to 12<sup>th</sup> grade to support and assist in providing instructional and other services to students and their families, including library assistant excluding bus monitors, lunchroom aides and community service aides. (WAC 179-01-020).

~~Effective September 1, 2019~~ All paraeducators must meet the following minimum requirements per RCW 28A.413.040:

3. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; **and**
4. (a) Have received a passing grade on the education testing service paraeducator assessment;  
**or**  
(b) Hold an associate of arts degree; **or**  
(c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher education **or**  
(d) Have completed a registered apprenticeship program.

### **Section 14.6.**

The Paraeducator Standards Board (PESB) and the State of Washington have determined that all Paraeducators must begin a formal and State approved certification process. ~~beginning with the 2019-20 school year.~~

The certification requirements are as follows:

7. ~~It is a Washington State requirement that all Paraeducators must be certified in the Fundamental Course of Study (FCS) by the end of the 2020-21 school year.~~ Cashiers are not required to complete the FCS or any other coursework, unless the cashier is also working as a classroom Paraeducator.
8. The PESB has outlined the requirements for twenty-eight (28) hours of training that the District is required to provide for all current paraeducators by the end of the 2021-22 school year. Paraeducators hired after Sept 1, 2019 will have two (2) years from the date of hire to complete these requirements.
9. In addition, each Paraeducator must complete a Paraeducator Certificate within three **(3)** years of employment for newly hired employees. Current employees must complete the Certificate by the end of the 2022-23 school year. This certificate requires an additional seventy (70) hours of training that can be obtained through the District, or other training as certified by OSPI. Clock hours must be certified prior to taking the course.
10. Optional certificates in SPED (20 hours) and ELL (20 hours) may also be earned. The hours earned for optional certificates may also count toward the required certificate.
11. ~~For the 2019-20 school year fourteen (14) hours of training is budgeted by the State and therefore, will be the only training provided by the District or the District's designee.~~
12. The District is responsible for providing required training. Paraeducators will receive pay for any time in training that is outside of the normal workday.

### **Paraeducator Responsibilities**

Each Paraeducator is responsible to do the following:

6. Register for courses provided by the District or its designee, in District approved registration process.
7. ~~Maintain course completion documentation as directed by the District.~~
- 8. Complete the courses as defined by law.**
9. ~~Complete fourteen (14) hours of OSPI approved clock hours by August 31, 2020.~~

**10. Note that failure to meet the requirement of attending fourteen (14) hours of training may lead to termination of employment.** However, the District recognizes that scheduling and limiting attendance at each training may impact the employee's ability to complete training. Therefore, if employees fail to meet qualifications, the District and PSE will address each employee on a case-by-case basis. We would like to discuss why you want this removed.

### **District Responsibilities**

The District will be responsible to do the following:

4. Schedule trainings that meet the requirements of PESB and **twenty-eight (28) hours fourteen (14) hours** in the Fundamental Course of Study.
5. Provide a process for registration and maintenance of clock hour records, and to provide instructions/documentation to Paraeducators on all processes and requirements.
6. Provide multiple opportunities for all Paraeducators to **obtain fourteen (14) hours of** clock hour training in the Fundamental Course of Study **during the 2019-20 school year, including training in August of 2020, within the two weeks prior to the start of school.**

Each employee shall be paid his or her current hourly rate of pay for all required trainings. These trainings will occur on: professional development days, early release days and conference days. Trainings will need to be completed no later than the last day of school unless otherwise agreed upon between the Association and District.

**9-29-21 PSE TA agree to leave wording in and as presented above.**

PSE ISSUE # 44

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**New Section:**

**Employees will have the availability to confirm their timecard for accuracy prior to submission to payroll.**

**District declines this proposal. We believe this can be handled at the building level and will not be the same in every building. 9.29.21**

**9-29-21 PSE COUNTER**

**PSE is still having issues with timecards and working it out at the building level is not working. We have to agree on a fair system that treats people equally.**

PSE ISSUE # 45

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**New Section:**

**The District will reimburse employees for the cost to obtain the certificates and or clock hours of which are a part of the paraeducator certificate program, up to a total of four (4) certificates.**

**The District declines this proposal. 9.29.21**

**9-29-21 PSE COUNTERS:**

**The District will reimburse employees for the cost to obtain the certificates and or clock hours of which are ~~mandatory to maintain their employment as a paraeducator as part of the paraeducator certificate program from PESB. a part of the paraeducator certificate program, up to a total of four (4) certificates.~~**

PSE ISSUE # 50

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE HOLDS**

**The district shall agree to an additional 1% increase above what is negotiated to replace the VEBA funding.**

The District Schedule A proposal and/or the other financial offers is inclusive of this 1% 9.29.21

**9-29-21 PE COUNTER:**

**This was never stated prior and there was not an additional percentage added to the previous counter.**

## PSE KAESP PROPOSALS

PSE ISSUE # 51

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**9-29-21 PSE need the second page counter from PSE 11.**

**This was about flex time, but don't have the second TA page for this. Need to find the language that was agreed upon. Was referred to #11 this was countered on.**

## PSE KAESP PROPOSALS

PSE ISSUE # 52

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

### **9-29-21 PSE HOLDS**

Proposing adding language on how leaves are accrued for sick and personal, so employees understand the process. District to provide an example that can be added into the contract.

### **Previous proposal from 8.5.21**

**Sick leave is accrued 1 day per month based on an employees base contracted hours. No sick leave is accrued in July/August for 10-month employees. To accrue sick leave in a given month an employee must have worked at least 11 days in that month.**

**Three (3) personal days are awarded if an employee is hired in the 1<sup>st</sup> semester and 1.5 days if hired in the 2<sup>nd</sup> semester. If an employee is hired for less than 30 days left in the contracted school year they will not receive any personal days.**

### **9-29-21 PSE COUNTER:**

**Are you not able to make a chart like you did for the vacation? Doesn't payroll have something? Holding on this issue**



# PSE KAESP PROPOSALS

PSE ISSUE # 53

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

## **9-29-21 PSE HOLDS**

### **New Section:**

**No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health. Employees without required vaccinations may only be excluded from the work site if so, ordered by the Washington State Department of Health.**

**If an employee submits documentation authorizing a medical exemption from a required immunization, they shall be provided the opportunity to work off-site, or if they choose not to work, shall be entitled to utilize any paid or unpaid leave options available.**

**9.29.21 District Declines This has been ordered by the Governor.**

**9-29-21 PSE we hold this is for vaccines in the future not just COVID**

## PSE KAESP PROPOSALS

PSE ISSUE # 54

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

---

### **New Section:**

**When paraeducators are absent in any sped room and the District fails to obtain a substitute for that employee, the paraeducator or paraeducators assuming the extra duties within that classroom will obtain overload pay, of which is one and a half (1.5) times the employees rate of pay.**

**The district declines this proposal 9.15.21**

### **9-15-21 PSE COUNTER:**

#### **New Section:**

**When paraeducators are absent in any Lifeskills, Autism, and Developmental Therapy sped room and the District fails to obtain a substitute for that employee, the paraeducator or paraeducators assuming the extra duties within that classroom will obtain an additional five dollars (\$5.00) per hour. overload pay, of which is one and a half (1.5) times the employees rate of pay.**

**9-29-21 PSE holds on 9-15-21 counter**

**District declines 9.29.21**

**9-29-21 PSE holds on language with \$4.00 per hour.**

PSE ISSUE # 58

DISTRICT TA SIGNATURE \_\_\_\_\_

PSE TA SIGNATURE/DATE \_\_\_\_\_

**Steps: 7% increase to all steps excluding ECEAP with an additional 1% for VEBA for a total of 8%**

**Longevity: Year 16 @ 2% and Year 19 an additional 2%**

**SPED and Intervention paras stipend increase to \$2.50 more per hour for those employees assigned to all sped positions including resource**

**Retitle Tier with Actual positions names on the line item, confusing because often the program is called Tier as well.**

**A lengthy discussion to be had about ECEAP and moving forward on positinos and titles.**

**ECEAP Lead Teachers \$11 an hour increase for each step; longevity would remain the same percentage**

**ECEAP Family Support \$8 an hour increase for each step; longevity would remain the same percentage**

**Floaters (need discussion around this position more)**

**9-29-21 See Schedule A attachment**

**9.29.21 Schedule A Proposal**

**9-29-21 PSE Holds on our proposal we feel it is fair. Offering temporary money without increasing anything else, is only putting a band-aid on the problem. While we are not opposed to a short term stipend but need a bigger wage commitment from the Disrict.**

**PSE resubmits proposal from 9-15-21.**