

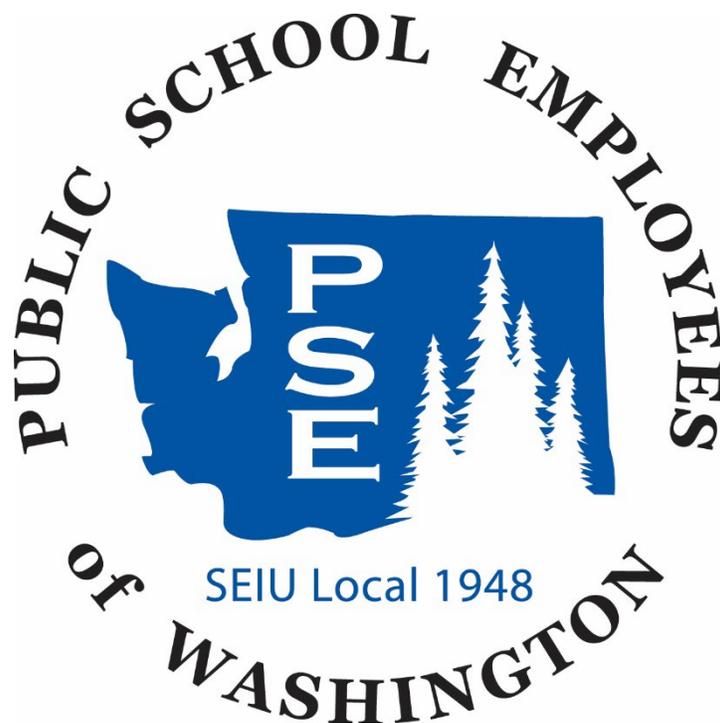
COLLECTIVE BARGAINING AGREEMENT BETWEEN

**KENNEWICK SCHOOL DISTRICT #17**

AND

**PUBLIC SCHOOL EMPLOYEES OF KENNEWICK KAESP  
(PARAEDUCATORS)**

SEPTEMBER 1, 2024– AUGUST 31, 2027



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

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1  
2 **Section 1.5. Temporary Position.**

3 Temporary position is defined as lasting one (1) school year or less and posted as “temporary.”  
4  
5

6 **ARTICLE II**

7  
8 **RIGHTS OF THE EMPLOYER**  
9

10 **Section 2.1.**

11 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
12 vested in management officials of the District. Included in these rights in accordance with and subject  
13 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work  
14 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
15 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
16 release employees from duties because of lack of work or for other legitimate reasons. The District  
17 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
18 means, and the personnel by which operations undertaken by the employees in the unit are to be  
19 conducted.  
20

21 **Section 2.2.**

22 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
23 District. In making rules and regulations relating to personnel policies, procedures, and practices, and  
24 matters of working conditions, the District shall give due regard and consideration to the rights of the  
25 Association and the employees and to the obligations imposed by this Agreement.  
26  
27

28 **ARTICLE III**

29  
30 **RIGHTS OF EMPLOYEES**  
31

32 **Section 3.1.**

33 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
34 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
35 The freedom of such employees to assist the Association shall be recognized as extending to  
36 participation in the management of the Association, including presentation of the views of the  
37 Association to the Board of Directors of the District or any other governmental body, group, or  
38 individual. The District shall take whatever action required or refrain from such action in order to  
39 assure employees that no interference, restraint, coercion, or discrimination is allowed within the  
40 District to encourage or discourage membership in any employee organization.  
41

42 Duly elected or appointed members of committees or delegations and all Executive Board members  
43 will be allowed a reasonable amount of time to conduct Association business without loss of pay or  
44 benefits.  
45

1 **Section 3.2.**

2 Each employee shall have the right to bring matters which they feel violate their rights under this  
3 contract to the attention of appropriate Association representatives and/or appropriate officials of the  
4 District.

5  
6 **Section 3.2.1.**

7 Job descriptions are furnished at the time of hire for each position. All current job descriptions  
8 shall be provided to the Association President/Co-Presidents. They are available in the Human  
9 Resource Department and shall be furnished upon request.

10  
11 **Section 3.3.**

12 Employees subject to this Agreement have the right to have Association representatives or other  
13 persons present at discussions between themselves and supervisors or other representatives of the  
14 District as hereinafter provided.

15  
16 **Section 3.4.**

17 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,  
18 exclusive of compensation for services rendered to appropriate officials of the Association.

19  
20 **Section 3.5.**

21 The Kennewick School District No.17 does not discriminate on the basis of sex, race, creed, religion,  
22 color, national origin, age, honorably discharged veteran or military status, sexual orientation including  
23 gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of  
24 a trained dog guide or service animal by a person with a disability in its programs and activities and  
25 provides equal access to the Boy Scouts and other designated youth groups. This holds true for all  
26 students who are interested in participating in all education programs and/or extra-curricular school  
27 activities in the Kennewick School District.

28  
29 **Section 3.6.**

30 Each employee reserves the right to see all material placed in his/her personnel file and to review the  
31 entire file on request, provided the request is made at the District Human Resources office during  
32 regular working hours. All derogatory material contained in the file shall be removed no later than  
33 twenty-four (24) months after its placement in the file upon employee request. The provisions of this  
34 section shall not apply to annual evaluation material. The employee shall have the right to respond, in  
35 writing, to any materials in the file and have such response become a part of the file.

36  
37 Findings relating to offenses against children may remain in the employee's personnel file for up to  
38 five (5) years. These offenses may include but are not limited to those criminal offenses defined by  
39 Washington State law, hitting, striking, slapping, inappropriate touching or caressing of a student or  
40 causing the student to suffer physical harm. The employee will have their due process rights after a  
41 reported incident, and therefore will have the chance to review and respond to any allegation prior to it  
42 being placed in their personnel file. However, no documents shall be placed in an employee's  
43 personnel file until the conclusion of the investigation.

44  
45 Findings related to sexual misconduct involving children as defined in RCW 26A.400 will remain in  
46 the employee's personnel file indefinitely.



1 **Section 3.7.**

2 The District shall provide each new employee with a copy of this Agreement to be furnished to the  
3 District by the Association. A copy of the contract is also found on the District website or on the PSE  
4 website at [www.pseclassified.org](http://www.pseclassified.org).

5  
6 **Section 3.8.**

7 Employees who administer student catheterization services shall be provided the training as needed. If  
8 the job posting and description that the employee was hired under does not include providing  
9 catheterization services, they shall have the right of refusal as described under RCW 28A.210.280.

10  
11 **Section 3.9.**

12 The District will follow the state law regarding employees delegated to administer medications  
13 regarding epilepsy/seizure disorders. No employee will be required to perform such duties unless  
14 indicated on their job description when hired, unless the employee volunteers to do so in writing and is  
15 properly trained as per state law. This excludes classified LPNs. The District will follow RCW  
16 28A.210.350 regarding immunity.

17  
18 **Section 3.10.**

19 In the event an employee or supervisor requests a restorative/mediation meeting between co-workers  
20 such meeting shall be voluntary.

21  
22 **Section 3.11.**

23 District policy form 5150 of District policy 5150, shall be used when filing a bullying or intimidation  
24 complaint. The complainant shall be notified when the investigation is concluded.

25  
26 **Section 3.12.**

27 Employees requested to proctor exams shall be allowed time during the workday to study for the test to  
28 become a certified proctor if a test is required. If such time is not available during the workday the time  
29 spent outside the workday will be compensated at the employee's regular rate of pay, comp time, or  
30 flextime. Such time shall be mutually agreed upon between the employee and supervisor in writing,  
31 either by email or by utilizing the Flextime Tracker.

32  
33 **Section 3.13.**

34 Employees will be allowed transition time from each assignment. Assignments and schedules will  
35 reflect transition time. Transition time is not part of the employee's break or lunch.

36  
37 **Section 3.14. Electronic Recordings, Monitoring, and Surveillance.**

38 The District and the Association recognize the necessity of the use of video or other electronic  
39 recordings in common areas for safety and security purposes and recognize the need to balance safety  
40 and security concerns with employees' reasonable expectation of a fair level of privacy in the  
41 workplace.

42  
43 The District will not use audio, video, or other electronic surveillance in individual classrooms or work  
44 areas – excluding common areas used as classrooms, like libraries and gymnasiums – without the prior  
45 knowledge and written approval of the employee. Electronic surveillance information may not be used  
46 as evidence of unsatisfactory or basic performance in the evaluation process.

1 No administrator or District employee will use electronic surveillance recordings with the intent to  
2 identify potential misconduct of employees. Information obtained from surveillance cameras will not  
3 be used as a basis for disciplinary action, except to verify or contradict a specific, credible allegation.  
4 If, when viewing video for legitimate purposes, a District administrator finds policy violations or  
5 criminal behavior, the District may use the video to address the situation.  
6

7 The District will take proper steps to ensure students do not make audio or video recordings or take  
8 photographs of employees without the employee's knowledge and consent. The District will take  
9 appropriate disciplinary action with students, in accordance with harassment, cyber bullying, or other  
10 applicable District policies.  
11

## 12 **ARTICLE IV**

### 13 **RIGHTS OF THE ASSOCIATION**

#### 14 **Section 4.1.**

15 The Association has the right and responsibility to represent the interests of all employees in the unit;  
16 to present its views to the District on matters of concern, either orally or in writing; to consult, upon  
17 request, with respect to the formulation, development and implementation of practices which are  
18 within the authority of the District, including the manner and method of any reduction in force because  
19 of lack of work or other legitimate reasons.  
20

#### 21 **Section 4.1.1 Privileged Communication.**

22 It is the fiduciary duty of PSE to act on behalf of the members it represents pertaining to  
23 privileged communication regarding employment relations with the employer; this includes all  
24 personnel matters, grievances, labor disputes, wages, rates of pay, hours of employment, all  
25 working conditions and collective bargaining. The employer will follow all applicable laws  
26 relating to privileged communication.  
27

#### 28 **Section 4.2.**

29 The Association shall promptly be notified by the District of any grievances or disciplinary actions of  
30 any employee in the unit in accordance with provisions of the discharge and grievance procedure  
31 articles contained herein. The Association is entitled to have an observer at hearings conducted by any  
32 District official or body arising out of grievance and to make known the Association's views  
33 concerning the case.  
34

#### 35 **Section 4.3.**

36 The Association reserves and retains the right to delegate any right or duty contained herein to  
37 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
38 Organization.  
39

#### 40 **Section 4.4.**

41 Representatives of the Association, upon making their presence known to the District, shall have  
42 access to the District premises during business hours, provided, that no conferences or meetings  
43 between employees and Association representatives will in any way hamper or obstruct the normal  
44 flow of work.  
45  
46  
47  
48

1 **Section 4.5. District Mail.**

2 The Association will have the use of the District mail and email service to announce meetings or  
3 workshops. The Association agrees to defend and hold the District harmless against any legal action  
4 brought against the District in reference to the Association’s use of the District mail or email.  
5

6 **Section 4.6.**

7 The Chapter President/Co-Presidents/Designee shall be included in the drafting of the school calendar.  
8

9 **Section 4.7.**

10 The Safety Committee will invite a KAESP bargaining unit member to building safety meetings. If  
11 meetings occur outside the workday such time will be paid at the employee’s regular rate of pay or the  
12 time may be used as flex time. If KAESP is not part of the committee, members may share safety  
13 concerns with their supervisor to be addressed by the committee.  
14

15 **Section 4.8.**

16 A special education task force and/or special education focused labor management meeting will be  
17 organized annually. The Association shall elect five (5) special education paraeducators for this task  
18 force, with representation from all levels (elementary, middle, and high), as well as various special  
19 education positions. The task force shall have the ability to allow more special education paraeducators  
20 and or special education teachers, or others that would have a positive impact on the task force.  
21

22 The District will be represented by a Special Education Administrators as well as the Director of  
23 Elementary Education and/or the Director of Secondary Education. The PSE Field Representative and  
24 the District HR Director may attend if needed.  
25

26 The purpose of this task force and/or special education focused labor management meeting is to  
27 address immediate issues as well as long term issues within the special education realm. This task  
28 force will focus on on-going training for current employees as well as developing a process for on-  
29 boarding new employees. All special education paraeducators will be paid their hourly rate of pay for  
30 all time spent on the task force. The task force will develop and establish a meeting time, although  
31 such meeting time shall be no less than every other month.  
32

33 **Section 4.9. Chapter Association Business.**

34 Time during work hours, whenever possible, will be allowed for Association representatives to attend  
35 meetings with the District. If such meetings with the District occur outside the Association  
36 representatives’ scheduled work hours, the Association representatives will be paid up to a maximum  
37 of one (1) hour of their regular pay rate per meeting. Such meetings shall be limited to:  
38

- 39 1. Labor Management Meetings
- 40 2. Formal investigation meetings where the District directs the employee to attend and up to one  
41 (1) representative to attend if requested by the employee.  
42

43 Additional exceptions may be made as agreed upon by both parties.  
44

45 **Section 4.10. Association Business Leave.**

46 The Kennewick School District will grant absences, not to exceed five (5) workdays, with pay to the  
47 Union President and four (4) other designated representatives of the Union to participate in Union  
48 regional and state meetings. The Union shall reimburse the District for the costs incurred in the above



1 paragraph for substitutes' pay and benefits, if hired, as a result of Association members attending such  
2 meetings. Notification will be given to the supervisor at least five (5) workdays prior to the date of the  
3 meeting of member(s) of the Union who shall be in attendance. The supervisor may accommodate a  
4 shorter period of notice under unusual circumstances. Additional release time beyond the maximum in  
5 this section may be jointly agreed to by the parties on a case-by-case basis through the labor  
6 management process.

7  
8 **Section 4.11. Right to Information.**

9 In order to effectively assist and participate in the resolution of issues, Contract enforcement, and good  
10 faith negotiations, PSE staff and the Association President, shall be entitled to receive copies of  
11 requested information. Requests for information shall be in writing and submitted to the Director of  
12 Human Resources, the reason for the request shall be communicated at the time of the request.

13  
14 **Section 4.11.1. Applicability of Public Disclosure Laws:**

15 Nothing in this Agreement precludes the District from providing documents in accordance with  
16 public disclosure laws. The District will notify the employee prior to the release of any  
17 requested record. Employees shall have four (4) business days to notify the District if they plan  
18 to file an injunction blocking the request.

19  
20  
21 **ARTICLE V**

22  
23 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

24  
25 **Section 5.1.**

26 Matters appropriate for consultation and negotiations between the District and the Association are  
27 wages, hours, and conditions of employment as directed by RCW 41.56.

28  
29 **Section 5.2.**

30 It is further recognized that this Agreement does not alter the responsibility of either party to meet with  
31 the other party to advise, discuss or consult regarding matters concerning working conditions not  
32 covered by this Agreement.

33  
34  
35 **ARTICLE VI**

36  
37 **ASSOCIATION REPRESENTATION**

38  
39 **Section 6.1.**

40 The Labor Management Committee is designed to allow the parties to meet at mutually scheduled  
41 times to discuss appropriate matters that do not require negotiations. The committee shall consist of the  
42 Association President/Co-Presidents and up to eight (8) members chosen by the Association, and the  
43 District Human Resources Director and up to eight (8) management representatives chosen by the  
44 District. Committee meeting times shall be mutually agreed upon between the parties. Should more  
45 attendees be needed each party may request for such presence.



1 **Section 6.2.**

2 Time during working hours, whenever possible, will be allowed Association representatives to discuss  
3 with the employee grievances and appropriate matters directly related to work situations in their area.  
4 Association representatives will guard against the use of excess time in the handling of such matters.  
5

6 **Section 6.3.**

7 When formal meetings are held between the Association and the District, each party shall be  
8 responsible for preparing its own minutes.  
9

10  
11 **ARTICLE VII**

12 **HOURS OF WORK AND OVERTIME**

13  
14  
15 **Section 7.1.**

16 Each employee shall be assigned in advance to their defined shift with designated times of beginning,  
17 ending, breaks, and lunch. Such shift shall not be permanently changed without two (2) weeks’ notice  
18 to the employee. The employee may waive the required notice period.  
19

20 **Section 7.2.**

21 Each employee shall be provided breaks and lunch periods as follows:  
22

- 23 • 4 hours - one uninterrupted 15-minute rest period
- 24 • 5 hours - one uninterrupted 15-minute rest period, and one 30-minute uninterrupted lunch
- 25 • 6 hours - one uninterrupted 15-minute rest period, and one 30-minute uninterrupted lunch
- 26 • 7 hours - one uninterrupted 15-minute rest period, and one 30-minute uninterrupted lunch
- 27 • 7.5 - 8 hours - two uninterrupted 15-minute rest periods – one in the am and one in the pm, and  
28 one 30-minute uninterrupted lunch.  
29

30 The program supervisor/administrator will not schedule lunch or breaks at the beginning or ending of a  
31 work shift. Meal periods shall not commence before the second hour of the shift, *unless agreed upon*  
32 *between both parties in writing.*  
33

34 Shifts of five (5) hours or more will have a scheduled thirty (30) minute unpaid, uninterrupted lunch  
35 period as near the middle of the shift as is possible. The immediate supervisor will determine the time  
36 for the lunch period.  
37

38 **Section 7.3.**

39 Employees required to work through their regular lunch periods will be given time to eat at a time  
40 agreed upon between the employee and supervisor. In the event the District requires an employee to  
41 forego their lunch period and the employee works their entire shift, including the lunch period, they  
42 shall be compensated for the foregone lunch period.  
43

44 **Section 7.3.1.**

45 If the classroom LPN is the only licensed health care provider available in the building at the  
46 time they are scheduled for lunch, they will be considered “on call” and will be paid during the  
47 thirty (30) minute lunch. This time will be entered in Timecard Online by the LPN.  
48



1 **Section 7.4.**

2 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the  
3 District will make every effort to notify each employee to refrain from coming to work. This  
4 notification shall be in the form of public radio/TV announcements and on the district website and  
5 automated notification system. Employees reporting to work shall receive a minimum of two (2) hours  
6 pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any  
7 such compensation in the event he/she has been actually notified by the District of the closure prior to  
8 leaving home for work.

9  
10 **Section 7.4.1. Rescheduling Workday.**

11 If an employee's workday is of less time than regularly scheduled, the employee shall have one  
12 (1) of the following four (4) options:

- 13  
14 A. The supervisor and the employee will mutually schedule the unworked hours.  
15 B. The employee may request debiting his/her vacation leave.  
16 C. The employee may accept a deduction of pay for the unworked hours.  
17 D. The employee may use emergency leave.

18  
19 If the employee does not select one (1) of the above options within three (3) days, she/he will  
20 accept the wage deduction, option "C". The employee will indicate the chosen option on  
21 Timecard Online by payroll cutoff for that work period. Failure to do so will result in the  
22 payroll secretary or payroll entering a deduction of pay.

23  
24 This section pertains to rescheduling of workdays as applicable to Section 7.4 only.

25 **Section 7.4.2. Make-Up Days.**

26 If school is closed due to inclement weather or other reasons, the employee will work on the  
27 District scheduled make-up days. If the District determines that the school year will be less than  
28 the contracted days of the employee, the District will provide opportunities to keep the  
29 employee whole.  
30

31  
32 **Section 7.5. Overtime.**

33 All hours worked in excess of forty (40) hours per workweek shall be compensated at the rate of one  
34 and one-half (1½) times the employee's base hourly rate.

35  
36 **Section 7.5.1.**

37 Paraeducators filling in for secretary staff for a period of two (2) hours or more, excluding  
38 breaks and lunch coverage, shall be paid a differential rate of one dollar and ninety cents  
39 (\$1.90) per hour.

40  
41 **Section 7.6. Compensatory Time.**

42 Compensatory time is to be earned at no less than one and one-half hours (1½) for each hour of  
43 employment for which overtime compensation is required. Employees may choose compensatory time  
44 in lieu of paid compensation for all hours worked over forty (40) in a week. All overtime hours shall  
45 first be approved by a supervisor unless an emergency arises. Teachers cannot approve overtime.  
46

1 **Section 7.7. Flextime.**

2 Employees who work hours in excess of their normally scheduled workday not exceeding forty (40)  
3 hours in a work week, may request to receive flextime as long as the flextime is taken within thirty  
4 (30) calendar days the hours are worked, unless flextime is used or banked for the following: any early  
5 release, snow days, two (2)-hour delays and conferences, when students are not in the building, or  
6 unless otherwise agreed upon between the employee and their supervisor. Flextime shall be computed  
7 at the rate of one (1) hour’s flextime for each one (1) hour worked. An employee’s flextime bank will  
8 not exceed a maximum of twenty (20) hours. An employee who has accrued twenty (20) hours of  
9 flextime must use accrued time before receiving additional flextime. All flex time must be pre-  
10 approved by the immediate supervisor or building administrator and tracked on a form, a sample is  
11 attached as an addendum to this Contract. The decision to accept flextime in lieu of payment is the  
12 employee’s decision. No employee shall be compelled to take flextime in lieu of compensation.  
13 Teachers cannot approve flextime. Paras who earn flextime and move to another building will work  
14 with their administrator to use flextime or will be cashed out prior to transferring to another building.  
15 When flextime hours are limited, these hours will be offered by seniority. Flextime bank is expected to  
16 be depleted by the last day of school. All school administrators are encouraged to utilize the flex time  
17 program to enable paras to continue to serve student building needs.

18  
19 **Section 7.8.**

20 No employee within our bargaining unit will be hired for less than two (2) hours, except as in  
21 accordance with Section 10.5.1.  
22

23 **Section 7.9. Early Release.**

24 Early release days are defined as those days, which are scheduled to be equal to or less than one-half  
25 (1/2) a regular school day, such as report card preparation, conferences, the day before a holiday, and  
26 the last day of school. The employee may use one of the following options on these early release days;  
27 after the students have been dismissed for the day:  
28

- 29 1. Work regularly scheduled hours.
- 30 2. Request vacation or personal leave for unworked hours.
- 31 3. Use sick leave for medical appointments.
- 32 4. Request compensatory time or flextime as accrued under Section 7.6 and 7.7.
- 33 5. Accept a deduction of pay for the unworked hours.

34  
35 If the employee does not select one (1) of the options within three (3) business days, they will accept a  
36 deduction of pay (#5). The employee will indicate the chosen option on Timecard Online by payroll  
37 cutoff for that work period. Failure to do so will result in the payroll secretary or payroll entering a  
38 deduction of pay.  
39

40 **Section 7.10. Call Back.**

41 Any employee called back to work shall receive no less than two (2) hours pay.  
42

43 **Section 7.11.**

44 All employees will be notified prior to October 1 for fall conferences and February 1 for spring  
45 conferences of the dates and times of when they will be required to work student conferences.  
46

47 **Section 7.12.**

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



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**Section 7.13.**

All special education paraeducators and LPNs may choose to work up to two (2) days prior to school starting if meaningful work exists. Request for work will be pre-approved by the building administrator. The employee will accrue flextime in accordance with Section 7.7.

**Section 7.14.**

LPNs required to ride the bus with their assigned student to and from school shall have the following options:

- Employee may choose to park their personal vehicle at the student’s home if the parents of the student agree. The paid time would begin at the designated pick-up time and end when the student is off the bus.
- Should the employee choose not to park their personal vehicle at the student’s home, the employee may park their car at the school district property closest to the student’s pick-up location, as determined by the Transportation Department. The employee will be paid beginning at the time the employee is picked up by the bus driver and will end when the bus driver drops the LPN off.

**Section 7.15. Paraeducator Instructional Duties.**

Employees who are assigned to instructional duties in the classroom or small group settings shall not be required to supervise more than five (5) students without assistance from another employee.

Every effort shall be made to limit the number of students in small groups, taking into consideration the physical space utilized for the small group. Small groups shall not be combined should the space not adequately support the number of students present.

**ARTICLE VIII**

**HOLIDAYS AND VACATIONS**

**Section 8.1. Holidays.**

All employees shall receive the following paid holidays that fall within their work year:

- |  |                            |
|--|----------------------------|
| 1. New Year’s Day                      | 7. Labor Day               |
| 2. Martin Luther King Day              | 8. Veterans’ Day           |
| 3. Presidents’ Day                     | 9. Thanksgiving Day        |
| 4. Memorial Day                        | 10. Day after Thanksgiving |
| 5. Juneteenth (June 19 <sup>th</sup> ) | 11. Christmas Day          |
| 6. Independence Day                    |                            |

Independence Day and Juneteenth holiday are only paid for employees working summer school or part of their contracted year.



1 **Section 8.2.**

2 When paid holidays fall on a Saturday or Sunday, the District shall have the discretion of declaring  
3 either the following Monday or the preceding Friday as the holiday.  
4

5 **Section 8.3.**

6 Any time worked on holidays shall be paid at the overtime rate in addition to an employee’s daily rate.  
7 However, if school should be held on a legal holiday, or a day designated by the school district as a  
8 legal holiday, the working employee shall be compensated at two times the hourly rate.  
9

10 **Section 8.4.**

11 Should a holiday occur while an employee is on vacation, the employee shall receive the holiday pay.  
12

13 **Section 8.4.1. Unworked Holidays.**

14 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect  
15 at the time the holiday occurs. Employees who are on the active payroll on the holiday, and are  
16 not on leave of absence, shall be eligible for pay for such unworked holiday.  
17

18 **Section 8.5. Vacations.**

19 Paid vacations shall be granted to all employees subject to this Agreement on the following basis.  
20

21 **Section 8.5.1.**

22 Ten (10) workdays annually as per the following formula:  $9/12$  (or 75%) x 10 days, times  
23 average hours worked per day in the previous year. Ten (10) month employees will be prorated  
24 at  $10/12$  (or 83%). Eleven (11) days worked in any one calendar month shall count for a month  
25 in vacation credit.  
26

27 **Section 8.5.2.**

28 On completion of five (5) consecutive years of service, beginning with the start of the sixth  
29 (6<sup>th</sup>) full year, an employee shall receive one (1) additional day paid vacation, prorated using  
30 the formula in Section 8.5.1. For each additional year of service thereafter, an employee shall  
31 receive one (1) additional day up to a maximum of twenty (20) days. Five (5) consecutive  
32 months worked in the first year of employment will constitute a full year of service when  
33 calculating years of service.  
34

35 September 1, 2007: All current employees of fourteen (14) years and beyond, shall be  
36 grandfathered and continue earning vacation per past practice until resignation or retirement  
37 (see 9/1/06 spreadsheet as attached).  
38

39 **Section 8.5.3.**

40 An employee becomes eligible to use vacation credit on September 1 based on the previous  
41 years’ service.  
42

43 **Section 8.5.4.**

44 Vacation shall be used on non-school attendance days, winter break, spring break, or summer  
45 vacation or as outlined in Section 7.4 and 7.9.  
46





1 **Section 9.1.2. Emergency Leave.**

2 With approval of the supervisor, employees will be granted emergency leave when an event or  
3 unforeseen combination of circumstances calls for immediate action on the part of the  
4 employee and which cannot be attended to outside the employee’s regular hours of work.  
5 Emergency leave is deducted from sick leave.  
6

7 **Section 9.1.3. Sick Leave Incentive Attendance Program.**

8 In January of the year following any year in which a maximum of sixty (60) days of leave for  
9 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an  
10 option to receive remuneration for unused leave from the previous year at a rate of one (1)  
11 day’s monetary compensation for each four (4) days of accrued leave for illness or injury,  
12 which days shall be deducted from accrued leave time. At the time of separation from school  
13 district employment due to retirement or death, an eligible employee or employee’s estate shall  
14 receive remuneration at a rate equal to one (1) day’s monetary compensation for each four (4)  
15 days of accrued leave for illness or injury. All cash-out remuneration shall be at the employee’s  
16 current salary rate, at the time of cash-out. This section shall be in accordance with all  
17 applicable laws, rules, and regulations.  
18

19 **Section 9.1.4. Leave Sharing.**

20 The District will establish a leave sharing program in accordance with RCW 41.04.665 as now  
21 or hereafter amended.  
22

23 **Section 9.2.**

24 Any employee covered by Workmen’s Compensation and State Industrial Insurance may upon loss of  
25 time due to a job-related injury or illness, be paid sick leave in the amount of the difference between  
26 his/her regular pay and compensation received from the State Department of Labor and Industries.  
27 Utilization of paid leaves shall be at the employee’s option and implemented upon employee request.  
28 The full amount of sick leave may be paid for the first three (3) days. Should an employee later receive  
29 compensation from the Department of Labor and Industries for the first three (3) days of absence, the  
30 amount paid the employee shall be credited to the District from monies due the employee in the next  
31 payroll period. That portion of sick leave paid, as determined by the ratio of regular sick leave and  
32 State Industrial Compensation, shall be charged against the employee’s accrued sick leave.  
33

34 **Section 9.3. Bereavement Leave.**

35 Each employee shall be entitled to one (1) to a maximum of five (5) days leave with pay for each  
36 occasion when the absence is caused by the death of a relative or other (as approved by the District).  
37 The number of days granted shall be determined between the employee and their supervisor.  
38 **Bereavement leave is allowed to be taken in hourly increments, or half day or whole day**  
39 **increments.** Such leave shall not be deducted from sick leave and is noncumulative. Additional days  
40 in excess of the five (5) bereavement days may be requested shall there be extenuating circumstances,  
41 as related to an immediate family member. Additional leave shall be from personal leave or taken as  
42 deduct if approved by Human Resources. Employees will be allowed time off up to one (1) day with  
43 pay to attend the funeral of a friend. An official death notice, funeral notice, or program may be  
44 requested by the supervisor upon the employee’s return.  
45

46 **Section 9.4. Jury Duty/Court.**

47 In the event an employee subject to this Agreement is summoned to serve as a juror or appear as a  
48 witness in court or is named as a co-defendant on behalf of the School District, he/she shall receive



1 his/her normal days' pay for each day he/she is required in court; provided, however, that any expense  
2 reimbursement received for such service shall be retained by the employee. If an employee is  
3 dismissed from jury selection, or if an employee is dismissed from jury duty with two (2) hours or  
4 more remaining in the regular workday, that employee should notify their immediate supervisor of  
5 their availability to return to work.

6  
7 In the event that an employee is summoned as a party in a court action, such employee may use  
8 personal leave, emergency leave, vacation leave or unpaid leave.

9  
10 **Section 9.5. Leave Of Absence.**

11 In order to be eligible to take a leave of absence, the employee must have worked a minimum of one  
12 (1) calendar year since the previous leave of absence or since the beginning of employment. A leave of  
13 absence, not to exceed one (1) year, may be requested, unless a serious medical issue occurs, then an  
14 additional one (1) year may be granted upon request of the employee. The employee is responsible to  
15 inform the District of his/her wish to return to work and must apply for posted positions. Once the  
16 employee has returned to employment, they will not lose accrued seniority, salary, vacation, and sick  
17 leave rights. However, vacation credits and sick leave shall not accrue while the employee is on leave  
18 of absence. If there are no positions for the returning employee, they will be considered to be on lay-  
19 off and shall be governed by Article X. A leave of absence will not be granted when the purpose of  
20 such leave is to pursue other employment.

21  
22 **Section 9.5.1.**

23 Employees on a medical LOA or Workers compensation are responsible for updating their  
24 supervisor or the KSD risk manager, whichever is appropriate, on their status every thirty (30)  
25 days.

- 26  
27 1. Non-medical (Personal) LOA of ninety (90) workdays or more: When a regular  
28 employee has been granted a leave of absence, the duration of which is expected to be  
29 ninety (90) workdays or more, the assignment will be considered open and put up for  
30 bid and will be posted per Section 10.6. Upon return of the regular employee from a  
31 leave of absence exceeding ninety (90) workdays, he/she will be eligible to bid on any  
32 new or open assignments without loss of seniority.
- 33  
34 2. (Personal) LOA of less than ninety (90) workdays: A regular employee requesting a  
35 leave of absence, the duration of which is expected to be less than ninety (90)  
36 workdays, will retain their position until the time of return. This assignment will be  
37 covered in accordance with the CBA during the employee's absence; if no current  
38 employee is available; the assignment shall be filled by a substitute employee. If an  
39 employee fails to return within the ninety (90) working day period, the assignment will  
40 then be opened for bid.
- 41  
42 3. LOA Due to medical reasons, including L/I: When an employee is anticipated to be on  
43 extended leave for medical reasons of the employee or family member, paid or unpaid,  
44 L/I or personal medical reasons, the vacated assignment will be posted and filled by a  
45 temporary employee. If it is known through medical documentation or the employee's  
46 self-report that the leave will exceed twelve (12) months on workers Compensation or  
47 extended medical leave of the employee, inclusive of FMLA and/or paid sick leave,  
48 their position will be posted as a continuing position. If the District has received

1 medical notification that the employee will no longer be able to perform the essential  
2 functions of the position, and after discussion with the employee, the district has  
3 determined that no reasonable accommodation can be made, the position will be posted  
4 as a continuing position. If an employee exceeds twelve (12) months on L/I or extended  
5 medical reasons of the employee, their position will be posted as a continuing position.  
6 Employees shall retain their seniority date during this period for up to two (2) years  
7 from the initial date of leave.  
8

- 9 4. Should the employee be released to return to work after their position is posted but  
10 before their seniority date has expired, the employee will remain in “lay-off” status.  
11 Section 10.8 through 10.11 shall apply.  
12

13 Employees on a medical LOA or Workers compensation are responsible for updating their  
14 supervisor or the KSD risk manager, whichever is appropriate, on the status every thirty (30)  
15 days and will provide updated doctor notes providing medical status upon request.  
16

17 The employee will be eligible to bid on available positions or perform fill-in work when  
18 released to return to work, if released prior to the two (2) year limit. When performing fill-in or  
19 sub-work, employees will be paid the wage of the position he/she is temporarily working or  
20 substituting in, but at the Step they were on prior to the Leave of Absence/Layoff. Employees  
21 shall retain their seniority date during this period for up to two (2) years from the initial date of  
22 leave.  
23

24 Employees taking leave to do student teaching, practicum and/or observation hours shall  
25 request an unpaid leave of absence or take deduct days to complete their hours. Employees  
26 taking leave specifically to student teach shall have their position posted and apply for open  
27 positions if they opt to return as a paraeducator. Such employees shall retain their seniority date  
28 for six (6) months from the date of the unpaid leave.  
29

### 30 **Section 9.6. Maternity Leave.**

31 An employee requesting maternity leave shall give written notice to the district at least two (2) weeks  
32 prior to commencement of said leave. The written request for maternity leave should include a  
33 statement as to the expected date of return to employment. The employee may use accrued sick,  
34 personal, and vacation leave concurrently with any applicable federal or state leave. Once Federal  
35 leave such as FMLA is exhausted employees will have the opportunity to exhaust any remaining  
36 accrued sick leave for child bonding. Once exhausted, the employee must request an unpaid personal  
37 leave of absence for continued child bonding up to ninety (90) days. If the employee does not qualify  
38 for federal or state leave, The employee may use accrued sick, personal, and vacation leave up to sixty  
39 (60) calendar days after childbirth. Requests for additional leave beyond ninety (90) days after birth  
40 shall be submitted using Section 9.5. (non-medical) or Section 9.5.1. (medical) provided medical  
41 criteria is met.  
42

### 43 **Section 9.7. Family Leave.**

44 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer  
45 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked nine  
46 hundred fifty (950) hours or more in the previous twelve (12) months and meet the other eligibility  
47 requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this  
48 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster

1 care, or for a serious health condition of an employee or an employee’s spouse, child or parent, or a  
2 qualifying military exigency of a son, daughter, spouse or parent, each employee who has worked nine  
3 hundred fifty (950) hours in the previous twelve (12) months is entitled to a maximum of twelve (12)  
4 weeks unpaid leave; provided, however, that employees may substitute accrued vacation or other  
5 personal leave for leaves related to the birth/adoption/foster care of a child, and may use accrued sick  
6 leave to care for themselves or sick family members as defined above. The employee must provide the  
7 Employer with at least thirty (30) days written notice for foreseeable leaves for birth, adoption and  
8 planned medical treatment. During this leave, the Employer will continue to pay the same portion of  
9 insurance premiums as when the employee was working and will maintain the employee’s coverage  
10 under any group health plan. Upon return from such leave, the Employer will place the employee in his  
11 or her previous position, or one with equivalent pay and benefits.

12  
13 **Section 9.8. Washington Paid Family and Medical Leave (PFML).**

14 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by  
15 law:

- 16  
17 • The District shall annually notify employees about the benefits available under PFML.
- 18  
19 • Employees will be required to file a claim for PFML benefits with the Employment Security  
20 Division (ESD) at the following email address <https://paidleave.wa.gov/get-ready-to-apply/> all  
21 payments will come from the ESD.
- 22  
23 • PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or  
24 family unless otherwise extended by specific circumstances. See above website.
- 25  
26 • To qualify for PFML, employees must work eight hundred and twenty (820) hours or more in  
27 the qualifying period, which shall be defined as the first four (4) of the last five (5) completed  
28 calendar quarters starting from which the employee makes their claim for benefits. PFML may  
29 not be taken without a qualifying event.
- 30  
31 • Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or  
32 [www.paidleave.wa.gov](http://www.paidleave.wa.gov) for all information pertaining to this leave.

33  
34 **Section 9.8.1.**

35 All paid leave shall count towards hours worked for PFML accrual purposes. If paid leave is  
36 used concurrently with PFML it will be considered a supplemental benefit. Example: (PFML  
37 may pay ninety percent [90%] of employee’s wage, employee may utilize their own leaves to  
38 supplement the ten percent [10%] pay loss).

39  
40 **Section 9.9. Parental Leave.**

41 A parent who does not qualify for maternity leave (non-birth parent or partner), shall upon request, be  
42 granted up to five (5) days of leave on or about the date of birth of the child. Such leave shall be  
43 deducted from their accumulated leave pursuant to Section 9.1.1. Additionally, a non-birth parent may  
44 request a leave of absence for parental leave under any applicable rules, policies, provision, or laws  
45 that may apply. Parental leave shall be deducted from sick leave accumulated pursuant to Section 9.1.  
46 above.

47



1 **Section 9.10. Personal Leave.**

2 Each employee is granted three (3) days of personal leave, which may be utilized for any purpose,  
3 discrete from sick leave. Employees may cash out unused days of personal leave at one hundred  
4 percent (100%) of employees’ current hourly rate of pay or accumulate up to five (5) unused days or  
5 roll unused leave one hundred percent (100%) into sick leave (not to accumulate more than twelve (12)  
6 sick leave days per year) or any combination thereof. Employees must complete the District form  
7 indicating their choice of cash out, accumulation or roll over to sick leave by July 31st of each year for  
8 unused personal leave. If no form is completed, unused leave will automatically be cashed out on  
9 August 31st. An employee who is hired during the second semester or who leaves employment during  
10 the first semester is eligible to receive one and one-half (1.5) personal leave day(s). Employees shall be  
11 entitled to use personal leave in hourly increments. No employee may be denied the use of personal  
12 leave if they have it available.

13  
14  
15 **ARTICLE X**

16  
17 **PROBATION, SENIORITY AND LAYOFF ROCEDURES**

18  
19 **Section 10.1.**

20 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
21 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be  
22 lost as hereinafter provided.

23  
24 **Section 10.1.2.**

25 In the case where the seniority date is the same, the employee with the earliest application date  
26 shall have seniority. In the event of a further tie, seniority will be determined by drawing lots.

27  
28 **Section 10.2.**

29 Each new hire may remain in a probationary period of six (6) months, not to include two (2) months  
30 worked in the summer. All employees are subject to only one (1) probationary period. During this  
31 probationary period, the District may discharge such employee at its discretion. At the end of the  
32 probationary period, the employee will be subject to all rights and duties contained in this Agreement,  
33 retroactive to his/her hire date. Probationary employees will remain in their original job assignment for  
34 the entire six (6) month probationary period. Once employees have completed their probationary  
35 period, they may apply for new or open positions. Vacation benefits will not be cashed out if the  
36 employee has resigned or been terminated from employment prior to the end of the probationary  
37 period.

38  
39 **Section 10.2.1.**

40 After the initial probationary period, employees who bid on and are awarded a new job  
41 assignment must remain in that position for the duration of the school year unless a new or  
42 open position offers monetary gain, such as an increase in hours. However, in the event that  
43 extenuating circumstances exist, the District and the Association will consider the situation on a  
44 case-by-case basis.



1 **Section 10.3.**

2 An employee shall lose seniority for any of the following reasons:

- 3  
4 A. Resignation.  
5 B. Discharge for any reason contained in this Agreement.  
6 C. Retirement.  
7

8 **Section 10.4.**

9 Seniority rights shall not be lost for the following reasons:

- 10  
11 A. Time lost by reason of industrial accident, industrial illness, for a period of up to two (2) years  
12 from initial date of leave.  
13 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United  
14 States or jury duty, without limitation.  
15 C. Time spent on other authorized leaves of absence, in accordance with the CBA.  
16

17 **Section 10.5.**

18 Seniority shall be considered regarding vacation periods and special service (including overtime).  
19 Seniority shall be given preference in consideration of promotions, assignment to new or open jobs or  
20 positions, and layoffs when ability and performance are substantially equal with those individuals  
21 junior to him/her. If the District determines that seniority rights should not govern because a junior  
22 employee or outside applicant possesses ability and performance substantially greater than a senior  
23 employee or senior employees applying, the District shall set forth in writing to the employee or  
24 employees and the Association President/Co-Presidents its reasons why the senior employee or  
25 employees have been bypassed.  
26

27 **Section 10.5.1. Additional Time.**

- 28 1. In accordance with the seniority provisions of this Contract, all additional  
29 time/temporary time, two (2) hours or less daily shall be filled, by current employees,  
30 on a seniority and availability basis, by location.  
31  
32 2. Senior employees have first right of acceptance or refusal of all additional time and/or  
33 postings.  
34  
35 3. If no in-building employee is available to accept the additional time, of two (2) hours or  
36 less, the time shall be offered District wide, on a seniority availability basis.  
37 Notification of this available time will be sent to all schools and posted in an  
38 appropriate area.  
39  
40 4. If there are no in-district employees who can accept the additional time of two (2) hours  
41 or less daily, management shall offer the time to an employee in lay-off status, and may  
42 place a substitute or temporary employee, as defined in Section 1.4, in the position until  
43 an in-district candidate becomes available. The District shall post the position as normal  
44 if no in-district employees or employees in lay-off status are available to fill the  
45 position.  
46  
47 5. For all available time and/or positions of more than two (2) hours, Section 10.6 shall  
48 guide the posting requirements.



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6. Process for applying benefits for additional time of two (2) hours or less for current employees or those employees with a seniority date:
    - A. All additional time projected to be ninety (90) consecutive workdays or more shall have all benefits applied, on the first day of the work.
    - B. If the additional time was initially intended to be ninety (90) consecutive workdays or less, and the time goes beyond the ninety (90) consecutive workdays, applicable benefits will be retroactively applied to the first day, excluding additional insurance benefits if after October 1st.
    - C. Additional time of eighty-nine (89) workdays or less shall not have benefits applied.
    - D. It is understood that this time may be temporary in nature and may be discontinued at any time.
  7. Procedures for new employees, or those employees without a seniority date, taking temporary time of two (2) hours or less.
    - All applicable benefits shall be applied on the ninety-first (91<sup>st</sup>) working day, in accordance with the Collective Bargaining Agreement, excluding overload, although employees working less than two (2) hours in temporary or non-temporary time are not benefit or seniority eligible and are paid as worked (non-contracted pay) at the substitute rate of pay.
  8. All additional time, that is intended to be “temporary in nature” shall be identified as such on the posting. If there is no posting, employees’ taking this additional time shall be provided a document that defines the time as “temporary in nature.”

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34

**Section 10.5.1.2. Overload.**

1. This Section pertains to overload only.
2. Overload time is unpredictable and considered temporary time. The existence of this time is determined by parameters outlined in the Teachers Collective Bargaining Agreement. However, when it has been determined that a Paraeducator is needed, the time shall be governed as follows:
  - a. All available time and/or positions will be offered to current bargaining unit members and those employees with a seniority date and shall be governed by the parameters outlined in Section 10.5.1.
  - b. If no in-district bargaining unit employee can accept the time then all available time and/or positions, regardless of hours or duration, taken by non-bargaining unit members, shall not receive any benefits or seniority other than the substitute wage as shown on Schedule A.

1 c. All overload postings shall clearly state that the time is temporary and  
2 will not generate benefits for non-bargaining unit members.  
3

4 **Section 10.6.**

5 The District shall publicize the availability of open positions on the District website within ten (10)  
6 workdays after the District determines the opening. A copy will be emailed to the Chapter  
7 President/Co-Presidents. Announcements will be posted on the District website for a minimum of five  
8 (5) workdays. The job posting shall include the minimum hourly rate.  
9

10 Additional time of two (2) hours or less will be awarded as per Section 10.5.1.  
11

12 **Section 10.6.1. Posting – Summer School.**

13 For the purposes of filling summer school positions, a Summer School Bid Fair will be held  
14 annually in April. Summer jobs will be offered by building and seniority first, then District  
15 wide. The process will be attached as an Addendum. The procedures defining the Bid Fair will  
16 be discussed between the parties by February of each year.  
17

18 **Section 10.6.2. LPN Hiring/ Job Assignment.**

19 All LPN positions will be bid by seniority prior to the beginning of each school year. The  
20 District’s Supervisor of Health Services will determine the bid time and location and provide  
21 information about all classroom and health room positions within two (2) weeks prior to the  
22 start of school, with the agreement if new students arrive needing an LPN, a re-bid will be  
23 offered. All positions are based on student/program need. The position location may be  
24 changed throughout the school year or change from year to year.  
25

26 LPN positions will be a maximum of six (6) hours per day (thirty [30] hours per week). Any  
27 daily hours assigned over six (6) hours per day is temporary time, such as riding a bus with a  
28 student. Temporary time may be reduced at any time and displacement language, Section  
29 10.12.1., will not apply. Shall the District determine that a reduction of time is needed, it will  
30 be based on seniority when possible.  
31

32 **Section 10.7.**

33 In managing the work force, the District may create positions in the bargaining unit other than those  
34 listed herein. The District will notify the Association of this change and will bargain this position prior  
35 to implementation.  
36

37 **Section 10.8.**

38 In the event of layoff, employees so affected are to be placed on a reemployment list, maintained by  
39 the District according to seniority ranking. Senior employees who have been laid off are to have  
40 absolute priority over junior employees on layoff status or new hires, in filling openings that occur  
41 during the course of a one (1) year period, when minimum qualifications for the job are met. Names  
42 shall remain on the reemployment list for one (1) year. Employees must contact the Human Resources  
43 office in writing each sixty (60) days after the date of layoff regarding their intent to remain active for  
44 reemployment. The District will provide PSE with advance notice and reasonable opportunity to  
45 bargain layoffs and/or reductions in hours. In emergency situations, as currently provided at law, the  
46 District will negotiate these matters with PSE as soon after implementation as is possible. It is the  
47 responsibility of those in layoff status to apply for available new or open positions.  
48



1           **Section 10.8.1.**

2           Employees in lay-off or reduced hours status shall have priority, in seniority order, in filling  
3           new or open positions over junior employees and outside candidates.  
4

5           Employees in lay-off or reduced hours status shall have priority, whenever appropriate, for  
6           filling in (subbing) for absent unit employees and shall be paid at the Step they were on prior to  
7           the layoff, but at the wage of the position as shown on Schedule A.  
8

9           Employees in lay-off or reduced hours status, who have not secured a permanent or temporary  
10          position and who wish to perform fill-in work (subbing), must notify the KSD of their  
11          availability and desire to perform fill-in work (subbing).  
12

13           **Section 10.9.**

14          Employees on layoff status shall file their addresses in writing with the personnel office of the District  
15          and shall thereafter promptly advise the District in writing of any change of address.  
16

17           **Section 10.10.**

18          An employee shall forfeit rights to reemployment as provided in Section 10.8 if the employee does not  
19          comply with the requirements of Section 10.8 and Section 10.9, or if the employee does not respond to  
20          the offer of reemployment within ten (10) calendar days, after certified letter was mailed.  
21

22           **Section 10.11.**

23          An employee on layoff status who rejects an offer of reemployment will be removed from layoff  
24          status, so long as the employee is offered a position similar in wages, hours and working conditions.  
25

26           **Section 10.12. Displaced Employees.**

27          Definition: A “displaced” employee is one who holds a position that the District has determined will  
28          end on the last day of the school year or at any time during the school year due to a change in program  
29          or student need.  
30

31          *Employees who knowingly accept a temporary short or long-term position or temporary hours*  
32          *(temporary is defined as lasting for one (1) school year or less and posted as “temporary”) are not*  
33          *included in this definition. However, temporary employees per Section 1.4 shall have seniority rights*  
34          *to apply for open and available positions but are not guaranteed placement in a position.*  
35

36          This employee shall have the following rights:  
37

- 38           1. The District will provide notification to the displaced employee as soon as the District is aware  
39           of the reduction. After receiving notice of the position ending, the employee is required to  
40           apply for available positions through the District’s on-line application system.  
41
- 42           2. Seniority rights shall govern for all open positions.  
43
- 44           3. Up until September 30, of the following school year, the District and PSE will assign the  
45           employee to a position as a temporary floating paraeducator with the following rights:  
46           a. The employee will be assigned to a long-term substitute or temporary position if available  
47           and shall maintain contracted hours and benefits.  
48



- 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.
4. 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.
  5. 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.
  6. 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.
  7. By October 1 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 Life-skills to Life-skills, etc., and proximity to current location (East, Central, West).

**Section 10.12.1. During the School year displacement or reduction of hours.**

In the rare case when an employee is displaced during the school year, the District will ensure the employee remains whole by assigning the employee to an open position that is equivalent in hours and qualifications to the employee’s previous position.

An employee who experiences a reduction of a position or hours that were *originally defined as temporary in nature* are not included in this agreement.

1. If no open positions are available, 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 apply for available positions and will be given precedence over senior employees in hiring.



- 1           2. The displaced employee is required to immediately begin to apply for available  
2           positions for which they are interested or qualified. Failure to do so negate the  
3           employee’s rights under this agreement and the employee will be placed in the  
4           substitute pool as per Section 10.8. Should the employee refuse a position, the employee  
5           will be placed in the substitute pool as per Section 10.8. of the Collective Bargaining  
6           Agreement.
- 7
- 8           3. The employee is no longer considered “displaced” once the employee has obtained or  
9           has been assigned to a position. However, the employee may continue to apply for  
10          available positions as per Section 10.5. of the Collective Bargaining Agreement.
- 11
- 12          4. Employees experiencing a reduction in contracted hours will be offered temporary or  
13          additional hours available at that time. Employees who have suffered a reduction in  
14          hours, may elect to accept the reduction which will then become their new contracted  
15          hours.
- 16

17           **Section 10.12.2. LPN Displacement.**

18           During the school year, should the LPN(s) position no longer be needed based on  
19           student/program need, the affected LPN(s) will be guaranteed the number of hours of their  
20           current assignment up to a maximum of six (6) hours per day until the end of the school year.

21

22           Should the District determine that an overstaffing situation exists prior to the start of the school  
23           year, the least senior LPN(s) will be notified and will have one (1) of the following options:

- 24           1. Accept a lay-off.
- 25
- 26           2. Substitute as an LPN until an opening becomes available and/or Substitute as a  
27           paraeducator.
- 28
- 29           3. Refer to Section 10.12. “Displaced Employees” and apply for available paraeducator  
30           jobs. If the employee accepts a paraeducator position, the employee will be paid at the  
31           Step applicable to the position and at his/her current step.
- 32
- 33

34           If LPN hours become available, the LPN(s) will have first right of refusal and may be released  
35           from the Paraeducator position to return to LPN pay and assignment.

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**ARTICLE XI**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 11.1. Discipline and Investigatory Meetings.**

The District may discharge and discipline any employee subject to this Agreement for justifiable cause as stated below:

- 1) Notice: Forewarning of consequences of conduct.
- 2) Reasonable Rule: Related to the orderly, efficient, and safe operation of the District.
- 3) Investigation/Fair Investigation: A thorough, fair, and objective investigation is conducted prior to administering discipline.
- 4) Proof: Ample evidence is obtained that the employee committed the offense.
- 5) Equal Treatment: Rules and penalties are applied consistently and without discrimination.

All complaints concerning the employee, including the specific content of the complaint, will be brought to the attention of the employee within ten (10) workdays, except when doing so would materially affect an ongoing investigation. The level of specificity is defined as the alleged action of the employee and the corresponding policy/regulation that is alleged to have been violated. The employee, and the Association President/Co-Presidents shall be provided twenty-four (24) hours notification of any investigatory meeting, unless there is a reasonable suspicion of legal or safety concern, then such notice may be waived.

All discipline will be conducted in private. away from the immediate supervisor’s office if possible. In an attempt to resolve problems at the lowest level, principals/supervisors will encourage parties making a complaint to discuss the issues surrounding their complaint with the employees involved. If the supervisor or one (1) of the parties would like to conduct a restorative meeting or mediation, participation shall be voluntary.

The parties recognize there may be instances when a principal/supervisor wants to inform an employee of a concern that may not rise to a level requiring formal discipline. In such cases, the District may issue to employees “Letters of Direction,” which give specific directives or reiterate the District’s rules or policies. Since the intent is only to inform the employee of specific concerns, such letters will not contain threats of future discipline. “Letters of Direction” shall not be considered disciplinary action and will only serve as evidence of notice for any future discipline.

The District agrees to follow a policy of progressive discipline which normally should include verbal warning, written reprimand, suspension without pay, and discharge. Discipline should be consistent with the seriousness of the offense. Individual steps of progressive discipline may be bypassed when the seriousness of the misconduct warrants.

**Section 11.2.**

The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement.



1  
2 **Section 11.3. Notification To Non-Annual Employees.**

3 This section is intended to be applicable to those employees whose duties necessarily imply less than  
4 twelve (12) months (excluding vacations) work per year.  
5

6 **Section 11.3.1.**

7 Should the District decide to discharge or lay off any non-annual employee, the employee shall  
8 be so notified in writing prior to the expiration of the school year.  
9

10 **Section 11.3.2.**

11 Nothing contained herein shall be construed to prevent the District from discharging an  
12 employee for acts of misconduct occurring after the expiration of the school year.  
13

14 **Section 11.3.3.**

15 Nothing contained in this section shall in any regard limit the operation of other sections of this  
16 Article.  
17

18 **Section 11.4.**

19 Except in extraordinary cases, and as otherwise provided in this Article, the District will give  
20 employees two (2) week notice of intention to discharge or layoff.  
21

22 **Section 11.5. Evaluations.**

23 Each employee shall be evaluated annually, no later than May 31, allowing the employee an  
24 opportunity to respond, in writing, if the employee so desires.  
25

26 **Section 11.6.**

27 An employee may attach written comments to any material that is or will become a part of his/her  
28 personnel file. Such written comments shall be received within thirty (30) calendar days of the  
29 evaluation.  
30

31 **Section 11.7.**

32 The evaluation form will be attached to the contract and will become a part of the contract.  
33  
34

35 **ARTICLE XII**

36 **INSURANCE**  
37  
38

39 **Section 12.1.**

40 The parties agree to abide by state law relating to School District Employees Benefits. The School  
41 District shall not use state benefit allocations for any purpose other than insurance benefits.  
42

43 **Section 12.2.**

44 The employer agrees to provide the insurance plans, follow employee eligibility rules and provide  
45 funding for all bargaining unit members and their dependents as required by State law, the State  
46 Operating Budget, and the School Employees' Benefits' Board (SEBB). Inclusive of employer funding  
47 will be payment of the retiree carve-out for all eligible employees.  
48

1 **Eligibility.**

- 2 • SEBB health care plans are available for individual employees who work a minimum of  
3 six hundred thirty (630) hours or are anticipated to work six hundred thirty (630) hours  
4 or more in school year (September 1 – August 31).  
5

6 **Programs.**

7 The regionally accessible health care programs provided by SEBB carriers will be available to  
8 employees and will include:  
9

10 **REQUIRED (100% covered premium).**

- 11 • Vision  
12 • Dental  
13 • Basic Life  
14 • Long Term Disability  
15 • AD&D Insurance  
16

17 **Voluntary.**

- 18 • SEBB medical plans  
19

20 **Other Benefits.**

21 Flexible Spending Arrangement, Medical Flex, Savings Accounts, Dependent Care Assistance,  
22 and other voluntary employee paid SEBB programs will be available to employees under terms  
23 as determined by SEBB. The District will provide access to an Employee Assistance Program  
24 at no cost to the employee. Other Non-SEBB programs are available to employees but are not  
25 funded from the amount provided by the District.  
26

27 The District and Association will mutually determine non-SEBB voluntary plans. These plans  
28 may not be implemented without prior written agreement of the District and Association. A list  
29 of the programs eligible for payroll deduction is available at the District payroll office.  
30

31 **Enrollment Period.**

32 Enrollment period will be from October 1 to November 15 or as otherwise set by SEBB. When  
33 the enrollment ends, no insurance options may be added or deleted during the contract year  
34 except for changes in family status or job status. If an employee fails to enroll within the open  
35 enrollment period the employee will be placed on the default medical, dental and vision plans  
36 as determined by SEBB.  
37

38 If an employee is hired after the open enrollment period, he or she may enroll in approved plans  
39 prior to the first day of the following month. If the employees fail to enroll, they will be placed  
40 in a default medical, dental and vision plans as determined by SEBB. Coverage will begin the  
41 first day of the month following the date of hire.  
42

43 **Termination of Benefits.**

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



1  
2 **Sharing Health Care Contributions.**

3 SEBB does not allow for dual coverage within SEBB. Spouses/domestic partners who are both  
4 employees of the District may choose to enroll both employees for medical coverage under one  
5 (1) SEBB account along with medical and required benefits for their dependents. However,  
6 each employee must register for dental, vision and other required benefits under their own  
7 SEBB account.

8  
9 **Health Care Authority (HCA).**

10 The HCA contributions will be paid in full by the district SEBB remittance.

11  
12 **Ineligibility.**

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

16  
17 **Section 12.3. Leave of Absence.**

18 Those employees who are on approved (unpaid) leave of absences in accordance with Article IX,  
19 Section 9.5, and who do not continue their insurance during their leave of absence (self-pay) may  
20 reinstate insurance benefits upon the conclusion of their leave of absence.

21  
22 **Section 12.4. Less than Twelve (12) Months Coverage.**

23 For those employees whose work year may be less than twelve (12) months, insurance coverage shall  
24 continue for twelve (12) months, provided, however, that the employee continues to meet the  
25 eligibility requirements, and has not terminated from district employment.

26  
27 **Section 12.5. Payment of Employee Portion (less than 12 Month Pay).**

28 For those employees paid on a less than twelve (12) month basis, arrangements to pay their out of  
29 pocket amounts for the non-work months, must be made prior to May 10 of each school year.  
30 Employees can select one of the following options:

31  
32 **Personal Checks:** Personal checks to cover the employee's out of pocket portion of summer  
33 months (July and August) must be submitted to the District payroll office by June 30. Failure to  
34 remit may result in the loss of benefits.

35  
36 **Payroll Deduction:** Employees opting to have payroll deductions in the months of May and  
37 June, to satisfy their July/August premium portions must sign the authorization form for a payroll  
38 deduction.

39  
40 Those employees performing summer work may modify their above decision and have those portions  
41 deducted from the summer pay warrants. Any decision to modify must be in writing and submitted to  
42 payroll by June 30.

43  
44 Regardless of the option of payment chosen, failure to make arrangements for non-work months  
45 payments may result in loss of coverage.

1 **Section 12.6. Benefits - Contracts.**

2 RCW 28A.400.275. Employee Benefits-Contracts. Any contract for employee benefits executed after  
3 April 13, 1990, between a school district and a benefit provider or employee bargaining unit is null and  
4 void unless it contains an agreement to abide by state laws relating to school district employee  
5 benefits. The term of the contract may not exceed one (1) year.  
6

7 **Section 12.7. Personal Property.**

8 In the event an employee’s personal property is damaged or stolen, the following provisions apply: It  
9 is agreed that coverage is afforded for loss or damage to personal property of school employees while  
10 such employees are engaged in the maintenance of order and discipline and the protection of school  
11 personnel, school property, or students subject to the following provisions:  
12

- 13 1. The limit of liability for any one occurrence shall be five hundred dollars (\$500.00) per claim.
- 14
- 15 2. The coverage afforded shall apply with respect to damage to an automobile or other motorized  
16 vehicle only as excess over any other valid and collectible insurance.
- 17
- 18 3. The District’s obligation to pay damages on behalf of the insured applies only to the amount of  
19 damages in excess of the deductible amount of twenty-five dollars (\$25.00) per claim.  
20
- 21 4. Classified employees eligible for reimbursement under this provision shall register personal  
22 property with the building principal/supervisor.  
23

24 **Section 12.8. Tort Liability.**

25 The District shall provide tort liability coverage for all employees subject to this Agreement.  
26

27 **Section 12.9. State Industrial Insurance (L&I).**

28 The District shall cover employees with State Industrial Insurance. Payment of premiums will be shared  
29 by the District and the employee in accordance with State regulations.  
30

31 **Section 12.10. Retirement Contributions.**

32 Employees subject to this Agreement who are hired to fill eligible positions as defined by the  
33 Washington State Public Employees’ Retirement System shall be subject to mandatory withholding of  
34 funds as required by law. The employee retirement contribution to the Public Employees’ Retirement  
35 System shall be tax deferred in accordance with applicable State rules and regulations.  
36

37 **Section 12.11. Testing.**

38 The District shall cover the cost of any medical testing or other process necessary or required for  
39 current employees.  
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**ARTICLE XIII**

**VOCATIONAL TRAINING AND TESTING**

**Section 13.1.**

Employees required to attend meetings or classes will be paid for the required time of attendance at their regular hourly rate and shall receive clock hours for all classes or trainings wherein clock hours are offered.

**Section 13.2. Clock Hours.**

1. To receive clock hour credit, all classes must be taken via an OSPI approved clock hour provider.
2. All paraeducator certificate courses provided by the Kennewick School District will be approved.
3. Employees wishing to earn clock hours from a non-Kennewick School District provider must obtain prior approval from their supervisor. A signed course approval form and clock hour form must be submitted to the Human Resources Department to receive credit.
4. Credit shall be granted to an employee of the District only after all completion requirements have been fulfilled.
5. Once earned, enhancement pay is continuing each year and is cumulative as earned thereafter.
6. One District point shall be granted for each ten (10) hours of attendance in approved classes.
7. Payment Schedule:

Step 1:	5 approved points (50 clock hours)	=	\$150 per year
Step 2:	5 approved points (100 clock hours)	=	\$300 per year
Step 3:	5 approved points (150 clock hours)	=	\$400 per year
Step 4:	5 approved points (200 clock hours)	=	\$500 per year
Step 5:	5 approved points (250 clock hours)	=	\$600 per year
Step 6:	5 approved points (300 clock hours)	=	\$700 per year

The maximum allowable will be seven hundred dollars (\$700).

When attending one 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, if all work is completed, verified, and submitted to the Human Resources Office no later than June 30. There will be no exceptions to the deadline submittal date. Any clock hours taken after June 30 will be applicable to the next school year. Courses taken for college credit may not be used for clock hour salary enhancement pay.

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

8  
9 **Section 13.4. Procedures for Credit for Salary Enhancement Program.**

- 10 1. An employee wishing to earn credit toward salary enhancement must submit an official college  
11 transcript to the Human Resources Office.
- 12
- 13 2. Credit(s) shall be granted to an employee of the District for college-level courses after official  
14 college transcripts have been received. Human Resources shall be the determining factor.
- 15
- 16 3. Employees who have already obtained credits prior to hire must provide official transcripts to  
17 the District. Compensation for the credits described above will be calculated as follows:

18

19 15 - 29 credits	\$0.15 per hour
20 30 - 44 credits	\$0.30 per hour
21 45 – 59 credits	\$0.45 per hour
22 60 + credits	\$0.60 per hour

23

- 24 4. Enhancement pay will be applied to salaries at the time of credit completion with proof of  
25 certified transcripts and submitted to Human Resources.
- 26

27 **Section 13.5. Safe Schools Training.**

28 Paraeducators who complete mandatory Safe Schools training prior to the first day of school shall be  
29 paid the allotted amount of time for taking the modules. An additional fifteen (15) minutes will be  
30 allowed for those unable to complete the modules in the allotted amount of time. If the employee is  
31 unable to complete the modules in the allotted time, the employee may complete the remaining safe  
32 schools training during the workday when not working directly with students.

33

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

38

39 **Section 13.6. Testing for Positions.**

40 The District will not require current employees to take a test for a position unless it is specified on the  
41 job description and job posting. The test shall come from the District office and be the same for all. No  
42 building may administer their own individualized test. When the District requires a test for an in-  
43 district employee the Union shall be notified.

44

45 **Section 13.7.**

46 The District will offer at least two (2) professional development trainings on behavior management  
47 each year through pdEnroller. Registration shall be open to all paraeducators to attend. Employees  
48 shall be paid for the time spent in such trainings or offered clock hours.

1 **Section 13.8.**

2 LPN's working in a classroom setting will be expected to assist with educational instruction and are  
3 required to meet the same educational standard of paraeducators under the law.  
4

5 **Section 13.9.**

6 The District shall pay the cost of the Health Care Provider (HCP) First Aid for all LPN's.  
7

8 **Section 13.10. Minimum Employment Requirements for Paraeducators.**

9 Paraeducators will be defined as a classified public school or school district employee who works  
10 under the supervision of a certified or licensed staff member, from kindergarten to 12<sup>th</sup> grade to  
11 support and assist in providing instructional and other services to students and their families, including  
12 library assistant excluding bus monitors, lunchroom aides and community service aides. (WAC 179-  
13 01-020).  
14

15 All paraeducators must meet the following minimum requirements per RCW 28A.413.040:  
16

- 17 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; **and**
- 18 2. (a) Have received a passing grade on the education testing service paraeducator assessment; **or**  
19 (b) Hold an associate of arts degree; **or**  
20 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an  
21 institution or higher education **or**  
22 (d) Have completed a registered apprenticeship program.  
23

24 **Section 13.11.**

25 The Paraeducator Standards Board (PESB) and the State of Washington have developed the following  
26 certification standards for paraeducators in the State of Washington.  
27

- 28 A. Fundamental Course of Study (FCS) – twenty-eight (28) hours of Professional Development  
29 required  
30
- 31 B. General Paraeducator Certificate – seventy (70) clock hours of professional development  
32 required after completing the Fundamental Course of Study  
33
- 34 C. Subject Matter Certificates – not required but can be completed as part of the General  
35 Paraeducator Certificate requirement  
36
- 37 D. Advanced Paraeducator Certificate additional – not required  
38

39 The certification requirements are as follows:

- 40 1. Paraeducators are only required to meet certifications when trainings are funded by the  
41 Washington State Legislature.  
42
- 43 2. The District is required to provide training for paraeducators for the FCS and the General  
44 Paraeducator Certificate if funded by the legislature.  
45
- 46 3. Paraeducators are responsible for the cost of clock hours for alternative training not provided  
47 by the District and if training hours exceed those funded by the legislature.  
48

- 1 4. Each employee shall be paid their current hourly rate of pay for all required training.
- 2
- 3 5. The District will make every effort to schedule the required training during the paraeducator's
- 4 workday, flexible times, or in proximity to the start or end of the school year.
- 5
- 6 6. The District is responsible for providing required training. Paraeducators will receive pay for
- 7 any time in training that is outside of the normal workday.
- 8
- 9 7. If there are any legislature impacts to the paraeducator training or the completion of the
- 10 Paraeducator Certificates, the District and PSE agree to bargain the legislative impact. Should
- 11 the state discontinue funding for paraeducator certification, this section of the Collective
- 12 Bargaining Agreement is null and void.
- 13

14 Paraeducator Responsibilities:

15 Each paraeducator is responsible to do the following:

- 16
- 17 1. Register for courses provided by the District or its designee, in District approved registration
- 18 process.
- 19
- 20 2. Maintain course completion documentation as directed by the District.
- 21
- 22 3. Complete the courses as defined by law.
- 23
- 24 4. Note that failure to meet the requirement of attending training may lead to termination of
- 25 employment.
- 26
- 27 5. Submit evidence of completion of required training (sign ins, online certificates, etc.)
- 28

29 District Responsibilities:

30 The District will be responsible to do the following:

- 31
- 32 1. Provide training that meets the requirements of PESB in the Fundamental Course of Study
- 33 (FCS)/General Paraeducator Certificate (GPC) as required by the state.
- 34
- 35 2. Provide a process for registration and maintenance of clock hour records, and to provide
- 36 instructions/documentation to paraeducators on all processes and requirements.
- 37
- 38 3. Provide multiple opportunities for all paraeducators to obtain clock hour training in the
- 39 Fundamental Course of Study, to include but not limited to upon hire, early release days,
- 40 professional days, and during conferences.
- 41
- 42 4. Develop a training calendar with opportunities for make-up sessions.
- 43

44 Each employee shall be paid his or her current hourly rate of pay for all required trainings. These

45 trainings will occur on professional development days, early release days and conference days.

46 Trainings will need to be completed no later than the last day of school unless otherwise agreed upon

47 between the Association and District.

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**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 14.1.**

Under Washington law, the District will not discriminate, restrain, retaliate, coerce, or interfere with an employee's right to join or maintain membership in the Association. Shall a member elect to revoke their membership they must do so in writing to the Public School Employees of Washington/SEIU Local 1948.

**Section 14.2. Authorizations and Revocations.**

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington / SEIU Local 1948 (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to PSE.

Upon receiving notice of the employee's authorization from Public School Employees of Washington / SEIU Local 1948 (PSE), the employer shall deduct from the employee's gross monthly wages membership dues and remit the amounts to PSE by the first Monday following payroll.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington / SEIU Local 1948 (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to PSE. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

**Section 14.3. New Hire Notification.**

(Reference RCW 41.56.035) Within twenty-one (21) business days of the hire date, the District will provide an .XLSX digital file format to [membership@pseofwa.org](mailto:membership@pseofwa.org) and the PSE Field Representative for the newly hired employee and the information retained in the employers' records to the Union. The information will include:

1. The employee's name and date of hire and, if a change in position, the new position start date.
2. The employee's contact information, including:
  - Cellular, home, and work telephone numbers
  - Work and personal email addresses
  - Home address or personal mailing address
  - The employee's job title, Employee ID, or unique identifier



3. Annual salary for contracted work performed under the Collective Bargaining Agreement.
  - Rate of pay for contracted work
  - Enhancements or stipends received by the employee
  - Contracted days for work
  - Continuing position “yes or no”
  - Primary work site location or duty station

**Section 14.4. Reasonable Access.**

Per RCW 41.56.037, the District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. “Reasonable access” for the purposes of this section means the access to the new employee occurs within two (2) weeks of the employee’s start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the employer and PSE.

**Section 14.5. Check Off.**

The District shall deduct PSE state dues from the gross pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The employer shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first Monday following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form shall accompany the payment every month and include membership status changes (such as resignations, LOA, name changes, etc.) on the remit form or provide a list with the dues file.

**Section 14.6. Political Action Committee.**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same electronically to the Union on the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request.

**Section 14.7.**

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the agency fee deduction or voluntary political contributions.

**Section 14.8. Employee Information.**

(Reference RCW 41.56.035) Every one hundred twenty (120) business days, the District will provide an .XLSX digital file format to [membership@pseofwa.org](mailto:membership@pseofwa.org) and the PSE Field Representative for all employee information retained in the employers’ records to the Union. The information will include:

1. The employee's name and date of hire and, if a change in position, the new position start date.



2. The employee's contact information, including:
  - Cellular, home, and work telephone numbers
  - Work and personal email addresses
  - Home address or personal mailing address
  - The employee's job title, Employee ID, or unique identifier
3. Annual salary for contracted work performed under the Collective Bargaining Agreement.
  - Rate of pay for contracted work
  - Enhancements or stipends received by the employee
  - Contracted days for work
  - Continuing position “yes or no”
  - Primary work site location or duty station

**Section 14.9. Local Chapter Dues.**

The District shall submit local chapter dues directly to the President/Co-President of the local chapter.

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

**Section 15.1.**

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.

**Section 15.2. Grievance Steps.**

The parties may mutually agree to hold all timelines in abeyance.

- **Step I** – Informal meeting with Supervisor within twenty (20) school district business days of occurrence.
- **Step II** – Reduce to writing, to Immediate Supervisor, ten (10) school district business days of conclusion of twenty (20) day Informal process.
- **Step III** – Submit to Superintendent, or designee (designee is the Human Resources Manager), within fifteen (15) school district business days of receipt of denial or non-response.
- **Step IV** – Submit to School Board.
- **Step V** - Demand for arbitration.

**Section 15.2.1. Step I – Informal Meeting.**

Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) school district business days of the occurrence of the grievance shall be invalid and subject to no further processing.



1  
2 **Section 15.2.2. Step II – Reduce to Writing.**

3 If the grievance is not resolved to the employee’s satisfaction within the twenty (20) school  
4 district business days in accordance with the preceding subsection, the employee shall reduce to  
5 writing a statement of the grievance containing the following:  
6

- 7       A. The facts on which the grievance is based.  
8       B. A reference to the provisions in this Agreement which have been allegedly violated.  
9       C. The remedy sought.  
10

11 The employee shall submit the written statement of grievance to the immediate supervisor for  
12 reconsideration within the ten (10) school district business days of the conclusion of the Step I  
13 process and shall submit a copy to the official in the Administration responsible for personnel.  
14 The parties will have five (5) school district business days from submission of the written  
15 statement of grievance to resolve it by indicating on the statement of grievance the disposition.  
16 If an agreeable disposition is made, all parties to the grievance shall sign it.  
17

18 **Section 15.2.3. Step III – Submit to Superintendent or Designee (Human Resources Manager).**

19 If no settlement has been reached within the five (5) school district business days referred to in  
20 the preceding subsection, a written statement of grievance shall be submitted within fifteen (15)  
21 school district business days to the District Superintendent or the Superintendent’s designee.  
22 After such submission, the parties will have ten (10) school district business days from  
23 submission of the written statement of grievance to resolve it by indicating on the statement of  
24 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall  
25 sign it.  
26

27 **Section 15.2.4. Step IV – Submit to School Board.**

28 If no settlement has been reached within the ten (10) school district business days referred to in  
29 the preceding paragraph, and the Association believes the grievance to be valid, a written  
30 statement of grievance shall be submitted within fifteen (15) school district business days to the  
31 District Board of Directors. The Board will meet within fifteen (15) school district business  
32 days to hear the matter. After the Board’s meeting, they will render their decision within ten  
33 (10) school district business days.  
34

35 **Section 15.2.5. Step V – Demand for Arbitration.**

36 If no settlement has been reached within the ten (10) school district business days referred to in  
37 the preceding subsection, the Association may demand arbitration of the grievance. Any  
38 dispute, claim, or grievance arising out of or relating to the interpretation, or the application of  
39 this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration  
40 Rules of the American Arbitration Association. If mutually agreed, the parties may submit to  
41 arbitration under the Expedited Labor Arbitration Rules of the American Arbitration  
42 Association. The parties further agree to accept the arbitrator’s award as final and binding upon  
43 them.  
44

45 **Section 15.2.6.**

46 The grievance or arbitration discussions shall take place whenever possible on school time. The  
47 Employer shall not discriminate against any individual employee or the Association for taking  
48 action under this Article.

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## ARTICLE XVI

### TRANSFER OF PREVIOUS EXPERIENCE

#### **Section 16.1.**

New employees within the jurisdiction of this Agreement will be employed at the salary schedule mutually agreed upon within this contract at the appropriate step. New employees with similar prior job experience shall be hired at the salary step equivalent to a minimum of one-half (1/2) the number of years computable as job experience. New employees will be hired at no higher than Step 2 on the Schedule A. Rehired employees will be assigned the Step equivalent to the Step paid when resignation occurred but will not include longevity pay.

Prior job experience is defined as having worked a minimum of one (1) year in an early childhood education setting or having worked as a substitute with KSD in daily assignments for a minimum of six (6) months including daily general substitutes assignments, overload, temporary positions, or long-term substitute positions. Employees who have worked in the same or similar position in another school district in Washington will be placed on the salary schedule and given benefits in accordance with RCW 28A.400.300.

## ARTICLE XVII

### SALARIES AND EMPLOYEE COMPENSATION

#### **Section 17.1.**

Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

#### **2024-25 Schedule A**

- All employees on Levels 1, 2, 3, 4, 5, and 6 and Steps 1-6 on Schedule A will receive 3.7% wage increase.
- All Level 2 Tier II, Tier III, and Intervention Paraeducators working in Special Services classrooms will receive an additional \$1.75 per hour added to their base wage and reflected as such on Schedule A.
- LPNs working in Special Services positions will receive an additional \$.50 per hour.
- All employees on Steps 3, 4, 5, and 6, (excluding Level 2 Tier II, Tier III, and Intervention Paraeducators) shall receive an additional \$.25 per hour.

#### **2025-26 Schedule A**

- All employees on Levels 1, 2, 3, 4, 5, and 6 and Steps 1-6 on Schedule A will receive 1.9% wage increase or IPD, whichever is greater.
- All Level 2 Tier II, Tier III, and Intervention Paraeducators working in Special Services classrooms will receive an additional \$1.75 per hour added to their base wage and reflected as such on Schedule A.

- LPNs working in Special Services positions will receive an additional \$.50 per hour.
- All employees on Steps 3, 4, 5, and 6, (excluding Level 2 Tier II, Tier III, and Intervention Paraeducators) shall receive an additional \$.25 per hour.

2026-27 Schedule A

- All employees on Levels 1, 2, 3, 4, 5, and 6 and Steps 1-6 on Schedule A will receive a 2.1% wage increase or IPD, whichever is greater.
- All Level 2 Tier II, Tier III, and Intervention Paraeducators working in Special Services classrooms will receive an additional \$1.75 per hour added to their base wage and reflected as such on Schedule A.
- LPNs working in Special Services positions will receive an additional \$.50 per hour.
- All employees on Steps 3, 4, 5, and 6, (excluding Level 2 Tier II, Tier III, and Intervention Paraeducators) shall receive an additional \$.25 per hour.

**Section 17.2.**

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 18.3 in Article XVIII (Term). Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

**Section 17.3.**

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement.

**Section 17.4.**

Increment steps, where applicable, shall take effect on September 1 of each year, provided the employee has completed five (5) working months of employment. Employees working less than five (5) working months will remain in their current Step through the following school year.

**Section 17.5.**

Employees who work a daily average of five (5) or more contracted hours will be paid in twelve (12) monthly payments (paycheck) through August 31.

Employees working a daily average of less than five (5) contracted hours per day will be paid in ten (10) monthly payments, through June 30.

**Section 17.6. Longevity.**

Years of service (longevity) within Kennewick School District is defined as continuous years of service within the entire District. Shall employee(s) move from another bargaining unit in the Kennewick School District to the Paraeducator and Cashier Bargaining Unit without a break in service, those years shall be applicable for longevity purposes.



1 Years of service is determined by the date the employee commenced continuous daily employment  
2 with the District, not including time spent as a substitute employee.

3  
4 Employees taking a leave of absence of ninety (90) workdays or more of the school year will not have  
5 that school year counted toward longevity.

6  
7 Longevity is defined as more than fifteen (15) years of continuous employment within the KAESP  
8 Bargaining Unit. It is paid at two percent (2%) above Step 5 on Schedule A. Employees with District  
9 longevity of more than fifteen (15) years who transfer from another bargaining unit will be paid two  
10 percent (2%) percent over the step in which they are placed on the KAESP Schedule A.

11  
12 Employees shall also receive an additional two percent (2%) above Step 6 for years of service of  
13 twenty-one (21) years and beyond. Employees who come from another bargaining unit will be paid  
14 two percent (2%) over the step in which they were placed on the KAESP Schedule A.

15  
16 **Section 17.7.**

17 Paraeducators who have obtained emergency substitute certification, if asked to substitute for a teacher  
18 within the paraeducator's assigned classroom, will be paid emergency substitute rate or current rate of  
19 pay, whichever is greater.

20  
21 **Section 17.8. Payroll Errors.**

- 22 1. Underpayments must be reported by the employee to the payroll office.
- 23  
24 2. Underpayments reported within five (5) business days of the payday (last business day of the  
25 month), will be corrected in five (5) to seven (7) business days from the date the error is  
26 reported.
- 27  
28 3. Underpayments reported more than five (5) business days after payday will be corrected on the  
29 next scheduled payday.
- 30  
31 4. Other errors will be corrected on the next payroll.
- 32  
33 5. Debits caused by overpayments shall be discussed with the employee and shall be deducted  
34 over the same period (number of months) as the overpayment took place.
- 35  
36 6. It is understood that payroll corrections, both overpayments and underpayments, will be limited  
37 to a maximum period of thirty-six (36) months prior to the determination of the  
38 overpayment/underpayment.

39  
40 **Section 17.9.**

41 Employees shall receive a higher rate of pay if requested to work in a higher paying position. Such rate  
42 of pay shall be at the next step at which would result in an increase in pay. Employees shall not suffer a  
43 loss in pay if requested to work in a lower paying position.

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**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**

The term of this Agreement shall be September 1, 2024, to August 31, 2027. This agreement shall be negotiated due to any legislative impact that may arguably affect the terms or conditions herein or create authority to alter personnel practices within public employment.

**Section 18.2.**

All provisions of this Agreement shall remain in full force and effect.

**Section 18.3.**

If any interpretation or application of this Agreement is found illegal, the remainder of this Agreement shall be in effect to the extent allowable by law.

**Section 18.4.**

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

**Section 18.5.**

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

**Section 18.6.**

In the event either of the foregoing items are determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 18.3 above.

**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

KENNEWICK KAESP CHAPTER

BY:   
Melanie Stong, Nov 4, 2024 12:46 PST  
Melanie Stong, Chapter President

DATE: 11/04/24

KENNEWICK SCHOOL DISTRICT #17

BY:   
Toni Neidhold, Director of Human Resources

DATE: 11/05/24



**Kennewick Association of Education Support Professionals**  
**SCHEDULE A 24-25**  
**September 1, 2024, to August 31, 2025**

**3.7% increase**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
					<i>Longevity 2%</i>	<i>Longevity 2%</i>
YEAR OF SERVICE	0-3 YEARS	4-5 YEARS	6-10 YEARS	11-15 YEARS	16-20 YEARS	21+ YEARS
<b>Level 1</b>	<b>\$20.35</b>	<b>\$21.88</b>	<b>\$22.43</b>	<b>\$22.75</b>	<b>\$23.21</b>	<b>\$23.67</b>
Positions REQUIRING AA or Equivalent						
Steps 3, 4, 5 and 6 will receive an <b>additional \$0.25 per hour</b>						
<b>Level 2-Tier II/III &amp; Intervention</b>	<b>\$20.35</b>	<b>\$21.88</b>	<b>\$22.43</b>	<b>\$22.75</b>	<b>\$23.21</b>	<b>\$23.67</b>
Paraeducators working in Special Services positions in Inclusion Autism Program, Inclusion Behavior Program, Self-Contained Autism Program, Life Skills Program, Structured Learning, OT/PT, and /or 1:1 paraeducators working with students assigned to these programs shall receive an <b>additional \$1.75 per hour</b>						
<b>Level 3</b>	<b>\$20.56</b>	<b>\$22.09</b>	<b>\$22.64</b>	<b>\$22.97</b>	<b>\$23.43</b>	<b>\$23.90</b>
Hearing Interpreter with no certifications.						
Steps 3, 4, 5 and 6 will receive an <b>additional \$0.25 per hour</b>						
<b>Level 4-ECEAP</b>	<b>\$21.18</b>	<b>\$22.75</b>	<b>\$23.31</b>	<b>\$23.65</b>	<b>\$24.12</b>	<b>\$24.60</b>
Positions REQUIRING a BA/BS degree or AA degree with early childhood focus (ECEAP).						
Steps 3, 4, 5 and 6 will receive an <b>additional \$0.25 per hour</b>						
<b>Level 5</b>	<b>\$27.90</b>	<b>\$29.31</b>	<b>\$30.02</b>	<b>\$30.47</b>	<b>\$31.08</b>	<b>\$31.70</b>
Hearing Interpreters with state certification, Speech/Language assistant with BA/BS required/Certificated Brailist,						
Success Coordinators with required BA/BS, CTE Career Center Para with BA required.						
Steps 3, 4, 5 and 6 will receive an <b>additional \$0.25 per hour</b>						
<b>Level 6</b>	<b>\$34.85</b>	<b>\$35.90</b>	<b>\$36.79</b>	<b>\$37.35</b>	<b>\$38.10</b>	<b>\$38.86</b>
National Certification Hearing Interpreters and LPN						
LPN's working in LPN's Services positions in Inclusion Autism Program, Inclusion Behavior Program, Self-Contained Autism Program, Life Skills Program, Structured Learning classrooms shall receive an <b>additional \$0.50 per hour</b>						
Steps 3, 4, 5 and 6 will receive an <b>additional \$0.25 per hour</b>						



## ADDENDUM – Performance Appraisal

### KENNEWICK SCHOOL DISTRICT #17- Paraeducators Performance Appraisal for Classified Employees

NAME OF EMPLOYEE: \_\_\_\_\_ POSITION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ SCHOOL: \_\_\_\_\_ DATE: \_\_\_\_\_

**COMMENTS REQUIRED ON ALL BUT “MEETS EXPECTATIONS”**

Unsatisfactory	Needs Improvement	Meets Expectations	Primary Job Functions:
			<b>1. Job Knowledge and Performance:</b> Exhibits a full understanding of all aspects of the position.
			<b>2. Quality of work:</b> Exhibits accuracy, efficiency, meets deadlines, works effectively with staff and students.
			<b>3. Dependability:</b> Follow through on instructions, completes assignments, completes work in a timely manner, is on duty as assigned.
			<b>4. Initiative:</b> Able to complete tasks with appropriate level of supervision, takes independent action when necessary, actively pursues professional development.
			<b>5. Problem Solving:</b> Solves problems effectively, remains calm, stays focused on the problem at hand.
			<b>6. Professionalism:</b> Exhibits professional attitude towards job, treats coworkers, students, supervisors and the public with respect, responds positively to management, copes with conflict appropriately, dress is appropriate to position, responds positively to constructive feedback.
			<b>7. Attendance:</b> Is regular in attendance and punctual to assigned duties.
			<b>8. Cooperation/Teamwork:</b> Exhibits ability to work effectively with others, deals positively with change, solves problems effectively, maintains a positive attitude with co-workers, assists others as needed.
			<b>9. Work Environment:</b> Keeps work environment neat and organized.
			<b>10. Safety:</b> Performs job safely, follow safety expectations, promptly reports safety hazards.

**Employee’s and Reviewer’s Comments and Notes (include evaluation number being commented on):**

This report is based upon my observation and knowledge. It represents my best judgment of this employee's performance.  
 Signature of Evaluator, Title \_\_\_\_\_ Date: \_\_\_\_\_

I have reviewed this report. My signature does not necessarily indicate agreement with this rating.  
 Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_





**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, KENNEWICK ASSOCIATION OF EDUCATION SUPPORT PROFESSIONALS (KAESP) CHAPTER AND KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE XVIII, SECTION 18.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

**LPNs shall have seniority as listed below.**

<u>Name</u>	<u>Longevity Date</u>	<u>Seniority Date</u>
Moe, Tamara	01/17/2012	11/01/2017
Place, Tasha	08/27/2013	11/01/2017
Cyphers, Lorri	10/26/2015	11/01/2017
Dumont, Melanie	10/19/2017	11/01/2017
Glenn, Adelina	01/09/2018	11/01/2017

**LPNs hired after November 1, 2017, shall have seniority as per the CBA.**

This Letter of Agreement shall be effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948

KENNEWICK KAESP CHAPTER

KENNEWICK SCHOOL DISTRICT #17

BY:   
Melanie Stong Nov 4, 2024 12:46 PST

BY: 

Melanie Stong, Chapter President

Toni Neidhold, Director of Human Resources

DATE: 11/04/24

DATE: 11/05/24



1 **LETTER OF AGREEMENT**

2  
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN  
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, KENNEWICK  
5 ASSOCIATION OF EDUCATION SUPPORT PROFESSIONALS (KAESP) CHAPTER AND  
6 KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE XVIII, SECTION 18.1 OF THE  
7 CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9 Due to the changes in the duties and the responsibilities of cashiering the parties agree to the following:

10  
11 All future postings and hirings that will include cashier duties will be posted as a cook in the Nutrition  
12 Services bargaining unit. Any employee in the Nutrition Service unit may be expected to perform cashier  
13 duties. All employees will be provided training regarding cashiering. No employee shall be denied a  
14 position, based on lack of cashiering abilities if they have not had the opportunity to receive the training.  
15

16 All Cashiers currently working under the Kennewick Association of Education Support Professionals  
17 (KAESP) bargaining unit, performing work as a cashier will now be represented by Kennewick Nutrition  
18 Services Chapter for all work performed cashiering and become classified as a cook and will be expected  
19 to perform duties in that role.  
20

21 Any grandfathered cashier that is assigned to support meal service will be paid according to Schedule A of  
22 the Nutrition Service Collective Bargaining Agreement for time above and beyond the grandfathered  
23 cashier time. Grandfathered employees will have to apply for hours above and beyond their grandfathered  
24 cashier hours as per the Nutrition Services CBA.  
25

26 All cashiers shall be grandfathered with their current rate of pay with any clock hours and or credits  
27 currently maintained. All leaves will carryover. The hours that grandfathered cashiers are paid as a cashier  
28 are guaranteed and attached to this document.  
29

30 Effective September 1, 2021, an additional two-point seventy-five percent (2.75%) increase will be  
31 applied to grandfathered cashier positions, as per the Nutrition Services CBA. Any future increases will be  
32 bargained with the Kennewick Nutrition Services Chapter.  
33

34 Any cashiers currently working as a paraeducator or who obtain a position as a paraeducator by October 1,  
35 2021, shall maintain their seniority within the KAESP classification as a paraeducator. All worked  
36 performed as a paraeducator would be represented by the KAESP bargaining unit. Some employees may  
37 perform work in two (2) separate bargaining units.  
38

39 Cashiers will have seniority in the Nutrition Services bargaining unit effective September 1, 2021, in order  
40 of date of hire as a cashier in the KAESP bargaining unit. See attached seniority list.  
41

42 All other employees of the Nutrition Services unit will receive an additional forty cents (\$0.40) effective  
43 September 1, 2021, in addition to the two-point seventy-five percent (2.75%) previously negotiated.  
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**Grandfathered Cashiers**

<b><u>Name</u></b>	<b><u>Seniority Date</u></b>
Nichols, Kristi	04/28/2014
Krasch, Susan	12/19/2016
Horne, Carol	08/28/2018
Topete, Lorena	11/27/2018
Balbuena, Alyssa	01/22/2019
Bell, Lourdes	02/11/2019
Moses, Sherri	12/16/2019

This Letter of Agreement shall be effective September 1, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON / SEIU LOCAL 1948

KENNEWICK KAESP CHAPTER

KENNEWICK SCHOOL DISTRICT #17

BY:   
Melanie Stong Nov 4, 2024 12:46 PST  
Melanie Stong, Chapter President

BY:   
Toni Neidhold, Director of Human Resources

DATE: 11/04/24

DATE: 11/05/24



1 MEMORANDUM OF UNDERSTANDING

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948,  
5 KENNEWICK ASSOCIATION OF EDUCATION SUPPORT PROFESSIONALS (KAESP)  
6 CHAPTER AND KENNEWICK SCHOOL DISTRICT #17 PURSUANT TO ARTICLE XVIII,  
7 SECTION 18.1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9 Kennewick School District (“Employer”) has adopted the health reimbursement arrangement (HRA)  
10 plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public  
11 Employees in the State of Washington (collectively the “Plans”): the Standard HRA Plan, which shall  
12 be integrated with the Employer’s group medical plan and to which the Employer shall remit  
13 contributions only on behalf of eligible employees who are enrolled in or covered by the Employer’s  
14 group medical plan; and the Post-separation HRA Plan to which the Employer may remit contributions  
15 on behalf of eligible employees, including eligible employees who are not enrolled in or covered by  
16 the Employer’s group medical plan, and which shall provide benefits only after a participant separates  
17 from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the  
18 Education Support Professionals (“Group”) defined as eligible to participate in the Plans. Each eligible  
19 employee must submit a completed and signed Enrollment Form to become an eligible participant and  
20 become eligible for benefits under the Plans.  
21

22 Contributions on behalf of each eligible employee shall be based on the following selected funding  
23 sources/formulas:  
24

25 **[ X ] Mandatory Employee Contributions:** The District and the Group agree that the Group’s  
26 compensation package will be changed such that eligible employees shall receive additional benefits in  
27 the form of VEBA Plan contributions equal to twenty-five dollars (\$25) which shall be contributed on  
28 a monthly basis, and each eligible employee’s salary shall be reduced by an equal amount. Such  
29 contributions shall be made on behalf of all group employees defined as eligible and shall be  
30 considered and referred to as employer contributions.  
31

32 **[ X ] Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is  
33 limited to employees who have accumulated one hundred eighty (180) days (or more if eligible <sup>(1)</sup>) of  
34 unused sick leave. To be eligible during the term of this agreement, an employee must have earned at  
35 least one hundred eighty (180) days of unused sick leave as of the effective date, not including any  
36 front-loaded days.  
37

38 **[ X ] Sick Leave Contributions – Retirement or Separation from Service:** School Employees  
39 eligible to receive a sick leave cash out include those who either:  
40

- 41 a. Retire (have been granted a PERS, or SERS retirement allowance); or
- 42 b. Separate from service and who are at least age fifty-five (55) with at least fifteen (15)  
43 years of service under PERS 2, or SERS 2, or at least ten (10) years of service under  
44 SERS 3. (Item “B” describes what we mean by separation from service when referring  
45 to sick leave cash-outs).  
46  
47  
48



1 **NOTE:** All leave cash-out contributions on behalf of each eligible employee shall be based on the  
2 cash-out value of leave days or hours accrued by such employee available for contribution in  
3 accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that  
4 all eligible employees will be required to sign and submit to the District a hold harmless agreement  
5 complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to  
6 sign and submit such agreement to the District, the District will not make sick leave cash-out  
7 contributions to the Plan at any time during the term of this agreement, and any and all excess sick  
8 leave which, in the absence of this agreement, would accrue to such employee during the term hereof  
9 shall be forfeited together with all cash rights that pertain to such excess sick leave.

10  
11 <sup>(1)</sup> Employees whose employment contract exceeds one hundred eighty (180) days may accrue sick  
12 leave up to their annual contract amount. Such employee groups may consider a higher eligibility  
13 threshold for annual sick leave contributions to the VEBA Plan.

14  
15 This Memorandum of Understanding shall be in effect September 1, 2024, and shall remain in effect  
16 until August 31, 2025, and be attached to the current Collective Bargaining Agreement.

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19 PUBLIC SCHOOL EMPLOYEES OF  
20 WASHINGTON /SEIU LOCAL 1948

21  
22 KENNEWICK KAESP CHAPTER

KENNEWICK SCHOOL DISTRICT #17

23  
24 BY: /E-signed by Brandy Strait/  
25 Brandy Strait, Co-Chapter President

BY: /E-signed by Toni Neidhold/  
Toni Neidhold, Director of Human Resources

26  
27 DATE: May 18, 2024

DATE: May 20, 2024

28  
29  
30 BY: /E-signed by Melanie Stong/  
31 Melanie Stong, Co-Chapter President

32  
33 DATE: May 22, 2024

