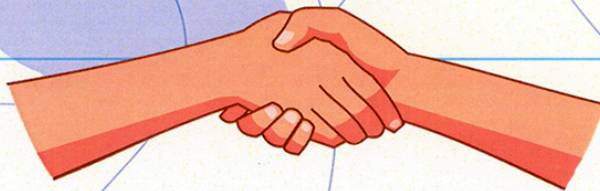


CBA

**KENNEWICK EDUCATION
ASSOCIATION (KEA)
AND
KENNEWICK SCHOOL
DISTRICT (KSD)**

2021-2022

**Collective
Bargaining
Agreement**



Terms

Certificated Bargaining Agreement

This agreement is made and entered into by the Kennewick School District No. 17 Board of Directors, referred to as “the Board,” and the Kennewick Education Association, referred to as “the Association.” The signatories are the sole parties to this agreement.

This agreement was bargained in accordance with RCW 41.59, the Educational Employment Relations Act, and will remain in full force and effect from September 1, 2021, up to and including August 31, 2021. Either party may, upon written notice no later than 60 days before the date of expiration, give notice of its intent to negotiate a successor agreement.

This agreement may be reopened for amendment, provided both parties concur, during the life of this agreement. Either party may notify the other party in writing of its desire to negotiate. Authorized representatives of the Association and the Board will sign supplemental agreements, which will be affixed to and become a part of this agreement and subject to all its provisions.

The parties below sign and approve this agreement on August 19, 2021.

Dawn Adams, President

KSD No. 17 Board of Directors

Bargaining Team

Dr. Traci Pierce
Dr. Doug Christensen
Becca Anderson
Jack Anderson
Toni Neidhold
Rob Phillips
Matt Scott

Rob Woodford, President

Kennewick Education Association

Bargaining Team

Sarah Ard
Mary Bauer
Adriana Chavez
Michele Farthing
Jim Gow
Brittany Haggard
Naomi Rogers
Melissa Schneider

Recorder: Patty Lord

Kennewick Education Association Ratified: _____

Kennewick School Board Adopted: _____

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Article I - Administration

Section 1: Exclusive Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel, whether under contract or on leave, employed by the Board. Representation will cover all personnel assigned to newly-created professional positions, unless the parties agree in advance that the positions are principally supervisory and administrative. Certain substitutes are members of the Bargaining Unit and have limited contract coverage, as defined in **Article III, Section 11**. Representation will exclude the following:

Superintendent	Central Office Coordinators
Assistant Superintendents	Directors and Program Administrators
Executive Directors	Administrative Assistants
Principals	Assistant Principals
Casual Substitutes	

Any term designating an employee - e.g. "resource specialist," "teacher," etc. - when used in this agreement will refer to all professional employees represented by the Association in the Bargaining Unit, as defined.

Sole and exclusive rights are defined as the rights provided to the Association by this agreement, and those rights will not be granted to any rival or competing organization that purports to represent the same employee group for purposes of representation and/or collective bargaining.

Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting gender will include both males and females, and words denoting a number or numbers will include both the singular and plural.

Section 2: Viability of Signed Agreements

Once agreement between the Board and the Association has been reached, ratified by the Association, and adopted by the Board, the agreement will be binding on both parties.

Section 3: Conformity to Law

This agreement will be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this agreement, or any application of this agreement to any employee or groups of employees covered hereby, will be found contrary to law by a court of law having competent jurisdiction, the provision or application will have effect only to the extent permitted by law, and all other provisions or applications of the agreement will continue in full force and effect.

Section 4: Status of the Agreement

This agreement will supersede any rules, regulations, policies, resolutions, or practices of the District contrary to or inconsistent with its terms. Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this agreement will remain in full force.

Section 5: Contract Compliance

All individual employee contracts will be subject to and consistent with Washington State Laws, Washington State Board of Education regulations, and the terms and conditions of this agreement. If any individual employee contract contains any language inconsistent with this agreement, this agreement during its duration will be controlling.

41 **Section 6: Maintenance of Benefits**

42 Unless otherwise provided in this agreement, no provision in this agreement will be interpreted and/or
43 applied to eliminate, reduce, or otherwise detract from current individual salaries and benefits, or
44 prevailing practices relating to wages, hours, and working conditions in effect prior to the effective date
45 of this agreement.

46 **Section 7: Printing and Distribution of Agreement**

47 Both parties must proofread a copy of the final agreement. Both the Association and the District will
48 inform the members on how to access their downloadable copy of the agreement. A hard copy will be
49 available from the District or the Association upon request. A downloadable file on both the District and
50 Association websites will be available.

51 **Section 8: Management Rights**

52 The parties agree that with the exception of the specific provisions of this collective bargaining
53 agreement the District retains all the rights, powers, functions, and authority vested in management by
54 laws and the Constitution of the State of Washington.

55 **Section 9: Subcontracting**

56 The Board will not subcontract work performed by members of the Bargaining Unit, as covered under
57 the terms and conditions of this contract, without bargaining with the Association on the matter.

Article II - Business

Section 1: Payroll Deductions

The Association and its affiliates have the exclusive right of automatic payroll deduction of membership dues, assessments, and fees for employees who are represented by the Association, in accordance with RCW 41.59.

The District will provide dues deduction, assessments, and fees through automatic payroll authorization and will, without exception, refrain from intervention or failure to perform the service.

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

Any Bargaining Unit member may voluntarily join the Association, but no member of the Bargaining Unit will be required to join.

The Association will provide an automatic payroll authorization form to each employee choosing to join the Association. The employee will sign and deliver the authorization to the Association. The District, upon receipt of the authorization, will deduct from the employee's salary each pay period the dues amount set by the Association. Deductions for employees submitting authorization after the commencement of the school year shall commence in the first possible pay period following such authorization. Once an employee has signed the automatic payroll authorization, dues deductions will be continuous thereafter unless revoked in writing to the Washington Education Association through the established process. The Association will promptly submit notice of revocation to the District Payroll Office. The District shall not discontinue dues collection for any employee until receiving confirmation of completion of the aforementioned process through WEA.

The Association will submit the automatic payroll authorization to the District Payroll Office for processing. The Association will provide a table of prorated annual dues, assessments, and fees to the District Payroll Office to determine monthly dues deductions.

Members of the Association may sign a separate voluntary membership form and dues deduction authorization for WEA-PAC and NEA-PAC. The District will deduct these dues in the same manner described above for membership dues deduction.

The Association agrees to defend and hold the District harmless against any legal action brought against the District for compliance with the dues deduction provisions contained in this agreement.

Section 2: Other Deductions

The District will, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance.

A list of the programs eligible for payroll deduction is available at the District Payroll Office. The District and Association mutually determine the programs. These plans may not be implemented without prior written agreement of the District and Association.

Employees will be eligible for deductions under Section 125 of the IRS Code for medical premiums paid out of pocket. In addition, a medical reimbursement plan and/or a dependent care assistance plan administered by a third party will be made available. Those who participate will pay all charges associated with the programs administered by a third party. Section 125 deductions will be from gross

98 earnings and are not subject to income or Social Security taxes. Employees should be aware that
99 deductions under Section 125 might adversely affect Social Security calculations.

100 **Section 3: Association Rights**

101 The Association and its representatives will have the right to reasonable use of school buildings.
102 Scheduling and arrangements will follow normal administrative procedures. The Association and its
103 representatives will have access to all employees, provided this does not interfere with the instructional
104 program.

105 The Association will have the right to post notices of activities and matters of Association concern on
106 bulletin boards provided in each faculty lounge of each building in the District.

107 The Association will have the right to use the employee mailboxes and e-mail for communication
108 purposes.

109 Upon written request, the District will furnish to the Association any available information permitted
110 under statute to assist the Association in carrying out its responsibility as the bargaining representative.

111 The Association may appoint at least one (1) grievance representative at each of the District schools
112 and/or other facilities where employees in the Bargaining Unit work. This representative will assist
113 employees in the Bargaining Unit on matters related to grievances. Representatives of the Association
114 who participate during working hours in grievance-related proceedings, conferences, or meetings with
115 representatives of the District will suffer no loss in pay. The Association will notify the District of the
116 individuals to be released.

117 The District will provide the Association reasonable access to new employees of the Bargaining Unit for
118 the purpose of presenting information about the Association to new employees. This will occur within
119 90 days of the employee's start date.

120 The Association President or other representative chosen by the President will have not less than 30
121 minutes to provide information to new employees regarding Association membership. This time will
122 occur during regular contact hours, excluding lunch, or during the additional hours paid by the District
123 for the new employees at the beginning of the year. New employees not attending this meeting may
124 meet with the Association for no less than 30 minutes at each work site during regular contract hours,
125 excluding lunch, provided it is outside of their teaching time with students.

126 For employees hired after the start of the school year, the Association President shall be informed of the
127 name and location of all newly-hired employees within one (1) week of the employee's start date.
128 Within the first 90 days following this notice, a minimum of 30 minutes will be provided during the
129 contract day, excluding lunch, for the Association to meet with the employee(s) to provide information
130 regarding Association membership.

Article III - Personnel

Section 1: Employment of Certificated Employees

Employees will be contracted in accordance with applicable State laws and assigned in accordance with State certification regulations.

Paraeducators will only be used in these settings when under the direct supervision of an employee.

New employees will receive support from the Peer Assistance and Resources (PAR) program.

All work being performed by the Bargaining Unit will continue to be performed by the Bargaining Unit during the life of this agreement.

Section 2: Academic Freedom

An employee must be free to think and express ideas, free from undue pressure of authority, and free to act within his or her professional group.

The principle of academic freedom for employees will not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:

- A commitment to support the Constitution of the United States
- A concern for the welfare, growth, and development of children
- An insistence upon objective scholarship
- Utilization of current, District-authorized courses of study

Methodology and style of teaching shall not be restricted, provided; such is effective and appropriate to the level and/or subject being taught. Methodology of teaching will be considered to be the employee's choice of instructional methods/strategies/technology and supplemental materials used to deliver the District-adopted curriculum. Nothing in this language is intended to prevent a discussion between a principal and a teacher about specific teaching methodology. If the employee is "Proficient" or "Distinguished" in the Summative Evaluation, the employee will not be mandated to adopt the methodologies that may be discussed.

A free interchange of ideas leading to clearer understandings at the maturity level of students must be expected as part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit, will receive the immediate attention of the employee(s).

The lodging of a complaint will not cause the suspension of a District-adopted course and/or its content without the mutual consent of the affected employee(s), in accordance with **Policy No. 2310**.

Supplementary materials used to augment adopted curriculum will only be suspended after a thorough review and consultation with the affected employee(s) and building administrator(s).

If a grade is changed by an administrator, it will be shown on the historical grades page in the student management system.

Section 3: Certificated Employee Rights

Individual Rights

Employees will be entitled to full rights of citizenship. There will be no discipline or discrimination with respect to the employment of an employee due to race, creed, color, marital status, sex, age, sexual

orientation, national origin, political activity (or lack thereof), membership or non-membership in any organization, religion, honorable discharged veteran or military status, sexual orientation including gender expression or identity, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability, except as necessary to meet a Bona Fide Occupational Qualification. The prohibition against discrimination because of a disability will not apply if the particular disability prevents (after reasonable accommodation under the provisions of the Americans with Disabilities Act) the proper performance of the work involved, and no alternative work can be found. The rights granted in this section are deemed to be in addition to those provided elsewhere.

Right to Join and Support Association

Employees will have the right to self-organization, and/or to form, join, or assist the Association to bargain collectively. The Board will not directly or indirectly discriminate against any employee by reason of membership in the Association, or by reason of participation in any grievances, complaints, or proceedings covered under this agreement.

Right to Due Process

All complaints will be called to the attention of the employee as soon as possible.

An employee can request to have a representative of the Association present. The employee shall be advised of this right at the time the meeting is requested. When a request for representation is made, no action will be taken with respect to the informed employee until a representative of the Association has had an opportunity to be present. No hearing will be delayed more than five (5) workdays due to the unavailability of the employee's requested representative.

No employee will be reprimanded, disciplined, suspended, and reduced in rank or compensation, or non-renewed without just cause. The standard for just cause is as follows:

- Notice: forewarning of consequences of conduct.
- Reasonable Rule: related to the orderly, efficient and safe operation of the District.
- Investigation/Fair Investigation: a thorough, fair and objective investigation is conducted prior to administering discipline.
- Proof: ample evidence is obtained that the employee committed the offense.
- Equal Treatment: rules and penalties are applied consistently and without discrimination.

Penalty: The degree of discipline is reasonably related to the seriousness of the offense and considers the employee's record of service with the District.

The District agrees to follow a policy of progressive discipline which normally should include verbal warning, written 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.

An employee will have the right to face his or her accuser(s). Refusal by a complainant to be identified shall preclude the District from acting upon the complaint unless the revelation of the complainant is precluded by law.

All information forming the basis of any charge will be made available to the employee in writing prior to any investigatory meeting. All complaints concerning the employee, including the specific content of the complaint, will be brought to the attention of the employee within 10 working days, except where 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. All discipline will be conducted in private.

214 In an attempt to resolve problems at the lowest level, principals will encourage parties making a
215 complaint to discuss the issues surrounding their complaint with the employees involved.

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

222 Electronic Surveillance

223 The parties recognize the necessity of the use of video or other electronic surveillance in common areas
224 for safety and security purposes. The parties also recognize the need to balance safety and security
225 concerns with employees' reasonable expectation of a fair level of privacy in the workplace.

226 The District will not use any audio, video, or other electronic surveillance in individual classrooms/work
227 areas (excluding common areas used as classrooms, such as libraries and gymnasiums) without the prior
228 knowledge and written approval of the employee. Electronic surveillance information may not be used
229 as evidence of "Unsatisfactory" or "Basic" performance in the evaluation process.

230 No administrator or agent of the District will engage in monitoring of electronic surveillance recordings
231 with the intent to identify potential misconduct of employees. Information obtained from surveillance
232 cameras shall not be used as a basis for disciplinary action, except to verify or contradict a specific,
233 credible allegation. However, if in the viewing of video for other legitimate purposes the District finds
234 policy violations or criminal behavior, the District may use the video to address the situation.

235 Section 4: Personnel Files

236 An employee or his or her designee will, upon request, have the right to inspect all contents of his or her
237 complete personnel file and/or records kept within the District. The evaluation of an employee is
238 personal information and will not be subject to public disclosure, unless required by law. Processed
239 grievances, garnishments, and attachments of wages will be kept separate from the employee's personnel
240 file.

241 The employee may have an Association representative present when reviewing his or her personnel file
242 and/or records. The District may have representatives present during this review.

243 There will be only one (1) personnel file, which will be kept in the Human Resource Department. There
244 will be no secret or alternative files kept in the District. However, this will not preclude administrators
245 from keeping working files for their own use. All working files will be subject to the employee's
246 inspection, with exclusive right of response by the employee. Central office administrators will review
247 the contract language regarding working files with building administrators **at the beginning of each**
248 **school year.**

249 Correspondence or other materials making reference to an employee's competence, character, or manner
250 will not be kept or placed in the personnel file without the employee's knowledge, and the employee will
251 have the exclusive right of addendum of all items in the files. Any derogatory material not shown to an
252 employee within 10 days after receipt or composition (except in criminal investigations) will not be
253 allowed as evidence in any grievance or disciplinary action against an employee.

254 Derogatory materials, except evaluations, will be removed from the employee's personnel and/or
255 working file at his or her request two (2) years from the date of the circumstance(s) or event(s) that
256 precipitated the placement of the material. Findings relating to offenses against children will remain in
257 the file.

258 The Superintendent or designee, and the employee or his or her designee, will sign an inventory sheet to
259 verify contents of the personnel file at the time of inspection by the employee.

260 **Section 5: Evaluation Procedures**

261 **Definitions**

262 “Classroom Teacher” does not include ESAs, Counselors, Librarians, Psychologists, Lifeskills, Autism,
263 Tier II Behavior, Structured Resource Rooms, or ESL Specialists, Media Specialists, TOSAs,
264 Instructional Coaches, Curriculum Specialists, and other Bargaining Unit members who do not work
265 with or assign grades to regularly-recurring and specifically-defined groups of students. Those
266 Bargaining Unit members who do not meet this definition will remain under the previous evaluation
267 system, as defined in another section of this agreement (see specific evaluation forms in the Appendix).

268 “Criteria” shall mean one (1) of the eight (8) State-defined categories to be scored.

269 “Component” shall mean one (1) of the 22 areas that make up each of Danielson’s four (4) domains.

270 “Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation,
271 inter-rater reliability, and the use of the specific instructional framework and rubrics contained in this
272 agreement any relevant State or Federal requirements. The evaluator shall assist the teacher by providing
273 support and resources.

274 “Artifacts” shall mean any products generated, developed or used by a certificated teacher. Artifacts
275 should not be created specifically for the evaluation system. Additionally, tools or forms used in the
276 evaluation process may be considered artifacts.

277 “Observe” or “Observation” shall mean the gathering of evidence made through classroom or worksite
278 visits or other visits, work samples, or conversations that allow for the gathering of evidence of the
279 performance of assigned duties for the purpose of examining evidence over time against the instructional
280 or leadership framework rubrics. In the Comprehensive Evaluation two (2) 30-minute observations are
281 required. Audio or video recordings cannot be made without prior knowledge and written approval from
282 the teacher.

283 “Evidence” shall mean examples or observable practices of the teacher’s ability and skill in relation to
284 the instructional framework rubric. Evidence collection is not intended to mirror a ProTeach or National
285 Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It
286 should be gathered from the normal course of employment. Documentation related to students and
287 parents may be submitted by the teacher as evidence.

288 “Plan of Support” shall mean a voluntary plan offered/requested to assist an employee to address
289 identified problems during the course of the evaluation cycle.

290 “Plan of Improvement” shall mean a mandatory plan based on the summative score at the end of the
291 evaluation cycle to be implemented the following year.

292 “Not Satisfactory” shall mean:

293 Level 1: “Unsatisfactory” - receiving a summative score of 1 is not considered satisfactory
294 performance for all teachers.

295 Level 2: “Basic” - if the classroom teacher is on a continuing contract with more than five (5)
296 years of teaching experience, and if a summative score of 2 has been received two (2) years in a
297 row or two (2) years within a consecutive three-year period, the teacher is not considered
298 performing at a satisfactory level.

299 “Student Growth” shall mean the change in student achievement between two (2) points in time within
300 the current school year.

301 “Student Growth Data” shall mean relevant multiple measures that can include classroom-based, school-
302 based, and school District-based tools. Assessments used to demonstrate growth will be selected by the
303 classroom teacher and mutually agreed upon by the evaluator. Percentages will not be required by the
304 evaluator as a measurement standard for student growth. Student growth goals without specific
305 percentages will default to the State criteria that more than 50% of students will show growth for the
306 teacher to be “Proficient.”

307 To be “Distinguished,” the significant majority of students will meet the growth goal with consideration
308 of the limiting factors to be discussed between the employee and principal.

309 The purpose of this evaluation system is to help teachers with their own professional growth. Evaluators
310 will begin from the assumption that all teachers are at a level 3 - “Proficient.” For the purposes of
311 evaluation, evaluators start by looking at the requirements for level 3 – “Proficient” and then move in
312 either direction based on the evidence. Quality of evidence will be favored over quantity.

313 State Criteria, Framework and Scoring

314 ***The State evaluation criteria are:***

- 315 • centering instruction on high expectations for student achievement,
- 316 • demonstrating effective teaching practices,
- 317 • recognizing individual student learning needs and developing strategies to address those needs,
- 318 • providing clear and intentional focus on subject matter content and curriculum,
- 319 • fostering and managing a safe, positive learning environment,
- 320 • using multiple data elements to modify instruction and improve student learning,
- 321 • communicating and collaborating with parents and the school community, and
- 322 • exhibiting collaborative and collegial practices focused on improving instructional practices and
323 student learning.

324 ***Instructional Framework***

325 The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte
326 Danielson and approved by OSPI.

327 ***Summative Performance Scoring***

328 If the evaluator and teacher cannot agree on a final summative score, the teacher may request an
329 alternative evaluator to analyze the evidence using the rubric. The overall summative score is
330 determined as follows:

- 331 1) The performance rating for each of the eight (8) State evaluation criteria is determined by
332 combining the component score(s) and the student growth scores for criteria 3, 6, and 8. The score
333 for each criteria shall be determined by weighing all the evidence and/or artifacts collected,
334 considering growth over time, and comparing current performance to the rubric.
- 335 2) Evaluators add up the raw score on these criteria and the employee is given a score of
336 “Unsatisfactory,” “Basic,” “Proficient,” or “Distinguished” based on the scores below:

337	08-14	“Unsatisfactory”
338	15-21	“Basic”
339	22-28	“Proficient”
340	29-32	“Distinguished”

- 341 3) There are five (5) components designated as student growth components embedded in the

instructional framework. These components are in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high, based on the scores below:

05-12	Low
13-17	Average
18-20	High

- 4) The default definition of student growth will be more than 50% of the students meeting the goal. If a teacher receives a “Distinguished” summative score and a “Low” student growth score, he or she must be automatically moved to the 3 (“Proficient”) level for his or her summative score.

A Low Student Growth Rating

Within two (2) months of receiving the low student growth score, or at the beginning of the following school year, one (1) or more of the following must be initiated by the evaluator following discussion with the teacher:

- examine student growth data with other evidence (including observation, artifacts, and student evidence) and additional levels of student growth based on classroom, school, and District tools
- examine extenuating circumstances, possibly including: student attendance, class size, sufficient availability of supplies and equipment for the instructional program, physical learning environment, preparation time, administrative support, student behavior/discipline, curriculum/assessment alignment, and other factors which may have contributed to an “Unsatisfactory” score
- schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices
- create and implement a professional development plan to address student growth areas

Applicability

This evaluation system only applies to classroom teachers, specifically staff with an assigned group of students who provide academically focused instruction and grades for students.

Those employees not using the Focused or Comprehensive system shall be evaluated using the traditional long form, or whichever evaluation has been determined for their particular job.

Professional Development

The evaluative criteria, procedures, and forms will be distributed and explained to all employees in a general meeting at the building level prior to the first observation and evaluation, **on or before September 30**. At that time employees will also be notified whether they will be evaluated using the Comprehensive or Focused process. An employee newly-assigned to a building must have the evaluation tool explained before an observation and evaluation occur. (See the evaluation forms in the Appendix).

Procedural Components of Evaluation

The building administrators, principal, and/or assistant principal(s) will be designated as the evaluator(s) for all employees assigned to the building. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant State or Federal requirements. Each year, the District will provide the Association with evidence of the content and successful completion of this training by each individual serving as an observer or evaluator before any such individuals may participate in the evaluation process of Bargaining Unit members.

385 Prior to the completion of the evaluation report, the evaluator will make the required observations of the
386 employee in a formal teaching setting. The time for at least one (1) of the observations will be pre-
387 determined by the evaluator and the employee. Unless consent is given by the teacher, any employee
388 who has received a 1 or a 2 in any criteria in a previous observation shall not be observed on half-days,
389 late start days, the day before winter or spring break, or on days of assembly or modified schedule. Each
390 regular observation will be at least 30 minutes long. Only the bargained evaluation forms will be used.

391 In addition to observing, the evaluator and the teacher will be jointly responsible for the collection of
392 evidence and artifacts necessary to complete the evaluation. An employee may be asked to provide
393 evidence or artifacts as are reasonable and sufficient to aid the evaluator where such information is not
394 easily observable or obtainable by the evaluator. Evaluators may not mandate arbitrary numbers or types
395 of evidence and artifacts.

396 An employee receiving an “Unsatisfactory” may contact the Association for counsel and advice and
397 include Association representation in the evaluation process.

398 Upon request, teacher may be assigned an alternative evaluator. Requests must be submitted **by October**
399 **1** to the Association President and include a specific reason for the change.

400 **Comprehensive Evaluation**

401 A Comprehensive Evaluation will include evaluation of all eight State criteria. A teacher eligible for
402 Focused Evaluations must complete a Comprehensive Evaluation once every six (6) years.

403 ***Pre-Observation Conference***

404 The pre-observation conference shall be held prior to each formal observation. The teacher and
405 evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to
406 discuss the employee's goals, establish a date for the formal observation, and discuss such matters as the
407 professional activities to be observed, their content, objectives, strategies, and possible observable
408 evidence to meet the scoring criteria.

409 ***Formal Observations***

410 The first of at least two (2) formal observations for each employee shall be conducted **within the first 90**
411 **days of the school year**. The first observation shall be prearranged with the teacher. The teacher may
412 request additional observations. The total annual observation time cannot be less than 60 minutes. Any
413 formal observation shall not be less than 30 minutes in length.

414 Third-year “Provisional” employees must be observed three (3) times for a total of no less than 90
415 minutes.

416 The observations will occur no later than 10 days after the pre-observation meeting.

417 Unless consent is given by the teacher, any employee who has received a “1” or “2” in any criteria in a
418 previous observation shall not be observed on half-days, late-start days, the day before winter or spring
419 break, or on days of assembly or modified schedules. Each regular observation will be at least 30
420 minutes long.

421 The evaluator will document all formal observations using the negotiated form and provide copies to the
422 employee **within three (3) working days**.

423 The second formal observations will occur no sooner than six (6) weeks after the first formal
424 observation and, ideally, in different semesters or trimesters so that reasonable time can be provided for
425 continuing professional growth. The observation will occur no later than 10 working days after the pre-
426 observation meeting.

427 The final formal observation shall occur **prior to May 10**, unless the teacher is on probation, when
428 timelines under the “Probation” section must be followed.

429 All observations shall be conducted openly. Audio or video recordings may not be made without the
430 prior knowledge and written approval of the teacher.

431 ***Informal Observations***

432 An informal observation is a documented observation of no less than 10 minutes that is not required to
433 be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

434 An evaluator may conduct any number of informal observations.

435 Observations do not have to be in the classroom. Department or collegial meetings may be used for
436 informal observations.

437 A copy of the documentation will be provided to the teacher **within three (3) working days of the**
438 **informal observation**. Documentation must identify areas of concern if any exist.

439 Any time after an informal observation a teacher may request a conference to discuss the informal
440 observation.

441 ***Post-Observation Conference***

442 The post-observation conference between the evaluator and teacher will be held no later than 10
443 working days after the formal observation.

444 The purpose of the post-observation conference is to review the evaluator's and teacher's evidence
445 related to the scoring criteria during the observation and to discuss the teacher's performance.

446 If there is an area of concern, the evaluator will identify specific concerns for the applicable component
447 and provide possible solutions to remedy the concern in writing. The evaluator must include a clear
448 description of the problem, a detailed recommendation or recommendations for improvement, and
449 specific acceptable levels of performance, as per the language in the framework.

450 At this time, the teacher has the right to provide additional evidence for each component to be scored.
451 Such evidence must be given appropriate weight and consideration in scoring the components.

452 ***Final Summative Evaluation Conference***

453 **No later than May 25, or prior to May 15**, if the employee is to receive a score below Proficient, the
454 evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative
455 score, including the student growth score, must be determined by an analysis of evidence. This analysis
456 will take a holistic assessment of the teacher's performance over the course of the year. If the teacher is
457 on probation then the timelines under the “Probation” section must be followed.

458 Annual evaluations will be based on all classroom observations and evidence collected for that year.
459 Evidence may be collected at the beginning of the evaluation cycle, which commences **the day after**
460 **school is dismissed and ends May 1 of the following school year**.

461 The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
462 for each criterion.

463 The employee may provide a list of any factors limiting his or her performance, which the evaluator will
464 consider prior to assigning the final summative score. Factors may include, but are not limited to, the
465 following:

- 466 • Class size, in accordance with this contract
- 467 • Sufficient availability of supplies and equipment for the instructional program

- Adequate physical facilities and location to accommodate the learning environment, as necessitated by the area of instruction being taught
- Preparation time for employees, in accordance with this contract
- Administrative support dealing with disciplinary problems, in accordance with this contract.
- Evaluation for employees in the teaching areas for which they are qualified.

The teacher will sign three (3) copies of the final Summative Evaluation report. Distribution of the final evaluation criteria form will be as follows: one (1) to the employee, one (1) to the evaluator, and one (1) to the personnel file. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well and may seek relief through the grievance procedure. An employee receiving an “Unsatisfactory” may write a rebuttal, which shall be attached to the observation report.

Only the final evaluation form and rebuttal, if any, is placed in the teacher’s personnel file. All other documents remain in the working files at the school.

Comprehensive Evaluation Timeline

A teacher will complete the self-assessment form and share it with the supervisor **no later than September 30.**

Student growth goals for criteria 3, 6, and 8 shall be proposed by the teacher and mutually agreed upon by the evaluator during the goal-setting conference, **to be held no later than October 31.**

First formal observation **will be completed by December 1.** Pre- and post-observation conferences should accompany each formal observation.

Student growth summary will be due to the supervisor **on or before April 30.**

The final observation will be completed **by May 10.**

The final evaluation will be completed **by May 25 or prior to May 15** if the employee is to receive a score below “Proficient.”

If a teacher is on probation, the timelines under the “Probation” section must be followed.

Focused Evaluation

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process and will include evaluation of one (1) of the eight (8) State criteria.

If a non-“Provisional” teacher has scored at “Proficient” or higher the previous year, he or she may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

A summative score is assigned using the summative score from the most recent Comprehensive Evaluation. This score becomes the Focused Summative Score for any of the subsequent years. Should a teacher provide evidence of exemplary practice on a Focused Evaluation criterion, a level 4 (“Distinguished”) score may be awarded by the evaluator.

All observations shall be conducted openly. Audio or video recordings may not be made without the prior knowledge of and written approval from the teacher.

Process for Focused Evaluation

The teacher or the evaluator can initiate a move from the Focused Evaluation to the Comprehensive Evaluation. A decision to move a teacher from a Focused Evaluation to a Comprehensive Evaluation must occur **within the first 60 days of the school year.**

509 The criterion area to be evaluated shall be proposed by the teacher and mutually agreed upon by the
 510 evaluator during the goal-setting conference to be held **no later than October 31**.

511 If the employee chooses criterion 3, 6, or 8, he or she must complete the corresponding student growth
 512 components.

513 If the employee chooses criterion 1, 2, 4, 5, or 7, he or she must also complete the student growth
 514 components in criterion 3 or 6.

515 Visits, work samples, or conversations that allow for the gathering and examining of evidence over time
 516 against the instructional framework rubrics may be considered an observation.

517 ***Informal Observations***

518 An informal observation is a documented observation of no less than 10 minutes that is not required to
 519 be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

520 An evaluator may conduct any number of informal observations.

521 Observations do not have to be in the classroom. Department or collegial meetings may be used for
 522 informal observations.

523 A copy of the documentation will be provided to the teacher within three (3) days of the informal
 524 observation. Documentation must identify areas of concern, if any exist.

525 Any time after an informal observation a teacher may request a conference to discuss the informal
 526 observation.

527 A mid-year conference is required to provide feedback on goal and criterion progress.

528 A group of teachers may focus on the same evaluation criterion and share professional growth activities.
 529 This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a
 530 shared goal.

531 ***Final Summative Evaluation Conference***

532 **No later than May 25, or prior to May 15** if the employee is to receive a score below “Proficient” the
 533 evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative
 534 score, including the student growth score, must be determined by an analysis of evidence. This analysis
 535 will take a holistic assessment of the teacher's performance over the course of the year.

536 Annual evaluations will be based on all classroom observations and evidence collected for that year.
 537 Evidence may be collected at the beginning of the evaluation cycle, which commences **the day after**
 538 **school is dismissed and ends May 1 of the following school year**.

539 The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
 540 for each criterion.

541 The employee may provide a list of any factors limiting his or her performance which the evaluator will
 542 consider prior to assigning the final summative score. Factors may include, but are not limited to, the
 543 following:

- 544 • class size, in accordance with this contract
- 545 • sufficient availability of supplies and equipment for the instructional program
- 546 • adequate physical facilities and location to accommodate the learning environment as
- 547 necessitated by the area of instruction being taught
- 548 • preparation time for employees in accordance with this contract
- 549 • administrative support in dealing with disciplinary problems, in accordance with this contract
- 550 • evaluation for employees in the teaching areas for which they are qualified

551 The teacher will sign three (3) copies of the final Summative Evaluation report. Distribution of the final
552 evaluation criteria form will be as follows: one (1) to the employee, one (1) to the evaluator, and one (1)
553 to the personnel file. The signature of the teacher does not, however, necessarily imply that the employee
554 agrees with its contents. The teacher may attach any written comments to observations and to the final
555 annual evaluation report as well, and may seek relief through the grievance procedure.

556 An employee receiving an “Unsatisfactory” may write a rebuttal which shall be attached to the
557 observation report.

558 Only the final evaluation form and rebuttal, if any, is placed in the teacher’s personnel file. All other
559 documents remain in the working files at the school.

560 ***Focused Evaluation Timeline***

561 **During October**, teachers will meet with their supervisors, either as individuals or as grade level teams
562 to review goal(s) for their chosen focus area.

563 Teachers complete and submit the final student growth goal form **no later than October 31**.

564 First formal observation, if appropriate, will be completed **by December 1**. The “observation” may be
565 held during PLC meetings, as appropriate to the criteria.

566 Pre- and post- conferences are not required for the Focused Evaluation process.

567 Student growth summary will be **due to the supervisor April 30**.

568 Final evaluation meetings with individuals or teams will be held **between May 10 and May 25**.

569 Final evaluation will be completed **by May 25 or prior to May 15** if the employee is to receive a score
570 below “Proficient.”

571 **Support for “Basic” and “Unsatisfactory” Employees**

572 The Association will be notified when any teacher with three (3) or more years of experience is judged
573 below “Proficient” on the Summative Evaluation within 10 school days.

574 When a teacher with three (3) or more years of experience is judged below 3 - “Proficient,” additional
575 support shall be granted to the employee to support his or her professional development. This may
576 include: PAR assistance, District-provided trainings, coursework, various materials, and any assistance
577 as may be provided by the Association.

578 In such cases that a teacher with more than five (5) years of experience receives a Summative
579 Evaluation score below “Proficient,” the teacher must be formally observed **before October 15** the
580 following year. If the first formal observation in that following year results in ongoing and specific
581 performance concerns, one (1) of the following may occur:

- 582 1) A structured support or improvement plan will be implemented to support the teacher **within the**
583 **first 60 days of the school year**.
584 2) The teacher may be placed on probation according to the requirements/timelines outlined in the
585 “Probation” section.

586 **Additional Support for “Provisional” Employees**

587 Before non-renewing a “Provisional” teacher, the evaluator shall have made good faith efforts beyond the
588 minimum requirements of the evaluation process to assist the teacher in making satisfactory progress
589 toward remediating deficiencies. The efforts may include:

- 590 • A completed Comprehensive Evaluation conducted in accordance with Section IX above

- A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his or her performance, including benchmarks defining desired performance and indicating it has been achieved
- A description of the assistance and services the District will provide to the teacher to improve his or her performance
- Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies
- Written notice to the Association and teacher **prior to March 1, or 30 calendar days after the teacher began work**, whichever is later.

Section 6: Probationary Procedures

The requirements of this procedure will be to ensure professional rights and due process are maintained for the employee involved, ensure accurate assessment of the charges of deficient performance, outline available District resources, and clearly define and clarify the role of the District and the employee. If it becomes necessary to place an employee on probation, the action will be in accordance with the evaluation procedure contained in this contract.

A classroom teacher's work is not judged satisfactory, and therefore the teacher shall be placed on probation, when the overall summative score is 1 - "Unsatisfactory".

In addition, a continuing contract teacher under **RCW 28A.405.210** with more than five (5) years of teaching experience whose Comprehensive Summative Evaluation score is 2 - "Basic" - for two (2) consecutive years or for two (2) years within a consecutive three-year time period shall also be placed on probation.

Teachers may only be placed on probation from the Comprehensive Evaluation system described above.

Teachers on continuing contracts who have been assigned to teach outside of their endorsement areas shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

A probationary process is to be implemented and completed within this timeframe. In carrying out the probation procedure, the following steps will be followed.

Step 1

Before probation is recommended, the principal will meet with the employee in an attempt to resolve matters relating to performance. This meeting will be held **within 10 days of the date of the fall evaluation and in no case later than January 20**. The employee will have an opportunity to have an Association representative in attendance at the conference.

Step 2

If an employee is to be placed on probation, the Superintendent will notify the employee **after October 15 but no later than January 26 of the current school year**. The Association President will be given notification at least three (3) days before an employee is to be placed on probation. The notification for probation must be in writing, and a copy of that notification must be sent to the employee. The notification for probation will include the following:

- A clear definition of the problem in terms of instruction deficiency, as related to the evaluation criteria based on the framework. Once the areas of deficiency and the criteria for improvement have been established, they cannot be changed
- A clear and reasonable set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined

- A prescription for remediation that spells out courses of action and time expectations, so the employee involved can reach an acceptable level of performance
- A prescription for assistance by the principal that spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level

Step 3

During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section VI above shall apply to the documentation of observation reports during the probationary period.

The probationary teacher may request that an additional certificated evaluator become part of the probationary process, and the request must be granted. Evaluator(s) may be selected jointly and/or separately by the District and the Association.

The probationary teacher may be removed from probation at any time during the process if he or she demonstrates the necessary improvement in the areas specified in the notice of probation.

Step 4

Upon completion of a 60-school day probationary period and after all the steps and processes of the probationary period have been followed, the evaluator shall submit a report to the Superintendent making one (1) of the following recommendations:

- The teacher demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status and renewal of the contract. A teacher with more than five (5) years of experience shall have earned a score of "Proficient." A non-"Provisional" teacher with five (5) or fewer years of experience shall have earned a minimum score of "Basic," or
- The teacher has demonstrated improvement in the stated areas of deficiency but should have the probationary period extended to address areas where further improvement is required, or
- The teacher has not demonstrated sufficient improvement in the stated areas of deficiency, constituting grounds for a finding of probable cause for non-renewal of a contract under **RCW 28A.405.300** or **28A.405.210**.

In addition, as per **RCW 28A.405.100**, immediately following the completion of a probationary program that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and be placed into an alternative assignment for the remainder of the school year. If reassignment is not possible, the District may place the employee on paid leave for the balance of the contract term.

The Superintendent will notify the employee of the status of his or her contract renewal in writing **no later than May 15**.

If probable cause for non-renewal of the employee's contract is determined, notification will be made by action of the Board.

Non-Renewal (Discharge)

When a continuing contract teacher with five (5) or more years of experience receives a Comprehensive Summative Evaluation rating of 1- "Unsatisfactory" for two (2) consecutive years, the District shall, **within 10 days of the completion of the final evaluation conference or May 15, whichever occurs first**, implement the teacher notification of non-renewal (discharge) as provided in **RCW.28A.405.300**.

A teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have 10 working days following receipt of said notice to file any notice of appeal, as provided by statute.

Evaluation Results

Evaluation results shall be used:

- To acknowledge, recognize, and encourage excellence in professional performance.
- To document the level of performance by a teacher of his or her assigned duties.
- To identify specific areas in which the teacher may need improvement, according to the criteria included on the evaluation instrument.
- To document performance by a teacher judged "Unsatisfactory" based on the District evaluation criteria.

Human Resources and personnel decisions will be bargained when required.

Other uses of evaluation results are subject to bargaining.

Evaluators shall not consider school or District-wide, building-wide, department, grade level, or any other groups' scores when evaluating the individual teacher. For example, there shall be no pre-determined limits on the number of 4's ("Distinguished") in a school.

Section 7: Grievance Procedure

The purpose of this grievance procedure is to provide a means for the orderly and the expeditious adjustment of a grievance by an employee or group of employees.

The grievance procedure may be held in abeyance when the involved parties mutually agree to extend the contractual timelines or to use trained conflict managers in an attempt to solve problems at the lowest level.

Every effort will be made to settle problems at the lowest level through informal communication between the employee(s) and his or her or their immediate supervisor(s) or between Association leadership and the District for grievances that would be initiated at Step 2. The employee may include an Association representative in the informal communication. Any informal resolution of a problem must conform to the provisions of the agreement and be reported to the Association President. Grievances will generally not be processed using this procedure until there is evidence that informal two-way communication has been attempted. This does not prohibit the initiation of a formal grievance to preserve timelines, or when either party believes a formal process is necessary.

Every reasonable effort will be made to resolve grievances before the close of a school term, or as soon as possible thereafter.

Definitions

"Grievant" will mean an employee or group of employees or the Association filing a grievance on behalf of an employee or group of employees. A grievance in which two (2) or more employees have the same complaint will be processed as a single action. The Association will have the right to be present and, if the employee elects, may represent the employee at any point in the procedure.

"Grievance" will mean a written statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of the interpretation or application of the terms of this agreement or out of an existing Board policy, administrative regulation, or condition that jeopardizes employee health and safety.

"Days" will mean contracted workdays during the school year and weekdays during the summer. Any grievance actions carried over from the school year will be placed on the summer schedule by agreement between the Association and the District.

"Past Practice" will mean any long-standing frequent practice that is accepted and known about and agreed to by the Association and District or, at least, has been allowed to occur. Past practice is subject to the grievance procedure if it is clear, consistently applied, not a special or one-time exception to a general rule, occurred repeatedly, and has existed for a substantial period of time.

Procedures and Steps

A grievance must be filed **within 30 days of the occurrence of the event** on which the grievance is based or the date on which such event could reasonably have been known to be an alleged grievable violation, not to exceed 120 days. Grievances arising from application of **Article III, Section 9**, of this agreement must be filed within 30 days. The timelines and procedures herein will be strictly followed, unless waived in writing by both parties. Failure of the grievant to follow the timelines will mean the grievance is withdrawn. Conversely, failure by the District to follow the timelines will automatically qualify the grievance for advancement to the next step. Failure of the Board or its representative(s) to meet the specified timelines at the final step preceding arbitration shall result in the requested remedies being granted.

Grievances relating to interpretation and/or application of this agreement, when filed in the name of the Association, may be initiated at Step 2, as provided below.

Step 1 - Immediate Supervisor

The grievant(s) submit(s) a grievance review request (Form A) to the immediate supervisor. The supervisor will schedule a mutually agreeable meeting date within five (5) days after receiving the request and will render a written decision to the grievant(s) within five (5) days after the formal meeting. A copy of the grievance review request will be sent to the Superintendent and the Association President. A copy of the written decision will be sent to the Superintendent and the Association President.

Step 2 - Appeal to Superintendent

If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at Step 1, the grievant may refer the grievance to the Superintendent within 10 days after the receipt of the decision prescribed herein, with a copy going to the grievant's immediate supervisor. The Superintendent will meet with the grievant(s) within 10 days after the grievance has been referred to him or her. Both the Superintendent and the grievant(s) may have other people present at the meeting who might contribute to an acceptable adjustment of the grievance.

The Superintendent will render a written decision concerning the grievance and any other adjustment within 10 days after the grievance has been heard. Copies of the decision by the Superintendent will be sent to the grievant, the grievant's immediate supervisor, and the Association President. The Superintendent's office will retain a copy.

Step 3 - Appeal to Board (Optional)

If the grievant is not satisfied with the disposition of his or her grievance at Step 2, or if the Superintendent or designee has not provided a written decision within the time limits prescribed in Step 2, then the grievant, or the Association acting on his or her behalf, may request a meeting with the Board. At the request of either party, the Board and the Association may mutually agree to move the grievance directly to Step 4. If a request for a meeting with the Board or request for a waiver of this step is not delivered to the Superintendent within 30 days after the meeting prescribed in Step 2 is held, the grievance will be deemed withdrawn. The Board will meet with the grievant, Association

representatives, and Superintendent within 30 days after the Superintendent receives the request for the meeting. Within 15 days after the meeting, the Board will render a written decision on the grievance.

Step 4 - Binding Arbitration

If the grievance is not resolved at Step 3, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within 30 days of receipt of the Step 3 response. The arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of the arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

The arbitrator will make a decision in writing after the close of the hearing.

During the arbitration, neither the District nor the Association will be permitted to assert any evidence not previously disclosed to the other party. Each party will bear the full cost for its side of the arbitration and will pay one-half of the costs for the arbitrator and any administration fee for arbitration.

Freedom from Reprisals

No reprisal will be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

Powers of Arbitrator

The arbitrator will have no power to alter, add to, or subtract from the terms of this collective bargaining agreement.

Election of Remedy

An employee receiving notification of non-renewal of contract, discharge, or adverse effect may challenge imposed discipline through the grievance procedure. If an employee invokes his or her rights under statute to challenge the discipline and continues to pursue the statutory appeal process, the parties agree that the Association may not advance the grievance on behalf of the employee to the arbitration step. The Association may advance the grievance to the arbitration step on behalf of the employee if the employee agrees to waive his or her right to challenge the discipline under applicable statute, said waiver to be in writing. In the event the employee waives his or her right to challenge proposed discipline through the statutory appeal process, and instead grieves the discipline through the Association to arbitration, the proposed discipline shall be held in abeyance until an adverse ruling is received from the arbitrator. Holding proposed discipline in abeyance does not prevent the employer from placing the employee on paid administrative leave until a ruling is received.

Release Time

Grievances will ordinarily be processed during the regular workday, and release time will be provided for all participants in the investigating and processing of grievances, including the grievant, Association representatives, and witnesses.

Section 8: Layoff and Recall

In the event the District anticipates a significant loss in revenue, a reduction in force may be instituted. Prior to eliminating any certificated positions, both parties will review and negotiate all elements of the contract funded by sources other than the State Basic Education Act (BEA) funding.

Reductions will not be made without thorough review of programs and options available. The Board will notify the Association of the proposed layoff by **May 15** and will provide to the Association a report of the financial situation, anticipated program changes, and needed staffing levels.

803 Certificated employees returning from leave must be rehired; however, these employees are subject to
804 the layoff and recall provision on the same basis as any other certificated employee. These
805 determinations are based upon seniority, as specified in the layoff and recall provision of the contract.

806 The term "layoff" means placing Bargaining Unit members on unemployed status due to economic
807 necessity.

808 Layoff Procedure

809 A reduction in force will be determined by State seniority. All retire/rehire and non-continuing contract
810 employee positions will not be rehired prior to a reduction in force. The least senior certificated
811 employee(s) will be laid off first.

812 "Seniority," for the purposes of this section only, is defined as the total number of years teaching in the
813 State of Washington and will be computed in the District. Seniority for part-time certificated employees
814 will be credited on the same basis as their percentage of employment, i.e. half-time employment for a
815 full year yields one-half year of seniority.

816 The District will compile and publish a State seniority list **by March 1**. The State seniority list will be
817 posted in each building and five (5) copies will be given to the Association. Challenges to seniority
818 placement will be made in writing to the Human Resources Department **by March 31**. A corrected
819 seniority list will be published and posted in each building; five (5) copies will be given to the
820 Association **by April 15**.

821 Ties in Seniority

822 When certificated employees have equal State seniority, the following ranked criteria will be used to
823 break ties:

- 824 1) District seniority: date and time on the recommendation for hire form filled out by the building
825 administrator. For pre-1984-85 contracts, the start date of the contract will be used; for 1984-85 to
826 the present, the date on the letter of intent to hire will be used.
- 827 2) Drawing lots defined as: the employee will place his or her name into a hat/drawing box and a
828 neutral party will draw a name. Date and time of drawing of lots will be communicated to all
829 affected employees.

830 The Board will notify in writing **by May 15** those employees who will be laid off.

831 An employee receiving written notification of layoff will retain an employment relationship with the
832 District by being automatically placed on layoff and recall status. Credit for any education acquired
833 during that year will be granted.

834 Acceptance of contract employment as a certificated employee in any other school District while on
835 layoff status will constitute an automatic termination of the employment relationship, as provided
836 herein, and the employee will notify the District by registered letter or by personally contacting the
837 District Human Resources Department. The District will hire no certificated employee from outside the
838 Bargaining Unit until all certificated employees on layoff status have been determined to be unqualified
839 for the position.

840 Employment of substitutes will come from those certificated employees on layoff status, except in those
841 cases when no certificated employee is available and qualified for the position. There will be no
842 challenge to the unemployment compensation of any Bargaining Unit member on layoff status who
843 declines casual substitute employment, except those individuals who have already been accepting
844 substitute employment.

845 Upon the request of an employee, the District will make provision for the continuance of an employee's
846 participation in any District group insurance program. The employee will pay the entire premium to the
847 District Payroll Office on a monthly basis, as required by the Payroll Office.

848 Evaluation Notation

849 If an employee is assigned outside his or her major endorsement(s) or certification as a result of no other
850 employee on layoff being qualified, he or she will have a notation placed on the annual evaluation form
851 stating the assignment is an emergency assignment outside his or her endorsement(s) or certification.

852 Recall

853 Recall will be by seniority order, according to the curriculum areas and/or elementary levels for which
854 the employee is qualified. The District will give written notice of recall by sending a registered letter to
855 the employee at his or her last known address. It will be the responsibility of the employee to notify the
856 District of any change of address. Any employee notified will respond whether he or she accepts or
857 rejects the position **within 10 working days from receipt of the notice.**

858 All continuing and "Provisional" employees will be recalled prior to non-continuing and substitute
859 employees.

860 Section 9: Assignment and Transfer

861 In order to ensure pupils are taught by employees working within their areas of competence, employees
862 will not be assigned except in accordance with the regulations of the Professional Education Standards
863 Board and any applicable Federal laws.

864 Employees new to the District will remain in their original assignment for the first year of employment.
865 A copy of the school's schedule for the following school year will be made available to each employee
866 **by June 1**. It is understood that, in creating schedules, minor adjustments to individual assignments may
867 be necessary due to normal fluctuations in student populations and program needs. The parties agree
868 such adjustments will not be considered a reassignment, as defined herein. Assignment adjustments will
869 be made in a manner that minimizes changes to employees' current assignments, to the greatest extent
870 possible. In the event it becomes necessary to reassign employees following the notification, the
871 immediate supervisor will consult with the affected employee and notify the Association President,
872 citing the reasons the reassignment needs to occur. In the event an employee is unavailable for
873 consultation, the employee will be consulted as soon as possible upon his or her return. Assignment
874 changes **after June 1** will not be the normal practice of the District and will be done only out of
875 necessity.

876 Resignations and retirements that are received **prior to February 28** and are effective at the end of the
877 school year will be posted on the District's website **by March 15**. All other openings will follow regular
878 contract language of being posted within five (5) days of Board approval.

879 Definitions of Terms

880 "Vacancy" is a position that has been permanently vacated, or one that has been newly created. The
881 Association will be notified when vacancies are verified through the staffing and budgeting process.
882 Vacancies will be posted within five (5) days of the Board's approval of the retirement or resignation.
883 The District and Association must agree to a delay of more than five (5) days on any posting.

884 "Assignment" shall mean an employee's placement in a particular grade level, subject area(s) and
885 subject sections (specific courses), or specialty area within a building.

886 "Reassignment" shall mean a change in an employee's assignment other than a minor change (as
887 defined above).

888 “Transfer” shall mean a change of an employee’s worksite which may or may not involve reassignment.
889 “Employee transfer/reassignment request” is one initiated by the employee for a change in assignment in
890 the same building, or in a different building.

891 “Administrative transfer/reassignment” is an administratively-initiated change in department, grade
892 level, subject matter, or building.

893 “Seniority,” for the purposes of this section, is defined as the total number of years teaching in the
894 District. When employees have equal seniority, the date of hire will be the determining factor. If the date
895 of hire is the same, the determining factor will be the date and time on the recommendation for hire form
896 filled out by the building administrator.

897 Where the District’s action would not contradict the intent of this section, the Association recognizes
898 that the District gets to determine the required and preferred qualifications for positions posted under
899 this contract. The District agrees to limit the required qualifications to certifications and endorsements
900 for the majority of these positions.

901 The District and the Association agree there may be cases when requirements for internal candidates
902 beyond certification and endorsement may be desirable and beneficial for special positions. Additional
903 qualifications will be limited to language requirements (bilingual, Dual Language), specific Special
904 Education training (behavioral, autism), minors in content areas, or majors in content areas. These
905 qualifications will only be used for the essential functions of the job. The Association may review job
906 postings and contact the Human Resources department should it have a concern.

907 For staff holding a K-8 certification, the District will consider them qualified to apply for any middle
908 school position that does not contain classes that are taught for high school credit.

909 In addition, if a teacher does not have an endorsement in a specific subject area (e.g. math) but does
910 have a K-8 endorsement and has successfully taught a course in that subject area for high school credit
911 in the past five (5) years, he or she will be eligible to transfer into a similar position that includes the
912 same or similar courses for high school credit, as agreed upon by the District and the Association.

913 If more than one (1) employee meets the required qualifications, the most senior employee will get the
914 position.

915 Ties in Seniority

916 When employees have equal qualifications, as defined herein, and equal District seniority, the following
917 ranked criteria will be used to break ties:

- 918 1) District seniority: date and time on the recommendation for hire form filled out by the building
919 administrator. For pre-1984-85 contracts, the start date of the contract will be used; for 1984-85 to
920 the present, the date on the letter of intent to hire will be used.
- 921 2) Drawing lots defined as: the employee will place his or her name into a hat/drawing box and a
922 neutral party will draw a name. Date and time of drawing of lots will be communicated to all
923 affected employees.

924 District Seniority List

925 The District will keep seniority records and administer the seniority lists pertinent to assignment and
926 transfer. The District will retain copies of the seniority list and make the list available to the Association,
927 the Human Resources Office, and to employees by **April 15** of each school year so appropriate transfers
928 to vacant positions may occur.

929 The District will provide requested information to the Association when issues arise from individual
930 employees.

931 Internal Hiring Practices

932 When a vacancy is made available, internal candidates who have applied for specific positions will be
933 offered those positions before outside candidates as long as qualifications are met under the definition of
934 “Qualifications” outlined in this section. Vacancies will be filled in-building first, followed by in-
935 District candidates.

936 In-building/In-District Placement Procedure

937 A principal will notify the Association and all building staff by email of vacant positions within the
938 building as soon as they are available for posting.

939 In-building/In-District staff will have eight (8) school days, or eight (8) working days during the summer
940 to apply for a vacant position through the online application system.

941 An employee may choose, but will not be required, to meet with the building administrator to
942 understand the building practices, procedures, and initiatives specific to the position to which he or she
943 is applying.

944 After eight (8) days, if an in-building employee is qualified for the position, the principal will offer the
945 employee the position. In the case that more than one in-building employee is interested in a position,
946 the position will be offered to the qualified and senior employee.

947 If a position is not filled in-building after the eight (8) day period, the position will be offered to the
948 qualified, most senior in-District applicant, if any.

949 Teachers with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by
950 the District and Association.

951 Summer Vacation

952 Prior to summer vacation, **no earlier than May 15 but before the last day of the school year**, the
953 Human Resources Department will email a reminder to all staff reminding them to watch the District
954 website for all openings in their buildings and around the District. Normal hiring procedures will be
955 followed during summer vacation.

956 **After June 20** positions will be open to both internal and external candidates at the same time. The
957 screening and hiring for positions open **after June 20** will be based on meeting the qualifications of the
958 job postings as well as reference checking for outside candidates.

959 Principals will be required to post all open positions within five (5) days of the Board’s approval of the
960 retirement or resignation.

961 An employee may choose, but will not be required, to meet with the building administrator to
962 understand the building practices, procedures, and initiatives specific to the position to which he or she
963 is applying.

964 Procedures for Opening a New School

965 When a new school is opened, the following procedures will be followed in transferring unit members to
966 that school:

- 967 • The proposed organizational plan of the school will be placed on file and sent to the Association
968 prior to positions being posted in the Human Resources Department as per the Assistant
969 Superintendent of Human Resources.
- 970 • The organizational plan shall set forth the number of positions at the new site together with
971 required qualifications for each position.

- A “Core Team” will be developed by the new building principal, the Assistant Superintendent of Human Resources, and the Association.
- The “Core Team” members will be mutually agreed upon by representatives of the District and Association and will be appropriate to the level and size of the school being opened.
- A written application will be developed by the principal, Assistant Superintendent of Human Resources or designee, the Association President and designee, thus allowing four (4) total.
- Employees will be ranked and selected in order of qualifications, seniority and interest by a committee consisting of the principal; administrative representative; and two (2) Association representatives, to be appointed by the Association President.
- The “Core Team” will receive per-diem rate of pay for any meetings scheduled by the principal outside of the work day.
- The remainder of the positions for the new school will be posted by a mutually agreed-upon date and filled in accordance with provisions of this agreement used for all vacancies.
- A set daily schedule, in compliance with the contract, that includes, but is not limited to, a prep rotation schedule, recess schedule, and lunch schedule will be provided to the teachers a minimum of seven (7) days prior to the first day of school.

Members of the new building will receive three (3) additional paid days for planning, preparations, and collaboration.

Vacancies for the Subsequent School Year

A principal will notify the Association and all building staff by e-mail of vacant positions for the subsequent school year within the building as soon as the positions are available for posting.

In-building/In-District staff will have eight (8) school days, or eight (8) working days during the summer to apply for a vacant position through the online application system.

An employee may choose, but will not be required, to meet with the building administrator to understand the building practices, procedures, and initiatives specific to the position to which he or she is applying.

After eight (8) days, if an in-building employee is qualified for the position, the principal will offer the employee the position. In the case that more than one (1) in-building employee is interested in a position, the position will be offered to the qualified and senior employee.

If a position is not filled in-building after the eight-day period, the position will be offered to the qualified, most senior in-District applicant, if any.

Teachers with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by the District and Association.

Vacancies During the School Year

All transfers/reassignments will take place at the beginning of the school year.

Vacancies will be filled at the beginning of the following year with internal candidates before any outside candidates, as long as qualifications are met under the definition of “Qualifications” outlined in this section. Vacancies will be filled in-building first, followed by in-District candidates.

An employee may choose, but will not be required, to meet with the building administrator to understand the building practices, procedures, and initiatives specific to the position to which he or she is applying.

In the event a leave is granted during the school year, that position will be filled with an employee on a non-continuing leave replacement contract.

1015 The District will post vacancies occurring during the school year as soon as such vacancies are known.
1016 If a District employee is selected for a vacancy during the school year, he or she will be
1017 transferred/reassigned at the beginning of the next school year. The District may fill the vacancy with a
1018 non-continuing leave replacement contract employee (**RCW 28A.405.900**) provided there will be no
1019 more employees on a non-continuing contract than on leave.

1020 A vacancy no in-District employee applies for or is qualified for will be filled with a regular, contracted
1021 employee. Vacancies will be posted for at least five (5) days prior to filling the position. A copy will be
1022 sent to the Association and posted by e-mail in each building.

1023 An employee who wishes to apply for a transfer/reassignment to a posted vacancy can apply as an
1024 internal candidate through the District's online application system by the closing date, or as long as the
1025 position is posted.

1026 Employees applying for transfer/reassignment to a vacancy will be considered on the basis of
1027 qualifications and seniority.

1028 When a position has been filled, the Human Resources Office will notify, in writing, each employee
1029 whose request for transfer/reassignment was not granted within five (5) days of the closing date.
1030 Employees have the right to request the specific reason they were not selected for a position.

1031 **Administrative Transfers/Reassignments**

1032 Notice of an administrative transfer/reassignment will be given to the affected employee as soon as the
1033 decision to transfer is determined. If no employee is affected due to lack of qualifications, the least-
1034 senior employee will be selected as long as academic program requirements can be met.

1035 An administrative transfer/reassignment will be made after the affected employee has been personally
1036 contacted by the building principal or Human Resources administrator and told the specific reasons for
1037 being selected for a transfer/reassignment. A transferred/reassigned employee is entitled to discuss his or
1038 her personal desire at that time.

1039 An employee selected for an administrative transfer/reassignment during the school year will be released
1040 from teaching for up to three (3) days or an employee may choose to be provided the greater of three (3)
1041 days of per-diem or curriculum pay, at the employee's option, to prepare for the new assignment. The
1042 preparation time must be scheduled within one (1) week of the transfer date. An employee who is
1043 transferred during the school year will be provided the assistance of the Maintenance and Operations
1044 Department as needed to help move instructional materials.

1045 When an employee is involuntarily transferred/reassigned outside of the school year, he or she will be
1046 reimbursed for the move according to the following: 10 hours at the greater of curriculum or per-diem
1047 rate for out-of-building transfers and 7.5 hours at the greater of curriculum or per-diem rate for in-
1048 building reassignment. For staff members who have large amounts of curriculum materials and supplies
1049 to move – such as librarians and P.E. teachers – additional time will be granted.

1050 When a school moves out of its existing building or back into its remodeled building, employees will be
1051 paid 15 hours at the greater of curriculum or per-diem rate for packing and moving preparations of their
1052 personal items only. Employees will not be required to pack District items and materials. Those staff
1053 members who have large amounts of District curriculum materials and supplies to move – such as
1054 librarians and P.E. teachers – will be granted additional time at the District's discretion.

1055 When opening a new school creates a loss of positions at other buildings, the Superintendent or his or
1056 her designee will place on file in the Human Resources Department the proposed staffing plan of the
1057 school, as soon as the plan is available. An organizational plan will be developed to determine the
1058 estimated positions at the new school, along with the qualifications of each position. The District and the

1059 Association will meet to determine appropriate procedures for identification of employees to be
1060 considered for transfer, should any deviation from the procedures specified above be deemed necessary
1061 by the parties.

1062 **Section 10: Staff Protection**

1063 The District will provide general liability and errors and omission insurance for employees who are
1064 acting within the scope of their employment, whether their duties are specific or implied, and whether
1065 their duties are performed during or after regular working hours. The insurance will provide limits
1066 comparable to school districts of similar size. Legal counsel will be provided, through insurance, to any
1067 employee against whom a lawsuit is initiated provided the employee, at the time of the act or omission,
1068 was acting within the scope of his or her employment.

1069 **Threats to an Employee**

1070 Threats of injury or death to employees, including substitutes, will be investigated. An employee who is
1071 threatened by any person or group while carrying out assigned duties will immediately notify his or her
1072 supervisor, or be notified by the supervisor in the event the employee is not already aware of the
1073 situation. The supervisor will notify the Superintendent and Assistant Superintendent of Secondary or
1074 Elementary Education. The employee or supervisor will have the option of notifying the police.

1075 Building administration will take immediate steps, with the cooperation of the employee, to provide for
1076 the employee's safety. Building administration will report precautionary measures for the employee's
1077 safety to the Assistant Superintendent of Secondary or Elementary Education, and/or Superintendent at
1078 the earliest possible time.

1079 When a principal becomes aware of a threat, he or she will:

- 1080 1) Identify the nature of the threat.
- 1081 2) Make every attempt to identify the person making the threat.
- 1082 3) If appropriate, lock down the classroom, or other rooms, involved, and, if necessary, lock down
1083 the school.
- 1084 4) If possible and/or practical, not remove, erase, destroy, or clean any evidence prior to contacting
1085 the police and/or a School Resource Officer (SRO) and following their direction.
- 1086 5) Take appropriate steps to provide for the safety of the employee, in consultation with the
1087 employee, the District, Association leadership, and the police, if necessary.
- 1088 6) Ask for the employee's input with regard to any disciplinary action taken against the student(s)
1089 involved.
- 1090 7) Assist an employee who wishes to file a complaint and/or a restraining order.
- 1091 8) Remain in contact with the employee to offer assistance and support.
- 1092 9) The District will support any employee in seeking legal redress for violations of the law
1093 committed by students or members of the public who verbally or physically abuse an employee
1094 while he or she is performing duties for the District.

1095 Additionally, employees are encouraged to file a complaint with the District and provide a copy to the
1096 Association in any situation when student misuse of technology threatens an employee's safety and/or
1097 professional reputation.

1098 The District will take all reasonable steps to protect employees from cyber bullying, derogatory web
1099 postings and video, harassment via e-mail, fraudulent personal websites or postings, false electronic text
1100 messaging, or other technology misconduct that threatens an employee's safety and/or professional
1101 reputation. The District will reasonably investigate evidence of such activity and take action, when
1102 appropriate.

1103 If necessary, the District will notify law enforcement agencies regarding any such activities perpetrated
1104 against an employee and seek enforcement of pertinent laws and all pertinent provisions of the WACs
1105 and RCWs.

1106 Any incident involving harassment of an employee will be promptly investigated by the District.

1107 In the event that a student makes a threat to the life of another student, building administrators will
1108 notify the staff of the threat and intervention steps taken.

1109 To the extent allowed by the law and when records are available, building administration will inform
1110 employees when students with records of weapons, assaults, threats, bullying, or perpetrating violence
1111 are enrolled in their class prior to the student's first day in the employee's class. Building administrators
1112 will provide employees with a copy of the student's behavior intervention plan and any other documents
1113 and information needed to ensure safety.

1114 To the extent allowed by law and when records are available, employees who receive transferred
1115 students with records of weapons, assaults, threats, bullying, or perpetrating violence shall be notified
1116 prior to that student's first school day or immediately upon the District's receipt of those records.

1117 When students with records of weapons, assaults, threats, bullying, or perpetrating violence transfer to
1118 another building within the District, building administrators from the transferring school will ensure that
1119 accurate and complete discipline records are provided to the receiving school before the student
1120 transfers.

1121 To the extent allowed by law and when records are available, a student's prior criminal history will be
1122 provided to any employee who has regular contact with that student, prior to their enrollment in the
1123 school.

1124 The District will take appropriate action against perpetrators and report findings and actions to the
1125 impacted employee and the Association.

1126 The District expects employees using the services of private lawyers to cover their own obligations for
1127 fees or costs incurred by the use of those services.

1128 **Property Damage**

1129 The District will reimburse employees for replacement of any clothing or other personal property
1130 damaged, destroyed, or stolen during the course of their employment, and/or cover the cost of medical,
1131 surgical, or hospital service incurred as the result of any injury sustained in the course of their
1132 employment, provided an employee exercised reasonable safeguards in maintaining the security of his or
1133 her personal belongings. Items under \$25 will not be subject to claim, pursuant to this section.

1134 Personal property used as classroom instructional aids will be registered with the building principal on a
1135 form available in the main office of each school building. Registration of personal property will be
1136 required when it is brought into the building, and notification will be given to the main office when the
1137 employee removes the personal property from the employee's workstation.

1138 The District will reimburse up to \$100 per incident toward the employee's insurance deductible for
1139 damage caused by verified vandalism to the employee's vehicle or other personal property while he or
1140 she is performing contractual duties. Payment will be made after the employee has provided
1141 documentation of his or her expenditure.

1142 **Personal Injury**

1143 Whenever an employee sustains a disabling injury in the course of employment, the District will grant
1144 the injured employee a leave with contract pay for a period not to exceed one (1) year, or to the limit of
1145 the accumulated sick leave provided for in this contract. During this period of disability, an employee

1146 may use his or her sick leave to compensate for the difference in the amount of State industrial
1147 insurance, employee retirement disability, and his or her regular salary, to the limits of his or her accrued
1148 sick leave. The sick leave will be reduced in the same ratio as the payout bears to this total salary. The
1149 District will maintain all benefits – for example, retirement, Social Security, sick leave, and salary
1150 placement.

1151 Matters relating to unsafe health or safety conditions will be reported to the building principal. The
1152 parties will abide by the applicable safety standards set forth in the Washington Industrial Safety and
1153 Health Act.

1154 Hepatitis B Inoculations

1155 The District agrees to pay up to \$6,000 annually for all employees who are not listed on the District
1156 exposure control plan who wish to receive Hepatitis B inoculations. Employees who are not included in
1157 the District exposure control plan will be expected to use their insurance to pay for their inoculations
1158 and be reimbursed by the District for what was not paid for by insurance. Employees will be expected to
1159 provide proper documentation prior to reimbursement.

1160 Safety Issues

1161 The District will ensure there are effective safety committees at each building. Building safety
1162 committees will be funded.

1163 The District will ensure that confidential student files about students who have been suspended or
1164 expelled are kept at each building. Each building's staff will be made aware of the availability of these
1165 files.

1166 The District will provide walkie-talkies or other devices for staff who need to contact administration in
1167 an emergency.

1168 At the teacher's request, the District will provide CPI training.

1169 Copyrights and Patents

1170 Ownership of any materials, processes, or inventions developed solely by an employee's effort on his or
1171 her own time by individual effort, research, and expense will vest in the employee and be copyrighted or
1172 patented, if at all, in his or her name. When there is use of District time and resources, ownership will be
1173 set at a ratio of each party's participation.

1174 Section 11: Contracts, Workday, and Payment

1175 The District will provide a contract for each employee in conformity with Washington State law, state
1176 board of education regulations, and this agreement.

1177 The Association acknowledges the right of management to create new programs and new schools. The
1178 Association will have input in the creation of new programs and new schools. Wages, terms, and
1179 conditions of employment for employees associated with new programs and new schools will be
1180 negotiated on an ongoing basis by the District and Association.

1181 Employee contracts are defined below.

1182 Continuing Contracts

1183 A continuing contract is a full-time assignment, or a portion of a full-time assignment. A full-time
1184 employee will receive full rights and benefits under this agreement. An employee working a portion of a
1185 full-time assignment will receive prorated benefits and full rights under this agreement.

1186 Non-continuing Contracts

1187 Non-continuing contracts are offered when employees with continuing contracts are on leave. A non-
1188 continuing contract is a full-time assignment or a portion of a full-time assignment. An employee on a
1189 full-time, non-continuing contract will receive full rights and benefits under this agreement. An
1190 employee working a portion of a full-time assignment will receive prorated benefits and full rights under
1191 this agreement.

1192 **Retire-Rehire**

1193 An employee who retires and is separated from service may be rehired in accordance with current
1194 District policy and applicable RCW guidelines.

1195 **Teachers on Special Assignment (TOSAs)**

1196 Teachers on Special Assignment (TOSAs) provide specialized expertise and resources and may be
1197 utilized in many non-evaluative capacities. All TOSAs retain their contractual rights, as defined in this
1198 contract.

1199 CPEs in the PAR Program are TOSAs as defined in Article IV, Section II of this contract. CPEs are not
1200 subject to the provisions in this section.

1201 Any TOSA hired **before September 1, 2008**, will be grandfathered in his or her position unless he or
1202 she is not renewed by the District or opts out of the TOSA position. A leave may be requested by a
1203 TOSA from part or all of that TOSA's teaching assignment so an in-building or in-District assignment.
1204 is held in the meantime.

1205 Any TOSA position that becomes available **after September 1, 2008**, will be posted as a continuing
1206 position, with no leave attached.

1207 Any TOSA positions that might be created in conjunction with other school Districts will continue for
1208 the duration of the agreement with those entities.

1209 A TOSA may not participate in or contribute to the evaluation of any employee.

1210 TOSAs will be evaluated using the TOSA evaluation form in the Appendix.

1211 **Substitute Employees**

1212 Substitute employees will be paid according to the following schedule, with the listed benefits:

1213 ***Sporadic Days***

1214 Employees with less than 30 sporadic days are not considered members of the Bargaining Unit.

1215 Employees with 31 or more sporadic days are considered members of the Bargaining Unit and will be
1216 paid at a rate mutually agreed upon by the Association and District.

1217 ***1-20 consecutive days in the same assignment***

1218 Employees receive substitute pay.

1219 ***21-90 days in the same assignment***

1220 Employees receive pay at their certificated rate, including retroactive pay for the first 20 consecutive
1221 days, and are considered members of the Bargaining Unit.

1222 ***Days 91-Beyond***

1223 Employees continue to receive pay at the certificated rate and are considered members of the Bargaining
1224 Unit.

1225 ***630 Hours worked and beyond***

1226 Employees also begin to receive health insurance benefits in accordance with SEBB, as well as prorated
1227 sick leave.

1228 Substitute employees have no other coverage under this contract.

1229 Job Sharing

1230 Two District employees may share a 1.0 FTE contract.

1231 Copies of Contract

1232 An employee may retain one (1) copy of his or her individual contract. All other copies will be returned
1233 to the District for processing.

1234 Payment

1235 In accordance with state law, all employees will be paid in 12 monthly installments. Each check will
1236 contain one-twelfth of the contracted salary. Stipends or supplemental contracts that cover the entire
1237 school year will be paid in 12 monthly installments or over the number of remaining months in the
1238 contract year when the stipend or supplemental contract is issued.

1239 Payroll checks will be issued to employees **on the last business day of each month.**

1240 When an underpayment is discovered, corrections will be made **no later than the next payday.** When
1241 an overpayment is made, the correction will be made **on the employee's next monthly check.**

1242 Cumulative errors in overpayment will be corrected at the rate they accumulated. If the normal
1243 repayment schedule will cause financial hardship for the employee, other repayment arrangements may
1244 be negotiated with the District.

1245 All compensation owed to an employee who is leaving the District will, upon request, be paid **no later**
1246 **than the end of the next succeeding pay period.**

1247 Length of Contract

1248 The length of the regular employee contract will be consistent with the number of days funded by the
1249 state legislature. For example, for 2010-11 it will be 180 days. Each year the amount is subject to change
1250 per determination by the state. Any extension of contracted days by the District will be computed on the
1251 employee's contracted rate of pay. For example in 2010-11 it will be 1/180.

1252 Length of Workday

1253 The certificated workday is 7½ hours, including a 30-minute, duty-free lunch during the regular lunch
1254 period. Individual building schedules will be established by the building principal, in consultation with
1255 the building staff. When sites elect to modify the student day to provide planning/teaming time for
1256 employees at the site, required teaming time will not exceed the number of minutes accumulated by the
1257 modified student schedule.

1258 Non-instructional Supervisory Duties

1259 Certificated staff will not be required to do bus duty and/or any other before- or after-school supervision
1260 duties for more than five (5) days in a six (6) week period. Staff who are required to attend meetings
1261 during their assigned duty time will be excused from bus duty without having to find their own
1262 coverage.

1263 Prior to any school building beginning food service programs where food is brought into the classroom,
1264 the District will hold a meeting at the impacted building(s) to allow staff to ask questions and express
1265 concerns. Concerns will be addressed and further meetings held if any subsequent problems arise. Steps
1266 will be taken to alleviate those problems to minimize the impact on instruction.

1267 In the event double-shifting of the school day becomes necessary due to increased enrollment and lack
1268 of facilities, the following provisions will be made:

1269 1) Split shifts will not occur.

- 1270 2) The employee's workday will be as written above, unless the need for building facilities warrants
1271 his or her preparation time be spent outside the school building, at which time other arrangements
1272 can be made, at the principal's discretion.
1273 3) Librarians, counselors, elementary music employees, and elementary P.E. employees will work a
1274 regular school day, with the beginning time determined by the building principal.

1275 The minimum scheduled teaching time (exclusive of relief time, inclusive of break time) will be five (5)
1276 hours daily. Adjustment of the school day for primary students may be made during the school year to
1277 accommodate student needs, when mutually arranged by staff and administration.

1278 Employees may supervise more than one (1) class during an afternoon break, with mutual agreement of
1279 those concerned.

1280 Reasonable time shall be allowed during the work day for employees to attend to personal needs:

1281 When continuous blocks of student contact time are 2.5 hours or longer and not separated by a five-
1282 minute passing time without student supervision, recess, or other breaks in the daily schedule,
1283 employees will receive regularly-scheduled coverage.

1284 Employees will receive regularly scheduled coverage when their classrooms are in portables without
1285 bathroom facilities, or when bathroom facilities are not within a short walking distance.

1286 All employees will be provided preparation time in accordance with the following:

1287 All elementary staff will have planning time equal to a total of 275 minutes per week in a regularly
1288 scheduled five-day week, in increments of no less than 30 minutes, except for a 15-minute block of time
1289 attached to lunch during the student day for preparation time. The parties agree that individual buildings
1290 not already in compliance will form democratically-elected committees of teachers and principals to
1291 create a schedule that provides recess, separate from the lunch recess, as outlined below. New schedules
1292 must be in place no later than the first day of second trimester of the 2019-20 school year.

- 1293 1) For teachers with a morning prep, time will be provided for a minimum 15-minute afternoon
1294 recess.
1295 2) For teachers with an afternoon prep, time will be provided for a minimum 15-minute morning
1296 recess.
1297 3) On the day the students receive no instruction from a specialist they will be able to attend both
1298 recesses (morning and afternoon).
1299 4) Elementary schools will provide alternative schedules for two-hour delays to ensure teachers
1300 receive their proportional prep time.
1301 5) An employee teaching at the secondary level will be provided at least one (1) instructional period
1302 a day during the regular student day. Any change in the current length of preparation time will be
1303 addressed through Labor Management meetings.
1304 6) Preparation/conference time will not be assigned or contracted to other duties, unless mutually
1305 agreed to by the employee and the employer.
1306 7) New schedules must be in place no later than the first day of second trimester of the 2019-20
1307 school year.

1308 Preparation time is intended to provide time for teachers in order for them to plan lessons, assess student
1309 work, and prepare instructional materials. As well, the Association recognizes the rights and needs of
1310 administration to occasionally meet with employees during this time, and doing so, does not constitute a
1311 violation of the CBA. Therefore, employees will not be required to meet with their administrator(s) or
1312 others on a regular, ongoing basis during the preparation or conference time as defined in numbers 1 and
1313 2 above.

1314 **Elementary and Middle School Early Release**

1315 The intent of early release days is for building professional development, collaborative planning in
1316 PLCs, grade level teams, departments, and other collegial groups to focus on improving student
1317 learning. Up to seven (7) early release days per year can be used for District or building presentations.
1318 One early release day of the month may be used for cross-District meetings.

1319 If there are concerns about the misuse of early release days, teachers are encouraged to discuss these
1320 issues with principals and Association building representatives. If issues cannot be resolved, the District
1321 and Association representatives will co-facilitate a meeting to discuss those issues.

1322 In consultation with their principal, teachers may spend part of each early release day, or an entire day
1323 intermittently, individually completing work related to planned instruction.

1324 Any decision to change the day of the week for early release will be agreed upon by the Association and
1325 the District.

1326 Middle school site councils can vote to forego Early Release on Wednesday and adopt an eight-period
1327 schedule to increase collaboration time for educators and assist student performance in reading, writing,
1328 math, and problem solving.

1329 It will be up to each individual school's site council to determine the schedule and structure of the eight-
1330 period schedule.

1331 A middle school wanting an eight-period schedule will hold a building vote. The staff will be provided
1332 with information about the schedule, duties, and responsibilities involved prior to the vote. The voted-on
1333 parameters will not be changed during the school year.

1334 The vote will be conducted by an Association representative by secret ballot, and 80.0% or higher of the
1335 staff who vote must vote in favor of the schedule change.

1336 The District may discontinue the eight-period schedule.

1337 **High School Early Release**

1338 High school will be periodically released early for the purpose of providing teachers time for the
1339 following: building professional development, collaboration in departments and PLCs, advisory training,
1340 and in consultation with their principal, teachers may spend part of each early release individually
1341 completing work related to planned instruction.

1342 **High School "Freshman Only" First Day**

1343 High schools have the option to offer a "Freshman Only" day on the first student day to orient freshmen
1344 to buildings and instructional programs.

1345 It will be up to each individual school's site council to determine whether to have a "Freshman Only"
1346 day.

1347 A high school wanting a "Freshman Only" schedule will hold a building vote. The staff will be provided
1348 with information prior to the vote. The voted-on parameters will not be changed during the school year.

1349 The vote will be conducted by an Association representative by secret ballot, and 80.0% or higher of the
1350 staff who vote must vote in favor of the schedule change.

1351 The District may cancel the "Freshman Only" day.

1352 **Meetings (Other than Special Services-required Meetings)**

1353 Staff meetings or other mandatory building meetings shall be limited to no more than two (2) per month.
1354 These meetings do not include any meetings in which staff are already receiving additional
1355 compensation. Any committee, including but not limited to Site Council, Discipline Committee, ATP

1356 Committees will be compensated at the curriculum rate for time spent outside the contract day at the
1357 meeting and for additional work resulting from the meetings. This does not include PLC meetings,
1358 provided that the PLCs are teacher-directed and take place during contract hours. Adding committees
1359 and choosing members of committees must be voted on and approved by the majority of the entire staff.
1360 This does not preclude the principal from calling an all-staff meeting to deal with an emergency
1361 situation.

1362 In-building Substitute Coverage

1363 Every attempt will be made by the building principal to provide substitute employees for absent
1364 employees.

1365 At the secondary level, all employees asked to cover classes during their preparation periods will receive
1366 pay at their per-diem rate or the curriculum rate, whichever is higher.

1367 At the elementary level, in the event a substitute is not available, building principals will make
1368 arrangements to provide substitute relief including, but not limited to, coverage of the class by an
1369 employee who is not assigned to a classroom. Requests to employees to cover classes will be made on a
1370 rotating and equitable basis, to the extent possible.

1371 At the elementary level, an employee who covers a classroom will receive an additional one-half hour of
1372 per-diem pay for each half day he or she covers a class.

1373 In the event of double shifting, preparation time may be outside the student day.

1374 Release from Contract

1375 An employee under contract will be released from the obligations of the contract upon request, under the
1376 following conditions:

- 1377 • A letter of resignation must be submitted to the Superintendent's office.
- 1378 • A release from contract, **prior to July 1**, will be granted, provided a letter of resignation is
1379 submitted prior to that date.
- 1380 • A release from contract will be granted **after July 1**, provided a satisfactory replacement can be
1381 obtained.
- 1382 • A release from contract will be granted in case of illness or other personal matters that make it
1383 impossible for the employee to continue in the District.

1384 Section 12: Salaries

1385 All employees will be placed on the Kennewick School District Salary Schedule.

1386 Under the rules of OSPI, employees will be allowed full credit for previous experience. Likewise, all
1387 employees will be given full credit for all academic and in-service credits recognized by OSPI for salary
1388 placement. Years of experience will be calculated to the nearest 10th for persons who have been
1389 employed for less than 180 days in any 12-month period.

1390 Military service that interrupts an employee's teaching will be considered the same as teaching
1391 experience, to the maximum allowed under OSPI rules.

1392 Official transcripts must be turned in to the Human Resources Department **by September 15 or within**
1393 **45 calendar days of hire**, whichever is later, in order to be counted for salary schedule advancement for
1394 the school year. The only exception will be for classes taken the previous summer. If official transcripts
1395 are not available, grade slips or written verification from the educational institution may be substituted.
1396 Official transcripts must be filed **by the first working day following winter break**. Failure to provide
1397 the transcript as required may result in pay being withheld until the transcript(s) is/are filed with the
1398 Human Resources Department. If official transcripts are unavailable for any reason, the employee will

1399 contact the university registrar or previous employer for written verification of the problem. That
1400 verification can be put in the employee's file in place of the documentation until the documentation
1401 arrives, with no delay in compensation to the employee. Salary adjustments due to additional credits will
1402 be made **on the October payroll**.

1403 Credits earned after the baccalaureate degree will be counted toward salary schedule advancement, as
1404 per rules and regulations of OSPI.

1405 Days worked beyond the 180 contracted workdays will be paid by supplemental contract, at the
1406 individual employee's daily rate of pay.

1407 State-approved in-service credits (clock hours) will be counted as college credit for salary schedule
1408 purposes, at the rate of 10 clock hours for each credit.

1409 ESA employees will be allowed full service credit for previous non-school experience, as long as the
1410 previous experience is directly related to their current assignment and the previous experience required
1411 the same degree and/or certification levels as their current assignment. The calculation for years of
1412 experience for occupational therapists, speech-language pathologists, audiologists, nurses, social
1413 workers, counselors and psychologists shall be: one (1) year of non-school service will count as one (1)
1414 year of experience for purposes of salary advancement.

1415 Career and Technical Education Employee Salary

1416 Non-degree Career and Technical Education personnel who are initially employed and who have met the
1417 requirements for OSPI Career and Technical Education certification will be placed in accordance to
1418 OSPI instructions for the S275 report up to BA+90/MA, unless they have completed a master's degree
1419 equivalent, as per **WAC 392-121-270 (3)**, and can be placed BA+90/MA.

1420 Inflationary Salary Increases

1421 Salary increases, at a minimum, shall include the state inflationary index percentage provided by the
1422 Legislature (currently identified as the Implicit Price Deflator, or IPD) and shall be applied to the salary
1423 schedule yearly. Salary increases shall be effective **on the September pay warrant**.

1424 Time Responsibility, and Incentive (TRI)

1425 **Extra Time**

1426 Hours will be available to each contracted employee as paid extra time at the individual's per-diem rate
1427 for work performed on the following days only. When a day is divided in half between District-led
1428 activities and employees working in their classrooms, the 30-minute lunch period will be shared
1429 between the District time and the employee work time:

- 1430 • 3.75 hours the last weekday before school starts for District activities, and 3.75 hours the last
1431 weekday before school starts, for individual employee preparation for the opening of school.
- 1432 • 7.5 hours for the Focus on Instruction Day, as agreed upon by the District and the Association,
1433 commensurate with goals of the District's strategic plan.
- 1434 • 18.75 hours for building professional development activities. These activities must be related to
1435 each building's school improvement plan or be a condition of employment. During years when/if
1436 it is mutually agreed upon by the District and the Association, these activities may be used in no
1437 less than 3.75-hour increments, as determined by each building's principal in consultation with the
1438 building's staff or site council
- 1439 • 3.75 consecutive hours for employees to work individually in their buildings preparing their
1440 classrooms for the school year.
- 1441 • 7.5 hours for District professional development activities.
- 1442 • 3.75 hours for attendance at one (1) Open House session.

- 3.75 hours for employees to independently complete SafeSchools modules.

Employees who encounter conflicts such as a funeral for, or a wedding of, a family member on these days may arrange alternate activities with their immediate supervisor after providing written evidence of such event.

Salary Stipend

For the 2021-22 school year, employees will receive two (2) stipends of .75% of their base salary, one on paychecks at the end of November and one on paychecks at the end of May, to be paid in recognition for ongoing efforts related to supporting student academic achievement and well-being, including continued implementation of the 1:1 student device program, new learning management system, and Social Emotional Learning (SEL).

Payment

All salary, with the exception of optional time days, will be paid in equal installments over 12 months.

Additional Per-Diem Hours for Special Services Teachers

An additional 45 hours will be provided to a Special Services classroom teacher for the purpose of planning, preparing for, and conducting IEP meetings. This will be issued in the form of a stipend at the beginning of each school year and will be paid over 12 months.

In order to maintain a balanced caseload, Special Services teachers will not exceed 30 IEPs on a caseload. The District will make every effort to keep caseload sizes down.

However, additional IEP hours will be provided to Special Services teachers annually for purposes of IEP writing and preparation, testing, Special Services-related meetings and other duties as required by the Special Education program when 30 IEPs is exceeded. IEP hours may be submitted for payment at the per-diem rate, according to the following schedules:

<u># of Assigned IEPs</u>	<u># of Hours</u>
31-35	48.75
36-40	52.5
41-45	56.25
46-50	60
51-55	63.75
56+	67.5

IEP Service Delivery

Special Education services outlined in individual IEPs will begin on the first day of school and continue through the last day of school. Services may not be suspended for State- and District-level assessments.

Assignment of Special Education Paraeducators

All Special Education paraeducator time will be spent performing duties directly related to providing Special Education services, as directed by the supervising certificated staff. Additional duties budgeted outside Special Education will not infringe on Special Education services.

IEP Transition Meetings

IEP Transition meetings will be held during the school day and have substitutes to cover teachers' classes. In the event the meetings are outside of the contract time the teachers involved will be paid at per-diem rate.

Psychologists

Days beyond 180 will be paid at an employee's per-diem rate. Psychologists will receive 10 extra days (75 hours). This time may be spent preparing before the school year (verification of eligibility, meetings,

1486 etc.) and finishing the school year. Some of these hours will be dedicated to ensuring students who
 1487 transfer in during the summer have completed verifications of eligibility so services are not delayed.
 1488 This time will be submitted on monthly timecards.

1489 The District will provide to school psychologists a maximum of 60 hours for work that cannot be
 1490 completed during the normal workday paid at the per-diem rate. This time will be submitted on monthly
 1491 timecards.

1492 ***Speech and Language Pathologists***

1493 A total of 45 per-diem hours will be provided for speech and language pathologists to use for work that
 1494 can't be completed during the normal workday - i.e. MDT's, IEPs, ITPs, parent conferences, home
 1495 visits, building meetings, District Special Services meetings, consultations, and writing reports. This
 1496 time may consist of preparing before the school year and finishing the school year. This time will be
 1497 submitted on monthly timecards.

1498 The District will pay or reimburse professional fees for ASHA memberships.

1499 ***Occupational Therapists/Physical Therapists***

1500 A total of 45 per-diem hours will be provided for occupational therapists/physical therapists to use for
 1501 work that cannot be done during the normal workday - i.e. MDTs, IEPs, ITPs, parent conferences, home
 1502 visits, building meetings, District Special Services meetings, consultations with medical personnel,
 1503 procuring equipment, and writing reports. This time may consist of preparing before the school year and
 1504 finishing after the end of the school year. This time will be submitted on monthly timecards.

1505 ***Vision and Bilingual Education Assessment Specialists***

1506 Employees in these categories may request from the Special Services Director additional paid time at
 1507 their per-diem rate in the event of exceptional circumstances that warrant such additional time.

1508 ***Special Education Educators and Itinerants***

1509 In consultation with building administration, staff may be released from attendance at building/District
 1510 professional development days not directly related to their job functions except days or portions of days
 1511 used for building business, and will have individual or collaborative time to review student files/IEPs,
 1512 plan appropriate programs and/or placements or perform related duties.

1513 ***Librarians, and Career and Technical Education Employees***

1514 Days beyond 180 will be paid at an employee's per-diem rate. Librarians will receive five (5) days.
 1515 Career and Technical Education personnel will receive supplemental contracts from supervisors.

1516 ***Secondary Counselors***

1517 Days beyond 180 will be paid at an employee's per-diem rate. Secondary counselors will receive 10
 1518 days. To access five (5) of these days, secondary counselors need to obtain prior approval from an
 1519 immediate supervisor.

1520 For the 2021-22 school year only, secondary counselors will receive an additional two and one-half (2½)
 1521 days of compensation at their per-diem rate to deal with issues that arise due to the return to full-time
 1522 schools following Covid-19. This time will be submitted on monthly timecards.

1523 ***Elementary Counselors***

1524 Days beyond 180 will be paid at the employee's per-diem rate. Elementary counselors will receive five
 1525 (5) days. To access these days, elementary counselors need to obtain prior approval from an immediate
 1526 supervisor.

1527 All counselors may access an additional 7.5 hours of per-diem pay to work on 504 plans associated with
 1528 Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to

1529 access these hours. Additionally, counselors may also request to be released from one (1) professional
1530 development day prior to the start of school for the purpose of completing 504 plans associated with
1531 Individual Health Plans.

1532 For the 2021-22 school year only, elementary counselors will receive an additional two and one-half
1533 (2½) days of compensation at their per-diem rate to deal with issues that arise due to the return to full-
1534 time schools following Covid-19. This time will be submitted on monthly timecards.

1535 ***Bilingual Teachers***

1536 Bilingual teachers who develop and/or translate curriculum in a language other than English will be
1537 compensated for their additional time at their per-diem rate. This work must be pre-approved by the
1538 principal and/or the Bilingual Program Coordinator.

1539 **Section 13: Additional Responsibilities**

1540 **Division Chairperson Stipends**

1541 Division Chairperson Positions will be established at Kamiakin High School, Kennewick High School,
1542 and Southridge High School. The following is an example of how they can be established:

1543	Art
1544	Career and Technical Education – three (3) representatives
1545	Counseling
1546	Health & Fitness
1547	Language Arts
1548	Library
1549	Mathematics
1550	Music/Performing Arts
1551	Science
1552	Social Studies
1553	Special Services
1554	World Languages
1555	One Position (to be determined by each building)

1556 Phoenix High School and Legacy High School will have a team leader position at a ratio of one (1) team
1557 leader for every five (5) certificated employees. No building will have less than one (1) team leader
1558 position. For purposes of this section, Legacy High School includes Legacy High, Legacy Online,
1559 Juvenile Justice Center, CATS, Day Reporting, Reach, and any other programs that are administered by
1560 Legacy High School leadership.

1561 A Division Chairperson will receive a stipend of 3% of his or her employee's salary.

1562 Site councils at the high schools will determine the configuration of the 15 Division Chairperson
1563 positions, with the concurrence of the principal. Site councils must have a working charter and be
1564 approved by the District Site Council Committee. A building without a site council may not determine
1565 the configuration of the 15 Division Chairperson positions. Those buildings will use the configuration
1566 noted above.

1567 Each middle school will be configured in a similar manner and will have 10 team leaders.

1568 Each elementary school will receive five (5) stipends of 2% of the employee base, consisting of one (1)
1569 for primary, one (1) for intermediate, and one (1) for specialists, to be voted on by their group. A job
1570 description will be agreed upon by the Association and the District for these three (3) positions before
1571 implementation. The other two (2) positions and their duties will be determined by members of the Site
1572 Council.

1573 Each elementary school will receive five (5) stipends of 2% of the employee base, consisting of one (1)
1574 for primary, one (1) for intermediate, and one (1) for specialists, to be voted on by their group. A job
1575 description will be agreed upon by the Association and the District for these three (3) positions before
1576 implementation. The other two (2) positions and their duties will be determined by members of the Site
1577 Council.

1578 Each elementary school has the option to receive 10 stipends of 1% of the employee base. It will be up
1579 to each individual school's site council to determine the schedule and structure of the 10 stipends.

1580 An elementary school wanting to receive 10 stipends of 1% will hold a building vote. The staff will be
1581 provided with information prior to the vote. The voted-on parameters will not be changed during the
1582 school year.

1583 The vote will be conducted by an Association representative by secret ballot, and 80.0% or higher of the
1584 staff who vote must vote in favor of the change.

1585 The District may override the building's decision to change the stipend structure.

1586 Curriculum Rate

1587 The District's hourly curriculum rate is .001 of the base salary on the Kennewick School District Salary
1588 Schedule.

1589 Additional Responsibility Schedule

1590 Salaries will be given only for assigned positions. Salary recognition will be given for substitute
1591 activities when approved by the building administrator and the school District, provided the number of
1592 positions at each school remains substantially equal, as described in the Certificated Co-curricular Salary
1593 Schedule, as they pertain to this contract. The schedule will not require the school or the District to fill
1594 positions where participation, ASB financing, or qualified personnel are lacking.

1595 Teacher in Charge

1596 A Teacher in Charge is a designated, certificated employee at secondary schools that have one (1) or no
1597 administrator, who acts as the principal in the principal's absence. A teacher in charge will be paid a
1598 stipend at a rate of .075 x the base salary on the Kennewick School District Salary Schedule.

1599 For purposes of this section, the Teacher in Charge at Legacy High School will also oversee Legacy
1600 Online, Juvenile Justice Center, CATS, Day Reporting, Reach, and any other programs that are
1601 administered by Legacy High School leadership.

1602 High School Advisory

1603 A certificated high school employee assigned to manage an advisory will be paid up to 1.2 hours at the
1604 curriculum rate for work performed outside the contracted workday during each of the advisory weeks
1605 (12 weeks maximum). To access these funds, employees will complete a District form twice each school
1606 year and submit those forms to their building administrators **on or before the payroll cutoff date in**
1607 **January and on or before the payroll cutoff date in June.** Payment for advisory will be made **on the**
1608 **January and June payrolls.**

1609 Advisory will not be subject to observations or evaluations.

1610 Middle School Advisory

1611 A certificated middle school employee assigned to an advisory will be paid 30 minutes of curriculum
1612 rate pay per advisory session for work performed outside the contracted workday.

1613 It will be up to each individual school's site council to determine the schedule and structure of advisory.
1614 However, advisory will not exceed one (1) session of 30 minutes per week. A middle school wanting to

1615 participate in advisory will hold a building vote. The staff will be provided with all of the information
1616 about the schedule, duties, and responsibilities involved prior to the vote being taken. The voted-on
1617 parameters will not be changed during the course of the school year. The vote will be conducted by an
1618 Association representative by secret ballot, with 80% or higher staff vote in favor of implementing
1619 advisory. This vote will happen annually each spring. The District may also choose to discontinue
1620 advisory at their discretion.

1621 There will be a certificated advisory leader at each grade level who will develop curriculum, supply
1622 lesson plans, and distribute necessary materials for each advisory class. Each advisory grade leader will
1623 be paid an additional stipend of \$350 per school year. Employees will receive a contract for the
1624 additional stipend in the fall. Payment will be paid twice a year, at the end of each semester.

1625 **Summer School and Tri-Tech Summer School**

1626 Employees who teach in the basic education summer school program will be paid at the curriculum
1627 hourly rate.

1628 All employees who teach in the Tri-Tech Skills Center summer school program will be paid at the
1629 curriculum hourly rate.

1630 Employees who teach summer school will be provided paid preparation time of a minimum of 20
1631 minutes per instructional hour taught.

1632 Employees teaching summer school may use accumulated sick leave during their summer school
1633 employment. The number of hours used will correspond to the number of hours taught.

1634 **Academic Excellence**

1635 The District agrees to provide each high school with \$5,000 in supplemental contracts, minus benefits,
1636 to promote academic excellence. These funds can only be used for classes, programs, or activities where
1637 there is direct instruction.

1638 The District agrees to provide each middle school with \$2,000 in supplemental contracts, plus benefits,
1639 to promote academic excellence. These funds can only be used for classes, programs, or activities where
1640 there is direct instruction.

1641 Only employees can receive contracts for academic excellence contracts.

1642 Any funds remaining in this budget at the end of the fiscal year will be rolled into the health care pool
1643 on an annual basis.

1644 **Supplemental Contracts**

1645 ***Co-curricular Activities***

1646 Employees who instruct high school classes tied to high school academic credit who are compensated
1647 for instruction time outside the contracted school day will be paid with supplemental contracts based on
1648 the Certificated Co-curricular Salary Schedule. These classes are instrumental music (Group 2), vocal
1649 music (Group 4), leadership (group 5), journalism (Group 7), and yearbook (Group 7).

1650 Payment for supplemental contracts will be made monthly during the activity.

1651 **Section 14: Insurance Benefits**

1652 Insurance benefits will be provided according to SEBB policies.

1653 **Health Care Allotments**

1654 The District will contribute the full state-funded amount provided for SEBB insurance benefits for each
1655 full-time eligible employee.

Eligibility

SEBB health care plans are available for individual employees who work a minimum of 630 hours or are anticipated to work 630 hours or more. Individual employees may also cover dependents deemed eligible under current or future SEBB requirements. Eligibility and coverage periods are subject to the following conditions:

- Benefits will carry over, uninterrupted, from one school year to the next if the employee was eligible in the previous year and meets SEBB eligibility in the new year.
- Employees starting work in August will begin coverage September 1.
- Employees starting work September 1, but no later than the first day of school, will begin coverage their first workday.
- Employees starting work after the first day of school will begin coverage on the first day of the following month.
- Employees hired too late in the school year to work 630 hours before the end of the year who are anticipated to work 630 hours during the following year will be eligible for SEBB benefits if they work at least 17.5 hours per week for six of the last eight weeks.
- If an employee reasonably not anticipated to work 630 hours does so, his or her coverage will begin on the first day of the following month that he or she reaches 630 hours.

If the District does not anticipate an employee will be eligible, it must notify the employee of the specific reason in writing. The employee will have the right to appeal that decision. The District will not deny or limit an employee's work hours for the purpose of preventing SEBB benefit eligibility.

Programs

The regionally-accessible health care programs provided by SEBB carriers will be available to employees are listed below.

Required (100% covered premium)

Dental Vision
Long Term Disability
Accidental Death and Dismemberment

Voluntary

SEBB Medical Plans

Other Benefits

Flexible spending arrangement, health savings accounts, dependent care assistance, and other voluntary employee-paid SEBB programs will be available to employees under terms determined by SEBB.

The District will provide access to an Employee Assistance Program (EAP) at no cost to the employee. Voluntary non-SEBB programs are available to employees but are not funded from the amount provided by the District.

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

Enrollment Period

Enrollment will be determined by SEBB. When the enrollment period ends, no insurance options may be added or deleted during the contract year except for changes in family status or job status. If an employee fails to enroll within the open enrollment period, he or she will be placed on the default medical, dental, and vision plans, as determined by SEBB.

1699 If an employee is hired after the open enrollment period, he or she may enroll in approved plans prior to
1700 the first day of the following month. If the employee fails to enroll, he or she will be placed on the
1701 default medical, dental, and vision plans, as determined by SEBB. Coverage will begin the first day of
1702 the month following the date of hire.

1703 **Termination of Benefits**

1704 Insurance benefits for employees who resign their position but are employed through the last workday of
1705 the school year will be deemed effective August 31, and their SEBB benefits will continue until that
1706 date.

1707 An employee may request a June 30 separation date for retirement purposes. The District will notify the
1708 employee a June 30 resignation will end his or her eligibility and coverage for July and August.

1709 When resignation or termination takes place during a school year, the employee's SEBB benefits will
1710 continue to the last day of the month in which resignation or termination occurs.

1711 **Sharing Health Care Contributions**

1712 SEBB does not allow for dual coverage.

1713 Spouses or domestic partners who are both employees of the District may choose to enroll for medical
1714 coverage under one SEBB account, to include medical and required benefits for dependents. However,
1715 each employee must register for dental, vision, and other required benefits under his or her own SEBB
1716 account.

1717 **VEBA Health Reimbursement Plan**

1718 The District and Association have adopted the VEBA Health Reimbursement Plan. The District agrees
1719 to facilitate employee contributions to the plan and will add 10 cents for each dollar contributed by each
1720 employee according to the VEBA age-based contribution rates, as applied to the program in 2018-19.
1721 Each eligible employee must complete an enrollment form online through VEBA to become a plan
1722 participant and be eligible for benefits.

1723 Beginning in the 2020-21 school year, the District will make an annual contribution to each employee's
1724 VEBA account totaling \$390,000, divided by full-time FTE.

1725 Organization and management of the plan will be subject to the agreement of the District and
1726 Association. A copy of the Memorandum of Understanding between the District and Association to
1727 organize and manage this plan is in the Appendix of this contract.

1728 Employees must vote annually to adopt this plan.

1729 **VEBA Sick Leave Conversion Medical Reimbursement Plan**

1730 The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to
1731 RCW 28.A400.210, and agrees to make contributions to the plan on behalf of all employees who have
1732 excess sick leave conversion rights.

1733 In accordance with the statute, contributions on behalf of each eligible employee will be based on the
1734 conversion value of sick leave credits the employee has accumulated at the time of his or her retirement
1735 or separation from the District.

1736 As per statute, all eligible employees will be required to sign and submit to the District a VEBA
1737 membership form that includes a "Hold Harmless" agreement. If an eligible employee fails to sign and
1738 submit this agreement, he or she will not be permitted to participate in the plan at any time during the
1739 term of this contract. Without a signed agreement, an employee's excess sick leave conversion rights
1740 will be forfeited for the term of the contract.

1741 All employees who retire or separate from service and meet the eligibility requirements in RCW
1742 28A.400.210 during the term of this contract will be eligible for contributions to the plan.
1743 State law allows up to 180 days (on a 4-to-1 ratio) to be contributed to the plan on behalf of a retiring
1744 employee. For retiring employees, "excess sick leave" is defined as sick leave days accrued for an
1745 employee during the term of this contract.

1746 **Section 15: Leaves**

1747 **Leave Request Process**

1748 All Leaves of Absence, Extended Medical Leaves, Parental, Adoption and Maternity Leave requests
1749 should be submitted via the appropriate form/format at least 30 days prior to the anticipated start date
1750 unless the leave is emergent in nature. The District may require documentation supporting the need for a
1751 leave that starts or stops without the 30 days' notice.

1752 **Sick Leave**

1753 As used in this section, employee's "relative" means the employee's spouse, domestic partner, child,
1754 stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage.
1755 "Household members" means those people who reside in the same house as a family unit. This term
1756 includes foster children and legal wards, even if they do not live in the same household.

1757 Twelve days of leave per year will be credited **on the September payroll** to employees and will
1758 accumulate to a maximum of 180 days without deduction of salary for illness (mental and/or physical),
1759 injury, or emergencies. Employees from within the State will be granted leave credit according to State
1760 laws that provide for transfer of accumulated leave from the previous district. The Human Resources
1761 Department may require a physician's statement of illness when an employee misses five (5) or more
1762 consecutive days of work or five (5) days of work within a 30-day work period.

1763 An employee who has exhausted sick leave as a result of a major extended illness that could result in
1764 temporary or permanent disability will be granted leave with only the amount of the substitute's pay
1765 deducted from the employee's salary for a period of no more than 60 contract days. This provision is
1766 available for application by any individual employee every three (3) years. Even if the substitute's pay
1767 exceeds the employee's salary, the District will still continue to pay the employee's benefits for the
1768 remainder of the 60 days.

1769 Sick leave will be granted to employees, as needed, for unexpected emergencies that require immediate
1770 action. Emergencies could include the need to handle business that arises as a result of the death of a
1771 relative or household member, as defined in this section. Employees may be required to provide proof of
1772 death.

1773 **Federal and State Leave Laws**

1774 The District will comply with all provisions of the Washington Paid Family and Medical Leave Law
1775 (PFML), Washington Pregnancy Disability Leave, the Federal Family Medical Leave Act, and other
1776 applicable laws.

1777 The weeks/days of the benefit periods for State and Federal leaves shall be counted only for workdays,
1778 exclusive of weekends, holidays, and school breaks.

1779 Leave periods under the various State and Federal laws will run consecutively with contractual, Federal,
1780 or State leaves at the employee's election.

1781 An employee may choose, but not be required, to exhaust all or part of his or her contractual paid leave
1782 benefits before using leave provided by State or Federal family leave laws.

1783 An employee may choose to run sick leave benefits consecutive to State and Federal leave laws.
1784 When accessing PFML, an employee may use accumulated sick leave to make up the difference
1785 between the PFML benefit and the employee's regular compensation.
1786 The employee shall be returned to the same or similar certificated position upon return to work.

1787 Sick Leave Cash-out

1788 Employees may cash in unused sick leave above an accumulation of 60 days from the previous years'
1789 accumulation at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave
1790 days. At the employee's option, he or she can cash out his or her unused sick leave days **in January** of
1791 the school year following any year in which a minimum of 60 days of sick leave is accrued, and each
1792 January thereafter at the rate of one (1) day's monetary compensation of the employee for each four (4)
1793 full days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days for
1794 each day compensated. No employee may receive compensation for sick leave accumulated in excess of
1795 one (1) day per month.

1796 At the time of separation from District employment due to retirement or death, an eligible employee or
1797 the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary
1798 compensation of the employee for each four (4) days of accrued sick leave for illness or injury. For the
1799 purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under
1800 Washington State Employees Retirement System.

1801 All sick leave will be cashed out as allowed by **RCW 28A.400.210** and **RCW 28A.400.212**.

1802 Sick Leave Sharing

1803 The following definition will be used to implement sick leave sharing, in accordance with **WAC 392-**
1804 **126-006**: Sick leave sharing will be made available to an employee who is suffering from or has a
1805 relative or household member suffering from an extraordinary or severe illness, injury, impairment, or
1806 physical or mental condition which prevents the individual from working and causes economic or
1807 emotional distress to the employee and his or her family; is a victim of domestic violence, sexual assault
1808 or stalking; is sick or temporarily disabled because of pregnancy disability; or for the purpose of parental
1809 leave to bond with a newborn, adopted, or foster child; which has caused, or is likely to cause, the
1810 employee to take leave without pay or terminate his or her employment. The District will provide a form
1811 for qualified employees to make written application for donated leave and a form for qualified
1812 employees to donate sick leave.

1813 To be eligible for donated sick leave, the following provisions must be met:

- 1814 • The employee's job is one in which annual and/or sick leave can be accrued and used.
- 1815 • The employee is not eligible for time loss compensation under **Chapter 51.32 RCW**.
- 1816 • The employee has abided by District policies in his or her use of sick leave.
- 1817 • The employee has exhausted, or will exhaust, his or her personal leave and sick leave.

1818 The following procedures will be used to implement sick leave sharing:

- 1819 • In any 12-month period, employees who have accumulated more than 176 hours of sick leave
1820 may donate up to six (6) accumulated sick leave days to other employees. The employee
1821 donating the days will specify the number of days to be donated. The District and Association
1822 will develop procedures necessary to implement this. No transfer of sick leave will cause the
1823 affected employees' sick leave accumulation to fall below 176 hours.
- 1824 • No employee will receive more than 180 days of donated leave per contract year.
- 1825 • In the event the employee does not use all the donated leave, the unused donated leave will be
1826 returned to the donors within 30 days after the use of the donated leave ceases, using a first-

in/first-used procedure. For this purpose, donated leave will be dated when received and used as received. Days remaining and not used will be returned to later donors in reverse order.

- An employee using donated leave will receive his or her usual pay and benefits.
- Except for the procedures in the third bullet above, the donor will be required to execute a waiver to ask for the return of his or her donated leave.
- The District and the Association will each designate one (1) person to review requests for donated leave.
- Contributions of sick leave will be voluntary, and donors' and non-donors' names will be confidential.

Maternity Leave

An employee requesting maternity leave will give written notice to the District at least 30 days prior to the commencement of the leave. The written request for maternity leave should include a statement about the expected date of return to employment. The leave will commence and terminate at the discretion of the employee, in consultation with the medical provider. Papers for the applicable State or Federal leaves will be sent to the employee, to be completed by the employee and the medical provider.

An employee may take leave in accordance with the applicable State and Federal leave laws. An employee who has paid leave available may use any or all such leave. Paid leave includes both personal and sick leave. During that time, health benefits will continue.

If the paid days are exhausted, the employee will be eligible for shared leave. If the shared leave is exhausted, the employee will receive unpaid leave through the applicable State and Federal leave laws. The benefits will be covered for the period of any applicable State or Federal leave. The District's portion of insurance premiums will be covered for the period of any applicable State or Federal leave. If sick leave has been exhausted, the employee will be eligible for shared leave.

For employees who qualify for birth/pregnancy disability, the District will work with them and their medical provider to ensure compliance with appropriate State law.

Parental Leave

Employees who have a newborn child but do not qualify for maternity leave may access sick leave, sick leave sharing, and other applicable State and Federal laws. The employee must notify the District as soon as possible about the intended day for commencement of the leave. The employee will be eligible for shared leave. Once the shared leave is exhausted, the employee will receive unpaid leave, in accordance with applicable State and Federal leave laws.

Adoption Leave

Employees requesting adoption leave will provide to the District a statement about their expected date of return to work. Given the uncertainty of timelines in adoptions, employees will try to give the District a minimum of two (2) weeks' notice of their need for adoption leave, and the District will make every effort to cooperate with employees' requests for adoption leave.

Employees returning from adoption leave at the beginning of the subsequent school year will be placed in their former positions. An adopting parent may use sick leave and/or personal leave during the benefit periods in accordance with applicable State and Federal leave laws, when his or her sick leave and/or personal leave is exhausted, he or she will be eligible for shared leave. If shared leave is exhausted, employees will use unpaid leave, at their discretion, in accordance with applicable State and Federal leave laws. More unpaid leave may be granted if circumstances require and the adopting parent requests an extension.

1870 If both adopting parents are employed by the District, they will access adoption leave in accordance with
1871 applicable State and Federal leave laws, to be divided at their discretion.

1872 **Bereavement Leave**

1873 One (1) to five (5) contract days will be granted, without deduction of salary, for bereavement leave
1874 when this leave is occasioned by the death of a relative or personal friend. Time for the funeral of a
1875 personal friend will be arranged with the principal. Proof of death may be required by the Human
1876 Resources Department. When a substitute is required, five (5) contract days will be the equivalent of
1877 37.5 hours and must be used in increments of 3.75 or 7.5 hours.

1878 **Personal Leave Days**

1879 An employee will be entitled to a maximum of three (3) days of personal leave with pay, provided the
1880 building principal is notified at least three (3) contract days before the expected absence. The three-day
1881 requirement will be waived at the discretion of the Assistant Superintendent of Human Resources when
1882 an employee has a valid reason why such notice is not possible. Employees with family members (as
1883 defined in Section 15: Leaves) on military leave will be granted personal leave without regard to notice
1884 or maximum numbers of people on leave per building.

1885 The number of employees at each school who may be gone for personal leave on any given day is as
1886 follows: three (3) employees per school with under 40 certificated staff, four (4) employees per school
1887 between 41-60 certificated staff, and six (6) employees per school with 61 or greater certificated staff.
1888 Additional employees may be granted leave if their absence can be voluntarily covered internally by
1889 other in-building Association members.

1890 Employees are strongly encouraged not to take personal leave during the month of May and on the first
1891 and last days of school.

1892 Employees may elect to bank three (3) personal leave days for two (2) consecutive years, not to exceed
1893 five (5) banked days. A maximum of five (5) days may be used consecutively. All unused personal days
1894 will be automatically cashed out at the employee's per-diem rate at the end of each school year unless
1895 the employee notifies the District of his or her intent to bank the unused days. When an employee
1896 chooses to bank days, remaining days that would exceed the banking limit shall be automatically cashed
1897 out at the employee's per-diem rate. Employees who bank personal leave must fill out a District form
1898 each year.

1899 **Example:** an employee who banks two (2) personal days in year one and three (3) personal days
1900 in year two (or vice-versa) will have a total of eight (8) days in year three - five (5) banked, plus
1901 three (3) current personal days.

1902 Employees who notify the District of their intent to retire or resign **no later than March 15** will be
1903 granted a fourth personal day upon receipt of the letter and approval by the Board. This day may be
1904 cashed out at per-diem rate at the end of the year. The intent to retire or resign letter should specify
1905 whether the employee is choosing to use the day or take the cash out. The fourth personal day will be
1906 paid **in the June paycheck**.

1907 **Jury Duty and Subpoena Leave**

1908 Leaves with pay will be granted for jury duty. Employees will notify the District when notification to
1909 serve jury duty is received.

1910 Leaves with pay will be granted when an employee is subpoenaed to appear in a court of law.

1911 **Leaves of Absence**

1912 The Board may grant a leave of absence of up to one (1) year to employees at the recommendation of
1913 the Superintendent. The leave may be renewed for a second year by written request to the Board.
1914 Teachers On Special Assignment (TOSAs) are not subject to the two-year limit on leaves.

1915 A leave of absence, if granted, will state the provisions for re-employment. An employee who has been
1916 granted a leave will be re-employed in the same or a similar position, provided the District contacts the
1917 employee on leave **no later than March 1** of the year in which he or she is to return. The employee will
1918 notify the District of his or her intent to return to employment with the District **no later than March 15**
1919 of the year in which he or she will return. Leaves of absence requested **after March 15** will be given an
1920 “intent to return” notification deadline on an individual basis. The employee will be given a minimum of
1921 10 working days to respond.

1922 Political Leave

1923 Upon written request to the Board, an employee will be granted political leave, in accordance with the
1924 following provisions:

- 1925 • With two (2) weeks' notice, an employee who is a candidate for a political office will be granted
1926 a leave for the purpose of campaigning for the office, not to exceed 10 contract days without pay.
- 1927 • The Board will extend a leave without pay to an employee who is elected to a political office to
1928 allow that employee the time to perform all the official responsibilities and duties of his or her
1929 office.
- 1930 • At the conclusion of a political leave, the employee will be returned to the same position.

1931 Leaves for Professional Meetings and Travel

1932 The Superintendent or designee may grant leaves with pay to employees to attend conferences,
1933 workshops, and conventions, if those meetings are for the improvement of curriculum and/or instruction.

1934 Requests to attend professional meetings will be made in writing to the Superintendent or designee no
1935 less than two (2) weeks prior to the date of the meeting, with prior approval by the building principal.

1936 With prior approval, personal expenses incurred for these meetings will be reimbursed according to
1937 District policy following submission of an itemized expense voucher.

1938 Association Leave

1939 The Board will grant leaves to officers; chairmen; Executive Board members; any members elected to
1940 local, State, or national positions; and any other member with specific responsibilities related to the
1941 purpose of the release to participate in Association business.

1942 The Association will reimburse the District for substitute pay and benefits, where applicable, by
1943 employees attending these meetings.

1944 The Association President will notify the Superintendent and building principal of employee(s) who will
1945 be in attendance at an Association meeting at least five (5) workdays prior to the date of the meeting.
1946 The Superintendent may approve a shorter period of notice under unusual circumstances.

1947 The Association President will be considered a full-time employee of the District and will be under full
1948 contract with full benefits. Leave for the Association President does not fall under the two-year time
1949 limit for other leaves.

1950 The Association President will be released from regular duties for Association business 100 percent of
1951 the time. The Association will reimburse the District for 100 percent of the Association President's
1952 salary, benefits, and retirement. The retirement portion will conform to the rules of the Washington State
1953 Employee Retirement System.

1954 Upon completion of his or her term, the Association President will have the option to return to the same
1955 position held, or a position that was applied for and secured, before taking the position as Association
1956 President.

1957 Other Association leaves, and the length of those leaves, will be considered on an individual basis.

1958 **Section 16: Calendar, Work Year**

1959 **Elementary and High School Calendars**

1960 All elementary schools will work on a trimester calendar. All other schools will work on a semester
1961 calendar. The calendar committee will schedule report card preparation and conference days.

1962 **Report Card Preparation**

1963 ***Kindergarten through Grade 5***

1964 Within each school calendar, elementary employees will be given one (1) early release day per grading
1965 period.

1966 Mid-term reports for all elementary students Grades 1-5 will be prepared for first trimester. For second
1967 and third trimesters, midterm reports will be prepared for students K-5 having problems or making
1968 significant changes.

1969 ***Grade 6 through Grade 12***

1970 Final examinations for 9-12 will be given the last three (3) days of each semester. On the second day of
1971 finals, students will be released at 12:20 p.m. Teachers will use the time in a self-directed manner to
1972 complete activities including, but not limited to, the following: complete grading/entering student work,
1973 remediate with students, and prepare for the next term.

1974 On the last day of the semester, students in grades 9-12 will be released at 10:30 a.m. This time will be
1975 used by teachers in a self-directed manner to complete activities as those listed above.

1976 Middle school students will be released at 10:40 a.m. on the last day of each semester.

1977 Grades for all secondary students will be due **three (3) working days following the end of each quarter**
1978 **and the third weekday after the final day of school.**

1979 **Conference Days**

1980 Each employee involved in conferences during the fall and spring will be on a flexible workday to
1981 accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the
1982 conferences, provided the time does not exceed the total hours allotted for conferences. Building
1983 administration and certificated staff will decide in a democratic manner when conferences will be held,
1984 being mindful of the needs of students, families, and staff. Staff who are unable to work evening hours
1985 will have alternative times agreed upon between the employee and their supervisor.

1986 ***Kindergarten Conferencing***

1987 The first two (2) regularly-scheduled school days will be reserved for kindergarten parent conferences,
1988 unless modified using variance procedures.

1989 ***WaKIDS***

1990 One Friday in October will be designated a non-workday for kindergarteners so kindergarten classroom
1991 teachers can enter data into the State kindergarten system.

1992 Each kindergarten classroom teacher will have two (2) workdays with substitute teachers available to
1993 use in full- or half-workday increments to complete observations and/or gather data, score, and input

1994 student information. These workdays must be prearranged and taken on a Tuesday, Wednesday, or
1995 Thursday.

1996 Special Education teachers with Tier II and III self-contained kindergarten students will have a half day
1997 of release time for one (1) to three (3) students and a day of release time for four (4) or more students
1998 who require assessment.

1999 ***K through Grade 5 Conferencing***

2000 Each fall, employees in grades K through 5 will have the equivalent of two (2) full days for parent
2001 conferencing.

2002 Each spring, employees in grades K through 5 will have the equivalent of one (1) day for parent
2003 conferencing.

2004 ***Grade 6 through Grade 8 conferencing***

2005 Each fall, there will be the equivalent of two (2) days for parent conferencing. All-day conferences will
2006 be scheduled **no sooner than two (2) weeks from the end of the first quarter.**

2007 Each spring, there will be one (1) early release day for parent conferencing.

2008 ***Grade 9 through Grade 12 conferencing***

2009 Each year, there will be the equivalent of one (1) full day for parent conferencing.

2010 **Early Release**

2011 Early release is granted the day before Winter Break when the duration of the break is less than two (2)
2012 weeks. The day before Thanksgiving will be an early release day. early release for employees will be
2013 one-half hour after students are released, which will occur **no later than 1:00 p.m.** Employees will
2014 complete assigned contractual duties.

2015 Early release on the last day of school will be two (2) hours after student release, provided employees
2016 have completed assigned contractual duties, and the regular workday will not be extended.

2017 **Section 17: Emergency School Closure and Delayed Opening**

2018 If it becomes necessary to close schools because of weather or emergency situations, the District will
2019 initiate its notification process by 6:00 a.m. If school has begun for the day and early dismissal is
2020 required, employees will be dismissed immediately following students. No employee will be required to
2021 report for work on a day when student attendance in the building has been suspended for emergency
2022 reasons. In cases of delayed openings, employees will be required to report for work no earlier than 30
2023 minutes prior to the planned arrival of students. If makeup days are required, the District and the
2024 Association will mutually agree upon the dates. No employee will be subjected to loss of pay or benefits
2025 due to non-attendance on days when schools have been closed for emergency reasons. If there is a two-
2026 hour delay on a high school half-day early release day, the early release will be moved to the following
2027 Wednesday. If there is a three-hour delay on an elementary and middle school early release Wednesday,
2028 the early release will be cancelled and school will dismiss at regular time.

Article IV - Instruction

Section 1: Professional Development

The Board and Association recognize the need for professional growth and development. The District will maintain a program of professional development opportunities using resources available in the District and outside the District. The District will continue as an approved education agency, as recognized by the Professional Educators Standards Board.

District Professional Development Committee

A District Professional Development Committee will be established to:

- survey District/employee needs
- make District professional development recommendations
- help develop and guide professional development courses
- coordinate the annual District professional development conference
- support building professional development coordinators in their work at the building level
- coordinate and share with staff any District professional development opportunities
- provide input to District and Association bargaining teams in issues related to staff development
- encourage professional growth

The District Professional Development Committee will have funds available to provide release time for committee members, as well as other committee needs, depending on the availability of substitutes. The Staff Development and Assessment Coordinator will submit proposals for approval.

The District Professional Development Committee will be composed of three (3) elementary employees, who must be regular classroom teachers; one (1) middle school employee; one (1) high school employee; one (1) librarian; one (1) Special Services employee; one (1) Career and Technical Education or other special interest employee; three (3) building principals (representing one (1) elementary, one (1) middle, and one (1) high school); and two (2) central office administrators. The Association President and District Professional Development Coordinator will jointly appoint all Committee members. Any proposed member not mutually accepted will not serve on the Committee. Each person selected will serve a two-year term. People may be reappointed once to a consecutive term. Non-voting members may be appointed, as agreed to by the Committee. This Committee will meet during the school day or outside the contract day with compensation at curriculum rate for a minimum of five (5) times during the school year.

Curriculum Expenses

The District will provide curriculum and all necessary materials including additional/supplementary materials to all employees who teach the curriculum.

If curriculum requires translation, the District will translate the materials at appropriate grade and/or developmental level. Should an employee request to have other supplemental materials translated, the District will determine whether or not those materials are necessary and deliver those materials in a timely manner. Should an employee offer to translate the materials themselves and the District agrees, the District will provide compensation at the curriculum rate.

Building Staff Development Coordinators

Staff development coordinators from each building will be compensated commensurate with District curriculum committees.

Building Professional Development Committees

The building principal/supervisor and the Association representatives from the building, in consultation with the Association President, will collaboratively select an employee who will serve as the Building Professional Development Coordinator on an annual basis.

Each building will have a professional development committee with at least three (3) employee representatives selected by employees in that building, or a site council that manages the building professional development funds. The building's professional development committee may also be coordinated by the site council when the staff development coordinator is a member of the site council.

The elementary representatives will reflect the grade levels and programs in the building.

At the secondary level, representatives will be from various departments or subject areas. The principal or an assistant principal will also serve on the building professional development committee or site council. The building committees will meet during the employee workday.

Itinerants from Special Services, Nurses, and Bargaining Unit employees assigned to more than one (1) building will form a committee to serve in the same capacity as the building committees. The committee will consist of the immediate supervisor and at least three (3) employees selected in a representative manner.

The professional development coordinator will work with the principal/supervisor to:

- provide training to building staff on the Instructional Framework
- annually survey the needs of staff in the building
- develop a building plan and program to address the identified needs
- coordinate the professional development funds to support the building plan
- communicate District-level professional development to staff and/or site council
- communicate the program and plans of the building to other building professional development coordinators at monthly meetings

Each building will have \$75 per Bargaining Unit employee FTE to be used to meet the building's professional development needs. Nurses, Juvenile Justice Center employees, alternative program employees, Keewaydin Discovery Center, Legacy, and Phoenix employees will receive \$100 per FTE. Building professional development funds may be used to provide release time or curriculum rate stipends for building staff, contract with outside presenters, purchase professional materials for staff use, or pay expenses for conference registration and travel. These funds are to be allocated by the building committee. The intent of the building funds is to support building-wide professional development.

The District aligns professional development by following the National Standards for Professional Learning.

Voluntary Participation

Participation of any employee in the professional development program will be voluntary. No employee will be coerced, intimidated, discriminated against, threatened, or receive a negative or downgraded evaluation if he or she refuses to voluntarily participate outside the contracted workday. Curriculum will not be withheld because an employee did not participate in voluntary District-provided training.

Professional Learning Communities

Each teacher shall be required to be a member of one (1) PLC only. Employees who have no access to a PLC group that teaches the same content area and whose professional development needs are not met within the District will have the opportunity to discuss other options with the supervisor in an effort to meet the professional development needs of the employee.

2113 **Section 2: Peer Assistance and Resources (PAR)**

2114 These guidelines are intended to be liberally construed and implemented to treat employees fairly and to
2115 comply with all statutory and legal obligations. It is anticipated that as these guidelines are implemented
2116 they may be adjusted by the PAR Panel, at all times being mindful of any affected employee's rights, the
2117 contract, and the applicable statutory requirements.

2118 The PAR Program has two (2) major roles:

- 2119 1) The Beginning Employee program seeks to assist employees in their first year with the District by
2120 refining their skills and helping them learn District goals, curriculum, and structure. A Consulting
2121 Peer Educator (CPE) assists each District employee who is new to teaching. The building
2122 principal or supervisor conduct the initial evaluation of the new employee's performance.
2123 2) The Intervention Assistance Program seeks to assist "Provisional" employees who exhibit serious
2124 performance deficiencies. Employees with continuing contracts who would like assistance may
2125 refer themselves to the program, but they will not be subject to probation or non-renewal as a
2126 result of self-referral.

2127 The Peer Assistance and Resources Program (PAR) will be for "Provisional" employees only. The
2128 District and Association may mutually agree to extend PAR services to continuing employees on a case-
2129 by-case basis.

2130 The PAR Program is initiated between the Association and the District. The parties may modify these
2131 guidelines at any time based on recommendations from the PAR Panel.

2132 **Peer Assistance and Resources Panel (PAR Panel)**

2133 The PAR Panel serves as the governing body for the program and determines program guidelines
2134 consistent with the terms of the collective bargaining agreement. It consists of the Association President,
2135 three (3) employees selected by the Association, the Assistant Superintendent of Human Resources, and
2136 two (2) administrators selected by the Superintendent. The Assistant Superintendent of Human
2137 Resources and the Association President will be the panel's co-chairs. Minutes will be kept for each
2138 meeting. The Superintendent will be a non-voting member of the panel.

2139 The normal term of service of PAR Panel members is four (4) years. The terms of office for the PAR
2140 Panel members, who are appointed by the Association President, may be staggered to provide
2141 consistency and stability. Each PAR Panel member will be paid an annual stipend of \$200 for a total of
2142 four (4) meetings per year.

2143 The Assistant Superintendent of Human Resources and the Association President will be responsible for
2144 the day-to-day operation of the program (i.e., providing agendas, distributing minutes, making meeting
2145 arrangements, etc.) as well as tasks delegated by the Panel that do not involve making decisions
2146 concerning CPE cases.

2147 **Consulting Peer Educators (CPEs)**

2148 Becoming a CPE is a major commitment. CPEs will remain in the position for the entire term of their
2149 appointments, and co-curricular or extracurricular responsibilities should not interfere with their CPE
2150 duties. Any conflicts will be resolved by the PAR Panel.

2151 CPEs will receive an annual budget of \$3,300 to purchase supplies and other materials for the PAR
2152 Program.

2153 The PAR Program will have sufficient CPEs to create a ratio of 15-20 employees per CPE. Over the
2154 course of each year of the agreement, the PAR Panel will analyze the caseload language and make

2155 recommendations to the District and Association bargaining teams regarding any possible adjustments to
2156 the numbers of CPEs.

2157 ***CPE Selection Criteria***

2158 Criteria for selection of CPEs include the following:

- 2159 • is a current employee in the District on a continuing contract with a minimum of five (5) years’
2160 total teaching experience, with at least three (3) years in the District
- 2161 • demonstrates outstanding classroom teaching ability
- 2162 • demonstrates talent in written and oral communications
- 2163 • demonstrates the ability to work cooperatively and effectively with professional staff members
- 2164 • has extensive knowledge of a variety of classroom management and instructional techniques
- 2165 • has the documented support of colleagues and his or her building principal
- 2166 • has the ability to provide and model expectations of high standards of professional practice while
2167 demonstrating compassion for the person

2168 ***CPE Selection Process***

2169 At any time the District and Association recognize the need, they can jointly notify all employees in the
2170 District that the PAR Panel is seeking nominations for CPEs. Nomination forms for CPEs will be
2171 available from the Assistant Superintendent of Human Resources or the Association. Any employee or
2172 District employee may submit a nomination form to the Assistant Superintendent of Human Resources
2173 with the name of an employee he or she is nominating as a CPE candidate. An employee may not self-
2174 nominate.

2175 All employees who have a nomination submitted on their behalf will receive from the Assistant
2176 Superintendent of Human Resources and the Association President a joint invitation to apply for the
2177 position of CPE. The invitation will contain the application form, an explanation of the process,
2178 recommendation forms, and a copy of these guidelines. Any employee who receives a joint invitation
2179 may consult with the Assistant Superintendent of Human Resources or the Association concerning the
2180 process for application, requirements of the position, and other procedural matters.

2181 All employees who have received a joint invitation to apply may submit a completed application form to
2182 the Assistant Superintendent of Human Resources within the established timelines. In addition to
2183 submitting a completed application form, each applicant will submit the following documents directly to
2184 the Assistant Superintendent of Human Resources in order for the application to be considered:

- 2185 • a written recommendation from his or her building principal or immediate supervisor
- 2186 • recommendations from two (2) other employees from his or her building or program
- 2187 • a recommendation from the senior building representative

2188 The PAR Panel will review received applications and identify those employees who have met the
2189 application requirements. The panel will select CPE(s) from the group of applicants using a process
2190 established by the Panel. All applications and references will be treated with strict confidentiality.
2191 Applicants who are not accepted as CPEs will be notified.

2192 ***CPE Length of Assignment***

2193 The length of assignment for CPEs will be four (4) years, barring extraordinary circumstances that
2194 require the PAR Panel to replace a CPE prior to the end of his or her term, or if caseloads rise to the
2195 point of needing additional CPEs and the PAR Panel chooses to extend a term.

2196 Selected CPEs will continue in that role for four (4) consecutive years. No CPE may apply for a second
2197 consecutive four-year term. No CPE who has been selected as a replacement for a CPE may continue in
2198 that role for longer than four (4) years. The length of the CPE assignment may be adjusted, as

2199 determined by the PAR Panel, and will be dependent on such criteria as how many employees are
2200 serving in that role. If there are enough employees anticipated by spring projections to require a fifth
2201 CPE, a mentor may be asked to remain as a CPE for a fifth year, as determined by the PAR Panel.

2202 ***Part-time CPE Positions for Special Programs***

2203 The PAR Panel may appoint temporary, part-time CPEs in Special Education, bilingual, and other areas
2204 with a small number of employees participating. These CPEs will be Bargaining Unit employees and
2205 will receive a stipend up to \$1,500, if two (2) employees are being assisted, and up to \$1,000, if one (1)
2206 employee is being assisted. He or she will be allocated up to 12 days of release time per employee being
2207 assisted. He or she will assume all the duties of a CPE. If an employee serves as a .5 FTE or greater part-
2208 time CPE for one (1) year, his or her time as a CPE will be counted as one (1) of the four (4) contractual
2209 years. A full-time CPE will be assigned to assist these CPEs, if possible. After four (4) years, the part-
2210 time CPE may reapply for the position.

2211 ***Return of CPE to the Classroom***

2212 Upon completion of his or her assignment, a CPE will be given the same consideration for returning to
2213 the position of his or her last assignment as if he or she had been on active duty.

2214 The PAR Panel may return any CPE to his or her previous position in accordance with the above at any
2215 time following a conference with the CPE to discuss the reason(s) for the reassignment. This may occur
2216 because of changes in the subject areas and grade levels of employees participating in the PAR Program
2217 or because of concerns about the CPE's work performance.

2218 If a CPE, because of a reduction in caseload, is returned to his or her previous position and there is more
2219 than one (1) CPE in that area, the decision will be made based on seniority as a CPE, with the least-
2220 senior CPE being returned to the classroom.

2221 A CPE will not be selected for an administrative position within the District for at least one (1) school
2222 year after serving as a CPE, except by the mutual consent of the Association and District.

2223 ***CPE Compensation***

2224 A CPE will be paid in accordance with the negotiated employee salary schedule and all other provisions
2225 of this contract. Additionally, a CPE will receive a \$5,000 annual stipend for assuming the
2226 responsibilities of a CPE. All personnel issues associated with a CPE (i.e., sick leave, requests for
2227 leaves, absence) will be reported to the Assistant Superintendent of Human Resources.

2228 ***CPE Caseloads***

2229 The PAR Panel will consider 15-20 new employees per CPE opening. If target numbers are exceeded,
2230 the CPEs may consult with the PAR Panel to determine what measures can be taken to address the issue,
2231 such as keeping a CPE an additional year or hiring a trained mentor for part-to-full-time or adding two
2232 (2) new CPEs in one (1) year.

2233 All beginning employees without prior experience in their first year under contract with the District will
2234 be assigned to a CPE. New hires whose prior educator experiences are recent and whose current
2235 practices are successful, as well as experienced employees who self-refer, may be included in the
2236 program, if CPE caseloads are not exceeded.

2237 Beginning employees who teach multiple subjects at the middle school and high school levels will be
2238 assigned only one (1) CPE.

2239 ***Induction Classes and National Board Classes***

2240 During the year that a new, eligible, District teacher receives services from the PAR Program, he or she
2241 will also be eligible to participate in the District's Induction class. Employees who attend induction

2242 classes outside the normal workday will receive clock hours without charge. The parties acknowledge
2243 that induction classes are important for helping new teachers develop their skills and increasing retention
2244 of staff. Employees taking a National Board Certification class through other avenues may use the
2245 Tuition Reimbursement fund to partially pay for the credits. If credits are not being obtained, a District
2246 reimbursement for the \$500 flat-rate fee can be requested for obtaining the National Board Certificate.

2247 The District will provide clock hours for employees who attend the Induction class.

2248 This process will be under the direction of the PAR Panel. The Association will bargain the language
2249 and the process.

2250 Intervention and Assistance Plan

2251 This component of the PAR Program is intended to assist “Provisional” employees with their teaching
2252 performance.

2253 If at any time the principal notes areas of concern in a “Provisional” employee’s classroom management
2254 or instruction, that employee can be placed on an Intervention and Assistance Plan.

2255 Any “Provisional” employee experiencing serious difficulties in his or her performance that result in
2256 being placed on probation will have the option of either: 1) going through the process with the principal
2257 only, or 2) taking part in an Intervention and Assistance Plan with the CPE and the principal. No
2258 employee waives his or her non-renewal appeal rights by participating in an Intervention and Assistance
2259 Plan.

2260 Self-referral

2261 Any experienced employee who is interested in professional growth in a particular instructional area and
2262 is interested in the assistance of a CPE for that purpose may submit a request for assistance to the
2263 Association President or the Assistant Superintendent of Human Resources. Based upon the existing
2264 caseloads for CPEs, the PAR Panel may assign a CPE to assist the employee.

2265 Any experienced employee who has received an “Unsatisfactory” mark in any category of his or her
2266 evaluation may request assistance from a CPE. The assignment will be made if there is available space
2267 in the CPE’s caseload. The Assistant Superintendent of Human Resources and the Association President
2268 will oversee the CPE’s assignment in self-referral cases. These cases should have minimal timelines and
2269 goals, as established in the principal’s plan of improvement.

2270 Confidentiality

2271 All information concerning assistance provided to an employee who has voluntarily sought the
2272 assistance of a CPE will remain strictly confidential. The CPE will report to his or her PAR Pair
2273 concerning the support and assistance being provided to the employee. However, no information
2274 obtained by the CPE through an assistance process will be disclosed to others except in extreme
2275 circumstances or as required by law.

2276 Problems Not Referred to the PAR Program

2277 Employee performance issues not related to teaching skills, practices, or work with students will not be
2278 deemed appropriate for referral to the PAR Program. Examples of the kinds of concerns that are not
2279 appropriate for referral to the PAR Program are repeated tardiness, failure to complete required
2280 attendance or grade reports, or failure to comply with other administrative requirements. Disciplinary
2281 issues like these are to be handled in accordance with the provisions of **Article III, Section 3** of this
2282 contract.

2283 Contract Rights

2284 Except as explicitly provided in these guidelines, employees participating in the PAR Program retain all
2285 rights in this contract.

2286 These will constitute the guidelines for the PAR Program, recognizing the District and the Association
2287 may find it necessary, by mutual agreement, to modify these provisions.

2288 **Section 3: Payment for Service on District Committees**

2289 **District Curriculum Committees**

2290 The District endorses a comprehensive process for the review, adoption, and funding of instructional
2291 materials.

2292 At the discretion of the Assistant Superintendent of Human Resources, participants on committees
2293 involved in the curriculum adoption process may be provided release time with substitutes for meetings
2294 during the school year.

2295 **Curricular and/or Technology Adoptions and Trainings**

2296 Voluntary curricular and/or technology trainings will be offered more than once and spaced far enough
2297 apart to allow for flexibility of employee scheduling. When an employee is unable to attend a voluntary
2298 training offered outside of the contracted workday and/or work-year, an alternative paid training will be
2299 provided.

2300 **Building Curriculum Committees**

2301 Building curriculum committees will be used to evaluate supplemental curriculum needs and
2302 instructional materials for each building in order to fulfill Washington State Learning Standards,
2303 assessment requirements, District learning goals, and instructional decisions based upon each building's
2304 established goals.

2305 The site will determine the size and composition of each building's curriculum committee. Each site
2306 council will determine the allocation of funds. Each building, in order to pay for expenses including but
2307 not limited to curriculum hours, substitute coverage, research material, etc., will be funded as follows:
2308 elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500.

2309 Building curriculum committees will meet as needed. Minutes will be recorded at each meeting and will
2310 be kept at the buildings.

2311 **District Curriculum Advisory Committees**

2312 Each District curriculum advisory committee's function will be to review the decisions of the building
2313 curriculum committees, determine if the appropriate procedures have been followed, and determine if
2314 the building curriculum committee's plans meet the goals of the Washington State Learning Standards
2315 assessment requirements, and District learning goals. The committees will also be responsible to assist
2316 communication and transition among the instructional levels in each of the eight (8) assessment strands,
2317 and to serve as a resource on the latest curricular trends, research, and best practices in the field of
2318 teaching.

2319 The curriculum advisory committees will reflect the eight (8) curriculum strands of the state's
2320 Washington State Learning Standards, with three (3) of the strands (writing, reading, and
2321 communication) combined into one (1) committee. The eight (8) assessment strands are as follows:

- 2322 The Arts (visual and performing)
- 2323 Math
- 2324 Science
- 2325 Social Science

2326 Health and Fitness
2327 Writing/Reading/Communication
2328 Assessment
2329 Educational Technology

2330 Each curriculum advisory committee will be comprised of the following members: three (3) elementary
2331 certificated representatives, one of whom would preferably be a reading specialist; three (3) building
2332 administrators, one (1) from each instructional level; three (3) middle school certificated representatives;
2333 three (3) high school certificated representatives; three (3) parents; one (1) Special Services certificated
2334 representative; and the Assistant Superintendent of Curriculum or designee.

2335 The Association and District will collaborate on the selection process for the curriculum advisory
2336 committees.

2337 The District will fund each of the curriculum advisory committees at the rate of \$400 per year per
2338 certificated representative and \$700 per committee chairperson. The committee chairperson must be a
2339 certificated representative.

2340 The curriculum advisory committees will meet a minimum of six (6) times each year. Annual goals will
2341 be established, and minutes will be kept of each of these meetings, and a copy of the minutes will be
2342 filed with the Assistant Superintendent.

2343 Special Committees

2344 In order to facilitate the District's ability to respond to changing conditions, and to facilitate a
2345 comprehensive and inclusive decision-making process within the District, additional committees,
2346 referred to as "Special Committees," may be established.

2347 The District and Association must agree upon the composition of, necessity for, and funding for all
2348 Special Committees. The District will provide to the Association a list of Special Committees, members
2349 on those committees, and compensation for those committees will be at curriculum rate.

2350 Special Education Committee for Evaluations

2351 During the 2021-22 school year, the District and Association will establish a Special Committee to
2352 develop evaluations for employees who work in Special Education classrooms. Committee members
2353 will be compensated at the curriculum rate for work on the committee that falls outside the regular
2354 contract day.

2355 Staff Response Team

2356 For the 2021-22 school year, the District and Association will establish a committee in August, 2021, to
2357 develop a response plan for students previously enrolled in Lourdes Children's Day Program to be
2358 implemented by the first day of school. The committee will be made up of each impacted building's case
2359 manager, building administrator, and one building itinerant. Members of this committee will receive the
2360 per-diem rate for their work on the committee.

2361 Special Education Teachers

2362 Teachers who are hired into continuing Special Education positions with "Conditional" certificates will
2363 remain teaching in positions within the Special Education Department for a minimum of one (1) year
2364 after the issue date of their initial "Residency" certificate.

2365 Training for New Instructional Programs

2366 The District will provide ongoing staff development training for employees assigned or involved in new
2367 instructional data management programs in the District. Training will be made available to employees
2368 prior to implementation of the programs.

Tuition Reimbursement

Employees will be reimbursed for tuition costs according to at least one (1) of the following guidelines:

- for employees taking college-level courses through an accredited college that is working towards a degree or endorsement
- to retrain and/or help recertify employees whose departments have declining enrollment, or employees who need assistance to recertify
- for those employees assigned outside their endorsement(s)
- for credits earned in an accredited master's degree program
- pursuing National Board Certification (up to \$1,000)

The District will contribute \$70,000 annually for these purposes. Employees will receive up to, but no more than, \$100 for each quarter credit, up to a total of 10 credits (\$1000) annually. Application for these funds will be managed on a first-come, first-served basis.

This fund may be used to reimburse employees for the cost of one (1) WEST-E test annually.

This fund may not be used to reimburse employees for costs related to clock hours.

National Board Certification

The District will give one (1) day of leave with a paid substitute to employees on the day they take the test for National Board Certification. The employee will provide proof of the date of the assessment test to the Human Resources Department before a release day is paid.

Section 4: Employee Workload

Multiple Preparations

Recognizing the added effort required for multiple secondary assignments, the District will attempt to schedule 1.0 FTE secondary teachers for three (3) or fewer preparations, unless the teacher requests in writing a greater number. When a teacher is requested to teach a schedule requiring four (4) or more distinctive preparations, they may request Association representation to join them for a review of their schedule by the building administrator, department head, team leader, and/or grade level leader to justify the need for the schedule and/or identify possible remedies.

Distinctive preparations are created by teaching different subject areas or courses within the same core subject area utilizing different adopted core curriculum.

Various levels of elective courses such as Fine Arts, P.E., World Language, and CTE do not constitute distinctive preparations. In addition, Special Education courses or unique high levels of math and science, such as AP and IB math and science courses, do not constitute distinctive preparations. The Association and District will meet and make the determination if any other elective courses are appropriate to this list.

When it is necessary to assign a greater number of preparations, every reasonable effort shall be made to avoid giving the assignment to a teacher new to the department, "Provisional" employees, employees new to an assignment, and employees who are teaching a course for the first time.

In the event the above-named employees are assigned more than three (3) preps at the high school level, or more than four (4) preps at the middle school level, they will be provided a stipend equal to one (1) hour of per-diem multiplied by each week of the additional prep course.

Teachers who choose to teach more than three (3) distinct preps as part of their assignment are exempt from this section.

Placement of IEP and 504 Students

The principal, in consultation with the affected classroom employee and the resource specialist, will determine the placement of identified IEP students and 504 students with academic or behavioral accommodations in a regular classroom.

In the assignment and placement of IEP students and 504 students with academic or behavioral accommodations in regular classrooms, the District will ensure these students are equally distributed per classroom employee per grade level/subject area.

Certain secondary classes may be exceptions to these standards: in cases of health and fitness, band, chorus, limited course or section offerings, or where program content is geared to the needs of Special Services students.

As an alternative to the equal distribution requirements, a building multi-disciplinary team may make other arrangements for student placement - i.e., integrated classroom, team teaching, etc.

Special Education Program 21 Inclusion Funds

The District will allocate \$25 per identified IEP student (excluding students receiving only motor or speech and language services) per school year to provide materials to the general education classroom employee(s) to support the inclusion of IEP students, for use with those IEP students.

This allocation will be distributed to each building in proportion to the number of identified IEP students assigned to that building. The affected classroom employee(s) will determine the appropriate materials to be purchased, with the agreement of the multi-disciplinary team. The District will develop procedures for implementing this process.

Dual Language

In a single teacher Dual Language model, all students are the responsibility of one bilingual regular education employee. The instructional responsibilities include, but are not limited to, teaching, planning for instruction, grading, and parent communication.

In a two-teacher Dual Language model, all students are the responsibility of two regular education employees, one of whom must be bilingual. The instructional responsibilities include, but are not limited to, teaching, planning for instruction, grading, and parent communication. The responsibilities will be divided equally between the two educators.

Team-taught Classes

In a Team-taught Class, all instructional responsibilities are equally divided between a regular education employee and a Special Services employee. This includes, but is not limited to, teaching, planning for instruction, grading, and parent communication.

Inclusion Classes

An Inclusion class includes both regular education students and Special Education students. A Special Services employee is responsible for modifying or supporting the instruction for the Special Education students in an Inclusion classroom.

Paid Substitutes for Case Management (Classroom Special Services Employees Only)

The Director of Special Services will create a schedule of paid substitute employees to cover for each certificated Special Services employee who teaches a classroom of students. These substitutes will be made available four (4) times each year and may only be requested for Tuesdays, Wednesdays, and Thursdays. These hours must be spent in the employee's assigned building.

2452 At the discretion of the Special Services employee, these days may be used outside of workdays, with
2453 employees receiving casual substitute pay for compensation. To claim these hours, employees must
2454 submit the appropriate documentation to the Special Services Department **on or before the last day of**
2455 **June.**

2456 The purpose of this provision is to grant time to Special Services classroom employees to fulfill the case
2457 management requirements of their designated teaching assignments.

2458 For Tier III educators who are required to complete State alternative assessments (WA-AIM), one (1)
2459 additional workday may be taken as release time. The employee may receive one (1) day of pay at per-
2460 diem rate in lieu of the release time.

2461 Case Management (Managing Additional Caseloads)

2462 When a Special Education position is unable to be filled with a certified Special Education teacher,
2463 employees who hold Special Education certification may be asked to cover part or all of a caseload for a
2464 position. Employees who choose to cover an IEP or caseload will receive four (4) hours of per-diem for
2465 each IEP they write for students not on their normal caseload. In addition, employees will receive one
2466 (1) hour of per-diem for each progress reporting period in which they are responsible for the student.
2467 Completion of any portion of the progress reporting will entitle the employee to the full payment for that
2468 reporting period. Employees can decline to accept additional IEPs and caseloads outside their normal
2469 assignment.

2470 In the event there is a case with exceptional circumstances on the caseload being covered, the case
2471 manager and Director of Special Services will determine if an additional 7.5 hours of pay or more will
2472 be granted per special case.

2473 This provision will not be used in place of making every effort to fill all Special Education positions
2474 with certificated employees.

2475 Case Management (Elementary Special Services Personnel)

2476 Unless mutually agreed upon by the Special Services staff involved, the student's primary service
2477 provider will be his or her case manager. He or she will be responsible for all aspects of the IEP process,
2478 except for the goals and objectives of another Special Services provider. The primary Special Services
2479 provider will be the person who spends the most amount of time with the student.

2480 Case Management (Speech and Language Pathologists Only)

2481 The Director of Special Services and each Speech and Language Pathologist (SLP) will schedule three
2482 (3) working days without students each school year.

2483 The purpose of this provision is to grant time to SLPs to fulfill the case management requirements of
2484 their designated assignments. These hours must be spent in a District building.

2485 School Nurses

2486 A total of 22.5 additional per-diem hours per nurse will be provided **prior to the first student day of**
2487 **the school year** and an additional 7.5 per-diem hours per nurse will be provided for use **prior to the**
2488 **end of September** for nurses to do cross-training of secretaries and/or paraeducators for medications
2489 and medical procedures to be delegated, complete State-mandated all-staff trainings for life-threatening
2490 health conditions, work on Individual Health Plans, call parents and doctors as needed, set up
2491 medications, attend 504 meetings, get life-threatening health alerts out to staff, and update and complete
2492 immunizations.

2493 For the 2021-22 school year only, nurses will receive an additional two and one-half (2½) days of
2494 compensation at their per-diem rate to deal with issues over Covid-19 that will arise in buildings
2495 following students' return to full-time school. This time will be submitted on monthly timecards.

2496 School nurses assigned to newly-opening schools will be paid an additional 15 per-diem hours to
2497 accumulate, file, and disseminate the necessary information to support students who will attend these
2498 new buildings.

2499 Nurses will be released from attendance at Building Professional Days and the Learning Improvement
2500 Day in order to develop Individual Health Plans for students, review students' immunization status, and
2501 discuss other related duties.

2502 Paraeducator hours will be made available to nursing staff in the first months of the school year to be
2503 used specifically for assistance in working on Individual Health Plans, immunizations, and health
2504 screenings.

2505 The District will assign nurses to schools at a nurse-to-student ratio of 1.0 FTE to 1,500 student
2506 enrollment at all levels, minus full-time Running Start students and Delta students, at each high school.

2507 In the event a nurse's caseload goes over the above ratio (**based on the November 1 count**), the nurse
2508 will receive an additional 7.5 hours of per-diem pay for every additional 100 enrolled students or
2509 fraction thereof.

2510 Additional Nursing FTE that is added to the District is not considered vacant until it has been filled at
2511 least one (1) time. If then a current nursing position is vacated and the District cannot hire a
2512 replacement, the District and the Association will determine through Labor Management how to
2513 compensate the current nursing staff that will be picking up duties from the vacated position.

2514 **Section 5: Class Size**

2515 **Overload Guidelines**

2516 The District will have the first eight (8) school days of each school year to make adjustments to class
2517 loads. These eight (8) days will not count for overload compensation. Overload compensation will begin
2518 on the ninth school day.

2519 The following will apply to overload compensation:

2520 The District, by the 10th of the following month, will process the overload count and overload will be
2521 paid out on the following paycheck without generating any paperwork for the employee.

2522 The District overload report covers the calendar month ending with the last school day of the month and
2523 will be submitted to the Association President no later than the 15th of the following month. Overloads
2524 will be equally distributed between grade level or subject matter area for all employees at each school.

2525 **Calculating Overload at Elementary Schools (except Special Services and 2526 Elementary Specialists)**

2527 A student day at the elementary level is defined as an overload of one (1) student for one (1) full day in
2528 grades where employees generally retain their classes for a full day.

2529 Kindergarten and first grade classes will not exceed 24 students per class. In the event a class exceeds
2530 24, provisions for overload will take effect.

2531 Grade 2 and 3 classes will not exceed 26 students per class. In the event a class exceeds 26, provisions
2532 for overload will take effect.

2533 Grade 4 and 5 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions
2534 for overload will take effect.

2535 The class size limit for a multi-age classroom will reflect the lowest traditional grade level present.

2536 One-way Dual Language classes will have the following class size limits:

2537 K-1 Classes will not exceed 22 students. In the event class size exceeds 22 students, provisions for
2538 overload will go into effect.

2539 Grade 2 and 3 Classes will not exceed 24 students. In the event class size exceeds 24 students,
2540 provisions for overload will go into effect.

2541 Grade 4 and 5 Classes will not exceed 25 students. In the event class size exceeds 25 students,
2542 provisions for overload will go into effect.

2543 When a class in grades K-5 reaches an enrollment count of 31, the Assistant Superintendent of
2544 Elementary Education will notify the Association President.

2545 Elementary Specialists

2546 Workload will be the following for health and fitness employees, music employees, technology
2547 employees, and librarians:

- 2548 1) Workload per class: 24 students in kindergarten and first grade, 26 students in grades 2 and 3, and
2549 27 students in fourth through fifth grades 4 and 5.
- 2550 2) A maximum of 30 sections per week for the 2021-22 school year only. Elementary specialists
2551 who exceed 30 sections per week will receive ½ hour of per-diem pay per week for each special
2552 over 30 in the 2021-22 school year. (This factor will be prorated to determine the hiring of music
2553 and health and fitness specialists.)
- 2554 3) Elementary specialist overload rate will be paid per the schedule below:

2555	Length of Specialist minutes per class	Overload Rate
2556	30	\$1.75
2557	35	\$2.04
2558	40	\$2.33
2559	45	\$2.63
2560	50	\$2.92
2561	55	\$3.21
2562	60	\$3.50

2563 Calculating Overload at Secondary Schools (Except Special Services)

2564 In middle schools and high schools, student days are used to account for day-limit overloads. A student
2565 hour in secondary schools is defined as an overload of one (1) student for one (1) regular class period.

2566 Overload pay will be calculated using two (2) methods, and the District will pay the greater overload
2567 pay amount. The employee will be paid according to one (1) of the following two (2) calculation
2568 methods for overload pay, which are by the period and by the day. The calculations are detailed below.

2569 In middle schools, employees will not exceed the maximum number of students listed below for the
2570 number of regular classes taught per day:

Total regular classes taught per day	Maximum number of students
1	30

2	56
3	82
4	108
5	134
6	160
7	186
8	212

2571

2572 In middle school fitness classes, using the day overload calculation, employees will not exceed the
 2573 maximum number of physical education classes (excluding health classes taught in an individual
 2574 classroom) taught per day.

Total regular classes taught per day	Maximum number of students
1	30
2	60
3	90
4	120
5	150
6	180
7	210
8	240

2575

2576 In high schools, using the day overload calculation, employees will not exceed the maximum number of
 2577 students listed below for the number of regular classes taught per day.

Total regular classes taught per day	Maximum number of students
1	30
2	56
3	84
4	112
5	140
6	168
7	196

2578

2579 In high school fitness classes, using the day overload calculation, employees will not exceed the
2580 maximum number of physical education classes taught per day.

Total regular classes taught per day	Maximum number of students
1	32
2	64
3	96
4	128
5	160
6	192
7	224

2581

2582 For the purposes of overload, doubles classes in secondary schools will have a maximum of 24 students
2583 in any individual classroom.

2584 For the purposes of overload, ALE/LOC classes in a high school will not exceed a maximum of 93
2585 students per day of five (5) instructional class periods. Individual classes will not exceed a maximum of
2586 20 FTE students.

2587 Middle school one-way Dual Language classes will not exceed 28 students. In the event class size
2588 exceeds 28 students, provisions for overload will go into effect.

2589 For the purposes of overload, alternative education programs and Phoenix High School will have a
2590 maximum of 24 students in any individual classroom.

2591 For the purposes of overload, the Off-Campus Learning program will have a maximum of 24 FTE (full-
2592 time equivalent) students per 1.0 FTE teacher, as outlined in the RCW.

2593 In music performance classes and large lecture groups, the individual class maximum may be raised.
2594 Music employees may determine the number of students enrolled in performing classes beyond the
2595 contracted class size. For non-performing classes, the contractual class size language is in effect. Daily
2596 class loads will be computed by determining the fraction of the day assigned to non-performing classes
2597 multiplied by the daily total allowed under contract language.

2598 Calculating Overload for Special Services

2599 Special Services personnel will have the following workload:

2600 ***Elementary, K-5***

2601 A maximum of 30 IEP students per full-time Special Services employee. At least 6.0 hours per day of
2602 paraeducator time will be provided and directed by the Special Services teacher. In addition, at the
2603 elementary level, when the number of IEPs on an employee's caseload exceeds 30, the employee will
2604 choose overload pay or additional overload paraeducator hours. When the number of students with IEPs
2605 on an employee's caseload exceeds 45, the employee will choose additional overload payment and
2606 additional overload paraeducator hours, or a .5 Special Services employee will be hired. Additional
2607 paraeducator time will be prorated with each .5 employee hired.

2608 **Middle School 6-8**
2609 A maximum of 60 student periods per day of six (6) class periods, with a maximum of 12 students in
2610 any individual classroom. At least 6.0 hours per day of paraeducator time will be provided and directed
2611 by the Special Services teacher.

2612 **High School 9-12**
2613 A maximum of 55 student periods per day of five (5) class periods, with a maximum of 12 students in
2614 any individual classroom. At least 6.0 hours per day of paraeducator time will be provided and directed
2615 by the Special Services teacher.

2616 The 6.0 hours of paraeducator time shall be spent performing duties directly related to Special
2617 Education. Other assigned duties shall not infringe upon the 6.0 hours of the Special Education time.

2618 **District Special Services Programs**

2619 **Preschool**

2620 A maximum of eight (8) students per half-workday session, plus at least 25 hours per week of
2621 paraeducator time. When a session size exceeds eight (8), the employee will choose overload pay or
2622 adding additional hours of overload paraeducator time. The caseload limit for preschool classroom
2623 teachers is 21 students. When the caseload exceeds this limit the employee will receive overload pay at
2624 the weekly rate. If an employee exceeds both the per-session and caseload limit, the employee may
2625 choose to receive either the weekly or per-session overload.

2626 **Preschool Structured 1 Autism Beginning Communication (PECS) Classroom**

2627 A maximum of eight (8) students per half-day session, plus at least 75 hours per week of paraeducator
2628 time. When a session size exceeds eight (8), the classroom teacher will choose overload pay or adding
2629 additional hours of overload paraeducator time. The caseload limit for preschool classroom teachers is
2630 21 students. When the caseload exceeds this limit the classroom teacher will receive overload pay at the
2631 weekly rate. If a classroom teacher exceeds both the per-session and caseload limit, he or she may
2632 choose either the weekly or per-session overload.

2633 **Preschool Structured 2 Autism Beginning Communication (PECS) Classroom**

2634 A maximum of eight (8) students per half-day session, plus at least 50 hours per week of paraeducator
2635 time. When a session size exceeds eight (8), the classroom teacher will choose overload pay or adding
2636 additional hours of overload paraeducator time. The caseload limit for preschool classroom teachers is
2637 21 students. When the caseload exceeds this limit the classroom teacher will receive overload pay at the
2638 weekly rate. If a classroom teacher exceeds both the per-session and caseload limit, he or she may
2639 choose either the weekly or per-session overload.

2640 **Autism Self-Contained (Tier III)**

2641 A maximum of eight (8) students, plus at least 12 hours per workday of paraeducator time. When the
2642 class size reaches nine (9) students, the employee will choose overload pay or adding a six-hour
2643 program needs paraeducator. When the class size reaches ten (10) students, the employee will choose
2644 additional overload pay or adding an additional six (6) hour paraeducator.

2645 For students 11 and 12, the classroom teacher will receive overload pay. If the class size exceeds 13
2646 students, the classroom teacher, principal, and Director of Special Services will jointly decide whether to
2647 provide an additional six (6) hour paraeducator or continue with overload pay.

Number of Students / Caseload	Number of Classroom Paraeducators
8 or below	2 paraeducators

9	3 paraeducators or overload pay
10	4 paraeducators or overload pay
11 & 12	overload pay
13	5 paraeducators or overload pay

2648

2649 If the classroom is projected to start the school year with nine (9) or more students and is staffed
2650 according to contract language, the Director of Special Education will ask the classroom teacher if he or
2651 she would like to choose additional paraeducator time beginning the first school day or wait until the
2652 ninth day to begin receiving overload pay if no paraeducator is requested. If the paraeducator time is
2653 requested, the paraeducator will be in the classroom as long as the class remains in overload.

2654 ***Tier II Autism and Behavior Programs***

2655 All Tier II Behavior classrooms will have a maximum of 12 students, plus at least 18 hours per day of
2656 paraeducator time. When the class size exceeds 12 students, the employee will choose overload pay or
2657 adding an additional six (6) hour paraeducator. District Special Education and building administrators
2658 will assist classroom teachers scheduling students so grade K-2 students and grade 3-5 students are not
2659 together in the Tier II classroom at the same time, to the greatest extent possible.

2660 If the classroom teacher can't develop a schedule for a student, or when a student has behavior issues
2661 that consistently interfere with the learning, safety, or well-being of others, the IEP team will meet to
2662 discuss options (e.g. additional structures and supports, additional staffing, change in student schedule,
2663 modifications of behavior interventions plans, staff training, etc.) The District will implement decisions
2664 to provide a safe alternative educational environment.

2665 If the class size exceeds 17 students, the classroom teacher, principal, and Director of Special Services
2666 will jointly decide whether to provide an additional six-hour paraeducator or continue with overload
2667 pay. If the class size is six (6) students or less, one six-hour paraeducator may be moved to cover leave
2668 or overload at a similar program. Should the program receive a seventh student, the transferred
2669 paraeducator will return to his or her original assignment.

2670 ***Lifeskills (Tier III)***

2671 A maximum of eight (8) students, plus at least six (6) hours per workday of paraeducator time. When the
2672 class size reaches nine (9) students, the employee will choose overload pay or adding a six-hour
2673 paraeducator. When the class size reaches ten (10) students, the employee will choose overload pay or
2674 adding an additional six-hour paraeducator.

2675 For students 11 and 12, the classroom teacher will receive overload pay. If the class size exceeds 13
2676 students, the classroom teacher, principal, and Director of Special Services will jointly decide whether to
2677 provide an additional six (6) hour paraeducator or continue with overload pay.

Number of Students / Caseload	Number of Classroom Paraeducators
8 or below	1 paraeducator
9	2 paraeducators or overload pay
10	3 paraeducators or overload pay
11 & 12	overload pay
13	4 paraeducators or overload pay

2678

2679 If the classroom is projected to start the school year with nine (9) or more students and is staffed
2680 according to contract language, the Director of Special Education will ask the classroom teacher if he or
2681 she would like to choose additional paraeducator time beginning the first school day, or wait until the
2682 ninth day to begin receiving overload pay if no paraeducator is requested. If the paraeducator time is
2683 requested, the paraeducator will be in the classroom as long as the class remains in overload.

2684 ***CET Program***

2685 A maximum of 12 students with 18 hours of paraeducator time. When class size exceeds 12 students, the
2686 classroom teacher will choose overload pay or adding a six-hour program needs paraeducator. For every
2687 student over 13, the classroom teacher will receive overload pay.

2688 If the class size exceeds 16 students, the classroom teacher, principal, and Director of Special Services
2689 will jointly decide whether to provide an additional six-hour paraeducator or continue with overload
2690 pay.

2691 ***One-on-One Paraeducators***

2692 When a student requires a one-on-one paraeducator, that paraeducator will not supplant any current
2693 paraeducator nor cause a reduction in paraeducator time as outlined in the contract. Students with a one-
2694 on-one paraeducator will not count toward overload compensation or additional paraeducator time.

2695 ***Licensed Practical Nurses (LPN)***

2696 When an LPN is required to meet individual health plans, that LPN will not supplant any current
2697 paraeducator time nor cause a reduction in paraeducator time as outlined in the contract, unless the LPN
2698 is specifically assigned as a one-on-one paraeducator.

2699 ***Structured Learning Classroom (Elementary)***

2700 A maximum of 12 students, plus at least six (6) hours per day of paraeducator time. When the class
2701 exceeds 12 students, the employee will receive overload pay or request additional paraeducator time.

2702 ***Occupational/Physical Therapists***

2703 A maximum of 40 students, plus at least six (6) hours per day of paraeducator time.

2704 ***Speech and Language Pathologists***

2705 A maximum of 50 students. When the Speech Language Pathologist's caseload exceeds 50 students, the
2706 District will attempt to alleviate the overload situation in accordance with the options outlined. In the
2707 event the overload cannot be alleviated, the SLP will receive overload pay or request that paraeducator
2708 time be assigned. Should the caseload exceed 60 students, the SLP will receive overload compensation
2709 for the students over 60 or choose to be assigned additional three (3) hours of para time. Should the
2710 caseload exceed 65 students, the SLP shall receive additional paraeducator time and will receive
2711 overload compensation for all the students on their caseload beyond 65 students.

2712 ***School Psychologists***

2713 The caseload for school psychologists will be 150 students with disabilities, not including students
2714 identified as Speech and/or Language Impairment or motor only. If a psychologist's caseload goes over
2715 150, the psychologist will receive an additional 7.5 hours of per-diem pay for every additional 10
2716 students with disabilities, not including students identified as Speech and/or Language Impairment or
2717 motor only. These hours will be calculated based on the November 1 count each year.

2718 In the event it becomes necessary to assign coverage of additional students and/or schools to the
2719 caseload of an existing school psychologist(s) due to position vacancy or temporary leave, the District
2720 shall compensate this additional caseload by paying for time worked at per-diem rate. The additional

time worked outside of the regular contract day will be reported by the employee and approved by their supervisor. It is understood that payment for work completed is intended to provide compensation for any work necessary to carry out the responsibilities of the school psychologist at that additional school site.

As the need for coverage arises, this need will be communicated to the school psychologist group. It is understood that providing this coverage is voluntary and is subject to the approval of the supervisor, based on the ability of the school psychologist, given their current assigned caseload, to successfully handle the additional assignment. This process is not intended to take the place of the regular job postings and hiring processes that occur when there is a vacancy.

Special Education Paraeducator Substitute Coverage

When a Special Education paraeducator substitute is not available, the Special Education classroom teacher will receive one (1) hour of compensation per day at his or her per-diem rate. This time will be submitted on monthly timecards.

For resource room teachers who have multiple paraeducators throughout the day, if a paraeducator is gone from one (1) period, the teacher will receive .25 of a per-diem hour. This can be claimed up to four (4) periods per day, with a maximum compensation of one (1) per diem hour per day.

Calculating Overload for Regular Education/Special Services Team-taught Classes in Middle Schools

A Team-taught Class by a regular education employee and a Special Services employee will be limited to 27 students using as a guideline a ratio of two-thirds regular education students to one-third Special Services students.

The regular education students will be assigned to the class roster of the regular education employee, and the Special Services students will be assigned to the class roster of the Special Services employee.

The principal and the employees involved will develop Team-taught Classes.

When an overload occurs in a Team-taught Classroom with over 27 students, overload pay for the period will be split evenly between the regular education employee and the Special Services employee.

Regular education employees will not exceed a maximum of 157 students per instruction day of six (6) class periods in the team-teaching model.

Overload Compensation (Except Special Services)

When an overload occurs, the District will attempt to alleviate the overload in accordance with option 1 and/or 2 below. In the event the District does not alleviate the overload through option 1 and/or 2, the affected employee will then elect option 3 or 4, as indicated below.

- 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2) Students may be transferred.
- 3) A paraeducator may be assigned, at the option of the employee. However, when paraeducator time is used, that time will consist of at least one-half per classroom at the elementary level, or 50 minutes per period of overload at the secondary level. Paraeducator time will be generated outside existing programs.
- 4) An employee may elect to receive compensation in lieu of aide time. Employees electing compensation will be paid from the first day of overload at the following rates:
elementary - \$17.50 per student per student day, secondary - \$ 3.50 per student per class period.
- 5) For online learning classes, an employee will receive compensation at \$3.50 per each additional 0.2 FTE student enrollment.

2764 The District may make downward adjustments in existing overloads at any time, including overloads
2765 being remedied under option 3 and 4.

2766 In all instances, overloads will be paid to the affected employee from the first day of overload, except as
2767 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

2768 In the event a classroom employee on sick leave receives overload, overload compensation will be paid
2769 to him or her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will
2770 begin to receive the compensation.

2771 **Overload Compensation for Special Services**

2772 When an overload occurs in a Special Services class, the District will attempt to alleviate the overload in
2773 accordance with option 1 and/or 2 below. In the event the District does not alleviate the overload
2774 through option 1 and/or 2, the affected employee will then elect to take option 3 or to receive
2775 compensation.

- 2776 1) Employees may be employed in addition to those provided for by the Basic Education Act.
2777 2) Students may be transferred.
2778 3) A paraeducator may be assigned at the option of the employee. However, when paraeducator time
2779 is used, the time will consist of at least one-half day per classroom at the elementary level, or 50
2780 minutes per period of overload at the secondary level. Paraeducator time will be generated outside
2781 existing programs.

2782 A Special Services employee who elects to receive compensation in lieu of paraeducator time will be
2783 paid as follows:

2784 ***Elementary (K-5)***

2785 Resource Program employees \$3.50 / student day

2786 ***Secondary (6-12)***

2787 Resource Program employees \$3.50 / student hour or \$3.50 / student day

2788 ***District Special Services Programs***

2789	Preschool	\$8.75 / session or \$35.00 / student week caseload limit
2790	Autism	\$17.50 / student day
2791	Tier II	\$17.50 / student day
2792	Lifeskills	\$17.50 / student day
2793	Structured Learning	\$17.50 / student day
2794	Occupational/Physical Therapists	\$17.50 / student week
2795	Speech & Language Pathologists	\$17.50 / student week

2796 The District may make downward adjustments in existing overloads at any time, including overloads
2797 being remedied under option 3 and/or by receiving compensation.

2798 In all instances, overloads will be paid to the affected employee from the first day of overload, except as
2799 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

2800 In the event a classroom employee on sick leave receives overload, overload compensation will be paid
2801 to him or her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will
2802 begin to receive the compensation.

2803 **Section 6: Employee Participation**

2804 **Board Policy and Curriculum Development**

2805 Before adoption of any Board policy, the Association will be given an opportunity to determine if items
2806 being considered are within the scope of bargaining, - i.e., related to wages, hours, and terms and
2807 conditions of work. On matters not relating to wages, hours, and terms and conditions of work, the
2808 District will continue its cooperative efforts to solicit the participation of employees in the development
2809 and improvement of instructional programs.

2810 Building Budget Committee

2811 The building principal will involve employees in establishing priorities and budget allocations for the
2812 purpose of purchasing curriculum and instruction materials, developing curriculum, and implementing
2813 programs.

2814 The monthly financial statement of each school will be made available to the instructional staff. The
2815 primary responsibility for the building budget will be the principal's, subject to the provisions contained
2816 herein.

2817 Student Behavior Committee

2818 Each building site will have a student behavior committee that meets as needed and publishes a report
2819 about their meeting.

2820 In addition, teachers will be made aware of students who are potentially dangerous before the student is
2821 placed in the teacher's classroom.

2822 The principal and staff select representatives on the student behavior committee. A democratic process
2823 will be used to select Bargaining Unit representatives to the student behavior committee. This committee
2824 will be paid.

2825 The student behavior standards, procedures, and other recommendations will be developed by the
2826 student behavior committee and will be submitted to the employees for approval. Elected members of
2827 the committee will receive necessary training. This committee will be the only behavior committee for
2828 the building.

2829 Student Assistance

2830 For the 2021-22 school year only, the District has determined that it will contract with an outside mental
2831 health provider to provide support to high school students throughout the District. Support will be
2832 provided to middle schools on a case-by-case basis.

2833 Section 7: Student Discipline

2834 Students are expected to behave appropriately at school. Building and District administrators will
2835 provide support in dealing with continually disruptive students and take measures to minimize
2836 disruption of the learning environment. Any employee may exclude from a classroom or activity any
2837 student who is creating a disruption that violates the school's or employee's discipline policies.

2838 A student can be excluded for the balance of a class period, an activity, or a school day. As per **RCW**
2839 **28A.600.020** and **WAC 392-400-330**, the student cannot be excluded for more than the balance of the
2840 school day or up to two (2) school days unless the behavior warrants further disciplinary action, in
2841 which case the student may be excluded for up to two (2) days. Except in an emergency, an employee
2842 must attempt one (1) or more alternative forms of corrective action prior to excluding a student.

2843 Building Administration will provide a designated alternative educational environment outside of the
2844 regular classroom for the teacher to send continually disruptive students.

2845 In no event will any excluded student return to the regular classroom until a written plan and/or written
2846 notification has been given to the teacher. Only with the consent of the employee may an excluded

2847 student return to the class during the balance of that class or activity period, or up to the following two
 2848 (2) school days, or until the principal or designee and the employee have conferred. Any restorative
 2849 conferences between the excluded student, affected teacher(s), administrator(s), and/or
 2850 parent(s)/guardian(s) will not be during instructional time, prep time (with employee consent), or lunch
 2851 time.

2852 Parents of any student so removed from class will be notified as soon as possible by the
 2853 employee/principal, giving details on the removal and the incidents which caused the removal.

2854 The principal or the employee can request a conference to discuss a student's behavior with the student's
 2855 parent or guardian.

2856 Prior to a student's return to a classroom, the employee who excluded the student from the classroom
 2857 will be informed of the disciplinary action taken against the student. Employees have the right to
 2858 recommend stronger disciplinary action.

2859 The District will provide diagnostic or therapeutic personnel and other support services, including
 2860 separate adjustment classrooms, for the continually disruptive student. Readmission of a student to a
 2861 regular classroom may take place upon demonstrated acceptable behavioral changes.

2862 The District will require each principal, with staff input, to create a behavior alert communication
 2863 process.

2864 Student Behavior Committees will create a plan addressing the safety of the student, staff, and other
 2865 students. The District will give each building the flexibility to create student dress codes, based on
 2866 needs.

2867 The Board and the Superintendent will support and uphold its employees in their efforts to maintain
 2868 discipline, in accordance with District discipline rules, which will be distributed to each employee at the
 2869 beginning of the school year. The Board supports the authority of employees to use prudent disciplinary
 2870 measures for the safety and well-being of pupils and employees. To maintain order and discipline, an
 2871 employee may employ the reasonable use of physical restraint, as long as he or she does not violate
 2872 Board policies, state laws, or federal laws.

2873 The District will conduct instructional meetings for employees concerning all applicable federal, state,
 2874 and local laws; District rules, regulations, and procedures pertaining to student rights; employee rights;
 2875 due process; and the processing of student discipline. These meetings will be held during the workday at
 2876 no cost to the employee.

2877 **Section 8: Site-based Decision Making**

2878 The District values the participation of employees in the site-based decision-making process. The
 2879 purpose of site-based decision making is to improve student learning. The District and Association share
 2880 the commitment to create a positive culture within the District to support the participation of employees
 2881 in shared decision making. The District and Association will model collaboration by seeking mutually-
 2882 beneficial solutions to problems, disagreements, and negotiations.

2883 To facilitate this culture, the District and Association agree to the following:

- 2884 1) The Board, the administration, and the Association must sign the terms and conditions established
 2885 in the anchor agreements.
- 2886 2) All schools should try to establish chartered (with bylaws and/or covenants) site councils
 2887 approved by 70% or more of the employees who vote on the proposed charter.
- 2888 3) A democratic process will be used to select the employees of the site council.
- 2889 4) The District and Association will agree to the terms and conditions of any variance procedure.
- 2890 5) The parameters of shared decision making by site councils will be limited to those areas that

directly affect instruction, like curriculum, instruction design, and materials selection; staff development; building budget; selection of new staff; etc.

- 6) The District and Association will participate in and support the District Site Council Committee.
- 7) Funding for chartered and District-approved site councils at each building will be as follows: elementary schools - \$3,000; middle schools – \$5,000; high schools - \$7,000; Special Services - \$3,000; Tri-Tech Skills Center – \$1,500; Juvenile Justice Center - \$1,000; Phoenix - \$1,000; and Keewaydin Discovery Center - \$1,000. This funding must be used to support the wage and benefit costs of members of the Bargaining Unit covered under this CBA for their work on the building site council, to be used at the discretion of the Bargaining Unit members on the site council.

Variance Procedure for Improved Student Learning

Definition: a variance is a temporary exception to current policy, procedure, or contractual agreement requested by a site. Variances do not set precedent nor establish past practice.

Preface: a school with a site charter that has been formally accepted by the District Site Council Committee and has been in operation for at least one (1) year may apply for a variance. The site should formally identify opportunities to improve student learning that may require a variance to current Board policy, provisions of a contractual agreement, or state rules and regulations. The site will have the ability to request variance to these policies, agreements, rules, or regulations under the conditions listed below.

Due to National Labor Relations Board (NLRB) and Public Employees Relations Commission (PERC) concerns regarding "company unions," no administrator will be chair of any site council seeking a variance. Site councils are not employee representative bodies.

In order for a site to apply for a variance it will need to have in place a governance structure identifying how the site will make decisions and what decisions will be made under the charter. The charter should include a covenant (an agreed-upon set of principles of learning), and a process to determine the effect of a proposed variance.

Employees at a site will vote on a contract variance by secret ballot. A 70% majority of votes cast is required before the variance can be submitted. Site charters may require a higher percentage.

A site will present a written copy of all requested variances, including those that receive 100% approval, to the Association President, the Superintendent, or designee, and the District Site Council Advisory Committee **no later than the Monday before the May KEA Representative Assembly**, preceding the year of implementation. Exceptions may be agreed upon by the Association and the District. Conference variances for both fall and spring conference dates are due to the Association and the Human Resources Department **by September 30 of the year that they are to be effective**. The full-day conferences (12:30-8:00 p.m.) are not eligible for a variance. It should indicate which policies, contractual provisions, or state rules and regulations will be affected, how they will be affected, and why the current language is an impediment.

Employees opposed to the proposed change may appeal to the Association President expressing their concerns. Employees who do not wish to work under conditions of a modified contract will be given highest priority for transfer to another building.

The Association's Executive Board, Representative Assembly, or general membership will vote on all variances affecting the contract between the Association and District. Variances affecting other contracts, policies, or state rules and regulations will be submitted to the appropriate body.

The District Site Council Advisory Committee will consider the variance within one (1) month of receiving the request. Representatives from the site may be asked to meet with the committee. The role of the committee is to discuss how the variance will impact: 1) student learning, 2) other individuals and/or organizations in the District, 3) School Board policies, 4) contractual agreements, and/or 5) state

2936 laws and other regulations. The committee may make recommendations to the site or the affected
2937 organization(s).

2938 The Association will notify the Board of the approved variance. The Board will then vote on the
2939 variance following its own procedures.

2940 The duration of a variance is **one (1) school year**, and does not set precedent or establish past practice.
2941 The variance will expire **at the end of the school year for which it was approved**.

2942 **Renewing a Variance**

2943 To renew a variance, a site needs to submit data showing how the variance has improved or will
2944 improve student learning. It is necessary to repeat the procedure outlined above. If a site approves a
2945 renewal, the duration will be one (1) school year.

2946 **Parameters for Variances**

2947 The District Site Council Committee has identified some areas of Board policy, administrative
2948 procedures, and the collective bargaining agreements that do not lend themselves to variances at this
2949 time. These include District expectations of student performance (as reflected in the District-approved
2950 curriculum); state and District student assessments and program evaluation measures; and established
2951 policies and procedures for the hiring, assignment, and transfer of current staff. Other areas include the
2952 Board's mission statement and strategic plan, expenditure allocations as established by the Board, and
2953 employee compensation.

2954 The general business structure of the Association (i.e. definition of membership, Association rights, dues
2955 structure, and grievance process) is not subject to variances. Other areas that would not be subject to
2956 variances include employee discipline, personnel files, staff protection, and other legal obligations and
2957 commitments.

Appendix

Definitions

Abbreviations

Comprehensive Classroom Teacher Evaluation Form (4 Pages)

Focused Teacher Evaluation Form

Certificated Staff Evaluation Form A

Certificated Support Personnel Form A-1

Librarian Evaluation Form A-2

Counselor Evaluation Form A-3

VEBA (Monthly Deduction) Form

Salary Schedules

Calendar

Index

Definitions

“District/Board” shall mean the Kennewick School District and the designated agents thereof.

“Association/Bargaining Unit” shall mean the Kennewick Education Association, which is affiliated with the Washington Education Association and with the National Education Association.

“Parties” shall mean the District and the Association as co-signers of the agreement.

“Agreement” shall mean the Collective Bargaining Agreement signed by the parties.

“Contract” shall mean the individual employment contract or other supplemental contracts issued to each employee.

“RCW/WAC” shall refer to the applicable laws, rules, and regulations of the State of Washington.

“Policy/Board Policy” shall mean the current policies adopted by the Kennewick School District Board of Directors.

“Day” shall mean work day, except during summer when it shall mean District business days.

“Employee,” “Certificated Employee,” “Staff,” or “Member” shall mean all certificated personnel included in the Bargaining Unit.

“Provisional Employee” shall mean:

- An employee during the first three (3) years of employment by the District or the first two (2) years where the Superintendent may make a determination to remove an employee from “Provisional” status after the second year, in accordance with the RCW/WAC guidelines.
- An employee who has previously completed at least two (2) years of certificated employment in another school District in the state, during the first year of employment by the District.

“Leave Replacement Employee” shall mean employees issued a non-continuing contract for the purpose of filling the position of regular employee out on an extended leave.

“Retire/Rehire” shall mean a certificated employee who retires and is separated from service and rehired in accordance with applicable RCW/WAC guidelines.

“Seniority,” unless otherwise defined, shall mean the employee’s total number of years teaching in Washington State. The date the employee signed the initial Kennewick employment contract will be used to break ties.

“Same Position,” unless otherwise defined, shall mean the a position at the building, and grade level or subject area previously held by the employee subject to the normal adjustments necessitated by shifts in enrollment or course offerings.

“Time Pay” shall mean the pay teachers may earn by attending and participating in District-led professional development activities that are outlined in the section on salaries under the TRI Days heading. These days are identified in the calendar each year.

Abbreviations

ADA – Americans with Disabilities Act

ASHA – American Speech-Language-Hearing Association

CET – Community Employment and Transition

CBA – Collective Bargaining Agreement

CPE – Consulting Peer Educator

CTE – Career and Technical Education

ELA – English Language Arts

ELL – English Language Learner

ESL – English as a Second Language

FTE – Full-Time Equivalent

IEP – Individualized Education Plan

KEA – Kennewick Education Association

KSD – Kennewick School District

MOU – Memorandum Of Understanding

NEA-PAC – National Education Association Political Action Committee

OSPI – Washington Office of Superintendent of Public Instruction

PAR – Peer Assistance and Resources

PECS – Picture Exchange Communication System

PLC – Personal Learning Community

RCW – Revised Code of Washington

SPED – Special Education

TOSA – Teacher On Special Assignment

TPEP - Teacher/Principal Evaluation Program

WAC – Washington Administrative Code

WEA-PAC – Washington Education Association Political Action Committee



Classroom Teacher Evaluation

Comprehensive Evaluation

Employee: 0

Building/Program:

Evaluator:

School Year:

Dates of observations:

date here

date here

date here

date here

Final Conference

Criterion		Score
1	Expectations Centering Instruction on high expectations for student achievement	0
2	Instruction: Demonstrating effective teaching practices	0
3	Differentiation: Recognizing individual student learning needs and developing strategies to address those needs.	0
4	Content Knowledge: Providing clear and intentional focus on subject matter content and curriculum.	0
5	Learning Environment: Fostering and managing a safe, positive learning environment.	0
6	Assessment: Using multiple student data elements to modify instruction and improve student learning.	0
7	Families and Community: Communicating and collaborating with parents and school community	0
8	Professional Practice: Exhibiting collaborative collegial practices focused on improving instructional practice and student learning.	0
Total		0

Student Growth		Score
3.1	Recognizing individual student learning needs and developing strategies to address those needs. Establish Student Growth Goal(s)	0
3.2	Recognizing individual student learning needs and developing strategies to address those needs. Achievement of Student Growth Goal(s)	0
6.1	Using multiple student data elements to modify instruction and improve student learning and criteria. Establish Student Growth Goal(s)	0
6.2	Using multiple student data elements to modify instruction and improve student learning and criteria. Achievement of Student Growth Goal(s)	0
8.1	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. Establish Student Growth Goals, Implement, and Monitor Growth	0
Total		0

Criterion Score 29-32	Proficient	Distinguished
Criterion Score 22-28	Proficient	Proficient
Criterion Score 15-21	Basic	Basic
Criterion Score 8-14	Unsatisfactory Plan of Improvement	
Comprehensive Chart	Student Growth 5-12	Student Growth 13-17
	Student Growth 18-20	

Criterion Score

0

Student Growth

0

Summative Rating

Evaluator comments:

The employee and administrator have conferred on the type of evaluation to be used next year and agreed on:

Comprehensive

Focused

Plan of Improvement

The employee's signature below indicates his or her receipt of this evaluation report only and does not imply agreement.

Teacher:

Administrator:

Date:

Fill in shaded areas only



Name:

Year:

CRITERIA AND COMPONENTS		Unsat	Basic	Prof	Dist
1	Centering instruction on high expectations for student achievement.	1	2	3	4
1.1	Establishing a culture for learning (2b)				
1.2	Communicating with students (3a)				
1.3	Engaging students in learning (3c)				
	Rationale/Evidence:				
2	Demonstrating effective teaching practices	1	2	3	4
2.1	Using questioning and discussion techniques (3b)				
2.2	Reflecting on teaching (4a)				
	Rationale/Evidence:				
3	Recognizing individual student learning needs and developing strategies to address those needs.	1	2	3	4
3.1	Demonstrating knowledge of students (1b)				
3.2	Demonstrating flexibility and responsiveness (3e)				
SG 3.1	Establish Student Growth Goal(s)				
SG 3.2	Achievement of Student Growth Goal(s)				
	Rationale/Evidence:				



Name:

Year:

	CRITERIA AND COMPONENTS	Unsat	Basic	Prof	Dist
4	Providing clear and intentional focus on subject matter content and curriculum.	1	2	3	4
4.1	Demonstrating knowledge of content and pedagogy (1a)				
4.2	Setting instructional outcomes (1c)				
4.3	Demonstrating knowledge of resources (1d)				
4.4	Designing coherent instruction (1e)				
	Rationale/Evidence:				
5	Fostering and managing a safe, positive learning environment.	1	2	3	4
5.1	Creating an environment of respect and rapport (2a)				
5.2	Manages classroom procedures (2c)				
5.3	Manages student behavior (2d)				
5.4	Organizes physical space (2e)				
	Rationale/Evidence:				
6	Using multiple student data elements to modify instruction and improve student learning.	1	2	3	4
6.1	Designing student assessments (1f)				
6.2	Using assessment in instruction (3d)				
6.3	Maintaining accurate records (4b)				
SG 6.1	Establish Student Growth Goal(s)				
SG 6.2	Achievement of Student Growth Goal(s)				
	Rationale/Evidence:				



Name: _____

Year: _____

CRITERIA AND COMPONENTS		Unsat	Basic	Prof	Dist
7	Communicating and collaborating with parents and the school community.	1	2	3	4
7.1	Communicating with families (4c)				
	Rationale/Evidence:				
8	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	1	2	3	4
8.1	Participating in a professional community (4d)				
8.2	Growing and developing professionally (4e)				
8.3	Showing professionalism (4f)				
SG 8.1	Establish student growth goals, implement, and monitor growth				
	Rationale/Evidence:				

Name: _____

School: _____

Date: _____



Focused Teacher Evaluation Form

Teacher name: [Click here to enter text.](#)

Dates of observations: [Click here to enter text.](#)

Washington State Criteria and Danielson Components: [Choose an item.](#)

Student Growth Goal: [Choose an item.](#)

Last Comprehensive Summative Performance Level: [Choose an item.](#)

Summary of growth on focused area: *(include student growth information)*

[Click here to enter text.](#)

Signature/ name of administrator: _____ [Click here to enter text.](#)

Signature of teacher: _____ [Click here to enter a date.](#)

Kennewick School District Certificated Staff Evaluation

Evaluatee Name: _____ Evaluator Name: _____
 Position: _____ Title: _____
 Building: _____ Observation Dates/Times: _____

Evaluation Criteria

I. Instructional Skill – The Certificated classroom teacher demonstrates, in his/her performance, a competence level of knowledge and skill in designing and conducting an instructional experience.

	Satisfactory	Unsatisfactory	Not Observed
1. Plans instruction to achieve teacher selected objective	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Delivers instruction toward teacher specified learner objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Monitors students progress and makes appropriate adjustments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

II. Classroom Management – The Certificated classroom teacher demonstrates, in his/her performance, a competence level of knowledge and skill in organizing the physical/human elements in the educational setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Organizes for routine detail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Creates a positive classroom climate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains accurate records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

III. Handling of Student Discipline and Attendant Problems – The Certificated classroom teacher demonstrates the ability to manage the non-instruction human dynamics in the educational setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Establishes and maintains order and discipline in the classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Encourages students to develop courtesy, self-control, respect and responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

IV. Interest in Teaching Pupils – The Certificated classroom teacher demonstrates an understanding of and commitment to each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for, or enjoyment in, working with pupils.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates an interest in teaching and working with pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

V. Professional Preparation and Scholarship – The Certificated classroom teacher exhibits, in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects and implements instructional methods appropriate to the pupils taught and learning outcomes desired	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Uses principles of learning as a basis for the design of learning experiences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

VI. Knowledge of Subject Matter

	Satisfactory	Unsatisfactory	Not Observed
1. Possesses academic background appropriate to the assigned grade level or subject	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates an interest in the subject	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

VII. Efforts Toward Improvement When Needed

	Satisfactory	Unsatisfactory	Not Observed
1. Sets goals for improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Date: _____ Teacher: _____

Date: _____ Administrator: _____

Evaluatee
Name: _____
Position: _____
Building: _____

Evaluator
Name: _____
Title: _____
Observation Dates/Times: _____

CERTIFICATED SUPPORT PERSONNEL: Psychologist, Speech & Language Pathologist, Occupational Therapist, Physical Therapist, Vision Specialist, Social Worker Evaluation Criteria

I. Knowledge, Preparation, and Scholarship in Special Field: The specialist demonstrates a depth of knowledge of theory and content in the special field, demonstrates an understanding of and knowledge about common school education at grade levels served, and demonstrates the ability to integrate an area of specialty into the total school setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates understanding of the basic principles of human growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates awareness of the law as it relates to areas of specialization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Relates and applies knowledge, research findings, and theory deriving from the development of a program of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

II. Specialized Instructional Skills: The specialist demonstrates competency (skill & knowledge) in designing and conducting specialized programs of prevention, instruction, remediation or evaluation.

	Satisfactory	Unsatisfactory	Not Observed
1. Designs and conducts a program providing specific and unique services within the individual's specific discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates ability to administer assessment procedures or supervise those who will administer assessment procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates ability to assist teachers & administrators in integrating specialized information into the curricular program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Understands his/her specialized role, functions within its confines, and makes referrals where appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrates ability to communicate through clear, prompt, & accurate reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

III. Classroom Management/Management of Special & Technical Environment: The specialist demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates the use & an understanding of the limitations and restrictions of devices, materials & procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Organizes, circulates, maintains & evaluates appropriate materials & information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Effectively manages student behavior & activities within the the specialized environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

IV. The Specialist as a Professional: The specialist demonstrates awareness of his/her limitations and strengths and attempts to improve & enhance competence.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates awareness of responsibilities to students, parents, & other educational personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates an interest in students & a positive attitude in working with students, staff, administration & parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

V. Involvement in Assisting Pupils, & Educational Personnel: The specialist demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized services.

	Satisfactory	Unsatisfactory	Not Observed
1. Consults with other staff, school personnel & parents, concerning the development, coordination, and/or extension of services to those with special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

VI. Efforts Toward Improvement When Needed

	Satisfactory	Unsatisfactory	Not Observed
1. Sets goals for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Evaluatee

Name: _____

Position: _____

Building: _____

Evaluator

Name: _____

Title: _____

Observation Dates/Times: _____

Kennewick School District

Form: A-2

LIBRARIAN EVALUATION CRITERIA

I. Knowledge, Preparation, and Scholarship in Special Field: The librarian demonstrates a depth and breadth of knowledge of theory and content in the special field; demonstrates an understanding of and knowledge about common school education at grade levels served and demonstrates the ability to integrate an area of specialty into the total school setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates understanding of the basic principles of human growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates awareness of the law as it relates to areas of specialization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Relates and applies knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

II. Specialized Instructional Skills: The librarian demonstrates competency (skill & knowledge) in designing and conducting specialized programs.

	Satisfactory	Unsatisfactory	Not Observed
1. Utilizes reference tools to respond to questions from students and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishes systematic arrangement of materials providing easy access to the media collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Facilitates use of audio-visual equipment and technology.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Effectively instructs students in use of resources within the library media center.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Effectively manages student behavior and activities within the library media center.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

III. Management of Library Media Center: The librarian demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects print and non-print material appropriate to the needs of students and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Organizes, circulates, maintains, and evaluates the library media collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Instructs and supervises the library staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Prepares and maintains a budget and delivers prompt and accurate reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

IV. The Librarian as a Professional: The librarian demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Participates in professional activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates an interest in students and a positive attitude, in working with students, staff, administrators, and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates an awareness of professional strengths, needs, and limitations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates adaptability and accepts new ideas and methods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

V. Involvement in Assisting Pupils, Parents and Educational Personnel: The librarian demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized services.

	Satisfactory	Unsatisfactory	Not Observed
1. Established learning objectives consistent with the learning needs of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provides appropriate learning experiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Interprets library media program to staff and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cooperates with staff in materials selection and curriculum development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Understands curriculum content of grade levels served.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Communicates availability of resources to staff and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

VI. Efforts Toward Improvement When Needed

	Satisfactory	Unsatisfactory	Not Observed
1. Sets goals for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Evaluatee

Name: _____

Position: _____

Building: _____

Evaluator

Name: _____

Title: _____

Observation Dates/Times: _____

Kennewick School District

Form: A-3

COUNSELOR EVALUATION CRITERIA

I. Knowledge, Preparation, and Scholarship in Special Field: The counselor demonstrates a depth and breadth of knowledge of theory and content in the special field; demonstrates an understanding of and knowledge about common school education at grade levels served and demonstrates the ability to integrate an area of specialty into the total school setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates understanding of the basic principles of human growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates awareness of the law as it relates to areas of specialization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Relates and applies knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

II. Specialized Instructional Skills: The counselor demonstrates competency (skill & knowledge) in designing and conducting specialized programs of prevention, instruction, remediation or evaluation, where applicable.

	Satisfactory	Unsatisfactory	Not Observed
1. Designs and conducts a program providing specific and unique instruction and services appropriate to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates ability to administer assessment procedures or organize and prepare those who will administer assessment procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates ability to assist teachers and administrators in interpreting and integrating specialized information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Understands his/her specialized role, functions within its confines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrates ability to communicate through clear, prompt and accurate reports..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Demonstrates awareness of professional and community resources and makes appropriate referrals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

III. Classroom Management/Management of Special and Technical Environment: The counselor demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates the use and an understanding of the limitations and restrictions of tests, devices, materials, and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Organizes, circulates materials, and evaluates appropriate material and information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Prepares budget and orders materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Effectively manages student behavior and activities within the specialized environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

IV. The Counselor as a Professional: The counselor demonstrates awareness of his/her limitations and strengths and attempts to improve & enhance competence.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates awareness of responsibilities to students, parents, and other educational personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates an interest in students and in working with students, staff, administrators, and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Accepts and incorporates criticism and praise to develop professionally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates adaptability and accepts new ideas and methods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

V. Involvement in Assisting Pupils, Parents and Educational Personnel: The counselor demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized services.

	Satisfactory	Unsatisfactory	Not Observed
1. Consult with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those with special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communication.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

VI. Efforts Toward Improvement When Needed

	Satisfactory	Unsatisfactory	Not Observed
1. Sets goals for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: _____ Date: _____

Evaluator: _____ Date: _____

bj/ej 9/01

VEBA Plan Memorandum of Understanding



Between
Kennewick School District and Kennewick Education Association

The Kennewick School ("District") has adopted the VEBA Health Reimbursement Plan ("Plan"). The District agrees to contribute to the Plan on behalf of all employees in the collective bargaining group ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

The following selected contribution(s) shall be made during the term of this agreement:

MONTHLY CONTRIBUTIONS

[] **Mandatory Employee Contributions:** The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to <Amount> which shall be calculated and contributed on a monthly basis and the employees salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

[] **Unused State Allocated Employee Benefit Dollars:** Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

LEAVE CASH-OUT CONTRIBUTIONS

[] **Vacation Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.

[] **Personal Leave Contributions:** Eligibility for contributions is limited to employees who have accumulated <##> days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

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

[X] **Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement shall be eligible.

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

[] **Other Contributions** (Please specify the employee eligibility and current formula for determining the contribution): _____

The term of this agreement shall be from January 1, 2021 to December 31, 2021⁽²⁾.

Signed for the Kennewick Education Association

Signed for the Kennewick School District

11/5/21
Date

11/5/21
Date

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.

⁽²⁾ The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).

KEA 21-22 Base Salary			2.0%	Max Base \$96,942			
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$52,404	\$53,819	\$55,287	\$56,754	\$62,826	\$67,543	\$70,582
1	\$53,111	\$54,548	\$56,030	\$57,566	\$63,525	\$68,292	\$71,310
2	\$53,782	\$55,229	\$56,732	\$58,383	\$64,230	\$68,980	\$72,034
3	\$54,474	\$55,935	\$57,456	\$59,158	\$64,896	\$69,633	\$72,763
4	\$55,154	\$56,680	\$58,204	\$59,970	\$65,594	\$70,362	\$73,518
5	\$55,856	\$57,388	\$58,928	\$60,794	\$66,306	\$71,059	\$74,272
6	\$56,575	\$58,073	\$59,672	\$61,627	\$67,035	\$71,725	\$74,989
7	\$57,843	\$59,367	\$60,982	\$63,041	\$68,397	\$73,192	\$76,515
8	\$59,699	\$61,301	\$62,958	\$65,190	\$70,540	\$75,409	\$78,862
9	\$59,699	\$63,309	\$65,048	\$67,360	\$72,711	\$77,687	\$81,247
10	\$59,699	\$63,309	\$67,161	\$69,639	\$74,989	\$80,035	\$83,709
11	\$59,699	\$63,309	\$67,161	\$71,987	\$77,336	\$82,494	\$86,241
12	\$59,699	\$63,309	\$67,161	\$74,261	\$79,779	\$85,020	\$88,882
13	\$59,699	\$63,309	\$67,161	\$74,261	\$82,305	\$87,604	\$91,581
14	\$59,699	\$63,309	\$67,161	\$74,261	\$84,904	\$90,371	\$94,379
15	\$59,699	\$63,309	\$67,161	\$74,261	\$87,111	\$92,718	\$96,837
16	\$59,699	\$63,309	\$67,161	\$74,990	\$91,398	\$96,942	\$96,942
17	\$59,699	\$63,309	\$67,161	\$74,990	\$91,398	\$96,942	\$96,942
18+	\$59,699	\$63,309	\$67,161	\$76,408	\$93,162	\$96,942	\$96,942

KEA 21-22 Time Days			7.0 Days				
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$2,038	\$2,093	\$2,150	\$2,207	\$2,443	\$2,627	\$2,745
1	\$2,065	\$2,121	\$2,179	\$2,239	\$2,470	\$2,656	\$2,773
2	\$2,091	\$2,148	\$2,206	\$2,271	\$2,498	\$2,683	\$2,801
3	\$2,119	\$2,176	\$2,235	\$2,301	\$2,523	\$2,708	\$2,829
4	\$2,145	\$2,204	\$2,263	\$2,332	\$2,551	\$2,737	\$2,859
5	\$2,173	\$2,232	\$2,292	\$2,364	\$2,579	\$2,763	\$2,889
6	\$2,200	\$2,258	\$2,321	\$2,397	\$2,607	\$2,790	\$2,916
7	\$2,249	\$2,308	\$2,372	\$2,452	\$2,660	\$2,847	\$2,975
8	\$2,322	\$2,384	\$2,448	\$2,535	\$2,743	\$2,933	\$3,067
9	\$2,322	\$2,462	\$2,530	\$2,619	\$2,827	\$3,021	\$3,160
10	\$2,322	\$2,462	\$2,612	\$2,708	\$2,916	\$3,113	\$3,256
11	\$2,322	\$2,462	\$2,612	\$2,800	\$3,008	\$3,208	\$3,354
12	\$2,322	\$2,462	\$2,612	\$2,888	\$3,103	\$3,307	\$3,456
13	\$2,322	\$2,462	\$2,612	\$2,888	\$3,201	\$3,407	\$3,562
14	\$2,322	\$2,462	\$2,612	\$2,888	\$3,302	\$3,515	\$3,670
15	\$2,322	\$2,462	\$2,612	\$2,888	\$3,387	\$3,606	\$3,766
16	\$2,322	\$2,462	\$2,612	\$2,916	\$3,555	\$3,770	\$3,770
17	\$2,322	\$2,462	\$2,612	\$2,916	\$3,555	\$3,770	\$3,770
18+	\$2,322	\$2,462	\$2,612	\$2,971	\$3,623	\$3,770	\$3,770

KEA 2021-22 Total Regular Compensation							
				Base + Time Days			
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$54,441	\$55,912	\$57,437	\$58,961	\$65,269	\$70,170	\$73,327
1	\$55,177	\$56,669	\$58,209	\$59,804	\$65,995	\$70,948	\$74,083
2	\$55,873	\$57,377	\$58,939	\$60,653	\$66,728	\$71,662	\$74,835
3	\$56,593	\$58,110	\$59,690	\$61,459	\$67,420	\$72,341	\$75,592
4	\$57,300	\$58,885	\$60,468	\$62,302	\$68,145	\$73,098	\$76,377
5	\$58,029	\$59,620	\$61,220	\$63,158	\$68,885	\$73,823	\$77,161
6	\$58,775	\$60,331	\$61,993	\$64,024	\$69,643	\$74,515	\$77,906
7	\$60,092	\$61,675	\$63,353	\$65,493	\$71,057	\$76,039	\$79,491
8	\$62,020	\$63,685	\$65,406	\$67,725	\$73,283	\$78,341	\$81,929
9	\$62,020	\$65,772	\$67,578	\$69,979	\$75,538	\$80,709	\$84,407
10	\$62,020	\$65,772	\$69,773	\$72,348	\$77,906	\$83,148	\$86,965
11	\$62,020	\$65,772	\$69,773	\$74,786	\$80,344	\$85,701	\$89,595
12	\$62,020	\$65,772	\$69,773	\$77,149	\$82,882	\$88,327	\$92,338
13	\$62,020	\$65,772	\$69,773	\$77,149	\$85,506	\$91,011	\$95,143
14	\$62,020	\$65,772	\$69,773	\$77,149	\$88,206	\$93,886	\$98,049
15	\$62,020	\$65,772	\$69,773	\$77,149	\$90,498	\$96,324	\$100,603
16	\$62,020	\$65,772	\$69,773	\$77,907	\$94,953	\$101,063	\$105,550
17	\$62,020	\$65,772	\$69,773	\$77,907	\$94,953	\$101,063	\$105,550
18+	\$62,020	\$65,772	\$69,773	\$79,379	\$96,785	\$103,013	\$107,589

BA +135/MA +45, 16/17 Years	\$351
BA+135/MA+45 18+ Years	\$2,301
MA+90/DOC 16/17 Years	\$4,838
MA+90/DOC 18 Years	\$6,877

KEA 2021-22				1.5% Stipend (2021-22 ychool year)			
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$771	\$791	\$813	\$835	\$924	\$993	\$1,038
1	\$781	\$802	\$824	\$847	\$934	\$1,004	\$1,049
2	\$791	\$812	\$834	\$859	\$945	\$1,014	\$1,059
3	\$801	\$823	\$845	\$870	\$954	\$1,024	\$1,070
4	\$811	\$834	\$856	\$882	\$965	\$1,035	\$1,081
5	\$821	\$844	\$867	\$894	\$975	\$1,045	\$1,092
6	\$832	\$854	\$878	\$906	\$986	\$1,055	\$1,103
7	\$851	\$873	\$897	\$927	\$1,006	\$1,076	\$1,125
8	\$878	\$901	\$926	\$959	\$1,037	\$1,109	\$1,160
9	\$878	\$931	\$957	\$991	\$1,069	\$1,142	\$1,195
10	\$878	\$931	\$988	\$1,024	\$1,103	\$1,177	\$1,231
11	\$878	\$931	\$988	\$1,059	\$1,137	\$1,213	\$1,268
12	\$878	\$931	\$988	\$1,092	\$1,173	\$1,250	\$1,307
13	\$878	\$931	\$988	\$1,092	\$1,210	\$1,288	\$1,347
14	\$878	\$931	\$988	\$1,092	\$1,249	\$1,329	\$1,388
15	\$878	\$931	\$988	\$1,092	\$1,281	\$1,364	\$1,424
16	\$878	\$931	\$988	\$1,103	\$1,344	\$1,425	\$1,425
17	\$878	\$931	\$988	\$1,103	\$1,344	\$1,425	\$1,425
18+	\$878	\$931	\$988	\$1,124	\$1,370	\$1,425	\$1,425

KEA Combined Total Compensation for 2021-22					2% IPD	+ 1.5% Stipend	
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$55,212	\$56,704	\$58,250	\$59,796	\$66,193	\$71,163	\$74,365
1	\$55,958	\$57,471	\$59,033	\$60,651	\$66,929	\$71,952	\$75,132
2	\$56,663	\$58,189	\$59,773	\$61,512	\$67,673	\$72,677	\$75,895
3	\$57,394	\$58,933	\$60,535	\$62,329	\$68,374	\$73,365	\$76,662
4	\$58,111	\$59,718	\$61,324	\$63,184	\$69,110	\$74,133	\$77,458
5	\$58,850	\$60,464	\$62,087	\$64,052	\$69,860	\$74,867	\$78,253
6	\$59,607	\$61,185	\$62,870	\$64,931	\$70,628	\$75,570	\$79,008
7	\$60,943	\$62,548	\$64,250	\$66,420	\$72,063	\$77,115	\$80,616
8	\$62,898	\$64,586	\$66,332	\$68,684	\$74,320	\$79,450	\$83,089
9	\$62,898	\$66,703	\$68,535	\$70,970	\$76,607	\$81,851	\$85,602
10	\$62,898	\$66,703	\$70,761	\$73,372	\$79,008	\$84,325	\$88,196
11	\$62,898	\$66,703	\$70,761	\$75,845	\$81,482	\$86,915	\$90,863
12	\$62,898	\$66,703	\$70,761	\$78,241	\$84,055	\$89,577	\$93,645
13	\$62,898	\$66,703	\$70,761	\$78,241	\$86,716	\$92,299	\$96,489
14	\$62,898	\$66,703	\$70,761	\$78,241	\$89,454	\$95,215	\$99,436
15	\$62,898	\$66,703	\$70,761	\$78,241	\$91,780	\$97,687	\$102,027
16	\$62,898	\$66,703	\$70,761	\$79,009	\$96,297	\$102,489	\$106,976
17	\$62,898	\$66,703	\$70,761	\$79,009	\$96,297	\$102,489	\$106,976
18+	\$62,898	\$66,703	\$70,761	\$80,503	\$98,155	\$104,439	\$109,015

Kennewick School District Calendar | 2021-2022

August 2021

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

24 - Staff Professional Day
25 - Staff Professional Day
26 - Staff Professional Day (AM only)
30 - Staff Professional Day
31 - Staff Welcome Back Event & Professional Day

September 2021

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1 - First Day of School
6 - No School (K-12) - Labor Day
15 - Early Release (9-12)
24 - No School (K-12) Staff Professional Day (Focus on Instruction)

October 2021

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

6 - Early Release (9-12)
8 - Mid-Trimester (K-5)
15 - No School for Kindergarten Students
22 - No School (K-12) Staff Professional Day

November 2021

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

3 - Early Release (9-12)
5 - End of 1st Quarter (6-12)
11 - No School (K-12) Veteran's Day
12 - Early Release (K-5) Report Card Prep
19 - End of 1st Trimester, Early Release- (K-8) Conferences
22 - No School (K-8) Conferences
23 - Early Release (K-8) Conferences
24 - Early Release (K-12)
25-26 - No School (K-12) Thanksgiving

December 2021

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

8 - Early Release (9-12)
20-31 - No School (K-12) Winter Break

January 2022

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

12 - Early Release (9-12)
17 - No School (K-12) MLK Jr. Day
21 - Mid-Trimester (K-5)
26-28 - High School Finals
28 - End of 1st Semester- Early Release (6-12)

February 2022

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

9 - Early Release (9-12)
21 - No School (K-12) Presidents' Day

March 2022

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

2 - Early Release (9-12)
11 - Early Release (K-5), End of 2nd Trimester, Report Card Prep
14 - No School K-12 Snow Make-up Day
17-18 - Early Release (K-5) Conferences
30 - Early Release (9-12)

April 2022

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 - End of 3rd Quarter (6-12)
4-8 - No School (K-12) Spring Break
21 - No School (9-12) Student Conferences
22 - Early Release (9-12) Student Conferences
29 - Mid-Trimester (K-5)

May 2022

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

11 - Early Release (9-12)
27 - No School K-12 Snow Make-up Day
30 - No School (K-12) Memorial Day

June 2022

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

3 - Early Release (K-5) Report Card Prep
11 - Graduation- Class of 2022
13-15 - High School Finals
15 - Early Release (K-12)- Last Day of School

July 2022

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Early Release Wednesdays - Every Wednesday is Early Release for K-8 students except for Highlands and Park middle schools.
Snow Make-Up Days - March 14 and May 27 are scheduled snow make-up days if needed. Any other make-up days will be added to the end of the school year.

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