

Terms of Agreement

Certificated Contract

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 will be 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 Sept. 1, 2011 up to and including Aug. 31, 2013**. 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 board will sign any supplemental agreements, which will be affixed to and become a part of this agreement and subject to all its provisions.

IN WITNESS WHEREOF, the parties below sign and approve this agreement on the twelfth (12th) day of September, 2012.

Dawn Adams, President

KSD No. 17 Board of Directors

Bargaining Team

Dave Bond

Doug Christensen

Jack Anderson

Greg Fancher

Bev Johnson-Torelli

Chuck Lybeck

Ron Williamson

Vic Roberts

Teri Staudinger, President

Kennewick Education Association

Bargaining Team

Kim Berna

David Campbell

Steve Lindholm

Stephanie Steadman

Diane Sundvik

Karen Dennis

Recorder: Linda Tucker

Kennewick Education Association Ratified: August 23, 2012

Kennewick School Board Adopted: September 12, 2012

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(s) 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.

SECTION 6: MAINTENANCE OF BENEFITS

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

SECTION 7: PRINTING AND DISTRIBUTION OF AGREEMENT

Both parties must proofread a copy of the final agreement. The district will print 350 copies of the final contract for the district and the association. The district and the association will split the printing costs equally. The final contract will also be made available to all members as a downloadable file on both the district website and the association website.

SECTION 8: MANAGEMENT RIGHTS

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

SECTION 9: SUBCONTRACTING

The board will not subcontract work performed by members of the bargaining unit, as covered under 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.

The association will provide an automatic payroll authorization form to each employee. The employee will sign and deliver the authorization to the association **during the enrollment period at the beginning of the school year**. Once an employee has signed the automatic payroll authorization, dues deductions will be continuous thereafter.

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.

Continuation of dues deductions is binding **until the end of the dues period on Aug. 31** each year.

Revocation of membership from the association will be made in writing to the association on an association form **between the beginning of the school year and Sept. 30** and will become effective at that time. The association will promptly submit notice of revocation to the district payroll office.

Fair Share Representation Fee (RCW 41.59.100)

No member of the bargaining unit will be required to join the association; however, those certificated employees who are not association members, but who are members of the bargaining unit, will be required to pay a fair share representation fee to the association. The amount of the fair share representation fee will be determined by the association and will be transmitted to the business office in writing. The fair share representation fee will be an amount less than the regular dues for the membership, in that non-members will be neither required nor allowed to make a deduction for a political action group. The fair share representation fee will be regarded as fair compensation and reimbursement to the association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW 41.59.100).

In the event the fair share representation fee is regarded by an employee as a violation of his or her right to non-association, bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

The association agrees to defend and hold the district harmless against any legal action brought against the district in reference to the fair share representation fee deduction.

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 earnings and are not subject to income or social security taxes. Employees should be aware that deductions under Section 125 might adversely affect social security calculations.

SECTION 3: ASSOCIATION RIGHTS

The association agrees to pay the district \$30 monthly to have the district deliver association packets to the buildings.

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

The association will have the right to post notices of activities and matters of association concern on bulletin boards provided in each faculty lounge of each building in the district.

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

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

The association may appoint at least one grievance representative at each of the district schools and/or other facilities where employees in the bargaining unit work. This representative will assist employees in the bargaining unit on matters related to grievances. Representatives of the association who participate during working hours in grievance-related proceedings, conferences, or meetings with representatives of the district will suffer no loss in pay. The association will notify the district of the individuals to be released.

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 a maximum of two mentors drawn from the Peer Assistance and Review (PAR) program, Employee Assistance Program (TAP), and 29th-Year Mentor 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

A free interchange of ideas leading to clearer understandings at the maturity level of pupils 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).

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), or the presence of any sensory, mental, or physical disability. 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. 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 workdays due to the unavailability of the employee's requested representative.

No employee will be reprimanded, disciplined, suspended, reduced in rank or compensation, or non-renewed without just cause.

An employee will have the right to face his or her accuser(s).

All information forming the basis of any charge will be made available to the employee in writing. All complaints concerning the employee will be brought to the attention of the employee within 10 working days, except where doing so would materially affect an ongoing investigation. Except under emergency conditions, all discipline will be conducted in private.

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

SECTION 4: PERSONNEL FILES

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

The employee may have an association representative present when reviewing his or her personnel file and/or records. The district may have representatives present during this review.

There will be only one personnel file, which will be kept in the district's central office. There will be no secret or alternative files kept in the district. However, this will not preclude administrators from keeping working files for their own use. All working files will be subject to the employee's inspection, with exclusive right of response by the employee. Central office administrators will review the contract language regarding working files with building administrators **at the beginning of each school year.**

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

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

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

SECTION 5: EVALUATION PROCEDURES

The building administrators, principal, and/or assistant principal(s) will be designated as the evaluator(s) for all employees assigned to the building.

Itinerate employees will be evaluated by a designated administrative supervisor. All other supervisors who are served by this itinerant employee will have the opportunity to provide input into the employee's evaluation.

The Evaluative Criteria and Procedures 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 Sept. 30**. 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).

Prior to the completion of the evaluation report, the evaluator will make the required observations of the employee in a formal teaching setting. The time for at least one of the observations will be pre-determined by the evaluator and the employee. Each regular observation will be at least 30 minutes long, or a series of three observations of at least 15 minutes each within a period of 10 working days. Only the bargained evaluation forms will be used.

An employee receiving an unsatisfactory may contact the association for counsel and advice.

The employee may list any factors limiting his or her performance. Factors may include, but are not limited to, the following:

- 1) Class size, in accordance with this contract.
- 2) Sufficient availability of supplies and equipment for the instructional program.
- 3) Adequate physical facilities and location to accommodate the learning environment, as necessitated by the area of instruction being taught.
- 4) Preparation time for employees, in accordance with this contract.
- 5) Administrative support in dealing with disciplinary problems, in accordance with this contract.
- 6) Evaluation for employees in the teaching areas for which they are qualified.

These timelines will be followed:

- 1) A minimum of two observations of employees new to the district will be completed within 90 calendar days of employment.
- 2) A minimum of one observation of continuing employees will be completed **by Dec. 1**.
- 3) A minimum of one additional observation of employees will be completed **by May 1**.

These procedures will be followed:

- 1) Following each observation, the evaluator will document the results in writing and will provide the employee with a copy within three school days. If the evaluator observes any deficiency, the evaluator will document the results on Evaluation Form A and provide the employee a copy within three school days. If no deficiency is observed, the evaluator will provide the employee a copy of the observation report within three school days. Annual evaluations will be based on all classroom observations for that year.
- 2) If a rating of unsatisfactory is given for an item on the evaluation criteria, the evaluator must include in the comment section of the form a clear description of the problem, a detailed recommendation or recommendations for improvement, and specific acceptable levels of performance.
- 3) The employee may list any factors limiting accountability.
- 4) The district will pay required costs for prescribed remediation.
- 5) New employees will have a post-observation conference with the evaluator within five workdays after the observation.
- 6) Continuing employees will have the post-observation conference within 10 workdays after the observation.
- 7) Final conferences and evaluations will be completed **by May 15**.

- 8) The employee's signature indicates the employee has read and discussed the observation/evaluation, but does not necessarily imply agreement. The employee will have the exclusive right to attach a statement and may seek relief through the grievance procedure.
- 9) Distribution of the final evaluation criteria form will be as follows: one to the employee, one to the evaluator, and one to the personnel file.
- 10) Only three ratings will apply for the evaluation criteria: 1) satisfactory, 2) unsatisfactory, and 3) not observed. All criteria must be marked with one of these ratings.
- 11) Employees will not be evaluated on the philosophical statements, only on the criteria numbered in Arabic.
- 12) Section VII of Form A & Form B may only be marked unsatisfactory if the employee has had an unsatisfactory rating in the preceding evaluation.

Short Evaluation Process

The short evaluation process is never required. It may be used whenever an employee has more than four years of satisfactory evaluations within the district using the regular process and the regular process has been used within one of the prior three school years and it is agreeable with both the evaluator and the employee that the short process be used. Upon request by an employee, reasons will be given why the short process of evaluation was not used. Short form evaluation consists of either:

- 1) A written summary of a 30-minute observation. The observation will be recorded on evaluation form B, in accordance with the evaluation procedures.
- 2) A final, annual, written evaluation based on at least two 30-minute observations will be recorded on the evaluation criteria Form B, in accordance with the evaluation procedure.

Professional Growth Cycle

Up to two-thirds of eligible building staff, and one-third the first year, may participate in the Professional Growth Cycle each year, with the mutual consent of the supervisor and the employee. The employee, in consultation with the supervisor, will determine the professional growth goals.

Employees must be satisfactory on the regular process for four years before moving to the Professional Growth Cycle. The decision to go on the Professional Growth Cycle or stay on the regular format will be made by the employee and his or her principal **by Oct. 31** of the year in which the cycle will be started.

Experienced employees new to the district (provisional employees) who have at least three years of satisfactory evaluations must be on the regular process their first year in the district, but may move to the Professional Growth Cycle in the second year, if they perform satisfactorily the first year.

All other employees are eligible to be on the professional growth cycle. The regular process must be used once every three years, as per RCW 28A.405.100.

Materials, records, and/or portfolios developed as a result of the individual's participation in the professional growth program will be the property of the employee participating in the program and will not be retained in the employee's personnel file or used by the district in its formal evaluation criteria.

Employees who participate in a professional growth plan will not be expected to participate in the formal evaluation process. Form B will be completed **by May 15**.

SECTION 6: PROBATIONARY PROCEDURES

The requirements of this procedure will be to insure professional rights and due process are maintained for the employee involved, insure accurate assessment of the charges of deficient performance, outline the 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 agreement. 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 Jan. 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 Oct. 15 but no later than Jan. 26** of the current school year. The association president will be given notification at least three 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:

- 1) A clear definition of the problem in terms of instruction deficiency, as related to the evaluation criteria.
- 2) A clear and reasonable set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.
- 3) A prescription for remediation that spells out courses of action and time expectations, so the employee involved can reach an acceptable level of performance.
- 4) 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

If, after completion of a 60 school day probationary period and after all the steps and processes of the probationary period have been followed, the employee does not demonstrate the acceptable level of performance as originally stated in the probationary notification (the letter of probation and subsequent supportive evaluation documentation), that employee may be subject to non-renewal of contract.

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.

Conversely, **no later than May 1** and after all the steps and processes of the probationary period have been followed, if the employee demonstrates the acceptable level of performance, as originally stated in the probationary notification (the letter of probation and subsequent supportive evaluation documentation), the employee will be given a satisfactory evaluation for inclusion in the employee's district personnel file. This evaluation will include a recommendation for renewal of contract.

In either case, 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.

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 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/their immediate supervisor(s). Grievances may not be processed using this procedure until there is evidence that informal two-way communication has been attempted.

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 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.

Procedures and Steps

A grievance must be filed **within 30 days of the occurrence** of the event on which the grievance is based. **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.

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 offer to meet within five days after receiving the request and will render a written decision to the grievant(s) within five 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 five 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 five days after the grievance has been referred to him or her. Both the superintendent and the grievant(s) may have other persons 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 five 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

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. If a request for a meeting with the board 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 15 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 10 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 not more than 30 days 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 costs 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/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/her right to challenge the discipline under applicable statute, said waiver to be in writing. In the event the employee waives his/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.

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

The term "layoff" means placing bargaining unit members on unemployed status due to economic necessity.

Layoff Procedure

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

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

The district will compile and publish a state seniority list **by March 1**. The state seniority list will be posted in each building and five copies will be given to the association. Challenges to seniority placement will be made in writing to the Human Resources office **by March 31**. A corrected seniority list will be published and posted in each building; five copies will be given to the association **by April 15**.

Ties in Seniority

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

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

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

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

Acceptance of contract employment as a certificated employee in any other school district while on layoff status will constitute an automatic termination of the employment relationship, as provided herein, and the employee will notify the district by registered letter or by personally contacting the district Human Resources office. The district will hire no certificated employee from outside the bargaining unit until all certificated employees on layoff status have been determined to be unqualified for the position.

Employment of substitutes will come from those certificated employees on layoff status, except in those cases when no certificated employee is available and qualified for the position. There will be no challenge to the unemployment compensation of any bargaining unit member on layoff status who declines casual substitute employment, except those individuals who have already been accepting substitute employment. Upon the request of an employee, the district will make provision for the continuance of an employee's participation in any district group insurance program. The employee will pay the entire premium to the district payroll office on a monthly basis, as required by the payroll office.

Evaluation Notation

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

Recall

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

All continuing and provisional employees will be recalled prior to non-continuing and substitute employees.

SECTION 9: ASSIGNMENT AND TRANSFER

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

Employees new to the district will remain in their original assignment for the first year of employment. A copy of the school's schedule for the ensuing school year will be made available to each employee **by June 1**. Assignments will be stated on each employee's individual contract, as provided under this agreement. In the event it becomes necessary to reassign employees following the notification, the immediate supervisor will consult with the affected employee. In the event an employee is unavailable for consultation, the employee will be consulted as soon as possible upon his or her return.

Definitions of Terms

A "vacancy" is a position that has been permanently vacated, or one that has been newly created. Vacancies that are verified through the staffing and budgeting process will be posted within 10 days of approval. The district and association must agree to a delay of more than 10 days on any posting.

An "employee transfer request" is one initiated by the employee for a change in assignment in the same building or in a different building.

An “administrative transfer” is an administratively initiated change in department, grade level, subject matter, or building.

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

Ties in Seniority

When employees have equal qualifications and equal district seniority, the following ranked criteria will be used to break ties:

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

District Seniority List

The association and the district will work together to keep district seniority records and administer the seniority lists pertinent to assignment and transfer. The association and the district will retain copies of the district seniority list and make the list available to the Human Resources office and to employees **by April 15** of each school year so appropriate transfers to vacant positions may occur.

The district will provide requested information to the association when issues arise from individual employees.

Certificated Staff Hiring Procedures:

See Certificated Contract Appendix for further information

In-building Placement Procedure

A principal will notify the association and building staff of vacant positions within the building.

Employees will notify the principal or their supervisors in writing when they become interested in transferring to a vacant position or future, potentially vacant positions. They will apply as internal candidates through the KSD online application system. In-building, employee-based transfers will be made to vacant positions, allowing qualified, senior staff preferential placement.

Prior to summer vacation, principals will remind employees to make their interests in transfers known to the principal prior to leaving for vacation so they might be notified of future vacancies. When vacancies occur, the principal will notify interested staff by letter or by verbal communication.

Principals will notify the Human Resources office when they are aware of vacant positions in their building. The vacancies will be recorded on the Jobline and placed on the district website during the summer vacation for a three-day period before any assignment is made, allowing in-building staff an opportunity to apply.

Procedures for Opening a New School

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

1. The Assistant Superintendent of Human Resources shall cause to be placed on file in the Human Resources Office the proposed organizational plan of the school as soon as said plan is available.
2. The organizational plan shall set forth the number of positions at the new site together with required qualifications for each position.
3. A "Core Team," may be developed at the request of the new building Principal, the Assistant Superintendent of Human Resources and the Association.
 - a. A written application will be developed by the Principal, Assistant Superintendent of Human Resources or designee, the Association President and designee. (thus allowing for 4 total).
 - b. Employees will be ranked and selected in order of qualifications, seniority and interest by a committee consisting of the Principal, Administrative Representative and two Association representatives to be appointed by the Association President.
4. The "Core Team" members will be mutually agreed upon by representatives of KSD and KEA and will be appropriate to the level and size of the school being opened.
5. The remainder of the positions for the new school will be posted by a mutually agreed upon date.

Vacancies for the Subsequent School Year

Vacancies to be filled for the school year will be posted in each school building and on the Jobline and the district website by the Human Resources office. A copy will be sent to the association. Vacancies will be posted for at least five consecutive workdays.

An employee who wishes to apply for a transfer to a posted vacancy can apply in one of two ways. He or she can: 1) make a written request to the Human Resources office by the closing date that compares his or her qualifications to the posted vacancy, or 2) make a written request to the Human Resources office by the closing date that he or she wants a voluntary, informal dialogue with a team of administrators and employees from the building where the opening exists.

Current employees who desire a transfer/assignment to a vacant position will be selected on the basis of the district's job announcement. When more than one applicant desires the position and qualifications are equal, the most senior employee will be selected. After the end of the school year, if a transfer to an open position creates additional openings, the third opening that occurs will be filled after considering outside and inside candidates on an equal basis.

Principals will use the same recommendation forms used for continuing positions when filling non-continuing positions. These forms include a ranking of the candidates. A ranking system ensures more than one candidate has been looked at for a position. The listing will be made available at the district office and distributed to the association. Transfer language does not apply.

Within 30 days, but **no later than Sept. 15**, the Human Resources office will notify, in writing or by personal conference, each employee whose request for transfer was not granted, stating the specific reason or reasons for non-selection.

When the position is filled, written notification will be sent to the employee and the association.

Vacancies During the School Year

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

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

The district will post vacancies occurring during the school year.

If a district employee is selected for a vacancy during the school year, he or she will be transferred at the beginning of the next school year. The district may fill the vacancy with a non-continuing contract employee (RCW 28A.405.900) provided there will be no more employees on leave compared to the number of employees on a non-continuing contract.

A vacancy no in-district employee applies for or is qualified for will be filled with a regular, contracted employee. Vacancies will be posted for at least five days prior to filling the position. A copy will be sent to the association and posted in each building.

An employee who wishes to apply for a transfer to a posted vacancy can apply in one of two ways. He or she can: 1) make a written request to the Human Resources office by the closing date that compares his or her qualifications to the posted vacancy, or 2) make a written request to the Human Resources office by the closing date that he or she wants a voluntary, informal dialogue with a team of administrators and employees from the building where the opening exists.

Employees applying for a transfer to a vacancy will be considered on the basis of certification, qualification, and seniority.

Upon request, the Human Resources office will notify, in writing or by personal conference, each employee whose request for transfer was not granted and give the specific reason or reasons for non-selection.

When the position is filled, written notification will be sent to the employee and the association.

Administrative Transfers

Notice of an administrative transfer will be given to the affected employee as soon as the decision to transfer is determined. The least senior employee will be selected, as long as academic program requirements can be met and the employee qualifications are substantially equal.

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

When requested, an employee selected for an administrative transfer during the school year will be released from teaching for up to two days, at the employee's option, to prepare for the new assignment.

The preparation time must be scheduled within one week of the transfer date. An employee who is required to transfer during the school year may request the assistance of the Maintenance and Operations Department to help move the transferee's instructional materials. When an employee is involuntarily transferred outside the school year, he or she will be reimbursed for the move according to the following: 7.5 hours at the curriculum rate for out-of-building transfers and 3.75 hours at the curriculum rate for in-building transfers. For staff members who have large amounts of curriculum materials and supplies to move~such as Librarians and P.E. teachers~additional time will be granted at the District's discretion.

When opening a new school creates a loss of positions at other buildings, the superintendent will place on file in the Human Resources office the proposed staffing plan of the school, as soon as the plan is available. An organizational plan will be developed to determine the estimated positions at the new school,

along with the required qualifications for each position. The district and the association will meet to determine appropriate procedures for identification of employees to be considered for transfer.

SECTION 10: STAFF PROTECTION

The district will provide general liability and errors and omission insurance for employees who are acting within the scope of their employment, whether their duties are specific or implied, and whether their duties are performed during or after regular working hours. The insurance will provide limits as follows:

General Liability Bodily Injury	\$300,000 per occurrence
General Liability Property Damage	\$100,000 per occurrence
Automobile Liability Bodily Injury	\$250,000 per person
	\$500,000 per occurrence
Automobile Liability Property Damage	\$100,000 per occurrence

Errors and Omissions Liability Insurance coverage will provide limits as follows: \$500,000 per occurrence; \$500,000 aggregate.

Legal counsel will be provided, through insurance, to any employee against whom a lawsuit is initiated, provided the employee, at the time of the act or omission, was acting within the scope of his or her employment.

Threats to an Employee

Threats of injury or death to employees, including substitutes, will be investigated. An employee who is threatened by any person or group while carrying out assigned duties will immediately notify his or her supervisor, or be notified by the supervisor in the event the employee is not already aware of the situation. The supervisor will notify the superintendent and assistant superintendent of secondary or elementary education. The employee or supervisor will have the option of notifying the police.

Immediate steps will be taken, with the cooperation of the employee, to provide for the employee's safety. Precautionary measures for the employee's safety will be reported to the assistant superintendent of secondary or elementary education, and/or superintendent at the earliest possible time.

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

- 1) Identify the nature of the threat.
- 2) Make every attempt to identify the person making the threat.
- 3) If appropriate, lock down the classroom, or other rooms, involved, and, if necessary, lock down the school.
- 4) If possible and/or practical, do not remove, erase, destroy, or clean any evidence prior to contacting the police and/or a School Resource Officer (SRO) and following their direction.
- 5) Take appropriate steps to provide for the safety of the employee, in consultation with the employee, the district, union leadership, and the police, if necessary.
- 6) Ask for the employee's input with regard to any disciplinary action taken against the student(s) involved.
- 7) Assist an employee who wishes to file a complaint and/or a restraining order.
- 8) Remain in contact with the employee to offer assistance and support.

The district will support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse an employee while he or she is performing duties for the district.

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

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

If necessary, the district will notify law enforcement agencies regarding any such activities perpetrated against an employee and seek enforcement of pertinent laws and all pertinent provisions of the WAC Codes and RCWs.

Any incident involving harassment of an employee will be promptly investigated by the district. The district will take appropriate action against perpetrators and report findings and actions to the impacted employee and the association.

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

Property Damage

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

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

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

Personal Injury

Whenever an employee sustains a disabling injury in the course of employment, the district will grant the injured employee a leave with contract pay for a period not to exceed one year, or to the limit of the accumulated sick leave provided for in this contract. During this period of disability, an employee may use his or her sick leave to compensate for the difference in the amount of state industrial insurance, employee retirement disability, and his or her regular salary, to the limits of his or her accrued sick leave. The sick leave will be reduced in the same ratio as the payout bears to this total salary. The district will maintain all benefits - for example, retirement, social security, sick leave, and salary placement.

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

Hepatitis B Inoculations

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

Safety Issues

The district will ensure there are effective safety committees at each building. Building safety committees will not be funded.

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

Each building will have a student behavior committee or other committee that meets quarterly and publishes a report about their meeting. In addition, teachers will be made aware of students who are potentially dangerous before the student is placed in the teacher's classroom.

Copyrights and Patents

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

SECTION 11: CONTRACTS, WORKDAY, AND PAYMENT

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

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

Employee contracts are defined below.

Continuing Contracts

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

Non-continuing Contracts

Leaves

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

Retire-Rehire

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

Employees On Special Assignment (TOSAs)

Employees On Special Assignment (TOSAs) provide specialized expertise and resources and may be utilized in many non-evaluative capacities. All TOSAs retain their contractual rights as defined in this contract.

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

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

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

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

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

TOSAs will be evaluated using the TOSA evaluation form in the appendix.

Substitute Employees

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

Sporadic Days

Employees with less than 30 sporadic days are not considered members of the bargaining unit. Employees with 31 or more sporadic days are considered members of the bargaining unit and will be paid at a rate mutually agreed upon by the association and district.

1-20 consecutive days in the same assignment

Employees receive substitute pay.

21-90 days in the same assignment

Employees receive pay at their certificated rate, including retroactive pay for the first 20 consecutive days, and are considered members of the bargaining unit.

Days 91-Beyond

Employees continue to receive pay at the certificated rate and are considered members of the bargaining unit. Employees also begin to receive prorated sick leave and prorated health insurance.

Substitute employees have no other coverage under this contract.

Job Sharing

Two district employees may share a 1.0 FTE contract.

Copies of Contract

An employee may retain one copy of his or her individual contract. All other copies will be returned to the district for processing.

Payment

In accordance with state law, all employees will be paid in 12 monthly installments. Each check will contain one-twelfth of the contracted salary.

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

When an underpayment is discovered, corrections will be made **no later than the next payday**. When an overpayment is made, the correction will be made on the employee's next monthly check. Cumulative errors in overpayment will be corrected at the rate they accumulated.

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

Length of Contract

The length of the regular employee contract will be consistent with the number of days funded by the state legislature. For example, for 2010-2011 it will be 180 days. Each year the amount is subject to change per determination by the state. Any extension of contracted days by the district will be computed on the employee's contracted rate of pay. For example in 2010-2011 it will be 1/180.

Length of Workday

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

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

- 1) Split shifts will not occur.
- 2) The employee's workday will be as written above, unless the need for building facilities warrants his or her preparation time be spent outside the school building, at which time other arrangements can be made, at the principal's discretion.
- 3) Librarians, counselors, elementary music employees, and elementary P.E. employees will work a regular school day, with the beginning time determined by the building principal.

Employees teaching in an elementary school will be provided a 15-minute relief period each day. A break time of 15 minutes will be allowed for students each afternoon, at the discretion of the employee, provided no employee will be required to schedule an afternoon break and that individual buildings will be allowed autonomy in the way break time is handled. The minimum scheduled teaching time (exclusive of relief time, inclusive of break time) will be five hours daily. Adjustment of the school day for primary students may be made during the school year to accommodate student needs, when mutually arranged by staff and administration.

Employees may supervise more than one class during an afternoon break, with mutual agreement of those concerned.

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

- 1) All elementary staff will have 195 minutes per week during the student day for preparation/conference time. Preparation/conference time will be in blocks of not less than 30 continuous minutes, with one block of at least 45 minutes per week. In addition, at least 30 minutes will be provided prior to the commencement of the student day.
- 2) An employee teaching at the secondary level will be provided at least **one instructional period a day** during the regular student day.
- 3) On early release or late start days, preparation time cannot be guaranteed. Release time during normal planning time will be counted as planning time. Preparation/conference time will not be assigned or contracted to other duties, unless mutually agreed to by the employee and the employer.

- 4) Preparation/conference time is intended to provide time and flexibility to teachers in order for them to fulfill their job responsibilities. As well, KEA recognizes the rights and needs of administration to occasionally meet with employees during this time, and doing so, does not constitute a violation of the CBA. Therefore, employees will not be required to meet with their administrator(s) or others on a regular, ongoing basis during the preparation or conference time as defined in numbers 1 and 2 above.

In-building Substitute Coverage

Every attempt will be made by the building principal to provide substitute employees for absent employees. At the secondary level, all employees asked to cover classes during their preparation periods will receive pay at their per diem rate or the curriculum rate, whichever is higher.

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

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

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

Release from Contract

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

- 1) A letter of resignation must be submitted to the superintendent's office.
- 2) A release from contract, **prior to July 1**, will be granted, provided a letter of resignation is submitted prior to that date.
- 3) A release from contract will be granted **after July 1**, provided a satisfactory replacement can be obtained.
- 4) A release from contract will be granted in case of illness or other personal matters that make it impossible for the employee to continue in the district.

SECTION 12: SALARIES

All employees will be placed on the Washington State Salary Allocation Schedule (SAS), except for the following:

- 1) Under the rules of OSPI, employees will be allowed full credit for previous experience. Likewise, all employees will be given full credit for all academic and in-service credits recognized by OSPI for salary placement. Years of experience will be calculated to the nearest 10th for persons who have been employed for less than 180 days in any 12-month period.
- 2) Military service that interrupts an employee's teaching will be considered the same as teaching experience, to the maximum allowed under OSPI rules.
- 3) Official transcripts must be turned in to the Human Resources office **by Sept. 15 or within 45 calendar days of hire**, whichever is later, in order to be counted for salary schedule advancement for the school year. The only exception will be for classes taken the previous summer. If official transcripts are not available, grade slips or written verification from the educational institution may be substituted. Official transcripts must be filed by the first working day following winter break. Failure to provide the transcript as required may result in pay being withheld until the transcript(s) is/are filed with the Human Resources office. If official transcripts are unavailable for any reason, the

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

- 4) Credits earned after the baccalaureate degree will be counted toward salary schedule advancement, as per rules and regulations of OSPI.
- 5) Days worked beyond the 180 contracted workdays will be paid by supplemental contract, at the individual employee's daily rate of pay.
- 6) State approved in-service credits (clock hours) will be counted as college credit for salary schedule purposes at the rate of 10 clock hours for each credit.

29th-Year Employee Compensation

To provide expertise to the educational staff, a stipend of five percent of an employee's base salary will be added to his or her regular salary and will continue until termination of his or her employment. To be eligible for this stipend, an employee must have 27½ years of teaching experience by the first student day of the school year. An employee hired **after Sept. 1, 2007**, must have 27½ years of teaching experience in the state of Washington by the first student day of the school year. An employee hired **after Sept. 1, 2009**, must have 27.5 years of teaching experience in the state of Washington by the first student day of the school year, including ten (10) years of experience specifically in the Kennewick School District in order to be eligible for mentor pay.

This provision will not apply to any retire/rehire employees.

The Assistant Superintendent of Human Resources and association designee will accept all applicants to the program upon review. A plan designating the employees' duties will be documented in a mutually agreed-upon method.

A team comprised of administrators, 29th-Year Mentors, and the KEA president or his or her designee will create a database of options for employees to self-select projects to meet the requirements of the 29th-Year Mentor program. Mentor projects will not be limited to the options in the database. Membership on the committee may fulfill the requirements for 29th-Year Mentors.

A plan, information, documentation, and application to program will be completed **by the October payroll cutoff date of the 29th year**, and each year thereafter. Employees will certify they have followed their plan **by the May payroll cutoff date**.

Fulltime (1.0) employees are expected to perform a total of forty (40) hours of work, twenty each semester, to meet the requirements of this program. The amount of hours part time employees will be expected to complete will be pro-rated based on their current year's contractual FTE. For example a .5 FTE employee will be required to do a total of twenty (20) hours. 29th Year Mentor pay is distributed in two equal payments: half in the January pay period and the other half in May. Work completed after the May payroll cutoff date, will be compensated in the June pay period.

Career and Technical Education Employee Salary

Non-degree career and technical education personnel who are initially employed and who have met the requirements for OSPI career and technical education certification will be placed in accordance to OSPI instructions for the S275 report up to column E (BA +90), unless they have completed a master's degree equivalent, as per WAC 392-121-270 (3), and can be placed on column G (MA).

Time, Responsibility, and Incentive (TRI)

Extra Time

Hours will be available to each contracted employee as paid extra time at the individual's per diem rate for work performed on the following days only:

- 1) 7.5 hours the last weekday before school starts.
- 2) 7.5 hours for the annual parent/employee/student conference day, to be held **between the hours of 12:30 p.m. and 8 p.m.**
- 3) 7.5 hours for the Focus on Instruction Day, as agreed upon by the district and the association, commensurate with goals of the district's strategic plan.
- 4) 7.5 hours for building professional development activities, to be used in no less than 3.75 hour increments, as determined by each building's principal in consultation with the building's staff or site council. These activities must be related to each building's school improvement plan or be a condition of employment.
- 5) Up to 3.75 hours for safety and/or required training and 3.75 hours for employees to work individually in their buildings preparing their classrooms for the school year, for a total of 7.5 hours.

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.

Responsibility

- 1) 71.25 per diem hours (9.5 per diem days) will be paid on a Responsibility Schedule (formerly TRI Schedule) for self-development and/or job responsibilities.
- 2) Employees who have at least 17 but not more than 27.5 years of experience by the first day of the school year will receive an additional 7.5 per diem hours (one per diem day), paid on the Responsibility Schedule (formerly TRI Schedule) for self-development and/or job responsibilities.

Responsibility Schedule (formerly TRI Schedule)

Salary payment for provisions listed in the Responsibility section will be included on a Responsibility Schedule. Payment for these responsibilities will be made in three equal payments distributed **at the end of November, March, and June.**

Employees must submit to the Human Resources office a Responsibility Schedule form **on or before the last business day in September.** Employees must keep a personal record of the hours they worked. Failure to provide documentation, when requested by auditors, may result in the employee reimbursing the district for all or part of the Responsibility pay.

Employees hired after the beginning of the school year or returning from a leave will have 45 calendar days to fill out a Responsibility Schedule form and will be subject to all the provisions listed above.

Additional Per Diem Hours for Specialists

Special Services

A total of 7½ per diem hours will be provided for Special Services employees for work that cannot be completed during the normal contracted workday, i.e. MDTs, IEPs, ITPs, parent conferences, home visits, building team meetings, and district Special Services meetings. This time will be logged and submitted to the building principal or administrator of Special Services for authorization.

Psychologists

Days beyond 180 will be paid at an employee's per diem rate. Psychologists will receive 10 extra days.

The district will provide to school psychologists a maximum of 60 hours for work that cannot be completed during the normal contracted workday. This time will be logged and submitted to the administrator of Special Services for authorization. Payment will be prorated based on the employee's per diem rate.

Speech and Language Pathologists

A total of 22½ per diem hours will be provided for speech and language pathologists to use for work that cannot be completed during the normal contracted workday. This time will be logged and submitted to the administrator of Special Services for authorization.

Occupational Therapists/Physical Therapists

A total of 45 per diem hours will be provided for occupational therapists/physical therapists to use for work that can not be done during the normal contracted workday, i.e. MDTs, IEPs, ITPs, parent conferences, home visits, building meetings, and district Special Services meetings, consultations with medical personnel, time to procure equipment, and time to write reports. This time will be logged and submitted to the administrator of Special Services for authorization.

Librarians, Elementary Counselors, and Career and Technical Education Employees

Days beyond 180 will be paid at an employee's per diem rate. Librarians and elementary counselors will receive five days. Career and technical education personnel will receive supplemental contracts from supervisors.

Secondary Counselors

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

SECTION 13: ADDITIONAL RESPONSIBILITIES

Division Chairperson Stipends

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

- Art
- Career and Technical Education – 3 representatives
- Counseling
- Health & Fitness
- Language Arts
- Library
- Mathematics
- Music/Performing Arts
- Science
- Social Studies
- Special Services
- World Languages
- One Position (to be determined by each building)

Phoenix High School and KAC/OCL (Kennewick Alternative Center/Off-Campus Learning) will have a team leader position at a ratio of one team leader for every five certificated employees. No building will have less than one team leader position.

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

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

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

Curriculum Rate

The district's hourly curriculum rate is .0009 of the base salary on the Washington State Salary Allocation Schedule.

Additional Responsibility Schedule

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

Teacher in Charge

A Teacher in Charge is a designated, certificated employee at an elementary school, or secondary schools that have one or no administrator, who acts as the principal in the principal's absence. A teacher in charge will be paid a stipend at a rate of .075 x the base salary on the Washington State Salary Allocation Schedule (SAS).

Advisory

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

Advisory will not be subject to observations or evaluations.

Summer School and Tri-Tech Summer School

Employees who teach in the basic education summer school program will be paid at an hourly rate of .0009 of the base salary on the Washington State Salary Allocation Schedule.

All employees who teach in the Tri-Tech Skills Center summer school program will be paid at an hourly rate of .00094 of the base salary on the Washington State Salary Allocation Schedule. The practice regarding paid preparation time will be continued.

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

Academic Excellence

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

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

Only employees can receive academic excellence contracts. For more information on Academic Excellence Funds, see the item in the appendix titled “Building Site Council Budget Items.”

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

Supplemental Contracts

Co-curricular Activities

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

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

SECTION 14: INSURANCE BENEFITS

Health Care Allotments

The district will contribute the state-funded amount provided for insurance benefits to each full-time employee. A prorated amount, based on full-time equivalency, will be provided for all part-time employees with .4 FTE or greater employment status.

Eligibility

Health care plans are available for individual employees. In addition to themselves, individual employees may also cover their spouses, domestic partners and/or families.

Registered domestic partners as defined by the State of Washington (RCW 26.60.030) shall be eligible for all insurance benefits/leaves, in the same manner as spouses, under the terms of this agreement. This includes partners of the same sex, and partners of the opposite sex where at least one partner is sixty-two (62) years of age or older.

Programs

The health care programs available to members are listed below.

Required:

Dental (Self-Insured)

Vision (Vision Service Plan)

Group Term Life (Standard Insurance)

Long Term Disability (Standard Insurance)

Voluntary:

Blue Cross Medical

Group Health Northwest

Short-term disability is available to members at any time. Enrollment forms are available in the benefits office.

Other programs are available to employees but are not funded from the amount provided by the district. A list of the programs eligible for payroll deduction is available at the district payroll office.

The district and association mutually determine the required and voluntary plans. These plans may not be implemented without prior written agreement of the district and association.

Enrollment Period

Enrollment will be for a 30-day period and will be completed **by Oct. 1**. When the enrollment period ends, no insurance options may be added or deleted during the contract year except for changes in family status, job status, full-time equivalency status, or extreme financial hardship. In the event of any change in full-time equivalency, the district contribution will be recalculated.

If an employee is hired **after Oct. 1**, he or she may enroll in approved plans within 30 days of hire. Coverage will begin the first day of the month following the date of hire, provided the employee has worked at least half the scheduled days in his or her first month of hire.

When termination takes place during a school year, an employee will receive insurance benefits for the month in which he or she is terminated. If he or she works more than half the work days in the month of termination, coverage will continue through the following month. When termination takes place at the end of a school year, an employee will receive insurance benefits **through Sept. 30** of that calendar year.

If a full-time employee's spouse/domestic partner is employed part-time (.5 FTE or less), the full-time employee is eligible for the family coverage under the required health programs. Part-time employees have the option for family dental or vision coverage under the required health programs.

All employees are eligible to participate in the Section 125 flexible pay plan. Participation may include out-of-pocket premium costs for one or more district-approved insurance plans.

Sharing Health Care Contributions

Spouses/domestic partners who are both employees of the district may choose to combine their district contributions to cover the cost of the insurance options they select.

Spouses/ domestic partners who are both employees of the district but are in different district employee groups may choose to combine their district contributions to cover the cost of the insurance options they select, provided the group's contract allows sharing health care contributions. Any funds that remain after they have combined their district contributions will be prorated and divided between the health care pools of the groups to which they belong. This provision is contingent on language in other district group contracts.

Employees who share health care contributions will continue to share health care contributions until one of the employees contacts the district to request a change.

Health Care Pool

The district will establish a pool of money to help defray health care costs. The district contribution to the health care pool is \$390,000.

After each employee has made a selection of benefits, his or her individual allotment from the state health care fund will be deducted from the total state health care fund. Any money left in the state health care fund will be pooled with the additional \$390,000 from the district.

Insurance Tiers

- 1) Those employees who choose single coverage will receive individual monthly allotments of up to \$16 from the pool to cover out-of-pocket expenses.
- 2) After the funds in provision #1 have been removed from a partial pool of \$290,000, the remaining funds will be equally divided into monthly allotments for employees who choose plans other than single coverage.

- 3) \$90,000 of the overall health care pool will be divided and added to the monthly allotments of those members who choose coverage for themselves and their spouses or domestic partners or for those members who choose full family coverage, which includes spouses or domestic partners.
- 4) A fund of \$10,000 will be set aside to help defray insurance costs for those employees whose insurance costs increase **after Oct. 1** as a result of changes in family status or an employee's spouse's/ domestic partner's job status. Employees who receive money from this fund can only receive up to the same amount of assistance given to people accessing the other part of the health care pool. Any funds remaining in this budget at the end of the fiscal year will be rolled into the largest part of the health care pool on an annual basis.

Health Care Authority (the “carve-out”)

The Health Care Authority contribution will be paid in full by the district.

VEBA Health Reimbursement Plan

The district and association have adopted the VEBA Health Reimbursement Plan. The district agrees to facilitate employee contributions to the plan and will add 10 cents for each dollar contributed by each employee, according to the VEBA age-based contribution rates, as applied to the program in 2007-08. Each eligible employee must submit a completed and signed membership enrollment form to become a plan participant and be eligible for benefits under the plan.

Organization and management of the plan will be subject to the mutual agreement of the district and association. A copy of the Memorandum of Understanding between the district and association about organizing and managing this plan can be found in the appendix of this contract.

Employees must vote annually to adopt this plan.

VEBA Sick Leave Conversion Medical Reimbursement Plan

The district has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to RCW 28A.400.210, and agrees to make contributions to the plan on behalf of all employees who have excess sick leave conversion rights.

In accordance with the statute, contributions on behalf of each eligible employee will be based on the conversion value of sick leave credits the employee has accumulated at the time of his or her retirement or separation from the district. As per statute, all eligible employees will be required to sign and submit to the district a VEBA membership form that includes a “Hold Harmless” agreement. If an eligible employee fails to sign and submit this agreement, he or she will not be permitted to participate in the plan at any time during the term of this contract. Without a signed agreement, an employee's excess sick leave conversion rights will be forfeited for the term of the contract.

All employees who retire or separate from service and who meet the eligibility requirements in RCW 28A.400.210 during the term of this contract will be eligible for contributions to the plan. State law allows up to 180 days to be contributed to the plan on behalf of a retiring employee. For retiring employees, “excess sick leave” is defined as sick leave days that accrue for an employee during the term of this contract.

Annual participation in the plan is limited to those employees who have accumulated at least 180 days of unused sick leave as of the effective date of this contract. To be eligible for annual participation in the plan, employees must have accumulated at least 180 days of unused sick leave on the date this contract goes into effect. The terms of this VEBA agreement will be renewed every year **by the end of December** based on a vote of the eligible membership.

SECTION 15: LEAVES

Sick Leave

As used in this section, employee's "relative" means the employee's spouse, domestic partner, (For definition: see Section 14: Insurance Benefits), child, stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage. "Household members" means those people who reside in the same house as a family unit. This term includes foster children and legal wards, even if they do not live in the same household.

Sick leave is available to an employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Twelve days of leave per year will be granted to employees and will accumulate to a maximum of 180 days, without deduction of salary for illness (mental and/or physical), injury, or emergencies. Employees from within the state will be granted leave credit according to state laws that provide for transfer of accumulated leave from the previous district. The district may require a physician's statement of illness.

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

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

Sick Leave Cashout

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

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

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

Sick Leave Sharing

The following definition will be used to implement sick leave sharing, in accordance with WAC 392-126-006: Sick leave sharing will be made available to an employee who is suffering from or has a relative or

household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. The district will provide a form for qualified employees to make written application for donated leave and a form for qualified employees to donate sick leave.

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

- 1) The employee's job is one in which annual and/or sick leave can be accrued and used.
- 2) The employee is not eligible for time loss compensation under Chapter 51.32 RCW.
- 3) The employee has abided by district policies in his or her use of sick leave.
- 4) The employee has exhausted, or will exhaust, his or her personal leave and sick leave.

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

- 1) In any 12-month period, employees who have accumulated more than 176 hours of sick leave may donate up to six accumulated sick leave days to other employees. The employee donating the days will specify the number of days to be donated. The district and association will develop procedures necessary to implement this. No transfer of sick leave will cause the affected employees' sick leave accumulation to fall below 176 hours.
- 2) No employee will receive more than 180 days of donated leave per contract year.
- 3) In the event the employee does not use all the donated leave, the unused donated leave will be 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.
- 4) An employee using donated leave will receive their usual pay and benefits.
- 5) Except for the procedures in #3 (above), the donor will be required to execute a waiver to ask for the return of his or her donated leave.
- 6) The district and the association will each designate one person to review requests for donated leave.
- 7) 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 two weeks 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 her personal physician. Papers for the Family and Medical Leave Act (FMLA) will be sent to the employee to be completed by the employee and her physician.

FMLA provides for 12 weeks of unpaid leave. Under this agreement, the employee may take 12 weeks of FMLA plus six work days of leave. If an employee has paid leave available it will be applied, up to a maximum of 65 work days. Paid leave includes both personal and sick leave. During that time, health benefits will continue.

No more than 30 work days of maternity leave may be used before childbirth. If the paid days are exhausted, the employee will receive unpaid leave through the 12 weeks of FMLA plus six work days of leave. The benefits will be covered for at least the 12 weeks of FMLA plus six work days of leave. If sick leave has been exhausted, an employee will be granted leave without pay, under the provision of 12 weeks of FMLA plus six work days of leave.

Parental Leave

Employees who have a newborn child but do not qualify for maternity leave will be granted five days of parental leave. The employee must notify the district as soon as possible about the intended day for commencement of the leave. Sick leave may be used up to five work days after the birth of the child.

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 weeks' notice of their need for adoption leave, and the district will make every effort to cooperate with the employee's request for adoption leave.

Employees returning from adoption leave at the beginning of the subsequent school year will be placed in their former positions, or in a similar position in the district. An adopting parent must use sick leave and/or personal leave during the 12 weeks of FMLA plus six work days of leave. When their sick leave and/or personal leave is exhausted, employees will use unpaid leave, at their discretion, up to the end of the 12 weeks of FMLA plus six work days of leave. More unpaid leave may be granted if circumstances require it and the adopting parent requests an extension.

If both adopting parents are employed by the district, they will share one adoption leave of no more than 12 weeks of FMLA plus six work days of leave, to be divided at their discretion.

Bereavement Leave

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

Personal Leave Days

An employee will be entitled to a maximum of three days of personal leave with pay, provided the building principal is notified at least three contract days before the expected absence. The three-day requirement may be waived at the discretion of the building principal.

The number of employees at each school who may be gone for personal leave on any given day is as follows: two employees per elementary school, three employees per middle school, and four employees per high school.

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

Any employee may, at his or her discretion, convert one personal leave day for 7.5 per diem hours, two personal leave days for 15 per diem hours, or three personal leave days for 22.5 per diem hours.

Application for these per diem hours must be made to the district Human Resources office **no earlier than March 15, and no later than on the last day of school.** These hours are not included in the Responsibility Schedule. To claim these hours, employees must submit a per diem hour form to the payroll office **on or before August 1.**

Employees may elect to bank three personal leave days for two consecutive years, not to exceed five banked days. A maximum of five days may be used consecutively.

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

Requests for banked leave will be granted on a first-come, first-served basis, up to the limit of 75 employees each year. These days may be used for special circumstances but must be used or cashed out within two years using the cash out process. Employees who wish to bank personal leave must fill out a district application form each year.

If an employee does not choose to apply for per diem hours or for banking, he or she will be cashed out at one-half his or her per diem rate **at the end of the school year**.

Employees who notify the School District of their intent to retire or resign **no later than March 15** will be granted a fourth personal day upon receipt of the letter and approval by the School Board. This day may be cashed out at 50% or converted to 7.5 hours of work involving cleaning up the classroom at the end of the year. The intent to retire or resign letter should specify whether the employee is choosing the cash out option or the classroom cleaning option. The fourth personal day will be paid in the June paycheck.

Jury Duty and Subpoena Leave

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

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

Leaves of Absence

The board may grant a leave of absence of up to one year to employees at the recommendation of the superintendent. The leave may be renewed for a second year by written request to the board. Employees On Special Assignment (TOSAs) are not subject to the two-year limit on leaves.

A leave of absence, if granted, will state the provisions for re-employment. An employee who has been granted a leave will be re-employed in the same or a similar position, provided the administration contacts the employee on leave **no later than March 1** of the year in which he or she is to return. The employee will notify the superintendent of his or her intent to return to employment with the district **no later than March 15** of the year in which he or she will return.

Political Leave

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

With two weeks' notice, an employee who is a candidate for a political office will be granted a leave for the purpose of campaigning for the office, not to exceed 10 contract days without pay.

The board will extend a leave without pay to an employee who is elected to a political office to allow that employee the time to perform all the official responsibilities and duties of his or her office.

At the conclusion of a political leave, the employee will be returned to the same position.

Leaves for Professional Meetings and Travel

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

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

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

Association Leave

The board will grant leaves, not to exceed 100 contract days with pay, to officers, chairmen, or representatives of the association to participate in association business.

The association will reimburse the district for substitute pay and benefits, where applicable, by employees attending these meetings.

The association president will notify the superintendent and building principal of employee(s) who will be in attendance at an association meeting at least five workdays prior to the date of the meeting. The superintendent may approve a shorter period of notice under unusual circumstances.

The association president will be considered a full-time employee of the district and will be under full contract with full benefits. Leave for the association president does not fall under the two-year time limit for other leaves. The association president will be released from regular duties for association business 100 percent of the time. The association will reimburse the district for 100 percent of the association president's salary, benefits, and retirement. The retirement portion will conform to the rules of the Washington State Employee Retirement System.

Other association leaves and the length of those leaves will be considered on an individual basis.

SECTION 16: CALENDAR, WORK YEAR

Elementary and High School Calendars

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

Report Card Preparation

Kindergarten through Grade 5

Within each school calendar, elementary employees will be given two early release days and one full day from existing per diem time as per Article III, Section 12, for report card preparation.

Mid-term reports for all elementary students will be prepared for first trimester. For second and third trimesters, midterm reports will be prepared for students having problems or making significant changes.

Grade 6 through Grade 12

Grades for all secondary students will be due **the first working Monday following the end of first, second, and third quarter or three working days after**, whichever is earlier. Final grades will be due **the third weekday after the final day of school**.

Conference Days

Each employee involved in conferences during the fall and spring will be on a flexible workday to accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the conferences, provided the time does not exceed the total hours allotted for conferences. Every effort will be made to schedule conferences within the contracted workday. The employee will not be required to remain at school during non-scheduled conference times when parent conferences are scheduled outside the workday.

Kindergarten conferencing

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

Each fall, kindergarten employees will have the equivalent of four school days for parent conferencing, which is two days for each half day of kindergarten. One of those days is taken from existing per diem time, as per Article III, Section 12.

Each spring, kindergarten employees will have the equivalent of two school days for parent conferencing, one day for each half day of kindergarten.

Grade 1 through Grade 5 conferencing

Each fall, employees in grades 1 through 5 will have the equivalent of two full days for parent conferencing. One of those days is taken from existing per diem time, as per Article III, Section 12.

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

Grade 6 through Grade 8 conferencing

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

Each spring, there will be one early release day for parent conferencing.

Grade 9 through Grade 12 conferencing

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

Early Release

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

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

SECTION 17: EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING

If it becomes necessary to close schools because of weather or emergency situations, the district will notify local radio stations by 6:00 a.m. If school has begun for the day and early dismissal is required, employees will be dismissed immediately following students. No employee will be required to report for work on a day when student attendance in the building has been suspended for emergency reasons. In cases of delayed openings, employees will be required to report for work no earlier than 30 minutes prior to the planned arrival of students. If makeup days are required, the district and the association will mutually agree upon the dates. No employee will be subjected to loss of pay or benefits due to non-attendance on days when schools have been closed for emergency reasons.

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 within the district and outside the district. The district will continue as an approved education agency, as recognized by the state board of education.

District Professional Development Committee

A district Professional Development Committee will be established to:

- 1) Survey district/employee needs.
- 2) Make program recommendations.
- 3) Encourage professional growth.
- 4) Support the professional growth plans developed by each building's professional development committee.
- 5) Announce building professional development plans and opportunities to district staff.
- 6) Meet with members from the district and association bargaining teams to update the district Professional Development Committee about the bargaining issues related to staff development. This meeting will take place at the first staff development meeting of the school year.
- 7) Define other committee responsibilities, as needed.

The district Professional Development Committee will have a minimum of \$3000 available to use to provide planned opportunities for district staff as groups or individuals. The Staff Development and Assessment Coordinator will submit proposals for approval.

The district Professional Development Committee will be composed of two elementary employees (one of whom is a classroom employee); one middle school employee; one high school employee; one librarian; one Special Services employee; one career and technical education or other special interest employee; three building principals (representing one elementary, one middle, and one high school); and two central office administrators. The association president will appoint all employees. Each person selected will serve a two-year term. Persons may be reappointed once to a consecutive term. Non-voting members may be appointed, as agreed to by the committee. This committee will meet a minimum of five times during the school year and will occur during a workday.

Building facilitators may meet up to three times during the year with the district Professional Development Committee to share concerns and coordinate professional development plans and programs. These meetings will occur outside the workday.

Individual Professional Development Funds

A total of \$300 will be available to each employee for professional growth. Use of these funds includes, but is not limited to, the following: professional materials; tuition; substitutes; registration fees (and associated fees for attendance at seminars, workshops, or courses that directly relate to enhancing adult training for classroom duties); and travel reimbursement related to professional growth training. Items that have a dual use for both employees and students that fall under the guidelines in this section will qualify for reimbursement. Employees are also encouraged to use their individual professional development funds to be reimbursed for the cost of clock hours. Beginning with the 2010-2011 school year, these funds may no longer be used to purchase home internet services.

The district Professional Development Committee will act on all appeals resulting from non-approval by the Staff Development and Assessment Coordinator and will ensure all procedures are followed.

A one-time only reimbursement, not to exceed \$300, will be paid if the necessary documentation is submitted to the Staff Development and Assessment Coordinator **by the first working day after Memorial Day weekend.**

Those employees who wish to bank all their professional development funds may do so on a first-come, first-served basis, to a limit of 100 employees. Those who wish to bank their professional development funds must submit the appropriate form to the Staff Development and Assessment Coordinator **on or before the last working day in April.** Banking is limited to two years, and employees must use their banked funds **prior to the end of the second year.**

Building Staff Development Facilitators

Staff development facilitators from each building will be compensated commensurate with district curriculum committees.

Building Professional Development Committees

Each building will have a professional development committee with at least five 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 facilitator is a member of the site council.

The elementary representatives will reflect the grade levels and programs in the building, with four selected from the grade levels and one from other programs.

At the secondary level, at least five employees will be selected, with no more than one representative from a department and/or subject area. The principal or an assistant principal will also serve on the committee. A facilitator for the following year will be selected at the last meeting in the spring. The building committees will meet during the employee workday.

Itinerants from Special Services and Nurses - bargaining unit employees assigned to more than one 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 five employees selected in a representative manner.

The building committee may:

- 1) Annually survey the needs of individual employees and groups in the building
- 2) Develop a building plan and program to address the identified needs
- 3) Prepare a budget to be approved by the building committee
- 4) Approve funding requests
- 5) Communicate the programs and plans in the district to staff
- 6) Communicate the program and plans of the building to the district Professional Development Committee
- 7) Complete an annual evaluation and final report of the building program.

The activities of the building professional development committees and/or site councils should be in concert with the activities of the building curriculum committees. If the building has grade levels involved in the renewal cycle, at least one employee from these grade levels needs to be a member of the building's professional development committee.

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, and Keewaydin Discovery Center employees will receive \$100 per FTE. Building professional development funds may be used to contract with outside speakers, provide release time for building staff,

purchase professional materials for staff use, or pay expenses for conference registration and travel. These funds are to be allocated by the building committee.

For more information on Building Professional Development funds, see the item in the appendix titled "Building Site Council Budget Items."

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.

SECTION 2: PEER ASSISTANCE AND REVIEW (PAR)

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

The PAR Program has two major roles:

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

The Peer Assistance and Review Program (PAR) will be for provisional employees only. The district and association have not agreed to include the review portion for continuing employees.

The PAR Program is initiated between the association and the district. The parties may modify these guidelines at any time based on recommendations from the PAR Panel.

Peer Assistance and Review Panel (PAR Panel)

The PAR Panel serves as the governing body for the program and determines program guidelines consistent with the terms of the collective bargaining agreement. It consists of the association president, three employees selected by the association, the Assistant Superintendent of Human Resources, and two administrators selected by the superintendent. The Assistant Superintendent of Human Resources and the association president will be the panel's co-chairs. Minutes will be kept for each meeting. The superintendent will be a non-voting member of the panel.

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

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

Consulting Peer Educators (CPEs)

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

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

During the 2011-2012_school year, the PAR Program will have 2.0 CPEs, and all provisions in this section of the contract will be interpreted to reflect that number for the duration of the school year.

The provision for the PAR Program to have 2.0 CPEs will sunset at the end of the 2011-2012_school year. Over the course of the 2011-2012 school year, the PAR Panel will analyze the caseload language and make recommendations to the district and association bargaining teams.

CPE Selection Criteria

Criteria for selection of CPEs include the following:

- 1) Is a current employee in the district on a continuing contract with a minimum of five years' total teaching experience, with at least three years in the district.
- 2) Demonstrates outstanding classroom teaching ability.
- 3) Demonstrates talent in written and oral communications.
- 4) Demonstrates the ability to work cooperatively and effectively with other professional staff members.
- 5) Has extensive knowledge of a variety of classroom management and instructional techniques.
- 6) Has the documented support of colleagues and his or her building principal.
- 7) Has the ability to provide and model expectations of high standards of professional practice while demonstrating compassion for the person.

CPE Selection Process

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

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

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

- 1) A written recommendation from his or her building principal or immediate supervisor.
- 2) Recommendations from two other employees from his or her building or program.
- 3) A recommendation of the senior building representative.

The PAR Panel will review received applications and identify those employees who have met the application requirements. The panel will select CPEs from the group of applicants using a process

established by the panel. All applications and references will be treated with strict confidentiality. Applicants who are not accepted as CPEs will be notified.

CPE Length of Assignment

One CPE position will be open every three years, barring extraordinary circumstances that require the PAR Panel to replace a CPE prior to the end of his or her term.

Selected CPEs will continue in that role for four consecutive years. No CPE may apply for a second consecutive four year term. No CPE who has been selected as a replacement for a CPE may continue in that role for longer than 4½ years. (The length of the CPE assignment may be adjusted as determined by the PAR Panel and will be dependent on such criteria as how many employees are serving in that role.)

Part-time CPE Positions

The PAR Panel may appoint part-time CPEs in areas where there are only one or two employees participating. These CPEs will receive a stipend up to \$1,500, if two employees are being assisted, and up to \$1,000, if one employee is being assisted. He or she will be allocated up to 12 days of release time per employee being assisted. He or she will assume all the duties of a CPE. If an employee serves as a .5 FTE or greater part-time CPE for one year, his or her time as a CPE will be counted as one of the four contractual years. A full-time CPE will be assigned to assist these CPEs, if possible. After four years, the part-time CPE may reapply for the position.

Return of CPE to the Classroom

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

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

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

A CPE will not be selected for an administrative position within the district for at least one school year after serving as a CPE, except by the mutual consent of the association and district.

CPE Compensation

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

CPE Caseloads

The PAR Panel will consider 15-20 new employees per CPE opening. If target numbers are exceeded, the CPEs may consult with the PAR Panel to determine what measures can be taken to address the issue.

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

Beginning employees who teach multiple subjects at the middle school and high school level will be assigned only one CPE.

Induction and Pro-Teach Classes

During the year that a new, eligible, KSD teacher receives services from the PAR Program, he/she will also be eligible to participate in the District's Induction class.

The district will provide clock hours for employees who attend the Induction class. Each employee's Individual Professional Development funds may be accessed to pay for the clock hours.

As of the 2012-2013 school year, the Pro-Teach classes taught through the PAR Program are being suspended. However, employees taking the Pro-Teach class through other avenues may access their Individual Professional Development funds, as well as the Tuition Reimbursement fund, to partially pay for the credits. If credits are not being obtained, then a district reimbursement for the \$500 flat rate fee can be requested for obtaining the Professional Certificate.

This process will be under the direction of the PAR Panel. The association will bargain the language and the process.

Intervention and Assistance Plan

This component of the PAR Program is intended to assist provisional employees with their teaching performance.

If at any time the principal notes areas of concern in a provisional employee's classroom management or instruction, that employee can be placed on an Intervention and Assistance Plan.

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

Self-referral

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

Any experienced employee who has received an unsatisfactory mark in any category of his or her evaluation may request assistance from a CPE. The assignment will be made if there is available space in the CPE's caseload. The Assistant Superintendent of Human Resources and the association president will oversee the CPE's assignment in self-referral cases. These cases should have minimal timelines and goals, as established in the principal's plan of improvement.

Confidentiality

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

Problems Not Referred to the PAR Program

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

Contract Rights

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

These will constitute the guidelines for the PAR Program, recognizing the district and the association may find it necessary, by mutual agreement, to modify these provisions.

SECTION 3: TEACHER ASSISTANCE PROGRAM (TAP)

The building principal and a representative from the building, as selected by the association president, will select master employees for the Teacher Assistance Program.

A master employee is defined as an employee with significant experience within the district, as determined by a building principal in consultation with an association representative from that building. A master teacher's stipend will be \$500. Every beginning employee will have a master teacher.

In the event a building principal and an association representative from that building do not agree on the selection of a master teacher, the parties will have the matter decided jointly by the superintendent or designee and the association president.

Employees qualifying under the Teacher Assistance Program have less than 90 days' experience within a three-year period. A pool of \$3,000 will be provided to meet the needs of individuals who exceed the experience level as defined herein. The association president and the Staff Development and Assessment Coordinator will manage this pool.

SECTION 4: PAYMENT FOR SERVICE ON DISTRICT COMMITTEES**District Curriculum Committees**

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

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

See the appendix for the K-12 **Curriculum Adoption and Review Cycle** timeline.

Building Curriculum Committees

The building curriculum committee's function will be to evaluate curriculum needs and instructional materials for each building in order to fulfill state Essential Academic Learning Requirements (EALRs), assessment requirements, district learning goals, and instructional decisions based upon each building's established goals.

The site will determine the size and composition of each building's curriculum committee. Each site council will determine the allocation of funds. Each building curriculum committee will be funded as follows: elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500.

Building curriculum committees will meet a minimum of six times each year. Minutes will be recorded at each meeting and will be kept at the buildings. For more information on Building Curriculum Committees, see the item in the appendix titled “Building Site Council Budget Items.”

District Curriculum Advisory Committees

Each district curriculum advisory committee’s function will be to review the decisions of the building curriculum committees, determine if the appropriate procedures have been followed, and determine if the building curriculum committee’s plans meet the goals of the Essential Academic Learning Requirements (EALRs), assessment requirements, and district learning goals. The committees will also be responsible to assist communication and transition among the instructional levels in each of the eight assessment strands and to serve as a resource on the latest curricular trends, research, and best practices in the field of teaching.

The curriculum advisory committees will reflect the eight curriculum strands of the state’s Essential Academic Learning Requirements (EALRs), with three of the strands (writing, reading, and communication) combined into one committee. The eight assessment strands are as follows:

- The Arts (visual and performing)
- Math
- Science
- Social Science
- Health and Fitness
- Writing/Reading/Communication
- Assessment
- Educational Technology

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

The association and district will collaborate on the selection process for the curriculum advisory committees.

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

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

Special Committees

In order to facilitate the district’s ability to respond to changing conditions, and to facilitate a comprehensive and inclusive decision-making process within the district, additional committees, referred to as “Special Committees,” may be established.

The district and association must agree upon the composition of, necessity for, and funding for all Special Committees. The district will provide to the association a list of Special Committees, members on those committees, and compensation for those committees.

Special Committees include, but are not limited to, the following: All-Day Kindergarten Study, High School Standards, Online Learning, Wellness, and World Languages.

Response to Intervention

An oversight committee will be formed to monitor RTI:

1. The committee will be made up of four members selected by KEA and four selected by KSD. In addition, two members will be mutually agreed upon.
2. The committee will report to Labor Management each Trimester.
3. The committee will be charged with the following responsibilities:
 - Ensure that collaboration time is provided for employees within the school day.
 - Provide training for impacted employees related to the development and maintenance of RTI programs.
 - Ensure that release time/compensation is being provided for RTI meetings.
 - Identify a variety of research based materials for each tier of instruction.
 - Monitor appropriate use of paraeducator time. Paraeducators will only implement lessons under the direction of an employee and will not create grade reports or lesson plans.

Training for New Instructional Programs

The district will make reasonable efforts to provide staff development training for employees who are assigned or involved in new instructional programs in the district. Training will be planned and made available to employees prior to implementation of the programs.

Tuition Reimbursement

Employees will be reimbursed for tuition costs according to the following guidelines:

- 1) For only those accredited college credits necessary to maintain endorsements and certification (semester credits will be converted to quarter credits prior to determining the reimbursement.)

Example: an employee needing 8.2 quarter credits to recertify who takes 10 quarter credits will be reimbursed only for the full or partial credits (in this case, 8.2 quarter credits) he or she needs to maintain certification.

- 2) To retrain and/or help recertify employees whose departments have declining enrollment or employees who need assistance to recertify.
- 3) For those employees assigned outside their endorsement(s).
- 4) For credits earned in an accredited master's degree program.

The district will contribute \$41,600 annually for these purposes. Employees will receive up to, but no more than, \$75 for each quarter credit, up to a total of 10 credits (\$750) 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 WEST-E test annually.

This fund may be used to reimburse a flat fee of \$500 to employees who hold Residency Certificates and are pursuing their Professional Certification.

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

National Board Certification

The district will give one 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 5: EMPLOYEE WORKLOAD

Staffing Formula

The district staffing formula is one classroom employee for each 25 students. Staffing is based on the initial enrollment for each semester.

For elementary grades, no music, reading, or other specialists will be counted in determining the employee/pupil ratio. Librarians, counselors, and any other school personnel who do not maintain a regular classroom will not be counted in the employee/pupil ratio.

Placement of IEP (Program 21) Students

The principal, in consultation with the affected classroom employee and the resource specialist, will determine the placement of an identified Program 21 student in a regular classroom.

In the assignment and placement of identified Program 21 students 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.

Mainstreaming IEP (Program 21) Students

The district will allocate \$20 per identified Program 21 student (excluding students receiving only speech and language services) per school year for the expressed purpose of providing materials to the regular classroom employee(s) involved in the mainstreaming of Program 21 students for use with Program 21 students.

This allocation will be distributed to each building in proportion to the number of identified Program 21 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.

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 times each year and may only be requested for Tuesdays, Wednesdays, and Thursdays. These hours must be spent in the employee's assigned building.

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

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

Case Management (Elementary Special Services personnel)

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

Case Management (Speech and Language Pathologists only)

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

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

School Nurses

1. A total of 22.5 additional per diem hours per nurse will be provided prior to the first student day of the school year for nurses to do cross-training, work on Individual Health Plans, and update and complete immunizations. This time will be logged and submitted to the Administrator in Charge of Nursing Supervision.
2. Nurses will be released from attendance at Building Professional Days and the Learning Improvement Day in order to develop Individual Health Plans for students, review students' immunization status, and discuss other related duties.
3. Paraeducator hours will be made available to nursing staff in the first months of the school year to be used specifically for assistance in working on Individual Health Plans, Immunizations and Health Screenings.

SECTION 6: CLASS SIZE

Overload Guidelines

The district will have the first five school days of each school year to make adjustments to class loads. These five days will not count for overload compensation. Overload compensation will begin on the sixth school day.

The following will apply to overload compensation:

- 1) Overload claims for each month must be submitted to the Human Resources Office **by the 10th of the following month**.
- 2) For the purposes of overload pay, a student will be counted when enrolled in class. In the event an employee learns he or she has had a Program 21 student in class who counts as 2.0 in his or her overload, the employee may claim overload **for up to 10 days** prior to learning he or she has had the Program 21 student in class. Payment will be made to the affected employee the month following the overload.

The district overload report covers the calendar month ending with the last school day of the month and will be submitted to the association president **no later than the 15th of the following month.**

Overloads will be equally distributed between grade level or subject matter area for all employees at each school.

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

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

Kindergarten and first grade classes will not exceed 25 students per class. In the event a class exceeds 25, provisions for overload will take effect.

Grade 2 and 3 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions for overload will take effect.

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

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

In the event combination rooms at the elementary level are established, they will be limited to 25 students grouped near the same reading level.

When a class, grades 2-5, reaches an enrollment count of 32, the Assistant Superintendent of Elementary Education will notify the association president.

Elementary Specialists

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

- 1) Workload per class: 25 students in kindergarten and first grade, 27 students in second through fifth grades.
- 2) A maximum of 50 classes per week. (This factor will be prorated to determine the hiring of music and health and fitness specialists.)

Calculating Overload at Secondary Schools (except Special Services)

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

In middle schools, employees will not exceed a maximum of 160 students per day of six instructional class periods or 187 students per day of seven instructional class periods, with a maximum of 30 students in any individual classroom.

In high schools, employees will not exceed a maximum of 140 students per day of five instructional class periods or a maximum of 168 students per day of six instructional periods, with a maximum of 30 students in any individual classroom.

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

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

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

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

In schools with five instructional class periods per day, fitness classes will not exceed a maximum of 32 students in any individual class; the maximum employee load will not exceed 160 students per instructional day. This provision does not include health classes that are held in individual classrooms.

In schools with six instructional class periods per day, fitness classes will not exceed a maximum of 30 students in any individual class; the maximum employee load will not exceed 180 students per instructional day. This provision does not include health classes that are held in individual classrooms.

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

Calculating Overload for Special Services

Special Services personnel will have the following workload:

- 1) Elementary, K-5
A maximum of 30 IEP students per full-time Special Services employee. At least 5.5 hours per day of paraeducator time will be provided.
- 2) Middle School 6-8
A maximum of 60 student periods per day of six class periods, with a maximum of 12 students in any individual classroom. At least 5.5 hours per day of paraeducator time will be provided.
- 3) High School 9-12
A maximum of 55 student periods per day of five class periods, with a maximum of 12 students in any individual classroom. At least 5.5 hours per day of paraeducator time will be provided.
- 4) District Special Services Programs

Preschool

A maximum of 16 students, plus at least 25 hours per week of paraeducator time.

Autism Self-Contained

A maximum of eight students, plus at least 12 hours per day of paraeducator time. When the class size exceeds eight students, the employee and the district coordinator of the Autism program will discuss choosing overload pay or adding a six-hour program needs paraeducator. When the class size exceeds 12 students, the employee and the district coordinator of the Autism program will discuss choosing overload pay or adding an additional six hour program needs paraeducator.

Autism-Inclusion

A maximum of 12 students, plus at least 18 hours per day of paraeducator time. When the class size exceeds 12 students, the employee will receive overload pay. When the class size reaches 16 students, the employee and the district coordinator of the Autism program will discuss additional overload pay or adding an additional 6 hour program need paraeducator.

Developmental Therapy

A maximum of seven students per half-day session, plus at least six hours per day of paraeducator time.

Lifeskills

A maximum of eight students, plus at least six hours per day of paraeducator time. When the class size exceeds eight students, the employee and the district coordinator of the Lifeskills program will discuss choosing overload pay or adding a six-hour program needs paraeducator. When the class size exceeds 12 students, the employee and the district coordinator of the Lifeskills program will discuss choosing overload pay or adding an additional six-hour program needs paraeducator.

Medically Fragile

A maximum of six students, plus six hours per day of nurse assistant/paraeducator time.

Occupational/Physical Therapists

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

Speech and Language Pathologists

A maximum of 50 students.

Calculating Overload for Classrooms with Program 21 Students

The most severely disabled Program 21 students (excluding students receiving services in the categories of communication disordered and/or specific learning disabled) will carry a weighting factor of 2.0 when an employee computes his or her overload, except when a one-on-one paraeducator accompanies a student.

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 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) Paraeducator time may be assigned, at the option of the employee. However, when paraeducator time is used, that time will consist of at least one-half day per classroom at the elementary level, or 30 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 - \$10 per student per student day, secondary - \$2 per student per class period.

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

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

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

Overload Compensation for Special Services

When an overload occurs in a Special Services class, 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 to take option 3 or to receive compensation.

- 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2) Students may be transferred.
- 3) Paraeducator time may be assigned at the option of the employee. However, when paraeducator time is used, the time will consist of at least one-half day per classroom at the elementary level or 30 minutes per period of overload at the secondary level. Paraeducator time will be generated outside existing programs.

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

- 1) Elementary (K-5)
Resource Program employees \$2.00 / student day
- 2) Secondary (6-12)
Resource Program employees \$2.00 / student hour <or> \$2.00 / student day
- 3) District Special Services Programs
Preschool \$20 / student week
Developmental Primary \$2 / student day
Autism \$10 / student day
Developmental Therapy \$5 / student day
Lifeskills \$10 / student day
Medically Fragile \$10 / student day
Occupational/Physical Therapists \$10 / student week
Speech & Language Pathologists \$10 / student week

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

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

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

SECTION 7: EMPLOYEE PARTICIPATION

Board Policy and Curriculum Development

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

Building Budget Committee

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

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

Student Behavior Committee

Each building site will have a student behavior committee. The principal and staff select representatives on the student behavior committee. A democratic process will be used to select bargaining unit representatives to the student behavior committee.

The student behavior standards, procedures, and other recommendations will be developed by the student behavior committee and will be submitted to the employees for approval.

SECTION 8: STUDENT DISCIPLINE

Students are expected to behave appropriately at school. Any employee may exclude from a classroom or activity any student who is creating a disruption that violates the school's or employee's discipline policies. A student can be excluded for the balance of a class period, an activity, or a school day. The student can not be excluded for more than two school days unless further disciplinary action is taken. Except in an emergency, an employee must attempt one or more alternative forms of corrective action prior to excluding a student.

The following is taken directly from school board policy #3313: "In no event without the consent of the employee may an excluded student return to the class during the balance of that class or activity period or up to the following two school days, or until the principal or designee and the employee have conferred. Parents of any student so removed from class will be notified as soon as possible by the employee/principal, giving details on the removal and the incidents which caused the removal."

The principal or the employee can request a conference to discuss a student's behavior with the student's parent or guardian.

Prior to a student's return to a classroom, the employee who excluded the student from the classroom will be informed of the disciplinary action taken against the student. Employees have the right to recommend stronger disciplinary action.

The district will provide diagnostic or therapeutic personnel and other support services, including separate adjustment classrooms, for the continually disruptive student. Readmission of a student to a regular classroom may take place upon demonstrated acceptable behavioral changes.

The district will require each principal, with staff input, to create a behavior alert communication process.

Student Behavior Committees will create a plan addressing the safety of the student, staff, and other students. The district will give each building the flexibility to create dress codes based on needs.

The board and the superintendent will support and uphold its employees in their efforts to maintain discipline in accordance with district discipline rules, which will be distributed to each employee at the beginning of the school year. The board supports the authority of employees to use prudent disciplinary measures for the safety and well being of pupils and employees. To maintain order and discipline, an employee may employ the reasonable use of physical restraint, as long as he or she does not violate board policies, state laws, or federal laws.

The district will conduct instructional meetings for employees concerning all applicable federal, state, and local laws; district rules, regulations, and procedures pertaining to student rights; employee rights; due process; and the processing of student discipline. These meetings will be held during the workday at no cost to the employee.

SECTION 9: SITE-BASED DECISION MAKING

The district values the participation of employees in the site-based decision making process. The purpose of site-based decision making is to improve student learning. The district and association share the commitment to create a positive culture within the district to support the participation of employees in shared decision making. The district and association will model collaboration by seeking mutually beneficial solutions to problems, disagreements, and negotiations.

To facilitate this culture, the district and association agree to the following:

- 1) The board, the administration, and the association must sign the terms and conditions established in the anchor agreements.
- 2) All schools should try to establish chartered (with bylaws and/or covenants) site councils approved by 70% or more of the employees who vote on the proposed charter.
- 3) A democratic process will be used to select the employees of the site council.
- 4) The district and association will agree to the terms and conditions of any variance procedure.
- 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 - \$1000; and Keewaydin Discovery Center - \$1000.

For more information on Building Site Councils, see the item in the appendix titled “Building Site Council Budget Items.”

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 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 May 1, preceding the year of implementation. Conference variances for both fall and spring conference dates are due to KEA and Human Resources 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 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 laws and other regulations. The committee may make recommendations to the site or the affected organization(s).

The association will notify the board of the approved variance. The board will then vote on the variance following its own procedures.

The duration of a variance is one school year and does not set precedent or establish past practice. The variance will expire **at the end of the school year for which it was approved.**

Renewing a Variance

To renew a variance, a site needs to submit data showing how the variance has improved or will improve student learning. It is necessary to repeat the procedure outlined above. If a site approves a renewal, the duration will be one school year.

Parameters for Variances

The district Site Council Committee has identified some areas of board policy, administrative procedures, and collective bargaining agreements that do not lend themselves to variances at this time. These include district expectations of student performance (as reflected in the district-approved curriculum); state and district student assessments and program evaluation measures; and established policies and procedures for the hiring, assignment, and transfer of current staff. Other areas include the board's mission statement and strategic plan, expenditure allocations as established by the board, and employee compensation. The general business structure of the association (i.e. definition of membership, association rights, dues

structure, and grievance process) is not subject to variances. Other areas that would not be subject to variances include employee discipline, personnel files, staff protection, and other legal obligations and commitments.

Furlough Days (November 9th, February 15th, May 24th) and all associated agreements continued from 2011-2012.

Memos of Understanding

TPEP: KEA and KSD will continue to collaborate regarding TPEP using the Charlotte Danielson model:

This Memo of Understanding (MOU) is to acknowledge that KEA and KSD will continue to work collaboratively on the Teacher and Principal Evaluation Pilot Program (TPEP) during the 2012-2013 school year.

- The Charlotte Danielson model framework shall be used.
- The TPEP Steering Committee will approve all processes and forms to be used in the pilot.
- An employee participating in the TPEP pilot who receives a Summative 1 (Unsatisfactory) will be moved back to the traditional evaluation system as outlined in the CBA (Certificated Bargaining Agreement).
- All employees participating in the TPEP pilot who receive a Summative 2 will be 'held harmless' in their evaluation, but will continue to receive professional development through the TPEP process and a Plan of Support will be written for them.
- Over the course of the 2012-2013 school year the TPEP Steering Committee will work together to monitor and adjust the forms and/or process, according to feedback from pilot participants.
- The TPEP evaluation system will be a five year cycle. Each employee will participate in the summative evaluation one time in each five year cycle.

Health Care:

This agreement applies to the period of October 1, 2012 through September 30, 2013. The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington laws Ch. 3 -ESSB 5940.

- Employees who elect to medical coverage must pay a minimum out of pocket premium.
- Employees not paying any out of pocket costs will pay one (1) percent based on the following formula : Plan Premium x 1% x FTE% = minimum employee monthly out of pocket cost.
- The dollar amount collected in the above formula will be pooled for out of pocket costs for employee spouse, employee children or family coverage.
- An employee with medical insurance coverage through the district offered Quality High Deductible Health Plan (QHDHP) can self fund to a Health Savings Account-HSA.

This Memorandum of Understanding shall be in effect October 1, 2012 and shall remain in effect until September 30, 2013.

WAKID's Assessment:

The purpose of this memorandum of understanding (MOU) is to list accommodations to be made in 2012-2013 for Full Day Kindergarten (FDK) teachers to provide time for the WAKID's assessment.

- The first two days of school will be conference days for the FDK teachers.
- October 12, 2012 students will not attend school to provide time to enter data related to the WAKID's assessment. This will apply to the 2012-2013 school year only.
- The requirement for mid-trimester reports to be completed in October will be waived for the 2012-2013 school year.