

# CERTIFICATED COLLECTIVE BARGAINING AGREEMENT



**Kennewick  
Education  
Association  
And  
Kennewick  
School  
District**

**COLLECTIVE BARGAINING AGREEMENT**

**2013-2016**

## Table of Contents

### **ARTICLE I- ADMINISTRATION**

SECTION 1: EXCLUSIVE RECOGNITION.....	Page 2
SECTION 2: VIABILITY OF SIGNED AGREEMENTS.....	Page 2
SECTION 3: CONFORMITY TO LAW.....	Page 2
SECTION 4: STATUS OF THE AGREEMENT.....	Page 2
SECTION 5: CONTRACT COMPLIANCE.....	Page 2
SECTION 6: MAINTENANCE OF BENEFITS.....	Page 3
SECTION 7: PRINTING AND DISTRIBUTION OF AGREEMENT.....	Page 3
SECTION 8: MANAGEMENT RIGHTS.....	Page 3
SECTION 9: SUBCONTRACTING.....	Page 3

### **ARTICLE II- BUSINESS**

SECTION 1: PAYROLL DEDUCTIONS.....	Page 4
Fair Share Representation Fee (RCW 41.59.100)	
SECTION 2: OTHER DEDUCTIONS.....	Page 4
SECTION 3: ASSOCIATION RIGHTS.....	Page 5

### **ARTICLE III- PERSONNEL**

SECTION 1: EMPLOYMENT OF CERTIFICATED EMPLOYEES.....	Page 6
SECTION 2: ACADEMIC FREEDOM.....	Page 6
SECTION 3: CERTIFICATED EMPLOYEE RIGHTS.....	Page 6
Individual Rights	
Right to Join and Support Association	
Right to Due Process	
SECTION 4: PERSONNEL FILES.....	Page 7
SECTION 5: EVALUATION PROCEDURES.....	Page 7
SECTION 6: PROBATIONARY PROCEDURES.....	Page 7

SECTION 7: GRIEVANCE PROCEDURE.....Page 8

Definitions

Procedures and Steps

Freedom from Reprisals

Powers of Arbitrator

Election of Remedy

Release Time

SECTION 8: LAYOFF AND RECALL.....Page 10

Layoff Procedure

Ties in Seniority

Evaluation Notation

Recall

SECTION 9: ASSIGNMENT AND TRANSFER.....Page 11

Definition of Terms

Ties in Seniority

District Seniority List

Certificated Staff Hiring Procedures

In-Building Placement Procedure

Procedures for Opening a New School

Vacancies for the Subsequent School Year

Vacancies During the School Year

Administrative Transfers

SECTION 10: STAFF PROTECTION..... Page 15

Threats to an Employee

Property Damage

Personal Injury

Hepatitis B Inoculations

Safety Issues

Copyrights and Patents

SECTION 11: CONTRACTS, WORKDAY AND PAYMENT.....Page 17

Continuing Contracts

Non-continuing Contracts

Employees On Special Assignment (TOSA's)

Substitute Employees

Job Sharing

Copies of Contract

Payment

Length of Contract

Length of Workday

In-building Substitute Coverage

Release from Contract

SECTION 12: SALARIES.....	Page 20
29 <sup>th</sup> Year Employee Compensation	
Career and Technical Education Teacher Salary	
Time, Responsibility and Incentive (TRI)	
Additional Per Diem Hours for Specialists	

SECTION 13: ADDITIONAL RESPONSIBILITIES.....	Page 24
Division Chairperson Stipend	
Curriculum Rate	
Additional Responsibility Schedule	
Teacher in Charge	
Advisory	
Summer School and Tri-Tech Summer School	
Academic Excellence	
Supplemental Contracts	

SECTION 14: INSURANCE BENEFITS.....	Page 26
Health Care Allotments	
Eligibility	
Programs	
Enrollment Period	
Sharing Health Care Contributions	
Health Care Pool	
Health Care Authority (“carve-out”)	
VEBA Health Reimbursement Plan	
VEBA Sick Leave Conversion Medical Reimbursement Plan	

SECTION 15: LEAVES.....	Page 28
Sick Leave	
Maternity Leave	
Parental Leave	
Adoption Leave	
Bereavement Leave	
Personal Leave Days	
Personal Leave Days	
Jury Duty and Subpoena Leave	
Leaves of Absence	
Political Leave	
Leaves for Professional Meetings and Travel	
Association Leave	

SECTION 16: CALENDAR, WORK YEAR.....	Page 32
Elementary and High School Calendars	
Report Card Preparation	
Conference Days	
Early Release	

SECTION 17: EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING...	Page 33
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## ARTICLE IV- INSTRUCTION

SECTION 1: PROFESSIONAL DEVELOPMENT.....	Page 34
District Professional Development Committee	
Individual Professional Development Funds	
Building Staff Development Coordinators	
Building Professional Development Committees	
Voluntary Participation	
SECTION 2: PEER ASSISTANCE AND RESOURCES (PAR) .....	Page 36
Peer Assistance and Resources Panel (PAR Panel)	
Consulting Peer Educators (CPEs)	
Induction and Pre-assessment Classes	
Intervention and Assistance Plan	
Self-Referral	
Confidentiality	
Problems Not Referred to the PAR Program	
Contract Rights	
SECTION 3: PAYMENT FOR SERVICE ON DISTRICT COMMITTEES.....	Page 40
District Curriculum Committees	
Building Curriculum Committees	
District Curriculum Advisory Committees	
Special Committees	
Response to Intervention	
Training for New Instructional Programs	
Tuition Reimbursement	
National Board Certification	
SECTION 4: EMPLOYEE WORKLOAD.....	Page 42
Staffing Formula	
Placement of IEP (Program 21) Students	
Mainstreaming IEP (Program 21) Students	
Team-taught Classes	
Inclusion Classes	
Paid Substitutes for Case Management (classroom Special Services teachers only)	
Case Management (Elementary Special Services Personnel)	
Case Management (Speech and Language Pathologists only)	
School Nurses	

SECTION 5: CLASS SIZE.....	Page 44
Overload Guidelines	
Calculating Overload at Elementary Schools (except Special Services and Elementary Specialists)	
Elementary Specialists	
Calculating Overload at Secondary Schools (except Special Services)	
Calculating Overload for Special Services	
Calculating Overload for Classrooms with Program 21 Students	
Calculating Overload for Regular Education/ Special Services	
Team-taught Classes in Middle School	
Overload Compensation (except Special Services)	
Overload Compensation for Special Services	
SECTION 6: EMPLOYEE PARTICIPATION.....	Page 49
Board Policy and Curriculum Development	
Building Budget Committee	
Student Behavior Committee	
SECTION 7: STUDENT DISCIPLINE.....	Page 49
SECTION 8: SITE-BASED DECISION MAKING.....	Page 50

# Terms of Agreement Extracurricular 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.

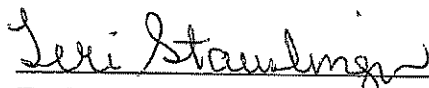
This agreement was bargained in accordance with RCW 41.59, the Educational Employment Relations Act and will remain in full force and effect **from Sept. 1, 2013, up to and including Aug. 31, 2015.** Either party may, upon written notice **no later than 60 days before the date of expiration**, give notice 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 eleventh (11<sup>th</sup>) day of September, 2013.



**Dawn Adams, President**  
KSD No. 17 Board of Directors



**Teri Staudinger, President**  
Kennewick Education Association

## **Bargaining Team**

Dave Bond  
Ronny Coleman  
Casey Gant  
Bev Johnson-Torelli  
Julie Ann Nelson  
Vic Roberts  
James Tobery  
Ron Williamson

## **Bargaining Team**

Teri Staudinger  
Cheryl Culwell  
Phill Dron  
Darlene Harris  
Doug Minnich

Recorder: Linda Tucker

The Kennewick Education Association Ratified: September 5, 2013

The Kennewick School Board Adopted: September 11, 2013

# 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.

40 **SECTION 6: MAINTENANCE OF BENEFITS**

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

45 **SECTION 7: PRINTING AND DISTRIBUTION OF AGREEMENT**

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

50 **SECTION 8: MANAGEMENT RIGHTS**

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

54 **SECTION 9: SUBCONTRACTING**

55 The board will not subcontract work performed by members of the bargaining unit, as covered under the  
56 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

100 administered by a third party will be made available. Those who participate will pay all charges associated  
101 with the programs administered by a third party. Section 125 deductions will be from gross earnings and  
102 are not subject to income or social security taxes. Employees should be aware that deductions under  
103 Section 125 might adversely affect social security calculations.

### 104 **SECTION 3: ASSOCIATION RIGHTS**

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

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

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

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

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

116 The association may appoint at least one grievance representative at each of the district schools and/or  
117 other facilities where employees in the bargaining unit work. This representative will assist employees in  
118 the bargaining unit on matters related to grievances. Representatives of the association who participate  
119 during working hours in grievance-related proceedings, conferences, or meetings with representatives of  
120 the district will suffer no loss in pay. The association will notify the district of the individuals to be  
121 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 and 29<sup>th</sup>-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

Methodology and style of teaching shall not be restricted provided; such is effective and appropriate to the level and/or subject being taught. Methodology of teaching will be considered to be the way in which the employee delivers the District adopted curriculum. Nothing in this language is intended to prevent a discussion between a principal and a teacher about specific teaching methodologies.

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**

See MOU in the appendix of this contract.

#### **SECTION 6: PROBATIONARY PROCEDURES**

See MOU in the appendix of this contract.

## 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.

383 **Ties in Seniority**

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

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

392 **District Seniority List**

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

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

399  
400 **Certificated Staff Hiring Procedures:**

401 See Certificated Contract Appendix for further information  
402

403 **In-building Placement Procedure**

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

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

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

412 Principals will notify the Human Resources office when they are aware of vacant positions in their  
413 building. The vacancies will be placed on the Employment page of the District website during the summer  
414 vacation with the notation that the job is open for the first three business days to in-building staff only.  
415 The Human Resources office will send an email to the principal when the job has been posted. All open  
416 positions will be posted for a minimum of eight (8) business days unless an in-building employee is  
417 selected.

## **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

471 **Vacancies During the School Year**

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

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

475 The district will post vacancies occurring during the school year.

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

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

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

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

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

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

494 **Administrative Transfers**

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

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

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

503 The preparation time must be scheduled within one week of the transfer date. An employee who is  
504 required to transfer during the school year may request the assistance of the Maintenance and Operations  
505 Department to help move the transferee's instructional materials. When an employee is involuntarily  
506 transferred outside the school year, he or she will be reimbursed for the move according to the following:  
507 7.5 hours at the curriculum rate for out-of-building transfers and 3.75 hours at the curriculum rate for in-  
508 building transfers. For staff members who have large amounts of curriculum materials and supplies to  
509 move--such as Librarians and P.E. teachers--additional time will be granted at the District's discretion.

510 When opening a new school creates a loss of positions at other buildings, the superintendent will place on  
511 file in the Human Resources office the proposed staffing plan of the school, as soon as the plan is  
512 available. An organizational plan will be developed to determine the estimated positions at the new  
513 school, along with the required qualifications for each position. The district and the association will meet  
514 to determine appropriate procedures for identification of employees to be considered for transfer.

515 **SECTION 10: STAFF PROTECTION**

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

519	General Liability Bodily Injury	\$300,000 per occurrence
520	General Liability Property Damage	\$100,000 per occurrence
521	Automobile Liability Bodily Injury	\$250,000 per person
522		\$500,000 per occurrence
523	Automobile Liability Property Damage	\$100,000 per occurrence

524 Errors and Omissions Liability Insurance coverage will provide limits as follows: \$500,000 per occurrence;  
525 \$500,000 aggregate.

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

529 **Threats to an Employee**

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

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

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

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

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

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

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

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

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

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

#### 570 **Property Damage**

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

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

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

#### 584 **Personal Injury**

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

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

#### 595 **Hepatitis B Inoculations**

596 The district agrees to pay up to \$6,000 annually for all employees who are not listed on the district  
597 exposure control plan who wish to receive Hepatitis B inoculations. Employees who are not included in  
598 the district exposure control plan will be expected to use their insurance to pay for their inoculations and

599 be reimbursed by the district for what was not paid for by insurance. Employees will be expected to  
600 provide proper documentation prior to reimbursement.

601 **Safety Issues**

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

604 The district will ensure that confidential student files about students who have been suspended or  
605 expelled are kept at each building. Each building's staff will be made aware of the availability of these files.  
606 Each building will have a student behavior committee or other committee that meets quarterly and  
607 publishes a report about their meeting. In addition, teachers will be made aware of students who are  
608 potentially dangerous before the student is placed in the teacher's classroom.

609 **Copyrights and Patents**

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

614 **SECTION 11: CONTRACTS, WORKDAY, AND PAYMENT**

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

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

621 Employee contracts are defined below.

622 **Continuing Contracts**

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

626 **Non-continuing Contracts**

627 **Leaves**

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

633 **Retire-Rehire**

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

636 **Employees On Special Assignment (TOSAs)**

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

640 CPEs in the PAR Program are TOSAs as defined in Article IV, Section II of this contract. CPEs are not  
641 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.

686 **Length of Workday**

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

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

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

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

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

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

- 710 1. When continuous blocks of student contact time are 2.5 hours or longer and not separated by a five (5) minute  
711 passing time without student supervision, recess or other breaks in the daily schedule, employees may request  
712 regularly scheduled coverage.  
713 2. Employees may request regularly scheduled coverage when their classrooms are in portables without bathroom  
714 facilities, or when bathroom facilities are not within a short walking distance.  
715

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

- 717 1) All elementary staff will have 195 minutes per week during the student day for  
718 preparation/conference time. Preparation/conference time will be in blocks of not less than 30  
719 continuous minutes, with one block of at least 45 minutes per week. In addition, at least 30  
720 minutes will be provided prior to the commencement of the student day.  
721 2) An employee teaching at the secondary level will be provided at least one instructional period a  
722 day during the regular student day. Any change in the current length of preparation time will be  
723 addressed through Labor Management meetings.  
724 3) On early release or late start days, preparation time cannot be guaranteed. Release time during  
725 normal planning time will be counted as planning time. Preparation/conference time will not be  
726 assigned or contracted to other duties, unless mutually agreed to by the employee and the  
727 employer.  
728 4) Preparation/conference time is intended to provide time and flexibility to teachers in order for  
729 them to fulfill their job responsibilities. As well, KEA recognizes the rights and needs of  
730 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.

### **29<sup>th</sup>-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, 29<sup>th</sup>-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 29<sup>th</sup>-Year Mentor program. Mentor projects will not be limited to the options in the database. Membership on the committee may fulfill the requirements for 29<sup>th</sup>-Year Mentors.

A plan, information, documentation, and application to the program will be completed by the October payroll cutoff date of the 29<sup>th</sup> year, and each year thereafter. At the time of submission (to the 29<sup>th</sup> Year Committee), the employee will give a copy of his/her plan to the building principal. 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. 29<sup>th</sup> 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).

820 Time, Responsibility, and Incentive (TRI)

821 Extra Time

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

- 824 1) 7.5 hours the last weekday before school starts.
- 825 2) 7.5 hours for the annual parent/employee/student conference day, to be held between the hours  
826 of 12:30 p.m. and 8 p.m.
- 827 3) 7.5 hours for the Focus on Instruction Day, as agreed upon by the district and the association,  
828 commensurate with goals of the district's strategic plan.
- 829 4) 7.5 hours for building professional development activities. These activities must be related to each  
830 building's school improvement plan or be a condition of employment. During years when/if it is  
831 mutually agreed upon by the district and the association, these activities may be used in no less than  
832 3.75 hour increments, as determined by each building's principal in consultation with the building's  
833 staff or site council
- 834 5) Up to 3.75 hours for safety and/or required training and 3.75 hours for employees to work  
835 individually in their buildings preparing their classrooms for the school year, for a total of 7.5 hours.
- 836 6) 15 hours for district/building professional development activities. These are the former state funded  
837 LID days.
- 838 7) 7.5 hours for district professional development activities related to TPEP, Common Core, or other  
839 current topics in education (beginning in 2013-14).
- 840 8) 3.75 hours for building professional development activities related to TPEP, Common Core, or other  
841 current topics in education beginning in 2013-14).
- 842 9) 7.5 hours for TPEP training funded by the state for 2013-14 only. This day only exists for the 2013-14  
843 school year unless the state specifically funds it again in following years.
- 844 10) 3.75 hours for attendance at Open House (beginning in 2014-15).
- 845 11) 3.75 hours for building professional development activities (beginning in 2014-15)
- 846 12) 3.75 hours for building professional development activities (beginning in 2015-16).

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

850 Responsibility

- 851 1) 93.75 per diem hours (12.5 per diem days) will be paid on a Responsibility Schedule (formerly TRI  
852 Schedule) for self-development and/or job responsibilities, including TPEP self-evaluation and goal  
853 setting.

854 In 2014-15, the number of per diem hours will increase to 97.5 (13 per diem days).

855 In 2015-16, the number of per diem hours will increase to 101.25 (13.5 per diem days).

856

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

860 **Responsibility Schedule (formerly TRI Schedule)**  
861 Salary payment for provisions listed in the Responsibility section will be included on a Responsibility  
862 Schedule. Payment for these responsibilities will be made in three equal payments distributed at the end  
863 of November, March, and June.  
864 Employees must submit to the Human Resources office a Responsibility Schedule form on or before the  
865 last business day in September. Employees must keep a personal record of the hours they worked. Failure  
866 to provide documentation, when requested by auditors, may result in the employee reimbursing the  
867 district for all or part of the Responsibility pay.  
868 Employees hired after the beginning of the school year or returning from a leave will have 45 calendar  
869 days to fill out a Responsibility Schedule form and will be subject to all the provisions listed above.

870  
871 **Additional Per Diem Hours for Special Services Resource Room Teachers**  
872

873 Additional IEP hours will be provided to Special Services resource room teachers annually for purposes of IEP  
874 writing and preparation, testing, special services related meetings and other duties as required by the special  
875 education program. IEP hours may be submitted for payment at the per diem rate, according to the following  
876 schedules:

877 # of Assigned IEPs	# of Hours
878 Up to 30	7.5
879 31-35	11.25
880 36-40	15
881 41-45	18.75
882 46-50	22.5
883 51-55	26.25
884 56+	30

885  
886 **Psychologists**  
887 Days beyond 180 will be paid at an employee's per diem rate. Psychologists will receive 10 extra days.  
888 The district will provide to school psychologists a maximum of 60 hours for work that cannot be  
889 completed during the normal contracted workday. This time will be logged and submitted to the  
890 administrator of Special Services for authorization. Payment will be prorated based on the employee's per  
891 diem rate.

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

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

902 Librarians, Elementary Counselors, and Career and Technical Education Employees

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

906 Secondary Counselors

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

910 **SECTION 13: ADDITIONAL RESPONSIBILITIES**

911 **Division Chairperson Stipends**

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

914 Art

915 Career and Technical Education – 3 representatives

916 Counseling

917 Health & Fitness

918 Language Arts

919 Library

920 Mathematics

921 Music/Performing Arts

922 Science

923 Social Studies

924 Special Services

925 World Languages

926 One Position (to be determined by each building)

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

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

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

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

937 **Curriculum Rate**

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

940 **Additional Responsibility Schedule**

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

946 **Teacher in Charge**

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

951 **Advisory**

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

958 Advisory will not be subject to observations or evaluations.

959 **Summer School and Tri-Tech Summer School**

960 Employees who teach in the basic education summer school program will be paid at an hourly rate of  
961 .0009 of the base salary on the Washington State Salary Allocation Schedule.

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

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

967 **Academic Excellence**

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

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

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

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

978 **Supplemental Contracts**

979 **Co-curricular Activities**

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

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

985

986

987

988

## 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.

1032 All employees are eligible to participate in the Section 125 flexible pay plan. Participation may include out-  
1033 of-pocket premium costs for one or more district-approved insurance plans.

1034 **Sharing Health Care Contributions**

1035 Spouses/domestic partners who are both employees of the district may choose to combine their district  
1036 contributions to cover the cost of the insurance options they select.

1037 Spouses/ domestic partners who are both employees of the district but are in different district employee  
1038 groups may choose to combine their district contributions to cover the cost of the insurance options they  
1039 select, provided the group's contract allows sharing health care contributions. Any funds that remain after  
1040 they have combined their district contributions will be prorated and divided between the health care pools  
1041 of the groups to which they belong. This provision is contingent on language in other district group  
1042 contracts.

1043 Employees who share health care contributions will continue to share health care contributions until one  
1044 of the employees contacts the district to request a change.

1045 **Health Care Pool**

1046 The district will establish a pool of money to help defray health care costs. The district contribution to the  
1047 health care pool is \$390,000.

1048 After each employee has made a selection of benefits, his or her individual allotment from the state health  
1049 care fund will be deducted from the total state health care fund. Any money left in the state health care  
1050 fund will be pooled with the additional \$390,000 from the district.

1051 **Insurance Tiers**

- 1052 1) Those employees who choose single coverage will receive individual monthly allotments of up to  
1053 \$16 from the pool to cover out-of-pocket expenses.
- 1054 2) After the funds in provision #1 have been removed from a partial pool of \$290,000, the remaining  
1055 funds will be equally divided into monthly allotments for employees who choose plans other than  
1056 single coverage.
- 1057 3) \$90,000 of the overall health care pool will be divided and added to the monthly allotments of  
1058 those members who choose coverage for themselves and their spouses or domestic partners or for  
1059 those members who choose full family coverage, which includes spouses or domestic partners.
- 1060 4) A fund of \$10,000 will be set aside to help defray insurance costs for those employees whose  
1061 insurance costs increase after Oct. 1 as a result of changes in family status or an employee's  
1062 spouse's/ domestic partner's job status. Employees who receive money from this fund can only  
1063 receive up to the same amount of assistance given to people accessing the other part of the health  
1064 care pool. Any funds remaining in this budget at the end of the fiscal year will be rolled into the  
1065 largest part of the health care pool on an annual basis.

1066 **Health Care Authority (the "carve-out")**

1067 The Health Care Authority contribution will be paid in full by the district.

1068 **VEBA Health Reimbursement Plan**

1069 The district and association have adopted the VEBA Health Reimbursement Plan. The district agrees to  
1070 facilitate employee contributions to the plan and will add 10 cents for each dollar contributed by each  
1071 employee, according to the VEBA age-based contribution rates, as applied to the program in 2007-08.  
1072 Each eligible employee must submit a completed and signed membership enrollment form to become a  
1073 plan participant and be eligible for benefits under the plan.

1074 Organization and management of the plan will be subject to the mutual agreement of the district and  
1075 association. A copy of the Memorandum of Understanding between the district and association about  
1076 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.

1121 Sick leave will be granted to employees, as needed, for unexpected emergencies that require immediate  
1122 action. Emergencies could include the need to handle business that arises as a result of the death of a  
1123 relative or household member, as defined in this section. Employees may be required to provide proof of  
1124 death.

#### 1125 Sick Leave Cashout

1126 Employees may cash in unused sick leave above an accumulation of 60 days from the previous years'  
1127 accumulation at a ratio of one full day's monetary compensation for four accumulated sick leave days. At  
1128 the employee's' option, he or she can cash out his or her unused sick leave days in January of the school  
1129 year following any year in which a minimum of 60 days of sick leave is accrued, and each January  
1130 thereafter at the rate of one day's monetary compensation of the employee for each four full days of  
1131 accrued sick leave. The employee's sick leave accumulation will be reduced four days for each day  
1132 compensated. No employee may receive compensation for sick leave accumulated in excess of one day per  
1133 month.

1134 At the time of separation from school district employment due to retirement or death, an eligible  
1135 employee or the employee's estate will receive remuneration at a rate equal to one day's current monetary  
1136 compensation of the employee for each four days of accrued sick leave for illness or injury. For the  
1137 purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under  
1138 Washington State Employees Retirement System.

1139 All sick leave will be cashed out as allowed by RCW 28A.400.210 and RCW 28A.400.212.

#### 1140 Sick Leave Sharing

1141 The following definition will be used to implement sick leave sharing, in accordance with WAC 392-126-  
1142 006: Sick leave sharing will be made available to an employee who is suffering from or has a relative or  
1143 household member suffering from an extraordinary or severe illness, injury, impairment, or physical or  
1144 mental condition which has caused or is likely to cause the employee to take leave without pay or  
1145 terminate his or her employment. The district will provide a form for qualified employees to make written  
1146 application for donated leave and a form for qualified employees to donate sick leave.

1147 To be eligible for donated sick leave, the following provisions must be met:

- 1148 1) The employee's job is one in which annual and/or sick leave can be accrued and used.
- 1149 2) The employee is not eligible for time loss compensation under Chapter 51.32 RCW.
- 1150 3) The employee has abided by district policies in his or her use of sick leave.
- 1151 4) The employee has exhausted, or will exhaust, his or her personal leave and sick leave.

1152 The following procedures will be used to implement sick leave sharing:

- 1153 1) In any 12-month period, employees who have accumulated more than 176 hours of sick leave may  
1154 donate up to six accumulated sick leave days to other employees. The employee donating the days  
1155 will specify the number of days to be donated. The district and association will develop procedures  
1156 necessary to implement this. No transfer of sick leave will cause the affected employees' sick leave  
1157 accumulation to fall below 176 hours.
- 1158 2) No employee will receive more than 180 days of donated leave per contract year.
- 1159 3) In the event the employee does not use all the donated leave, the unused donated leave will be  
1160 returned to the donors within 30 days after the use of the donated leave ceases, using a first in/first  
1161 used procedure. For this purpose, donated leave will be dated when received, and used as received.  
1162 Days remaining and not used will be returned to later donors in reverse order.
- 1163 4) An employee using donated leave will receive their usual pay and benefits.
- 1164 5) Except for the procedures in #3 (above), the donor will be required to execute a waiver to ask for  
1165 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 thirty days prior to the commencement of the leave. The written request for maternity leave should include a statement about the expected date of return to employment. The leave will commence and terminate at the discretion of the employee, in consultation with 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.)

1208 **Personal Leave Days**  
1209 An employee will be entitled to a maximum of three days of personal leave with pay, provided the building  
1210 principal is notified at least three contract days before the expected absence. The three-day requirement  
1211 may be waived at the discretion of the building principal.  
1212 The number of employees at each school who may be gone for personal leave on any given day is as  
1213 follows: two employees per elementary school, three employees per middle school, and four employees per  
1214 high school.  
1215 Employees are strongly encouraged not to take personal leave during the month of May and on the first  
1216 and last days of school.  
1217 Any employee may, at his or her discretion, convert one personal leave day for 7.5 per diem hours, two  
1218 personal leave days for 15 per diem hours, or three personal leave days for 22.5 per diem hours.  
1219 Application for these per diem hours must be made to the district Human Resources office no earlier  
1220 than March 15, and no later than on the last day of school. These hours are not included in the  
1221 Responsibility Schedule. To claim these hours, employees must submit a per diem hour form to the  
1222 payroll office on or before August 1.  
1223 Employees may elect to bank three personal leave days for two consecutive years, not to exceed five banked  
1224 days. A maximum of five days may be used consecutively.  
1225       **Example:** an employee who banks two personal days in year one and three personal days in year two  
1226       (or vice-versa) will have a total of eight days in year three - five banked, plus three current personal  
1227       days.  
1228 Requests for banked leave will be granted on a first-come, first-served basis, up to the limit of 75 employees  
1229 each year. These days may be used for special circumstances but must be used or cashed out within two  
1230 years using the cash out process. Employees who wish to bank personal leave must fill out a district  
1231 application form each year.  
1232 If an employee does not choose to apply for per diem hours or for banking, he or she will be cashed out at  
1233 one-half his or her per diem rate at the end of the school year.  
1234 Employees who notify the School District of their intent to retire or resign no later than March 15 will be  
1235 granted a fourth personal day upon receipt of the letter and approval by the School Board. This day may  
1236 be cashed out at 50% or converted to 7.5 hours of work involving cleaning up the classroom at the end of  
1237 the year. The intent to retire or resign letter should specify whether the employee is choosing the cash out  
1238 option or the classroom cleaning option. The fourth personal day will be paid in the June paycheck.  
1239 **Jury Duty and Subpoena Leave**  
1240 Leaves with pay will be granted for jury duty. Employees will notify the district when notification to serve  
1241 jury duty is received.  
1242 Leaves with pay will be granted when an employee is subpoenaed to appear in a court of law.  
1243 **Leaves of Absence**  
1244 The board may grant a leave of absence of up to one year to employees at the recommendation of the  
1245 superintendent. The leave may be renewed for a second year by written request to the board. Employees  
1246 On Special Assignment (TOSAs) are not subject to the two-year limit on leaves.  
1247 A leave of absence, if granted, will state the provisions for re-employment. An employee who has been  
1248 granted a leave will be re-employed in the same or a similar position, provided the administration contacts  
1249 the employee on leave no later than March 1 of the year in which he or she is to return. The employee  
1250 will notify the superintendent of his or her intent to return to employment with the district no later than  
1251 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.

1296 **Conference Days**  
1297 Each employee involved in conferences during the fall and spring will be on a flexible workday to  
1298 accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the  
1299 conferences, provided the time does not exceed the total hours allotted for conferences. Every effort will  
1300 be made to schedule conferences within the contracted workday. The employee will not be required to  
1301 remain at school during non-scheduled conference times when parent conferences are scheduled outside  
1302 the workday.

1303 **Kindergarten conferencing**  
1304 The first two regularly-scheduled school days will be reserved for kindergarten parent conferences, unless  
1305 modified using variance procedures.

1306 Each fall, kindergarten employees will have the equivalent of four school days for parent conferencing,  
1307 which is two days for each half day of kindergarten. One of those days is taken from existing per diem  
1308 time, as per Article III, Section 12.

1309 Each spring, kindergarten employees will have the equivalent of two school days for parent conferencing,  
1310 one day for each half day of kindergarten.

1311 **Grade 1 through Grade 5 conferencing**  
1312 Each fall, employees in grades 1 through 5 will have the equivalent of two full days for parent conferencing.  
1313 One of those days is taken from existing per diem time, as per Article III, Section 12.

1314 Each spring, employees in grades 1 through 5 will have the equivalent of one day for parent conferencing.

1315 **Grade 6 through Grade 8 conferencing**  
1316 Each fall, there will be the equivalent of two days for parent conferencing. All-day conferences will be  
1317 scheduled no sooner than two weeks from the end of the first quarter.

1318 Each spring, there will be one early release day for parent conferencing.

1319 **Grade 9 through Grade 12 conferencing**  
1320 Each year, there will be the equivalent of one full day for parent conferencing.

1321 **Early Release**  
1322 Early release is granted the day before Winter Break when the duration of the break is less than two weeks.  
1323 The day before Thanksgiving will be an early release day. Early release for employees will be one-half hour  
1324 after students are released, which will occur no later than 1:00 p.m. Employees will complete assigned  
1325 contractual duties.

1326 Early release on the last day of school will be two hours after student release, provided employees have  
1327 completed assigned contractual duties and the regular workday will not be extended.

1328

## 1329 **SECTION 17: EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING**

1330

1331 If it becomes necessary to close schools because of weather or emergency situations, the district will notify  
1332 local radio stations by 6:00 a.m. If school has begun for the day and early dismissal is required, employees  
1333 will be dismissed immediately following students. No employee will be required to report for work on a  
1334 day when student attendance in the building has been suspended for emergency reasons. In cases of  
1335 delayed openings, employees will be required to report for work no earlier than 30 minutes prior to the  
1336 planned arrival of students. If makeup days are required, the district and the association will mutually  
1337 agree upon the dates. No employee will be subjected to loss of pay or benefits due to non-attendance on  
1338 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.—Make district professional development recommendations.
- 2) Coordinate the annual district summer professional development conference.
- 1) Support building professional development coordinators in their work at the building level.
- 2) Coordinate and share with staff any district professional development opportunities.
- 3) Provide input to district and association bargaining teams in issues related to staff development.
- 4) Encourage professional growth.

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

The District Professional Development Committee will be composed of three elementary employees ( two must be classroom employees); 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 during the school day a minimum of five times during the school year.

### **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; clock hours; substitutes; registration fees (and associated fees for attendance at seminars, workshops, or courses that directly relate to enhancing adult training for classroom duties, including, but not limited to the PAR Induction classes; 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. Individual professional staff development money must be expended before May 1<sup>st</sup> if the use of substitutes is necessary.

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

1381 funds must submit the appropriate form to the Staff Development and Assessment Coordinator on or  
1382 before the last working day in April. Banking is limited to two years, and employees must use all of their  
1383 banked funds prior to the end of the second year. However, only \$300 may be spent for reimbursement  
1384 purposes, as the intent of banking is to help pay for conferences at the regional, state or national level,

1385 **Building Staff Development Facilitators**

1386 Staff development facilitators from each building will be compensated commensurate with district  
1387 curriculum committees.

1388 **Building Professional Development Committees**

1389

1390 The building principal/supervisor and a representative from the building, as selected by the association  
1391 president, will collaboratively select a master employee who will serve as the Building Professional  
1392 Development Coordinator on an annual basis. In the event a building principal and an association  
1393 representative from that building do not agree on the selection of a master teacher, the parties will have  
1394 the matter decided jointly by the superintendent or designee and the association president.

1395

1396 Each building will have a professional development committee with at least three employee representatives  
1397 selected by employees in that building or a site council that manages the building professional  
1398 development funds. The building's professional development committee may also be coordinated by the  
1399 site council when the staff development coordinator is a member of the site council.

1400

1401 The elementary representatives will reflect the grade levels and programs in the building.

1402 At the secondary level, representatives will be from various departments or subject areas. The principal or  
1403 an assistant principal will also serve on the Building Professional Development Committee or Site  
1404 Council. The building committees will meet during the employee workday.

1405 Itinerants from Special Services and Nurses - bargaining unit employees assigned to more than one  
1406 building will form a committee to serve in the same capacity as the building committees. The committee  
1407 will consist of the immediate supervisor and at least three employees selected in a representative manner.

1408 The professional development coordinator will work with the principal/supervisor to:

- 1409 1) Provide training to building staff on the Instructional Framework.  
1410 2) Annually survey the needs of staff in the building  
1411 3) Develop a building plan and program to address the identified needs  
1412 4) Coordinate the professional development funds to support the building plan.  
1413 5) Communicate district level professional development to staff and/or site council.  
1414 6) Communicate the program and plans of the building to other building professional development  
1415 coordinators at monthly meetings.

1416 Each building will have \$75 per bargaining unit employee FTE to be used to meet the building's  
1417 professional development needs. Nurses, Juvenile Justice Center employees, alternative program  
1418 employees, Keewaydin Discovery Center, Legacy and Phoenix employees will receive \$100 per FTE.  
1419 Building professional development funds may be used to provide release time or curriculum rate stipends  
1420 for building staff, contract with outside presenters, purchase professional materials for staff use, or pay  
1421 expenses for conference registration and travel. These funds are to be allocated by the building committee.  
1422 The intent of the building funds is to support building wide professional development.

1423

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

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 RESOURCES (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 Resources Program (PAR) will be for provisional employees only. The district and association may mutually agree to extend PAR services to continuing employees on a case by case basis.

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 Resources 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.

1465 **Consulting Peer Educators (CPEs)**

1466 Becoming a CPE is a major commitment. CPEs will remain in the position for the entire term of their  
1467 appointments, and co-curricular or extracurricular responsibilities should not interfere with their CPE  
1468 duties. Any conflicts will be resolved by the PAR Panel.

1469 CPEs will receive an annual budget of \$3,300 to purchase supplies and other materials for the PAR  
1470 Program.

1471 During the 2011-2012\_school year, the PAR Program will have 2.0 CPEs, and all provisions in this section  
1472 of the contract will be interpreted to reflect that number for the duration of the school year.

1473 The provision for the PAR Program to have 2.0 CPEs will sunset at the end of the 2011-2012\_school year.  
1474 Over the course of the 2011-2012 school year, the PAR Panel will analyze the caseload language and make  
1475 recommendations to the district and association bargaining teams.

1476 **CPE Selection Criteria**

1477 Criteria for selection of CPEs include the following:

- 1478 1) Is a current employee in the district on a continuing contract with a minimum of five years' total  
1479 teaching experience, with at least three years in the district.  
1480 2) Demonstrates outstanding classroom teaching ability.  
1481 3) Demonstrates talent in written and oral communications.  
1482 4) Demonstrates the ability to work cooperatively and effectively with other professional staff  
1483 members.  
1484 5) Has extensive knowledge of a variety of classroom management and instructional techniques.  
1485 6) Has the documented support of colleagues and his or her building principal.  
1486 7) Has the ability to provide and model expectations of high standards of professional practice while  
1487 demonstrating compassion for the person.

1488 **CPE Selection Process**

1489 At any time the district and association recognize the need, they can jointly notify all employees in the  
1490 district that the PAR Panel is seeking nominations for CPEs. Nomination forms for CPEs will be available  
1491 from the Assistant Superintendent of Human Resources or the association. Any employee or district  
1492 employee may submit a nomination form to the Assistant Superintendent of Human Resources with the  
1493 name of an employee he or she is nominating as a CPE candidate. An employee may not self-nominate.

1494 All employees who have a nomination submitted on their behalf will receive from the Assistant  
1495 Superintendent of Human Resources and the association president a joint invitation to apply for the  
1496 position of CPE. The invitation will contain the application form, an explanation of the process,  
1497 recommendation forms, and a copy of these guidelines. Any employee who receives a joint invitation may  
1498 consult with the Assistant Superintendent of Human Resources or the association concerning the process  
1499 for application, requirements of the position, and other procedural matters.

1500 All employees who have received a joint invitation to apply may submit a completed application form to  
1501 the Assistant Superintendent of Human Resources within the established timelines. In addition to  
1502 submitting a completed application form, each applicant will submit the following documents directly to  
1503 the Assistant Superintendent of Human Resources in order for the application to be considered:

- 1504 1) A written recommendation from his or her building principal or immediate supervisor.  
1505 2) Recommendations from two other employees from his or her building or program.  
1506 3) A recommendation of the senior building representative.

1507 The PAR Panel will review received applications and identify those employees who have met the  
1508 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.

1552 **Induction and Pro-Teach Classes**

1553 During the year that a new, eligible, KSD teacher receives services from the PAR Program, he/she will also  
1554 be eligible to participate in the District's Induction class.

1555

1556 The district will provide clock hours for employees who attend the Induction class. Each employee's  
1557 Individual Professional Development funds may be accessed to pay for the clock hours.

1558

1559 As of the 2012-2013 school year, the Pro-Teach classes taught through the PAR Program are being  
1560 suspended. However, employees taking the Pro-Teach class through other avenues may access their  
1561 Individual Professional Development funds, as well as the Tuition Reimbursement fund, to partially pay  
1562 for the credits. If credits are not being obtained, then a district reimbursement for the \$500 flat rate fee  
1563 can be requested for obtaining the Professional Certificate.

1564

1565 This process will be under the direction of the PAR Panel. The association will bargain the language and  
1566 the process.

1567 **Intervention and Assistance Plan**

1568 This component of the PAR Program is intended to assist provisional employees with their teaching  
1569 performance.

1570 If at any time the principal notes areas of concern in a provisional employee's classroom management or  
1571 instruction, that employee can be placed on an Intervention and Assistance Plan.

1572 Any provisional employee experiencing serious difficulties in his or her performance that result in being  
1573 placed on probation will have the option of either 1) going through the process with the principal only, or  
1574 2) taking part in an Intervention and Assistance Plan with the CPE and the principal. No employee waives  
1575 his or her non-renewal appeal rights by participating in an Intervention and Assistance Plan.

1576 **Self-referral**

1577 Any experienced employee who is interested in professional growth in a particular instructional area and  
1578 is interested in the assistance of a CPE for that purpose may submit a request for assistance to the  
1579 association president or the Assistant Superintendent of Human Resources. Based upon the existing  
1580 caseloads for CPEs, the PAR Panel may assign a CPE to assist the employee.

1581 Any experienced employee who has received an unsatisfactory mark in any category of his or her  
1582 evaluation may request assistance from a CPE. The assignment will be made if there is available space in  
1583 the CPE's caseload. The Assistant Superintendent of Human Resources and the association president will  
1584 oversee the CPE's assignment in self-referral cases. These cases should have minimal timelines and goals,  
1585 as established in the principal's plan of improvement.

1586 **Confidentiality**

1587 All information concerning assistance provided to an employee who has voluntarily sought the assistance  
1588 of a CPE will remain strictly confidential. The CPE will report to his or her PAR Pair concerning the  
1589 support and assistance being provided to the employee. However, no information obtained by the CPE  
1590 through an assistance process will be disclosed to others except in extreme circumstances or as required by  
1591 law.

1592 **Problems Not Referred to the PAR Program**

1593 Employee performance issues not related to teaching skills, practices, or work with students will not be  
1594 deemed appropriate for referral to the PAR Program. Examples of the kinds of concerns that are not  
1595 appropriate for referral to the PAR Program are repeated tardiness, failure to complete required

1596 attendance or grade reports, or failure to comply with other administrative requirements. Disciplinary  
1597 issues like these are to be handled in accordance with the provisions of Article III, Section 3 of this  
1598 contract.

1599 **Contract Rights**

1600 Except as explicitly provided in these guidelines, employees participating in the PAR Program retain all  
1601 rights in this contract.

1602 These will constitute the guidelines for the PAR Program, recognizing the district and the association may  
1603 find it necessary, by mutual agreement, to modify these provisions.

1604 **SECTION 3: PAYMENT FOR SERVICE ON DISTRICT COMMITTEES**

1605 **District Curriculum Committees**

1606 The district endorses a comprehensive process for the review, adoption, and funding of instructional  
1607 materials.

1608 At the discretion of the Assistant Superintendent, participants on committees involved in the curriculum  
1609 adoption process may be provided release time with substitutes for meetings during the school year.

1610 See the appendix for the K-12 Curriculum Adoption and Review Cycle timeline.

1611 **Building Curriculum Committees**

1612 The building curriculum committee's function will be to evaluate curriculum needs and instructional  
1613 materials for each building in order to fulfill state Essential Academic Learning Requirements (EALRs),  
1614 assessment requirements, district learning goals, and instructional decisions based upon each building's  
1615 established goals.

1616 The site will determine the size and composition of each building's curriculum committee. Each site  
1617 council will determine the allocation of funds. Each building curriculum committee will be funded as  
1618 follows: elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500.

1619 Building curriculum committees will meet a minimum of six times each year. Minutes will be recorded at  
1620 each meeting and will be kept at the buildings. For more information on Building Curriculum  
1621 Committees, see the item in the appendix titled "Building Site Council Budget Items."

1622 **District Curriculum Advisory Committees**

1623 Each district curriculum advisory committee's function will be to review the decisions of the building  
1624 curriculum committees, determine if the appropriate procedures have been followed, and determine if the  
1625 building curriculum committee's plans meet the goals of the Essential Academic Learning Requirements  
1626 (EALRs), assessment requirements, and district learning goals. The committees will also be responsible to  
1627 assist communication and transition among the instructional levels in each of the eight assessment strands  
1628 and to serve as a resource on the latest curricular trends, research, and best practices in the field of  
1629 teaching.

1630 The curriculum advisory committees will reflect the eight curriculum strands of the state's Essential  
1631 Academic Learning Requirements (EALRs), with three of the strands (writing, reading, and  
1632 communication) combined into one committee. The eight assessment strands are as follows:

- 1633 The Arts (visual and performing)
- 1634 Math
- 1635 Science
- 1636 Social Science
- 1637 Health and Fitness
- 1638 Writing/Reading/Communication
- 1639 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 and will meet when KEA or KSD deem necessary.

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 a regularly scheduled Labor Management after each RTI meeting.

3. The committee will be charged with the following responsibilities:

- Ensure that collaboration time is provided for employees within the school day as allowable by law.
- Ensure that training is provided as needed for impacted employees related to the development and maintenance of RTI programs.
- Ensure that release time/compensation is being provided for RTI meetings.
- 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 4: 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.

### **Multiple Preparations**

Recognizing the added effort required for multiple high school assignments, the District will attempt to schedule 1.0 FTE high school teachers for three or fewer preparations unless the teacher requests in writing a greater number. When a teacher is requested to teach a schedule requiring four or more distinctive preparations, they may request administrator, department head, team leader, and/or grade level leader to justify the need for the schedule and/or identify possible remedies.

1720 Distinctive preparations are created by teaching different subject areas or courses within the same core subject area  
1721 utilizing different adopted core curriculum.  
1722 Various levels of elective courses such as Fine Arts, PE, World Language and CTE do not constitute distinctive  
1723 preparations. In addition, unique high levels of math and science, such as AP and IB math and science courses do  
1724 not constitute distinctive preparations. The Association and District will meet and make the determination if any  
1725 other elective courses are appropriate to this list.  
1726 When it is necessary to assign a greater number of preparations, every reasonable effort shall be made to avoid  
1727 giving the assignment to a teacher new to the department.  
1728

#### 1729 **Placement of IEP (Program 21) Students**

1730 The principal, in consultation with the affected classroom employee and the resource specialist, will  
1731 determine the placement of an identified Program 21 student in a regular classroom.  
1732 In the assignment and placement of identified Program 21 students in regular classrooms, the district will  
1733 ensure these students are equally distributed per classroom employee per grade level/subject area.  
1734 Certain secondary classes may be exceptions to these standards in cases of health and fitness, band,  
1735 chorus, limited course or section offerings, or where program content is geared to the needs of Special  
1736 Services students  
1737 As an alternative to the equal distribution requirements, a building multi-disciplinary team may make  
1738 other arrangements for student placement - i.e. integrated classroom, team teaching, etc.

#### 1739 **Mainstreaming IEP (Program 21) Students**

1740 The district will allocate \$20 per identified Program 21 student (excluding students receiving only speech  
1741 and language services) per school year for the expressed purpose of providing materials to the regular  
1742 classroom employee(s) involved in the mainstreaming of Program 21 students for use with Program 21  
1743 students.

1744 This allocation will be distributed to each building in proportion to the number of identified Program 21  
1745 students assigned to that building. The affected classroom employee(s) will determine the appropriate  
1746 materials to be purchased, with the agreement of the multi-disciplinary team. The district will develop  
1747 procedures for implementing this process.

#### 1748 **Team-taught Classes**

1749 In a Team-taught Class, all instructional responsibilities are equally divided between a regular education  
1750 employee and a Special Services employee. This includes, but is not limited to, teaching, planning for  
1751 instruction, grading, and parent communication.

#### 1752 **Inclusion Classes**

1753 An Inclusion Class includes both regular education students and special education students. A Special  
1754 Services employee is responsible for modifying or supporting the instruction for the special education  
1755 students in an Inclusion Classroom.

#### 1756 **Paid Substitutes for Case Management (classroom Special Services employees only)**

1757 The Director of Special Services will create a schedule of paid substitute employees to cover for each  
1758 certificated Special Services employee who teaches a classroom of students. These substitutes will be made  
1759 available four times each year and may only be requested for Tuesdays, Wednesdays, and Thursdays. These  
1760 hours must be spent in the employee's assigned building.

1761 At the discretion of the Special Services employee, up to two of these days may be used outside of  
1762 contracted workdays, with employees receiving casual substitute pay for compensation. To claim these  
1763 hours, employees must submit the appropriate documentation to the Special Services Department on or  
1764 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 three 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 5: CLASS SIZE**

**Overload Guidelines**

The district will have the first ten school days of each school year to make adjustments to class loads. These ten days will not count for overload compensation. Overload compensation will begin on the eleventh 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. Claims must be submitted monthly. Accumulated claims will not be paid except for the current month, unless there are extenuating as approved by the Assistant Superintendent for Human Resources.
- 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.

1807 **Calculating Overload at Elementary Schools (except Special Services and Elementary Specialists)**

1808 A student day at the elementary level is defined as an overload of one student for one full day in grades  
1809 where employees generally retain their classes for a full day.

1810 Kindergarten and first grade classes will not exceed 25 students per class. In the event a class exceeds 25,  
1811 provisions for overload will take effect.

1812 Grade 2 and 3 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions for  
1813 overload will take effect.

1814 Grade 4 and 5 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions for  
1815 overload will take effect.

1816 The class size limit for a multi-age classroom will reflect the lowest traditional grade level present.

1817 In the event combination rooms at the elementary level are established, they will be limited to 25 students  
1818 grouped near the same reading level.

1819 When a class, grades 2-5, reaches an enrollment count of 32, the Assistant Superintendent of Elementary  
1820 Education will notify the association president.

1821 **Elementary Specialists**

1822 Workload will be the following for health and fitness employees, music employees, and librarians:

1823 1) Workload per class: 25 students in kindergarten and first grade, 27 students in second through  
1824 fifth grades.

1825 2) A maximum of 50 classes per week. (This factor will be prorated to determine the hiring of music  
1826 and health and fitness specialists.)

1827 **Calculating Overload at Secondary Schools (except Special Services)**

1828 In the middle schools and high schools, student days are used to account for day limit overloads. A  
1829 student hour in secondary schools is defined as an overload of one student for one regular class period.

1830 In middle schools, employees will not exceed a maximum of 160 students per day of six instructional class  
1831 periods or 187 students per day of seven instructional class periods, with a maximum of 30 students in any  
1832 individual classroom.

1833 In high schools, employees will not exceed a maximum of 140 students per day of five instructional class  
1834 periods or a maximum of 168 students per day of six instructional periods, with a maximum of 30  
1835 students in any individual classroom.

1836 For the purposes of overload, doubles classes in secondary schools will have a maximum of 24 students in  
1837 any individual classroom.

1838 For the purposes of overload, ALE/LOC classes in a high school will not exceed a maximum of ninety-  
1839 three (93) students per day of five (5) instructional class periods. Individual classes will not exceed a  
1840 maximum of twenty (20) FTE students.

1841 For the purposes of overload, alternative education programs and Phoenix High School will have a  
1842 maximum of 24 students in any individual classroom.

1843 For the purposes of overload, the Off-Campus Learning program will have a maximum of twenty-four (24)  
1844 FTE (full time equivalent) students per 1.0 FTE teacher as outlined in the RCW.

1845 In schools with five instructional class periods per day, fitness classes will not exceed a maximum of 32  
1846 students in any individual class; the maximum employee load will not exceed 160 students per  
1847 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. In addition at the elementary level, when the number of of IEP's on an employee's caseload exceeds 45, a .5 Special Services employee will be hired.

#### **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.

The 5.5 hours of Paraeducator time shall be spent performing duties directly related to Special Education. Other assigned duties shall not infringe upon the 5.5 hours of the Special Education time.

#### **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.

When a student requires a one-on-one Paraeducator, that Parareducator shall not supplant any current "program" paraeducator, nor cause a reduction in program Paraeducator time.

**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.

1930 The district may make downward adjustments in existing overloads at any time, including overloads being  
1931 remedied under option 3 and 4.

1932 In all instances, overloads will be paid to the affected employee from the first day of overload, except as  
1933 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

1934 In the event a classroom employee on sick leave receives overload, overload compensation will be paid to  
1935 him or her for the first 20 days of his or her sick leave. On the 21<sup>st</sup> day, the substitute employee will begin  
1936 to receive the compensation.

1937 **Overload Compensation for Special Services**

1938 When an overload occurs in a Special Services class, the district will attempt to alleviate the overload in  
1939 accordance with option 1 and/or 2 below. In the event the district does not alleviate the overload through  
1940 option 1 and/or 2, the affected employee will then elect to take option 3 or to receive compensation.

- 1941 1) Employees may be employed in addition to those provided for by the Basic Education Act.  
1942 2) Students may be transferred.  
1943 3) Paraeducator time may be assigned at the option of the employee. However, when paraeducator  
1944 time is used, the time will consist of at least one-half day per classroom at the elementary level or  
1945 30 minutes per period of overload at the secondary level. Paraeducator time will be generated  
1946 outside existing programs.

1947 A Special Services employee who elects to receive compensation in lieu of paraeducator time will be paid  
1948 as follows:

- 1949 1) Elementary (K-5)

1950 Resource Program employees \$2.00 / student day

- 1951 2) Secondary (6-12)

1952 Resource Program employees \$2.00 / student hour <or> \$2.00 / student day

- 1953 3) District Special Services Programs

1954 Preschool \$20 / student week

1955 Developmental Primary \$2 / student day

1956 Autism \$10 / student day

1957 Developmental Therapy \$5 / student day

1958 Lifeskills \$10 / student day

1959 Medically Fragile \$10 / student day

1960 Occupational/Physical Therapists \$10 / student week

1961 Speech & Language Pathologists \$10 / student week

1962 The district may make downward adjustments in existing overloads at any time, including overloads being  
1963 remedied under option 3 and/or by receiving compensation.

1964 In all instances, overloads will be paid to the affected employee from the first day of overload, except as  
1965 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

1966 In the event a classroom employee on sick leave receives overload, overload compensation will be paid to  
1967 him or her for the first 20 days of his or her sick leave. On the 21<sup>st</sup> day, the substitute employee will begin  
1968 to receive the compensation.

1969

1970 **SECTION 6: EMPLOYEE PARTICIPATION**

1971 **Board Policy and Curriculum Development**

1972 Before adoption of any board policy, the association will be given an opportunity to determine if items  
1973 being considered are within the scope of bargaining, i.e. related to wages, hours, and terms and conditions  
1974 of work. On matters not relating to wages, hours, and terms and conditions of work, the district will  
1975 continue its cooperative efforts to solicit the participation of employees in the development and  
1976 improvement of instructional programs.

1977 **Building Budget Committee**

1978 The building principal will involve employees in establishing priorities and budget allocations for the  
1979 purpose of purchasing curriculum and instruction materials, developing curriculum, and implementing  
1980 programs.

1981 The monthly financial statement of each school will be made available to the instructional staff. The  
1982 primary responsibility for the building budget will be the principal's, subject to the provisions contained  
1983 herein.

1984 **Student Behavior Committee**

1985 Each building site will have a student behavior committee. The principal and staff select representatives on  
1986 the student behavior committee. A democratic process will be used to select bargaining unit  
1987 representatives to the student behavior committee.

1988 The student behavior standards, procedures, and other recommendations will be developed by the student  
1989 behavior committee and will be submitted to the employees for approval.

1990 **SECTION 7: STUDENT DISCIPLINE**

1991 Students are expected to behave appropriately at school. Any employee may exclude from a classroom or  
1992 activity any student who is creating a disruption that violates the school's or employee's discipline policies.

1993 A student can be excluded for the balance of a class period, an activity, or a school day. The student can  
1994 not be excluded for more than two school days unless further disciplinary action is taken. Except in an  
1995 emergency, an employee must attempt one or more alternative forms of corrective action prior to  
1996 excluding a student.

1997 The following is taken directly from school board policy #3313: "In no event without the consent of the  
1998 employee may an excluded student return to the class during the balance of that class or activity period or  
1999 up to the following two school days, or until the principal or designee and the employee have conferred.

2000 Parents of any student so removed from class will be notified as soon as possible by the  
2001 employee/principal, giving details on the removal and the incidents which caused the removal."

2002 The principal or the employee can request a conference to discuss a student's behavior with the student's  
2003 parent or guardian.

2004 Prior to a student's return to a classroom, the employee who excluded the student from the classroom will  
2005 be informed of the disciplinary action taken against the student. Employees have the right to recommend  
2006 stronger disciplinary action.

2007 The district will provide diagnostic or therapeutic personnel and other support services, including separate  
2008 adjustment classrooms, for the continually disruptive student. Readmission of a student to a regular  
2009 classroom may take place upon demonstrated acceptable behavioral changes.

2010 The district will require each principal, with staff input, to create a behavior alert communication process.

2011 Student Behavior Committees will create a plan addressing the safety of the student, staff, and other  
2012 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 8: 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.

2057 In order for a site to apply for a variance it will need to have in place a governance structure identifying  
 2058 how the site will make decisions and what decisions will be made under the charter. The charter should  
 2059 include a covenant (an agreed upon set of principles of learning), and a process to determine the effect of  
 2060 a proposed variance.

2061 Employees at a site will vote on a contract variance by secret ballot. A 70% majority of votes cast is  
 2062 required before the variance can be submitted. Site charters may require a higher percentage.

2063 A site will present a written copy of all requested variances, including those that receive 100% approval, to  
 2064 the association president, the superintendent, or designee, and the District Site Council Advisory  
 2065 Committee no later than May 1, preceding the year of implementation. Conference variances for both fall  
 2066 and spring conference dates are due to KEA and Human Resources by September 30 of the year that they  
 2067 are to be effective. The full day conferences (12:30-8:00 p.m.) are not eligible for a variance. It should  
 2068 indicate which policies, contractual provisions, or state rules and regulations will be affected, how they will  
 2069 be affected, and why the current language is an impediment.

2070 Employees opposed to the proposed change may appeal to the association president expressing their  
 2071 concerns. Employees who do not wish to work under conditions of a modified contract will be given  
 2072 highest priority for transfer to another building.

2073 The association's executive board, representative assembly, or general membership will vote on all  
 2074 variances affecting the contract between the association and district. Variances affecting other contracts,  
 2075 policies, or state rules and regulations will be submitted to the appropriate body.

2076 The District Site Council Advisory Committee will consider the variance within one month of receiving  
 2077 the request. Representatives from the site may be asked to meet with the committee. The role of the  
 2078 committee is to discuss how the variance will impact 1) student learning, 2) other individuals and/or  
 2079 organizations in the district, 3) school board policies, 4) contractual agreements, and/or 5) state laws and  
 2080 other regulations. The committee may make recommendations to the site or the affected organization(s).

2081 The association will notify the board of the approved variance. The board will then vote on the variance  
 2082 following its own procedures.

2083 The duration of a variance is one school year and does not set precedent or establish past practice. The  
 2084 variance will expire at the end of the school year for which it was approved.

2085 **Renewing a Variance**

2086 To renew a variance, a site needs to submit data showing how the variance has improved or will improve  
 2087 student learning. It is necessary to repeat the procedure outlined above. If a site approves a renewal, the  
 2088 duration will be one school year.

2089 **Parameters for Variances**

2090 The district Site Council Committee has identified some areas of board policy, administrative procedures,  
 2091 and collective bargaining agreements that do not lend themselves to variances at this time. These include  
 2092 district expectations of student performance (as reflected in the district-approved curriculum); state and  
 2093 district student assessments and program evaluation measures; and established policies and procedures for  
 2094 the hiring, assignment, and transfer of current staff. Other areas include the board's mission statement  
 2095 and strategic plan, expenditure allocations as established by the board, and employee compensation. The  
 2096 general business structure of the association (i.e. definition of membership, association rights, dues  
 2097 structure, and grievance process) is not subject to variances. Other areas that would not be subject to  
 2098 variances include employee discipline, personnel files, staff protection, and other legal obligations and  
 2099 commitments.

2100

# **Certificated Contract Appendix**

- 1) Memos of Understanding: Health Care; WAKIDS; Leave Replacement
- 2) Early Release Wednesdays
- 3) Building Site Council Budget Items
- 4) VEBA Memorandum of Understanding
- 5) Evaluation MOU-Comprehensive and Focused-Including Timelines and Forms
- 6) Traditional Evaluation Form A
- 7) Evaluation Timelines for Traditional Evaluation
- 8) Traditional Observation Report Form C
- 9) Certificated Support Personnel Form A-1
- 10) Librarian Evaluation Criteria Form A-2
- 11) Counselor Evaluation Criteria Form A-3
- 12) Nurse Evaluation Criteria Form A-4
- 13) Consulting Peer Educator (CPE) Evaluation Form
- 14) Teacher on Special Assignment (TOSA) Evaluation Form
- 15) Certificated Staff Hiring Procedures
- 16) Just Cause/Seven Key Tests
- 17) WA State Salary Allocation Schedule (SAS)
- 18) Certificated Co-curricular Salary Schedule
- 19) School Calendar

## Memos of Understanding

### Health Care:

This agreement applies to the period of October 1, 2013 through September 30, 2014. 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, 2013 and shall remain in effect until September 30, 2014. During the 2013-2014 school year, KEA and KSD will form a committee to investigate other healthcare options that may be more affordable for employees.

### WAKID's Assessment:

The purpose of this memorandum of understanding (MOU) is to list accommodations to be made in 2013-14 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 18, 2013 FDK students will not attend school to provide time to enter data related to the WAKID's assessment. This will apply to the 2013-2014 school year only.
- The requirement for mid-trimester reports to be completed in October will be waived for the 2013-2014 school year.

### Leave Placement/Emergency Fill Positions

The parties agree to use the following definitions and procedures related to leave replacement and emergency fill positions:

**Leave Replacement** shall mean an employee who is hired to fill a position created when another employee is on leave. A leave replacement employee shall receive the same benefits, accrue retirement credit and in all other matters receive the same treatment, privileges and benefits as other employees of the bargaining unit, provided that they shall not receive a continuing contract.

**Emergency Fill** shall mean the temporary hiring by the district of an employee on a non-continuing contract when an open position occurs after August 16<sup>th</sup> or prior to the end of the school year during which the opening occurs.

The district shall hire a non-continuing employee for emergency fill positions for the current year only.

The Leave Placement/Emergency Fill Positions MOU will sunset at the end of the 2013-2014 school year.

## Elementary and Middle School

# Early Release Wednesdays

This time was established when elementary and middle school teachers agreed to add 15 minutes of instruction time to their schedules on Monday, Tuesday, Thursday, and Friday within the 7.5-hour workday to allow for one hour of planning time on Wednesdays.

The intent of early release Wednesdays is for planning. Up to seven of the early release Wednesdays per year can be used for district or building presentations. The third Wednesday of the month will be available for cross-district meetings.

If there are concerns about the misuse of early release Wednesdays, teachers are encouraged to discuss these issues with principals and association building representatives. If issues can not be resolved, district and association representatives will co-facilitate a meeting to discuss those issues.

In consultation with their principal, teachers may spend a part of each Wednesday individually completing work related to planned instruction.

Here is a list of appropriate and inappropriate activities for early release Wednesdays.

### **Appropriate**

- Team planning/preparation
- Grade level planning
- Multi-level planning
- Curriculum planning/mapping
- Specialist/itinerant meetings
- Cross-school sharing/meetings

### **Inappropriate**

- Doctor appointments
- Children's appointments
- MDT meetings
- Parent conferences
- SAT meetings
- Coaching
- Site council meetings
- Discipline or safety meetings
- Faculty meetings
- Shopping for supplies and materials

# **Building Site Council Budget Items**

The following building budget items are determined solely by building site councils or equivalent committee in buildings without site councils.

Building site councils or committees must follow strict guidelines to determine the use of these funds, among them open discussions that allow a variety of opinions, equal access to decision-making, and consensus on expenditures.

## **Academic Excellence**

These funds are used for classes, programs, or activities where there is direct instruction. Only certificated employees may receive these funds.

Middle schools receive \$2,000 in supplemental contracts, plus benefits.

High schools receive \$5,000 in supplemental contracts, minus benefits.

## **Building Curriculum Committees**

Building Curriculum Committees evaluates each building's curriculum, materials, and instruction to determine if they meet the state's Essential Academic Learning Requirements (EALRs), district learning goals, and building needs. Site Councils, or the equivalent committee in a building without a site council, will determine the size and composition of its Building Curriculum Committee, as well as the allocation of the building CIRCLE budget.

Building Curriculum Committees meet a minimum of six times a year. Minutes are recorded at each meeting and kept at the building.

Each elementary school receives \$2,000 for their Building Curriculum Committees.

Each middle school receives \$2,500 for their Building Curriculum Committees.

Each high school receives \$3,500 for their Building Curriculum Committees.

## **Building Professional Development Committees**

Each building receives \$75 per certificated employee FTE for building professional development. Nurses, Juvenile Justice Center employees, alternative programs employees, and Keewaydin Discovery Center employees receive \$100 per certificated employee FTE for professional development.

The Building Professional Development Committee funds are managed by committees of five certificated employees, as outlined in this contract, or building site councils. However, a Building Professional Development Committee may only be coordinated by a site council when the building's staff development facilitator is a member of the site council.

Building Professional Development Committees may survey and coordinate employee and group professional development, develop a building plan or program to meet those needs, prepare a budget, approve requests for professional development funds, communicate district professional

development programs to the staff, coordinate building professional development plans with the district, and/or complete an annual evaluation and present a final report.

Building professional development funds may be used for outside speakers, release time, staff professional development materials, professional development conference registration, and/or travel to professional conferences.

### **Building Site Councils**

The purpose of Building Site Councils is to improve student learning, create a positive culture of employee support, and negotiate with administrators to seek mutually beneficial decisions that benefit buildings.

The parameters of shared decision making are limited to factors that directly affect instruction, among them the use of CIRCLE funds, staff development money, and building budgets and the selection process for new staff members.

Site councils are funded as follows:

Each elementary school receives \$3,000 for its site council.

Each middle school receives \$5,000 for its site council.

Each high school receives \$7,000 for its site council.

Special Services receives \$3,000 for its site council.

Tri-Tech Skill Center receives \$1,500 for its site council.

Juvenile Justice Center receives \$1,000 for its site council.

Keewaydin Discovery Center receives \$1,000 for its site council.

Building site councils have discretion over the use of these funds, as outlined in their charters and/or other building guidelines.

# VEBA Plan Memorandum of Understanding



The following may be used as a model written agreement for collective bargaining groups (unions).  
DO NOT use this model agreement for non-represented employees.

Between  
Kennewick School District and Kennewick Education Association

The Kennewick School ("District") has adopted the VEBA Health Reimbursement Plan ("Plan"). The District agrees to contribute to the Plan on behalf of all employees in the collective bargaining group ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

The following selected contribution(s) shall be made during the term of this agreement:

## MONTHLY CONTRIBUTIONS

☐ **Mandatory Employee Contributions:** The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to <Amount> which shall be calculated and contributed on a monthly basis and the employees salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

☐ **Unused State Allocated Employee Benefit Dollars:** Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

## LEAVE CASH-OUT CONTRIBUTIONS

☐ **Vacation Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.

☐ **Personal Leave Contributions:** Eligibility for contributions is limited to employees who have accumulated <##> days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

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

☒ **Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement shall be eligible.

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

☐ **Other Contributions** (Please specify the employee eligibility and current formula for determining the contribution): \_\_\_\_\_

The term of this agreement shall be from January 1, 2012 to December 31, 2013<sup>(2)</sup>.

Seri Standring  
Signed for the Kennewick Education Association

01-08-2013  
Date

Beverly Johnson - Trece  
Signed for the Kennewick School District

01-09-2013  
Date

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

<sup>(2)</sup> The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).

# VEBA Plan Memorandum of Understanding



## Between Kennewick School District and Kennewick Education Association

The Kennewick School ("District") has adopted the VEBA Health Reimbursement Plan ("Plan"). The District agrees to contribute to the Plan on behalf of all employees in the collective bargaining group ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

The following selected contribution(s) shall be made during the term of this agreement:

### MONTHLY CONTRIBUTIONS

[X] **Mandatory Employee Contributions:** The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to:

5% of pay for employees age 20-29  
1.0% of pay for employees age 30-39  
1.5% of pay for employees age 40-49  
2.0% of pay for employees age 50 to retirement

Such contributions shall be calculated and contributed on a monthly basis and the employees salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

[ ] **Unused State Allocated Employee Benefit Dollars:** Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

### LEAVE CASH-OUT CONTRIBUTIONS

[ ] **Vacation Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.

[ ] **Personal Leave Contributions:** Eligibility for contributions is limited to employees who have accumulated <##> days of unused

personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

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

[ ] **Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement shall be eligible.

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

[ ] **Other Contributions (Please specify the employee eligibility and current formula for determining the contribution):** \_\_\_\_\_

The term of this agreement shall be from **September 1, 2012 to August 31, 2013**

*Seni Standinger*  
Signed for the Kennewick Education Association

*Bruce Johnson-Torrelli*  
Signed for the Kennewick School District

08/30/2012  
Date

8/30/12  
Date

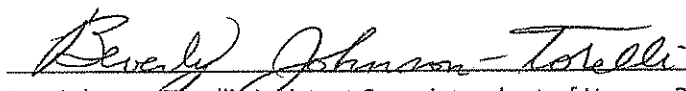
<sup>(1)</sup> Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.

<sup>(2)</sup> The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).

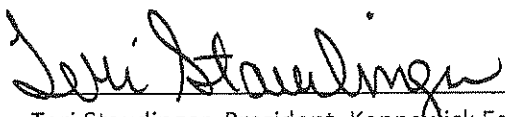
Memorandum of Understanding  
Between the Kennewick Education Association  
And the Kennewick School District

This Memorandum of Understand (MOU) is to acknowledge that the Kennewick Education Association (KEA) and the Kennewick School District (KSD) will work collaboratively on the Teacher Evaluation System as outlined under ESSB 6696 and ESSB 5895 during the 2013-14 school year.

- Continuing professional development around the teacher evaluation system will be provided to all certificated staff throughout the year
- All provisional and probationary employees must be on the new evaluation system beginning September, 2013, followed by full implementation by the 2015-16 school year
- Volunteers will be agreed upon by both parties, but shall not be required for the 2013-14 school year; those employees not evaluated using the Focused or Comprehensive system shall be evaluated using the traditional long form
- Student growth is measured throughout the year, using a variety of differing formative and summative measures
- If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must justify the score by comparing the evidence (or lack thereof) to the rubric for each criterion scored Basic or Unsatisfactory
- In case of disagreement between the evaluator and employee regarding a Basic or Unsatisfactory summative score, an independent evaluator, agreed upon by the parties, will be utilized
- The parties bargained contract language and forms in September of 2013

  
Bev Johnson-Torelli, Assistant Superintendent of Human Resources

October 7 2013  
Date

  
Teri Staudinger, President, Kennewick Education Association

10/07/2013  
Date

## I. Classroom Teacher Evaluation

### DEFINITIONS

**Classroom Teacher** does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with or assign grades to regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement. (See specific evaluation forms in the appendix.)

**Criteria** shall mean one of the eight (8) state defined categories to be scored.

**Component** shall mean one of the 22 areas that make up each of Danielson's four domains.

**Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation, inter-rater reliability, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.

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

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

**Not Satisfactory** shall mean:

- Level 1: Unsatisfactory - Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
- Level 2: Basic - If the classroom teacher is on a continuing contract with more than five years of teaching experience **and** if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

**Student Growth** shall mean the change in student achievement between two points in time within the current school year.

**Student Growth Data** shall mean relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools. Assessments used to demonstrate growth will be selected by the classroom teacher and mutually agreed upon by the evaluator.

## **II. STATE CRITERIA, FRAMEWORK, AND SCORING**

### **A. The state evaluation criteria are:**

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

### **B. Instructional Framework**

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

### **C. Summative Performance Scoring**

If the evaluator and teacher cannot agree on a final summative score, the teacher may request an alternative evaluator to analyze the evidence using the rubric.

The overall summative score is determined as follows:

1. The performance rating for each of the eight (8) state evaluation criteria is determined by combining the component score(s) and the student growth scores for criteria 3, 6, and 8.
2. Evaluators add up the raw score on these criteria and the employee is given a score of Unsatisfactory, Basic, Proficient or Distinguished based on the scores below:
  - a) 8-14—Unsatisfactory
  - b) 15-21—Basic
  - c) 22-28—Proficient
  - d) 29-32—Distinguished
3. There are five (5) components designated as student growth components embedded in the instructional framework. These components are in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
  - a) 5-12—Low
  - b) 13-17—Average
  - c) 18-20—High

If a teacher receives a (Distinguished) summative score and a Low student growth score, they must be automatically moved to the 3 (Proficient) level for their summative score.

#### **D. A low student growth rating**

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

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

### **III. APPLICABILITY & TRANSITION**

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

By law, all applicable staff must be utilizing the new evaluation system by 2015-16. Classroom teachers on probation or provisional status will be placed in the new evaluation model. Other classroom teachers will be phased in on a schedule and sequence to be jointly developed by the Association and the District. Those employees not using the Focused or Comprehensive system shall be evaluated using the traditional long form.

### **IV. PROFESSIONAL DEVELOPMENT**

The Evaluative Criteria, Procedures and Forms will be distributed and explained to all employees in a general meeting at the building level prior to the first observation and evaluation on or before Sept. 30. At that time, employees will also be notified as to the whether they will be evaluated using the comprehensive or focused process. An employee newly assigned to a building must have the evaluation tool explained before an observation and evaluation occur. (See the evaluation forms in the appendix).

### **V. PROCEDURAL COMPONENTS OF EVALUATION**

The building administrators, principal, and/or assistant principal(s) will be designated as the evaluator(s) for all employees assigned to the building. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific

instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. Each year, the district will provide the Association with evidence of the content and successful completion of this training by each individual serving as an observer or evaluator before any such individuals may participate in the evaluation process of bargaining unit members.

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. Unless consent is given by the teacher, any employee who has received a 1 or a 2 in any criteria in a previous observation shall not be observed on half-days, late start days, the day before winter or spring break, or on days of assembly or modified schedule. Each regular observation will be at least 30 minutes long. Only the bargained evaluation forms will be used.

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

Upon request teacher may be assigned an alternative evaluator. Requests must be submitted by October 1<sup>st</sup> to the KEA president and include a specific reason for the change.

## **VI. COMPREHENSIVE EVALUATION**

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years.

### **A. Pre-Observation Conference:**

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

### **B. Formal Observations:**

1. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than 30 minutes in length.
2. Third-year provisional status employees must be observed three times for a total of no less than 90 minutes.
3. The observations will occur no later than ten (10) days after the pre-observation meeting.
4. Unless consent is given by the teacher, any employee who has received a 1 or a 2 in any criteria in a previous observation shall not be observed on half-days, late start days, the day before winter or spring break, or on days of assembly or modified schedule. Each regular observation will be at least 30 minutes long.
5. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) *working* days.

6. The second formal observations will occur no sooner than six weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than ten (10) *working* days after the pre-observation meeting.
7. The final formal observation shall occur prior to May 1<sup>st</sup>.
8. All observations shall be conducted openly. **Audio or video recordings may not be made without the prior knowledge and consent of the teacher.**

#### **C. Informal Observations**

1. An informal observation is a documented observation of no less than ten minutes that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
2. An evaluator may conduct any number of informal observations.
3. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
4. A copy of the documentation will be provided to the teacher within three (3) *working* days of the informal observation. Documentation must identify areas of concern if any exist.
5. Any time after an informal observation a teacher may request conference to discuss the informal observation.

#### **D. Post-Observation Conference**

1. The post-observation conference between the evaluator and teacher will be held no later than ten working (10) days after the formal observation.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable component and provide possible solutions to remedy the concern in writing. The evaluator must include a clear description of the problem, a detailed recommendation or recommendations for improvement, and specific acceptable levels of performance as per the language in the framework.
4. At this time, the teacher has the right to provide additional evidence for each component to be scored.

#### **E. Final Summative Evaluation Conference**

1. No later than May 10<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. Annual evaluations will be based on all classroom observations and evidence collected for that year. Evidence may be collected at the beginning of the evaluation cycle, which commences the day after school is dismissed and ends May 1 of the following school year.
3. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must justify the score by comparing the evidence (or lack thereof) to the rubric for each criterion scored Basic or Unsatisfactory.
4. The teacher will sign three (3) copies of the Final Summative Evaluation Report. Distribution of

the final evaluation criteria form will be as follows: one to the employee, one to the evaluator, and one to the personnel file. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well, and may seek relief through the grievance procedure.

5. An employee receiving an unsatisfactory may write a rebuttal which shall be attached to the observation report. This may list any factors limiting his or her performance. Factors may include, but are not limited to, the following:
  - a. Class size, in accordance with this contract.
  - b. Sufficient availability of supplies and equipment for the instructional program.
  - c. Adequate physical facilities and location to accommodate the learning environment, as necessitated by the area of instruction being taught.
  - d. Preparation time for employees, in accordance with this contract.
  - e. Administrative support in dealing with disciplinary problems, in accordance with this contract.
  - f. Evaluation for employees in the teaching areas for which they are qualified.
6. Only the final evaluation form is placed in the teacher's personnel file. All other documents remain in the working files at the school.

#### **F. Comprehensive Evaluation Timeline**

1. Teacher will complete the self-assessment form and share it with the supervisor no later than Sept. 30.
2. Student growth goals for criteria 3, 6, and 8 shall be proposed by the teacher and mutually agreed upon by the evaluator during the goal-setting conference, to be held no later than Oct. 31.
3. First formal observation will be completed by Dec. 1. Pre- and post-observation conferences should accompany each formal observation.
4. Student growth summary will be due to the supervisor on or before April 30.
5. Final observation will be completed by May 1.
6. Final evaluation will be completed by May 10.

### **VII. FOCUSED EVALUATION**

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.

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

#### **Process for Focused Evaluation**

- A. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must

occur within the first ninety (90) days of the school year.

1. The criterion area to be evaluated shall be proposed by the teacher and mutually agreed upon by the evaluator during the goal-setting conference to be held no later than October 31<sup>st</sup>,
2. If the employee chooses criterion 3, 6, or 8, they must complete the corresponding student growth components.
3. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
4. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.
5. Informal Observations
  - a. An informal observation is a documented observation of no less than ten minutes that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
  - b. An evaluator may conduct any number of informal observations.
  - c. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
  - d. A copy of the documentation will be provided to the teacher within three (3) days of the informal observation. Documentation must identify areas of concern if any exist.
  - e. Any time after an informal observation a teacher may request a conference to discuss the informal observation.
6. A mid-year conference is required to provide feedback on goal and criterion progress.
7. The score received on the selected criterion is the score assigned as the final summative score.
8. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

#### B. Final Summative Evaluation Conference

1. No later than May 10<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. Annual evaluations will be based on all classroom observations and evidence collected for that year. Evidence may be collected at the beginning of the evaluation cycle, which commences the day after school is dismissed and ends May 1 of the following school year.
3. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must justify the score by comparing the evidence (or lack thereof) to the rubric for each criterion scored Basic or Unsatisfactory.
4. The teacher will sign three (3) copies of the Final Summative Evaluation Report. Distribution of the final evaluation criteria form will be as follows: one to the employee, one to the evaluator, and one to the personnel file. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well, and may seek relief through the grievance procedure.
5. An employee receiving an unsatisfactory may write a rebuttal which shall be attached to the

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

- a) Class size, in accordance with this contract.
  - b) Sufficient availability of supplies and equipment for the instructional program.
  - c) Adequate physical facilities and location to accommodate the learning environment, as necessitated by the area of instruction being taught.
  - d) Preparation time for employees, in accordance with this contract.
  - e) Administrative support in dealing with disciplinary problems, in accordance with this contract.
  - f) Evaluation for employees in the teaching areas for which they are qualified.
6. Only the final evaluation form is placed in the teacher's personnel file. All other documents remain in the working files at the school.

#### C. Focused Evaluation Timeline

1. During October teachers will meet with their supervisors, either as individuals or as grade level teams to review goal(s) for their chosen focus area.
2. Teachers complete and submit the final Student Growth Goal form no later than Oct. 31.
3. First formal observation, if appropriate, will be completed by Dec. 1. The "observation" may be held during teacher PLC meetings, etc. as appropriate to the criteria.
4. Pre and post conferences are not required for the Focused Evaluation process.
5. Student growth summary will be due to the supervisor April 30.
6. Final Evaluation Meetings with individuals or teams between May 1 and May 10.
7. Final evaluation will be completed by May 10.

### VIII. SUPPORT FOR BASIC AND UNSATISFACTORY EMPLOYEES

- A. The Association will be notified when any teacher with three or more years of experience is judged below Proficient on the summative evaluation within ten (10) school days.
- B. When a teacher with three or more years of experience is judged below 3 - Proficient, additional support shall be granted to the employee to support their professional development. This may include: PAR assistance, district-provided trainings, coursework and/or various materials.

In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.

### IX. ADDITIONAL SUPPORT FOR PROVISIONAL EMPLOYEES

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

- A. A completed comprehensive evaluation conducted in accordance with Section IX above;
- B. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance and

indicating it has been achieved.

- C. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
- D. Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies;
- E. Written notice to the Association and teacher prior to March 1, or thirty (30) calendar days after the teacher began work, whichever is later.

#### **X. PROBATION**

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. A classroom teacher's work is not judged satisfactory, and therefore the teacher shall be placed on probation, when the overall summative score is 1 - Unsatisfactory. In addition, a continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 - Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements and/or highly-qualified areas shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments and/or highly qualified area.

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 based on the framework. Once the areas of deficiency and the criteria for improvement have been established, they cannot be changed.
- 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

- 1) During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section VI above shall apply to the documentation of observation reports during the probationary period.
- 2) The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. Evaluator(s) may be selected jointly and/or separately by the district and the Association.

### Step 4

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.

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

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

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), a teacher with more than five (5) years of experience shall have earned a score of proficient on the evaluation for inclusion in the employee's district personnel file. A non-provisional teacher with five (5) or fewer years of experience shall have earned a minimum score of basic on the 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.

## **XI. NON-RENEWAL (DISCHARGE)**

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1- Unsatisfactory for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

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

## **XII. EVALUATION RESULTS**

### **A. Evaluation results shall be used:**

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
5. Human Resources and personnel decisions will be bargained when required.
6. Other uses of evaluation results are subject to bargaining.

### **B. Evaluators shall not consider school or District-wide scores when evaluating the individual teacher. For example, there shall be no pre-determined limits on the number of 4's (Distinguished) in a school.**

### Monthly Evaluation Timeline

	COMPREHENSIVE GROUP	FOCUSED GROUP
August	<ul style="list-style-type: none"> <li>• Introduction to Danielson's Framework for Teaching at staff meeting</li> <li>• Review Evaluation guidelines and timeline complete by September 30.</li> </ul>	<ul style="list-style-type: none"> <li>• Introduction to Danielson's Framework for Teaching at staff meeting</li> <li>• Review Evaluation guidelines and timeline complete by September 30.</li> </ul>
September	<ul style="list-style-type: none"> <li>• Staff meeting to handout and review the goal setting form</li> <li>• Meet with the Comprehensive teachers to review TPEP process page and hand out Self Reflection page due to principal mid-month</li> <li>• Evidence gathered for an evaluation cycle begins the first day after school is out until May 1.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff meeting to handout and review the goal setting form</li> <li>• Meet with staff to help review and determine focused criteria for the year (individuals or as groups of teachers)</li> <li>• Evidence gathered for an evaluation cycle begins the first day after school is out until May 1.</li> </ul>
October	<ul style="list-style-type: none"> <li>• Principals meet with teachers to review their Self Reflection, narrow the focus to the goal areas, and begin draft of goal setting form.</li> <li>• Teachers complete and submit final Student Growth Goal form complete by Oct. 31</li> </ul>	<ul style="list-style-type: none"> <li>• Principals meet with individuals or grade level teams to review goal(s) for their chosen focus area</li> <li>• Teachers complete and submit final Student Growth Goal form complete by Oct. 31</li> </ul>
November	<ul style="list-style-type: none"> <li>• Observations and evidence gathered in class to focus on Domains 2 and 3 Components</li> <li>• Evidence gathered during pre and post observation conferences to focus on Domains 1 and 4 Components</li> </ul>	<ul style="list-style-type: none"> <li>• Observations and evidence gathered during team planning sessions <b>or</b> classroom observations for components of the chosen criteria, <b>when required</b>.</li> </ul>
December	<ul style="list-style-type: none"> <li>• First formal observation complete by December 1.</li> </ul>	<ul style="list-style-type: none"> <li>• First formal observation complete by December 1. "Observation" may be held during teacher PLC meetings, etc. as appropriate to the criteria. <b>When required</b>.</li> </ul>
January February	<ul style="list-style-type: none"> <li>• Principal meets with teacher for mid-year review of documented evidence of formal and informal observations</li> <li>• Mid-year review of student growth goals</li> <li>• <b>This step should be done at post observation conferences in the comprehensive process</b></li> </ul>	<ul style="list-style-type: none"> <li>• Principal meets with teacher for mid-year review of documented evidence of formal and informal observations by end of January (summative scoring document)</li> <li>• Meetings may be held as PLC groups if appropriate to the criteria</li> <li>• Mid-year review of student growth goal</li> </ul>
February and March	<ul style="list-style-type: none"> <li>• Observations and evidence gathered in class to focus on Domains 2 and 3 Components</li> <li>• Observations and evidence gathered during team planning and conferences to focus on Domains 1 and 4 Components</li> </ul>	<ul style="list-style-type: none"> <li>• Observations and evidence gathered during team planning sessions or conferences for components in Domains 1 and 4.</li> <li>• Observations and evidence gathered during in class observations for components in Domains 2 and 3. <b>When required</b>.</li> </ul>
April	<ul style="list-style-type: none"> <li>• Student Growth summary due to principal by end of the month.</li> </ul>	<ul style="list-style-type: none"> <li>• Student growth summary due to principal by end of the month</li> <li>• Begin Final Evaluation Meetings</li> </ul>
May	<ul style="list-style-type: none"> <li>• Final formal observation complete by May 1.</li> <li>• Final Evaluation Meeting between May 1 and 15.</li> <li>• Final Evaluation Complete by May 10.</li> </ul>	<ul style="list-style-type: none"> <li>• Final Evaluation Meetings with individuals or teams between May 1 and 10.</li> <li>• Final Evaluation Complete by May 10</li> </ul>

## Teacher Student Growth Goal-Setting Form

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ School Year: \_\_\_\_\_

Focused Evaluation: \_\_\_\_\_ Comprehensive Evaluation: \_\_\_\_\_

**Student Growth Criterion 3:** Recognizing individual student learning needs and developing strategies to address those needs.

Identified academic area	
Identify the subgroup of students	
What is the student growth goal for this subgroup of students?	
What is your first high quality source of data to measure student growth?	
What is your second high quality source of data to measure student growth?	
How will you monitor progress toward the student growth goal?	
Describe collaboration of students, parents and other school staff if appropriate.	
Final results: (To be inserted end of the year)	

**Student Growth Criterion 6:** Using multiple student data elements to modify instruction and improve student learning.

Identified academic area	
Identify the class of students	
What is the student growth goal for this group of students?	
What is your first high quality source of data to measure student growth?	
What is your second high quality source of data to measure student growth?	
How will you monitor achievement of the student growth goal?	
Describe collaboration of students and parents if appropriate.	
Final results: (To be inserted end of the year)	

**Student Growth Criterion 8:** Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Identify grade, school or district team members with whom you are collaborating:	
What is the student growth goal(s)?	
What is your first high-quality source of data to measure student growth?	
What is your second high-quality source of data to measure student growth?	
How will you consistently and actively develop and implement the measures to monitor the growth and achievement during the year?	
Describe your role on the team in the development and implementation of the goal(s): (leader, collaborator, participant, etc.)	

## Teacher Student Growth Goal-Setting Form

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ School Year: \_\_\_\_\_

Focused Evaluation: \_\_\_\_\_ Comprehensive Evaluation: \_\_\_\_\_

**Student Growth Criterion 3:** Recognizing individual student learning needs and developing strategies to address those needs.

Identified academic area	<i>A specific academic area needs to be identified. For example the goal area could be reading or math. If a teacher or a grade were focused on the development of specific skill the goal could be as specific as reading fluency or the ability to complete the 4 basic mathematic operations with fractions.</i>
Identify the subgroup of students	<i>The sub group needs to be "students not reaching their full learning potential". For the goal they may be identified as students below the 40<sup>th</sup> percentile on the Fall MAP assessment. The group needs to be identified specifically so we know whose results we're seeing.</i>
What is the student growth goal for this subgroup of students?	<i>This statement should clearly define the expected growth for this goal.  (A proficient score requires most of the students to make the goal. A distinguished score requires the principal and teacher to agree on a required level of achievement. The specific language for distinguished is that all or nearly all of the students make high growth.)</i>
What is your first high quality source of data to measure student growth?	<i>The measure must include two points in time, essentially a pre- and a post-test, provide information on student performance in the specific goal area and identify the target growth for students.</i>
What is your second high quality source of data to measure student growth?	<i>This is a second measure of the same goal with the same requirements as above. Because this is a high-stakes assessment two measures of the same goal are required in case there are any irregularities in one of the measures.</i>
How will you monitor progress toward the student growth goal?	<i>The rubric specifically calls for data to be used to monitor progress toward the goal. This section should simply state how progress will be monitored. It is assumed that during monitoring of progress toward the goals, instructional adjustments will be made as needed.  For example, "a review of daily work will be used to monitor student progress", or "several writing samples from the reporting period will be collected to monitor student progress".</i>
Describe collaboration of students, parents and other school staff if appropriate.	<i>Collaboration is required for a rating of distinguished in this area. Please include specific information about how such collaboration will be achieved.  Examples: working with team to create curriculum map to implement Common Core Standards; giving students input into rules, procedures, and projects; developing communication strategies with parents and families.</i>
Final results: (To be inserted end of the year)	<i>This is where the data would be included from the first and second growth measures. The data should be phrased in terms of what was actually achieved.</i>

**Student Growth Criterion 6:** Using multiple student data elements to modify instruction and improve student learning.

Identified academic area	<i>A specific academic area needs to be identified. For example the goal area could be reading or math. If a teacher or a grade were focused on the development of specific skill the goal could be as specific as reading fluency or the ability to complete the 4 basic mathematic operations with fractions.</i>
Identify the class of students	<i>Goal 6 focuses on the growth of an entire class. For example, my 5<sup>th</sup> grade class or my 4<sup>th</sup> hour Algebra class.</i>
What is the student growth goal for this group of students?	<i>This statement should clearly define the expected growth for this goal.  (A proficient score requires more than most of the students to make the goal. A distinguished score requires the principal and teacher to agree on a required level of achievement. The specific language for distinguished is that all or nearly all of the students make high growth.)</i>
What is your first high quality source of data to measure student growth?	<i>The measure must include two points in time, essentially a pre- and a post-test, provide information on student performance in the specific goal area and identify the target growth for students.</i>
What is your second high quality source of data to measure student growth?	<i>This is a second measure of the same goal with the same requirements as above. Because this is a high-stakes assessment two measures of the same goal are required in case there are any irregularities in one of the measures.</i>
How will you monitor achievement of the student growth goal?	<i>The rubric specifically calls for data to be used to monitor progress toward the goal. This section should simply state how progress will be monitored. It is assumed that during monitoring of progress toward the goals, instructional adjustments will be made as needed.  For example, "a review of daily work will be used to monitor student progress", or "several writing samples from the reporting period will be collected to monitor student progress".</i>
Describe collaboration of students and parents if appropriate.	<i>Collaboration is required for a rating of distinguished in this area. Please include specific information about how such collaboration will be achieved.  Examples: working with team to create curriculum map to implement Common Core Standards; giving students input into rules, procedures, and projects; developing communication strategies with parents and families.</i>
Final results: (To be inserted end of the year)	<i>This is where the data would be included from the first and second growth measures. The data should be phrased in terms of what was actually achieved.</i>

**Student Growth Criterion 8:** Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Identify grade, school or district team members with whom you are collaborating:	<i>List the names of those with whom you will be collaborating.</i>
What is the student growth goal(s)?	<i>This statement should clearly define the expected growth for this goal.</i>
What is your first high-quality source of data to measure student growth?	<i>The measure must include two points in time, essentially a pre- and a post-test, and provide information on student performance in the specific goal area.</i>
What is your second high-quality source of data to measure student growth?	<i>This is a second measure of the same goal with the same requirements as above. Because this is a high stakes assessment two measures of the same goal are required in case there are any irregularities in one of the measures.</i>
How will you consistently and actively develop and implement the measures to monitor the growth and achievement during the year?	<i>The student growth component in Criterion 8 emphasizes the development and implementation of the growth measures. Please describe how these measures will be used to monitor growth. For example, "after each assessment period our team will share the results, discuss the implications for instruction, and adjust instruction as appropriate."</i>
Describe your role on the team in the development and implementation of the goal(s): (leader, collaborator, participant, etc.)	<i>This description should include how you will work with your team. Do you see yourself as a leader on the team? How will you actively participate? Does that participation include attending meetings, developing materials, working with a partner on the development of teacher resources? Be as specific as possible.</i>



# Teacher Self-Reflection Form Comprehensive

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

CRITERIA AND COMPONENTS		Unsat	Basic	Prof	Dist
<b>1</b>	<b>Centering instruction on high expectations for student achievement.</b>				
1.1	Establishing a culture for learning (2b)				
1.2	Communicating with students (3a)				
1.3	Engaging students in learning (3c)				

Rationale:

Evidence:

<b>2</b>	<b>Demonstrating effective teaching practices</b>				
2.1	Using questioning and discussion techniques (3b)				
2.2	Reflecting on teaching (4a)				

Rationale:

Evidence:

<b>3</b>	<b>Recognizing individual student learning needs and developing strategies to address those needs.</b>				
3.1	Demonstrating knowledge of students (1b)				
3.2	Demonstrating flexibility and responsiveness (3e)				
3.3	Establish Student Growth Goal(s)				
3.4	Achievement of Student Growth Goal(s)				

Rationale:

Evidence:



Teacher Self-Reflection Form  
Comprehensive

CRITERIA AND COMPONENTS		Unsat	Basic	Prof	Dist
4	Providing clear and intentional focus on subject matter content and curriculum.				
4.1	Demonstrating knowledge of content and pedagogy (1a)				
4.2	Setting instructional outcomes (1c)				
4.3	Demonstrating knowledge of resources (1d)				
4.4	Designing coherent instruction (1e)				

Rationale:

Evidence:

5	Fostering and managing a safe, positive learning environment.				
5.1	Creating an environment of respect and rapport (2a)				
5.2	Manages classroom procedures (2c)				
5.3	Manages student behavior (2d)				
5.4	Organizes physical space (2e)				

Rationale:

Evidence:

6	Using multiple student data elements to modify instruction and improve student learning.				
6.1	Designing student assessments (1f)				
6.2	Using assessment in instruction (3d)				
6.3	Maintaining accurate records (4b)				
6.4	Establish Student Growth Goal(s)				
6.5	Achievement of Student Growth Goal(s)				

Rationale:

Evidence:



# Teacher Self-Reflection Form Comprehensive

CRITERIA AND COMPONENTS		Unsat	Basic	Prof	Dist
<b>7</b>	<b>Communicating and collaborating with parents and the school community.</b>				
7.1	Communicating with families (4c)				

Rationale:

Evidence:

<b>8</b>	<b>Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</b>				
8.1	Participating in a professional community (4d)				
8.2	Growing and developing professionally (4e)				
8.3	Showing professionalism (4f)				
8.4	Establish student growth goals, implement, and monitor growth				

Rationale:

Evidence:



# Classroom Teacher Evaluation

# Comprehensive/Focused Evaluation

Employee: \_\_\_\_\_

Building/Program: \_\_\_\_\_

Evaluator: \_\_\_\_\_ School Year: \_\_\_\_\_

Dates of observations: \_\_\_\_\_ Date of final conference: \_\_\_\_\_

Criterion Score		Score
1	Expectations Centering Instruction on high expectations for student achievement	
2	Instruction: Demonstrating effective teaching practices	
3	Differentiation: Recognizing individual student learning needs and developing strategies to address those needs.	
4	Content Knowledge: Providing clear and intentional focus on subject matter content and curriculum.	
5	Learning Environment: Fostering and managing a safe, positive learning environment.	
6	Assessment: Using multiple student data elements to modify instruction and improve student learning.	
7	Families and Community: Communicating and collaborating with parents and school community	
8	Professional Practice: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	
Total		

## Criterion Scoring

Score	8-14	15-21	22-28	29-32
Rating	Unsatisfactory	Basic	Proficient	Distinguished

Criterion Score \_\_\_\_\_ Criterion Rating \_\_\_\_\_

Student Growth Score		Score
SG 3.1	Recognizing individual student learning needs and developing strategies to address those needs. Establish Student Growth Goal(s) (3.3)	
SG 3.2	Recognizing Individual student learning needs and developing strategies to address those needs. Achievement of Student Growth Goal(s) (3.4)	
SG 6.1	Using multiple student data elements to modify instruction and improve student learning and criteria. Establish Student Growth Goal(s) (6.4)	
SG 6.2	Using multiple student data elements to modify instruction and improve student learning and criteria. Achievement of Student Growth Goal(s) (6.5)	
SG 8.1	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. Establish Student Growth Goals, Implement, and Monitor Growth (8.4)	
Total		

## Student Growth Scoring

Score	5-12	13-17	18-20
Rating	Low	Average	High

Student Growth Score \_\_\_\_\_ Student Growth Rating \_\_\_\_\_

Overall Rating (Circle One) Unsatisfactory Basic Proficient Distinguished

**Evaluator Comments:****Evaluatee Comments:**

The evaluator and evaluatee have conferred on the type of evaluation to be used for the following school year and agree to use: \_\_\_\_\_ Comprehensive \_\_\_\_\_ Focused Plan \_\_\_\_\_ Plan of Improvement

**Signatures:**

The employee's signature below indicates his or her receipt of this evaluation report only and does not imply that he or she agrees with the contents of the report and/or summative score.

\_\_\_\_\_  
Evaluatee\_\_\_\_\_  
Evaluator\_\_\_\_\_  
Date**Scoring Chart**

DISTINGUISHED Criterion Score 29-32	PROFICIENT 1 year Student Growth Inquiry	DISTINGUISHED	
PROFICIENT Criterion Score 22-28	PROFICIENT 1 year Student Growth Inquiry	PROFICIENT	
BASIC Criterion Score 15-21	BASIC 1 year Student Growth Inquiry	BASIC	
UNSATISFACTORY Criterion Score 8-14	UNSATISFACTORY Plan of Improvement		
	LOW STUDENT GROWTH 5-12	AVERAGE STUDENT GROWTH 13-17	HIGH STUDENT GROWTH 18-20



Observation/Conference Report  
Form C

Teacher

Class/Subject:

Conference/Observation Date:

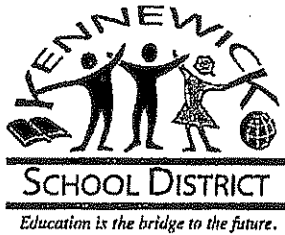
Time Started:

Time Ended:

	Planning and Preparation
	1a Demonstrating Knowledge of Content and Pedagogy
	1b Demonstrating Knowledge of Students
	1c Setting Instructional Outcomes
	1d Demonstrating Knowledge of Resources
	1e Designing Coherent Instruction
	1f Designing Student Assessment
	Professional Responsibilities
	4 a Reflecting On Teaching
	4b Maintaining Accurate Records
	4c Communicating With Families
	4d Participating in a Professional Community
	4e Growing and Developing Professionally
	4f Showing Professionalism

Evaluatee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Observation Report  
Form C

Teacher: \_\_\_\_\_ Class/Subject: \_\_\_\_\_  
 Observation Date: \_\_\_\_\_ Time Started: \_\_\_\_\_ Time Ended: \_\_\_\_\_

Time	Literal Notes	Danielson Framework
		<b>Classroom Environment</b>  2a Creating an Environment of Respect and Rapport  2b Creating a Culture of Learning  2c Managing Classroom Procedures  2d Managing Student Behavior  2 e Managing Physical Space  <b>Instruction</b>  3a Communicating with Students  3 B Using Question and Discussion Techniques  3 c Engaging Students in Learning  3d Using Assessments in Instruction  3e Demonstrating Flexibility and Responsiveness

Evaluatee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Observation Report

Form C

Teacher

Observation Date

Class/Subject

Time Started

Time Ended

# Evidence Report Form

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Subject/Class \_\_\_\_\_ Time \_\_\_\_\_

DOMAIN ONE: Planning and Preparation	
1a. Demonstrating knowledge of content and pedagogy	1a. Demonstrating knowledge of content and pedagogy (SC4) <ul style="list-style-type: none"> <li>• Knowledge of content and the structure of the discipline</li> <li>• Knowledge of prerequisite relationships</li> <li>• Knowledge of content/related pedagogy</li> </ul>
1b. Demonstrating knowledge of students	1b. Demonstrating knowledge of students (SC3) <ul style="list-style-type: none"> <li>• Knowledge of child and adolescent development</li> <li>• Knowledge of the learning process</li> <li>• Knowledge of students' skills, knowledge and language proficiency</li> <li>• Knowledge of students' interests and cultural heritage</li> <li>• Knowledge of students' special needs</li> </ul>
1c. Setting instructional outcomes	1c. Setting instructional outcomes (SC4) <ul style="list-style-type: none"> <li>• Value, sequence and alignment</li> <li>• Clarity</li> <li>• Balance</li> <li>• Suitability for diverse learners</li> </ul>
1d. Demonstrating knowledge of resources	1d. Demonstrating knowledge of resources (SC4) <ul style="list-style-type: none"> <li>• Resources for classroom use</li> <li>• Resources to extend content knowledge and pedagogy</li> </ul> Resources for students
1e. Designing coherent instruction	1e. Designing coherent instruction (SC4) <ul style="list-style-type: none"> <li>• Learning activities</li> <li>• Instructional materials and resources</li> <li>• Instructional groups</li> <li>• Lesson and unit structure</li> </ul>
1f. Designing student assessments	1f. Designing student assessments (SC6) <ul style="list-style-type: none"> <li>• Congruence with instructional outcomes</li> <li>• Criteria and standards</li> <li>• Design of formative assessment</li> <li>• </li> </ul>

Signature \_\_\_\_\_

# Evidence Report Form

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Subject/class \_\_\_\_\_ Time \_\_\_\_\_

DOMAIN TWO: Classroom Environment	
2a: Demonstrate Environment of Respect and Rapport	2a. Creating an environment of respect and rapport (SC5) <ul style="list-style-type: none"> <li>• Teacher interaction with students</li> <li>• Student interactions with one another</li> </ul>
2b: Creating a Culture of Learning	2b. Establishing a culture for learning (SC1) <ul style="list-style-type: none"> <li>• Importance of the content</li> <li>• Expectations for learning and achievement</li> <li>• Student pride in work</li> </ul>
2c: Managing Classroom Procedures	2c. Managing classroom procedures (SC5) <ul style="list-style-type: none"> <li>• Management of instructional groups</li> <li>• Management of transitions</li> <li>• Management of materials and supplies</li> <li>• Performance of non-instructional duties</li> <li>• Supervision of volunteers and paraprofessionals</li> </ul>
2d: Managing Student Behavior	2d. Managing student behavior (SC5) <ul style="list-style-type: none"> <li>• Expectations</li> <li>• Monitoring student behavior</li> <li>• Responses to student misbehavior</li> </ul>
2e: Managing Physical Space	2e. Organizing physical space (SC5) <ul style="list-style-type: none"> <li>• Safety and accessibility</li> <li>• Arrangement of furniture and use of physical resources</li> </ul>

Signature \_\_\_\_\_

# Evidence Report Form

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Subject/class \_\_\_\_\_

Time \_\_\_\_\_

DOMAIN THREE: Instruction	
3a: Communicating with Students	<p>3a. Communicating with students (SC1)</p> <ul style="list-style-type: none"><li>• Expectations for learning</li><li>• Directions and procedures</li><li>• Explanations of content</li><li>• Use of oral and written language</li></ul>
3b: Using Questioning and Discussion Techniques	<p>3b. Using questioning and discussion techniques (SC2)</p> <ul style="list-style-type: none"><li>• Quality of questions</li><li>• Discussion techniques</li><li>• Student participation</li></ul>
3c: Engaging Students in Learning	<p>3c. Engaging students in learning (SC1)</p> <ul style="list-style-type: none"><li>• Activities and assignments</li><li>• Grouping of students</li><li>• Instructional materials and resources</li><li>• Structure and pacing</li></ul>
3d: Using Assessment in Instruction	<p>3d. Using assessment in instruction (SC6)</p> <ul style="list-style-type: none"><li>• Assessment criteria</li><li>• Monitoring of student learning</li><li>• Feedback to students</li><li>• Student self-assessment and monitoring of progress</li></ul>
3e: Demonstrating Flexibility and Responsiveness	<p>3e. Demonstrating flexibility and responsiveness (SC3)</p> <ul style="list-style-type: none"><li>• Lesson adjustment</li><li>• Response to students</li><li>• Persistence</li></ul>

Signature \_\_\_\_\_

# Evidence Report Form

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Subject/class \_\_\_\_\_

Time \_\_\_\_\_

DOMAIN FOUR: Instruction	
4a. Reflecting on teaching	4a. Reflecting on teaching (SC2) <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Use in future teaching</li> </ul>
4b. Maintaining accurate records	4b. Maintaining accurate records (SC6) <ul style="list-style-type: none"> <li>• Student completion of assignments</li> <li>• Student progress in learning</li> <li>• Non-instructional records</li> </ul>
4c. Communicating with families	4c. Communicating with families (SC7) <ul style="list-style-type: none"> <li>• Information about the instructional program</li> <li>• Information about individual students</li> <li>• Engagement of families in the instructional program</li> </ul>
4d. Participating in a professional community	4d. Participating in a professional community (SC8) <ul style="list-style-type: none"> <li>• Relationships with colleagues</li> <li>• Involvement in a culture of professional inquiry</li> <li>• Service to school</li> <li>• Participation in school and district projects</li> </ul>
4e. Growing and developing professionally	4e. Growing and developing professionally (SC8) <ul style="list-style-type: none"> <li>• Enhancement of content knowledge and pedagogical skill</li> <li>• Receptivity to feedback from colleagues</li> <li>• Service to profession</li> </ul>
4f. Showing professionalism	4f. Showing professionalism (SC8) <ul style="list-style-type: none"> <li>• Integrity and ethical conduct</li> <li>• Service to students</li> <li>• Advocacy</li> <li>• Decision making</li> <li>• Compliance with school and district regulations</li> </ul>

Signature \_\_\_\_\_

# Kennewick School District Certificated Staff Evaluation

Evaluatee Name: \_\_\_\_\_ Evaluator Name: \_\_\_\_\_  
 Position: \_\_\_\_\_ Title: \_\_\_\_\_  
 Building: \_\_\_\_\_ Observation Dates/Times: \_\_\_\_\_

## Evaluation Criteria

**I. Instructional Skill** – The Certificated classroom teacher demonstrates, in his/her performance, a competence level of knowledge and skill in designing and conducting an instructional experience.

	Satisfactory	Unsatisfactory	Not Observed
1. Plans instruction to engage students and achieve teacher selected-objective/purpose.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Delivers instruction toward teacher specified learner objectives /purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Monitors students' progress and-makes appropriate adjustments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**II. Classroom Management** – The Certificated classroom teacher demonstrates, in his/her performance, a competence level of knowledge and skill in organizing the physical/human elements in the educational setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Organizes for routine detail.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Creates a positive classroom climate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains accurate records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**III. Handling of Student Discipline and Attendant Problems** – The Certificated classroom teacher demonstrates the ability to manage the non-instruction human dynamics in the educational setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Establishes and maintains order and discipline in the classroom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Encourages students to develop courtesy, self-control, respect and responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**IV. Interest in Teaching Pupils** – The Certificated classroom teacher demonstrates an understanding of and commitment to each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for, or enjoyment in, working with pupils.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates an interest in teaching and working with pupils.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**V. Professional Preparation and Scholarship** – The Certificated classroom teacher exhibits, in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects and implements instructional methods appropriate to the pupils taught and learning outcomes/results desired.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Uses principles of learning (Purpose, Engagement Rigor, Results) as a basis for the design of learning experiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

## VI. Knowledge of Subject Matter

	Satisfactory	Unsatisfactory	Not Observed
1. Possesses academic background appropriate to the assigned grade level or subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates an interest in the subject.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

## VII. Efforts Toward Improvement When Needed

	Satisfactory	Unsatisfactory	Not Observed
1. Sets goals for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

Date: \_\_\_\_\_ Teacher: \_\_\_\_\_

Date: \_\_\_\_\_ Administrator: \_\_\_\_\_

## **Certificated Employee's Traditional Evaluation Timelines (form A)**

### **Traditional Evaluation Process**

- Traditional form, two formal observations, and completed Form A by May 15
- Employees must transition to the Comprehensive/Focused Evaluation by 2015-16
- At least one of the two observations is predetermined by the evaluator & employee
- Each observation must be at least 30 minutes in length
- Observations must be documented in writing on the traditional Form C and a copy provided to the employee within three (3) school days
- Continuing employees will have a post-observation conference within ten (10) days of the observation
- If there is a deficiency (unsatisfactory), the results must be documented on the traditional Form A and a copy given to the employee within three (3) school days
- A minimum of one observation of continuing employees must be completed by Dec. 1
- A second observation must be completed by May 1
- Complete traditional Form A by May 15

C

Form C

## Observation Report Form

Teacher/ESA \_\_\_\_\_ Class/Subject \_\_\_\_\_

Observation Date \_\_\_\_\_ Time Started \_\_\_\_\_ Time Finished \_\_\_\_\_

Observer's Signature \_\_\_\_\_

Teacher/ESA's Signature \_\_\_\_\_ (Signature indicates receipt of this report)

Date \_\_\_\_\_

bj/ej 9/01

**Evaluatee** Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Building: \_\_\_\_\_

**Evaluator** Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Observation Dates/Times: \_\_\_\_\_

**CERTIFICATED SUPPORT PERSONNEL: Psychologist, Speech & Language Pathologist, Occupational Therapist, Physical Therapist, Vision Specialist, Social Worker Evaluation Criteria**

**I. Knowledge, Preparation, and Scholarship in Special Field:** The specialist demonstrates a depth of knowledge of theory and content in the special field, demonstrates an understanding of and knowledge about common school education at grade levels served, and demonstrates the ability to integrate an area of specialty into the total school setting.

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Demonstrates understanding of the basic principles of human growth and development.                                  | Satisfactory             | Unsatisfactory           | Not Observed             |
| 2. Demonstrates awareness of the law as it relates to areas of specialization.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Relates and applies knowledge, research findings, and theory deriving from the development of a program of services. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- Comments: \_\_\_\_\_

**II. Specialized Instructional Skills:** The specialist demonstrates competency (skill & knowledge) in designing and conducting specialized programs of prevention, instruction, remediation or evaluation.

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Designs and conducts a program providing specific and unique services within the individual's specific discipline.           | Satisfactory             | Unsatisfactory           | Not Observed             |
| 2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates ability to administer assessment procedures or supervise those who will administer assessment procedures.       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Demonstrates ability to assist teachers & administrators in integrating specialized information into the curricular program. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Understands his/her specialized role, functions within its confines, and makes referrals where appropriate.                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Demonstrates ability to communicate through clear, prompt, & accurate reports.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- Comments: \_\_\_\_\_

**III. Classroom Management/Management of Special & Technical Environment:** The specialist demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs.                   | Satisfactory             | Unsatisfactory           | Not Observed             |
| 2. Demonstrates the use & an understanding of the limitations and restrictions of devices, materials & procedures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Organizes, circulates, maintains & evaluates appropriate materials & information.                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Effectively manages student behavior & activities within the the specialized environment                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- Comments: \_\_\_\_\_

**IV. The Specialist as a Professional:** The specialist demonstrates awareness of his/her limitations and strengths and attempts to improve & enhance competence.

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Demonstrates awareness of responsibilities to students, parents, & other educational personnel.                       | Satisfactory             | Unsatisfactory           | Not Observed             |
| 2. Demonstrates an interest in students & a positive attitude in working with students, staff, administration & parents. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- Comments: \_\_\_\_\_

**V. Involvement in Assisting Pupils, & Educational Personnel:** The specialist demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized services.

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Consults with other staff, school personnel & parents, concerning the development, coordination, and/or extension of services to those with special needs. | Satisfactory             | Unsatisfactory           | Not Observed             |
| 2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- Comments: \_\_\_\_\_

**VI. Efforts Toward Improvement When Needed**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Sets goals for improvement.          | Satisfactory             | Unsatisfactory           | Not Observed             |
| 2. Demonstrates willingness to improve. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Evaluatee** \_\_\_\_\_ **Evaluator** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Position:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Building:** \_\_\_\_\_ **Observation Dates/Times:** \_\_\_\_\_

Kennewick School District  
 Form: A-2

# **LIBRARIAN EVALUATION CRITERIA**

**I. Knowledge, Preparation, and Scholarship in Special Field:** The librarian demonstrates a depth and breadth of knowledge of theory and content in the special field; demonstrates an understanding of and knowledge about common school education at grade levels served and demonstrates the ability to integrate an area of specialty into the total school setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates understanding of the basic principles of human growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates awareness of the law as it relates to areas of specialization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Relates and applies knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** \_\_\_\_\_

**II. Specialized Instructional Skills:** The librarian demonstrates competency (skill & knowledge) in designing and conducting specialized programs.

	Satisfactory	Unsatisfactory	Not Observed
1. Utilizes reference tools to respond to questions from students and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishes systematic arrangement of materials providing easy access to the media collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Facilitates use of audio-visual equipment and technology.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Effectively instructs students in use of resources within the library media center.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Effectively manages student behavior and activities within the library media center.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** \_\_\_\_\_

**III. Management of Library Media Center:** The librarian demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects print and non-print material appropriate to the needs of students and staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Organizes, circulates, maintains, and evaluates the library media collection.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Instructs and supervises the library staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Prepares and maintains a budget and delivers prompt and accurate reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** \_\_\_\_\_

**IV. The Librarian as a Professional:** The librarian demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Participates in professional activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates an interest in students and a positive attitude, in working with students, staff, administrators, and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates an awareness of professional strengths, needs, and limitations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates adaptability and accepts new ideas and methods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** \_\_\_\_\_

**V. Involvement in Assisting Pupils, Parents and Educational Personnel:** The librarian demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized services.

	Satisfactory	Unsatisfactory	Not Observed
1. Established learning objectives consistent with the learning needs of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provides appropriate learning experiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Interprets library media program to staff and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cooperates with staff in materials selection and curriculum development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Understands curriculum content of grade levels served.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Communicates availability of resources to staff and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** \_\_\_\_\_

**VI. Efforts Toward Improvement When Needed**

	Satisfactory	Unsatisfactory	Not Observed
1. Sets goals for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** \_\_\_\_\_

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

**Employee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluatee**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Building: \_\_\_\_\_

**Evaluator**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Observation Dates/Times: \_\_\_\_\_

Kennebick School District  
Form: A-3

**COUNSELOR EVALUATION CRITERIA**

**I. Knowledge, Preparation, and Scholarship in Special Field:** The counselor demonstrates a depth and breadth of knowledge of theory and content in the special field; demonstrates an understanding of and knowledge about common school education at grade levels served and demonstrates the ability to integrate an area of specialty into the total school setting.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates understanding of the basic principles of human growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates awareness of the law as it relates to areas of specialization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Relates and applies knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**II. Specialized Instructional Skills:** The counselor demonstrates competency (skill & knowledge) in designing and conducting specialized programs of prevention, instruction, remediation or evaluation, where applicable.

	Satisfactory	Unsatisfactory	Not Observed
1. Designs and conducts a program providing specific and unique instruction and services appropriate to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates ability to administer assessment procedures or organize and prepare those who will administer assessment procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates ability to assist teachers and administrators in interpreting and integrating specialized information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Understands his/her specialized role, functions within its confines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrates ability to communicate through clear, prompt and accurate reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Demonstrates awareness of professional and community resources and makes appropriate referrals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**III. Classroom Management/Management of Special and Technical Environment:** The counselor demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates the use and an understanding of the limitations and restrictions of tests, devices, materials, and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Organizes, circulates materials, and evaluates appropriate material and information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Prepares budget and orders materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Effectively manages student behavior and activities within the specialized environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**IV. The Counselor as a Professional:** The counselor demonstrates awareness of his/her limitations and strengths and attempts to improve & enhance competence.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates awareness of responsibilities to students, parents, and other educational personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates an interest in students and in working with students, staff, administrators, and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Accepts and incorporates criticism and praise to develop professionally.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates adaptability and accepts new ideas and methods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**V. Involvement in Assisting Pupils, Parents and Educational Personnel:** The counselor demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized services.

	Satisfactory	Unsatisfactory	Not Observed
1. Consult with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those with special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communication.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**VI. Efforts Toward Improvement When Needed**

	Satisfactory	Unsatisfactory	Not Observed
1. Sets goals for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

bj/ej 9/01

**Evaluatee**  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Building: \_\_\_\_\_

**Evaluator**  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Observation Dates/Times: \_\_\_\_\_

Kennebick School District  
 Form: A-4

# **NURSE EVALUATION CRITERIA**

- I. Knowledge, Preparation, and Scholarship in Special Field:** The nurse demonstrates knowledge of school nursing theory, demonstrates an understanding of common school education at the various grade level settings and is able to integrate the school nurse specialty into the school setting.
- |  | Satisfactory             | Unsatisfactory           | Not Observed             |
|--|--------------------------|--------------------------|--------------------------|
| 1. Demonstrates understanding of the basic principles of human growth and development.                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates an awareness of state and federal laws as they relate to the specialization of school nursing. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Applies knowledge and research findings from the science of school nursing into the school setting.         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

- II. Specialized Instructional Skills:** The school nurse demonstrates skill and knowledge in the specialized field of school nursing.

- |  | Satisfactory             | Unsatisfactory           | Not Observed             |
|--|--------------------------|--------------------------|--------------------------|
| 1. Designs and conducts specific and unique instruction and services appropriate to student needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Performs mandated school health screenings according to state and school district regulations.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Maintains accurate student health records.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Conducts individual school health assessments as necessary, with appropriate follow through.    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Serves as a liaison between the school, health, medical and community agencies.                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

- III. Classroom Management/Management of Special and Technical Environment:** The school nurse demonstrates competency with equipment necessary to allow health-impaired students to attend school.

- |  | Satisfactory             | Unsatisfactory           | Not Observed             |
|--|--------------------------|--------------------------|--------------------------|
| 1. Becomes familiar with specialized equipment necessary to allow students with a health impairment to attend school.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Facilitates the exchange of information necessary to educate non-nursing staff with health care procedures being performed in the school setting.                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Selects, trains and supervises non-licensed staff that need to assist students with specific nursing tasks at school (i.e. catheterizations, oral medications, etc.). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Effectively manages student behavior and activities within the specialized environment.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

- IV. The Nurse as a Professional:** The school nurse demonstrates knowledge of the science of school nursing and a commitment to education as a profession.

- |   | Satisfactory             | Unsatisfactory           | Not Observed             |
|---|--------------------------|--------------------------|--------------------------|
| 1. Uses current nursing information and research in the designing of health care plans.                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Possesses the academic background appropriate to the assigned grade level.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates an interest in students and a positive attitude in working with students, staff, administrators, and parents. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

- V. Involvement in Assisting Pupils, Parents and Educational Personnel:** The school nurse demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized services.

- |   | Satisfactory             | Unsatisfactory           | Not Observed             |
|---|--------------------------|--------------------------|--------------------------|
| 1. Consult with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those with special needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communication.    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

## **VI. Efforts Toward Improvement When Needed**

- |   | Satisfactory             | Unsatisfactory           | Not Observed             |
|---|--------------------------|--------------------------|--------------------------|
| 1. Sets goals for improvement.          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates willingness to improve. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Evaluatee**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Title: \_\_\_\_\_  
Building: \_\_\_\_\_

**CONSULTING PEER EDUCATOR**

- I. **Knowledge, Preparation, and Scholarship in Special Field:** The CPE demonstrates a depth of knowledge of theory. Demonstrates an understanding of a knowledge about common school education at grade levels, and demonstrates the ability to instruct novice teachers.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates understanding of the basic principles of human growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates awareness of the law as it relates to the novice teacher's area(s) of specialization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Relates and integrates knowledge, research findings and learning theory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

- II. **Specialized Instructional Skills:** The CPE demonstrates competency (skill & knowledge) in designing and conducting specialized, individualized programs for novice teachers.

	Satisfactory	Unsatisfactory	Not Observed
1. Assists the novice teacher in creating, synthesizing and integrating assessment data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates ability to assist teachers in assessment procedures and relays the importance of standardized assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates ability to assist novice teachers to integrate programs and strategies that address the district frameworks and the state EALRS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Understands his/her specialized role, functions within its confines, and makes referrals where appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates ability to communicate through clear, prompt & accurate verbal and written information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Evaluator**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Observation Dates/Times: \_\_\_\_\_

	Satisfactory	Unsatisfactory	Not Observed
6. Helps novice teachers work with diverse learners.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Advises/models for novice teachers regarding instructional strategies. Gives constructive feedback.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

**III.**

**Classroom Management/Management of Special & Technical Environment:** The CPE demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates the use & an understanding of the equipment and materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Organizes, shares, maintains & evaluates appropriate materials & information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Advises/models for novice teachers regarding classroom management strategies. Gives constructive feedback.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

- IV. **The CPE as a Professional:** The CPE attempts to improve & enhance competence of novice teachers in the areas below.

	Satisfactory	Unsatisfactory	Not Observed
1. Awareness of job responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Exhibits/models professional behavior on interpersonal skills in relation to: <input type="checkbox"/> novice teachers <input type="checkbox"/> administration <input type="checkbox"/> colleagues <input type="checkbox"/> students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains confidentiality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Possesses and exhibits strong communication skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

# V. Involvement in Assisting Novice Teachers & Educational Personnel

	Satisfactory	Unsatisfactory	Not Observed
1. The CPE demonstrates competency and initiative in offering assistance to novice teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The CPE demonstrates competency and initiative in identifying those needing specialized services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Referral of novice teacher to appropriate resources to help them assist students with diverse and/or special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Develops positive rapport with novice teachers, staff, and other educational personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

# VI. Efforts Toward Improvement When Needed:

1. Sets goals for improvement. ☐
2. Demonstrates willingness to improve. ☐

Comments: \_\_\_\_\_

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**Evaluatee**

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Title: \_\_\_\_\_  
Building: \_\_\_\_\_

**TOSA – Teacher on Special Assignment**

- I. Knowledge, Preparation, and Scholarship in Special Field:** The TOSA demonstrates a depth of knowledge of theory. Demonstrates an understanding of a knowledge about common school education at grade levels, and demonstrates the ability to instruct teachers.

Satisfactory    Unsatisfactory    Not Observed

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Demonstrates understanding of the basic principles of human growth and development.                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates awareness of the law as it relates to the novice teacher's area(s) of specialization. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Relates and integrates knowledge, research findings and learning theory.                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

- II. Specialized Instructional Skills:** The TOSA demonstrates competency (skill & knowledge) in designing and conducting specialized, individualized programs for novice teachers.

Satisfactory    Unsatisfactory    Not Observed

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1. Assists the novice teacher in creating, synthesizing and integrating assessment data.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates ability to assist teachers in assessment procedures and relays the importance of standardized assessment.                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates ability to assist novice teachers to integrate programs and strategies that address the district frameworks and the state EALRS. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Understands his/her specialized role, functions within its confines, and makes referrals where appropriate.                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Demonstrates ability to communicate through clear, prompt & accurate verbal and written information.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Evaluator**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Observation Dates/Times: \_\_\_\_\_

Satisfactory    Unsatisfactory    Not Observed

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 6. Helps novice teachers work with diverse learners.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Advises/models for novice teachers regarding instructional strategies. Gives constructive feedback. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

**III.**

**Classroom Management/Management of Special & Technical Environment:** The TOSA demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

Satisfactory    Unsatisfactory    Not Observed

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Demonstrates the use & an understanding of the equipment and materials.                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Organizes, shares, maintains & evaluates appropriate materials & information.                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Advises/models for novice teachers regarding classroom management strategies. Gives constructive feedback. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

- IV. The TOSA as a Professional:** The TOSA attempts to improve & enhance competence of novice teachers in the areas below.

Satisfactory    Unsatisfactory    Not Observed

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1. Awareness of job responsibilities.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Exhibits/models professional behavior on interpersonal skills in relation to:<br><input type="checkbox"/> novice teachers <input type="checkbox"/> administration<br><input type="checkbox"/> colleagues <input type="checkbox"/> students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Maintains confidentiality.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Possesses and exhibits strong communication skills.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: \_\_\_\_\_

# V. Involvement in Assisting Teachers & Educational Personnel

	Satisfactory	Unsatisfactory	Not Observed
1. The TOSA demonstrates competency and initiative in offering assistance to teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The TOSA demonstrates competency and initiative in identifying those needing specialized services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Referral of teachers to appropriate resources to help them assist students with diverse and/or special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Develops positive rapport with teachers, staff, and other educational personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____			

# VI. Efforts Toward Improvement When Needed:

1. Sets goals for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates willingness to improve.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____			

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

## **Certificated Staff Hiring Procedures**

Recognition of association needs:

- 1) In-building, teacher-based transfers need to be made to vacant positions, allowing senior staff preferential placement.
- 2) Surplus employees need to be transferred or assigned administratively.
- 3) Posted positions need to follow contract language.

Recognition of district administrative needs:

- 1) Principals need to make in-building transfers to vacant positions.
- 2) Principals need to place staff after considering specialized credentials, endorsements, addition of surplus staff, reduction of previous staff, or special circumstances.
- 3) Principals have concerns about teacher initiated transfers to their buildings.

The district agrees to contact the association in cases of recognition of district administrative needs, Sections 1, 2, and 3 in an attempt to mutually seek solutions, in recognition of each other's needs as stated above. In the event no resolution can be achieved, the matter will be brought to the attention of the superintendent, who will render a final decision.

## **Just Cause**

The Just Cause standards are provided in the appendix as information for the employee.

### Just Cause/Seven Key Tests

1. NOTICE: "Did the Employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. REASONABLE RULE OR ORDER: "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. INVESTIGATION: "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
4. FAIR INVESTIGATION: "Was the Employer's investigation conducted fairly and objectively?"
5. PROOF: "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. EQUAL TREATMENT: "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. PENALTY: "Was the degree of discipline administered by the Employer in a particular case reasonably related to:
  - a. the seriousness of the employee's proven offense, and
  - b. the record of the employee in his service with the Employer?"

Employees are directed to the KSD web site for the Kennewick School District Board Policies and Procedures. Employees who violate Board Policies and Procedures are subject to discipline.

**WA State Salary Allocation Schedule (SAS)  
2013-2014 (1350 Hours)**

STEP> Grade (Yrs)	A(1) BA	B(2) BA +15	C(3) BA +30	D(4) BA +45	E(5) BA +90	F(6) BA +135 (capped 1992)	G(7) MA	H(8) MA +45	I(9) MA +90/PhD	Years
0	\$34,048	\$34,968	\$35,920	\$36,875	\$39,939	\$41,913	\$40,820	\$43,885	\$45,860	0
	\$25,221	\$25,902	\$26,607	\$27,315	\$29,584	\$31,047	\$30,237	\$32,507	\$33,970	
1	\$34,506	\$35,439	\$36,403	\$37,400	\$40,496	\$42,459	\$41,274	\$44,370	\$46,332	1
	\$25,560	\$26,251	\$26,965	\$27,704	\$29,997	\$31,451	\$30,573	\$32,867	\$34,320	
2	\$34,943	\$35,884	\$36,859	\$37,933	\$41,020	\$43,004	\$41,731	\$44,818	\$46,802	2
	\$25,884	\$26,581	\$27,303	\$28,099	\$30,385	\$31,855	\$30,912	\$33,199	\$34,668	
3	\$35,393	\$36,343	\$37,329	\$38,437	\$41,518	\$43,549	\$42,164	\$45,243	\$47,276	3
	\$26,217	\$26,921	\$27,651	\$28,472	\$30,754	\$32,259	\$31,233	\$33,513	\$35,019	
4	\$35,834	\$36,826	\$37,818	\$38,964	\$42,064	\$44,110	\$42,618	\$45,718	\$47,765	4
	\$26,544	\$27,279	\$28,013	\$28,862	\$31,159	\$32,674	\$31,569	\$33,865	\$35,381	
5	\$36,290	\$37,287	\$38,288	\$39,498	\$42,586	\$44,673	\$43,080	\$46,169	\$48,256	5
	\$26,881	\$27,620	\$28,361	\$29,258	\$31,545	\$33,091	\$31,911	\$34,199	\$35,745	
6	\$36,759	\$37,734	\$38,769	\$40,039	\$43,113	\$45,211	\$43,552	\$46,626	\$48,723	6
	\$27,229	\$27,951	\$28,718	\$29,659	\$31,936	\$33,490	\$32,261	\$34,538	\$36,091	
7	\$37,582	\$38,572	\$39,621	\$40,960	\$44,079	\$46,235	\$44,438	\$47,556	\$49,713	7
	\$27,839	\$28,572	\$29,349	\$30,341	\$32,651	\$34,248	\$32,917	\$35,227	\$36,824	
8	\$38,787	\$39,831	\$40,905	\$42,355	\$45,516	\$47,751	\$45,832	\$48,994	\$51,228	8
	\$28,731	\$29,504	\$30,300	\$31,374	\$33,716	\$35,371	\$33,950	\$36,292	\$37,947	
9		\$41,135	\$42,262	\$43,765	\$46,999	\$49,310	\$47,241	\$50,477	\$52,788	9
		\$30,470	\$31,305	\$32,419	\$34,814	\$36,526	\$34,993	\$37,390	\$39,102	
10			\$43,635	\$45,247	\$48,524	\$50,913	\$48,724	\$52,003	\$54,390	10
			\$32,322	\$33,516	\$35,944	\$37,713	\$36,092	\$38,521	\$40,289	
11				\$46,772	\$50,121	\$52,557	\$50,249	\$53,599	\$56,034	11
				\$34,646	\$37,127	\$38,931	\$37,221	\$39,703	\$41,507	
12				\$48,249	\$51,761	\$54,269	\$51,835	\$55,238	\$57,748	12
				\$35,740	\$38,341	\$40,199	\$38,396	\$40,917	\$42,776	
13					\$53,440	\$56,024	\$53,476	\$56,918	\$59,501	13
					\$39,585	\$41,499	\$39,612	\$42,161	\$44,075	
14					\$55,128	\$57,844	\$55,165	\$58,716	\$61,322	14
					\$40,836	\$42,847	\$40,863	\$43,493	\$45,424	
15					\$56,563	\$59,349	\$56,599	\$60,242	\$62,917	15
					\$41,899	\$43,962	\$41,925	\$44,624	\$46,605	
16					\$57,693	\$60,535	\$57,731	\$61,447	\$64,174	16
					\$42,736	\$44,841	\$42,764	\$45,516	\$47,536	

# Certificated Co-Curricular Salary Schedule

\$31,540 Group

Step

	1	2	3	4	5	6	10	15	20	25
1	\$4,889	\$5,046	\$5,204	\$5,362	\$5,520	\$5,677	\$6,623	\$7,570	\$8,516	\$9,462
	0.155	0.16	0.165	0.17	0.175	0.18	0.21	0.24	0.27	0.3
2	\$4,573	\$4,731	\$4,889	\$5,046	\$5,204	\$5,362	\$5,993	\$6,623	\$7,254	\$7,885
	0.145	0.15	0.155	0.16	0.165	0.17	0.19	0.21	0.23	0.25
3	\$4,100	\$4,258	\$4,416	\$4,573	\$4,731	\$4,889	\$5,520	\$6,150	\$6,781	\$7,412
	0.13	0.135	0.14	0.145	0.15	0.155	0.175	0.195	0.215	0.235
4	\$3,785	\$3,943	\$4,100	\$4,258	\$4,416	\$4,573	\$5,204	\$5,835	\$6,466	\$7,097
	0.12	0.125	0.13	0.135	0.14	0.145	0.165	0.185	0.205	0.225
5	\$3,469	\$3,627	\$3,785	\$3,943	\$4,100	\$4,258	\$4,731	\$5,204	\$5,677	\$6,150
	0.11	0.115	0.12	0.125	0.13	0.135	0.15	0.165	0.18	0.195
6	\$3,154	\$3,312	\$3,469	\$3,627	\$3,785	\$3,943	\$4,416	\$4,889	\$5,362	\$5,835
	0.1	0.105	0.11	0.115	0.12	0.125	0.14	0.155	0.17	0.185
7	\$2,839	\$2,996	\$3,154	\$3,312	\$3,469	\$3,627	\$3,943	\$4,258	\$4,573	\$4,889
	0.09	0.095	0.1	0.105	0.11	0.115	0.125	0.135	0.145	0.155
8	\$2,208	\$2,366	\$2,523	\$2,681	\$2,839	\$2,996	\$3,312	\$3,627	\$3,943	\$4,258
	0.07	0.075	0.08	0.085	0.09	0.095	0.105	0.115	0.125	0.135
9	\$1,892	\$2,050	\$2,208	\$2,366	\$2,523	\$2,681	\$2,839	\$2,996	\$3,154	\$3,312
	0.06	0.065	0.07	0.075	0.08	0.085	0.09	0.095	0.1	0.105

# K-12 2013-14 KSD CALENDAR

## August 2013

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
Safety DPD 19	Focus 20	21	22	23
First Staff Day 26	27	28	29	30

## September 2013

M	T	W	T	F
1	2	3	4	5
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

## October 2013

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

## November 2013

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## December 2013

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

## January 2014

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

## AUGUST

19.....DPD and Safe Schools  
20.....Focus On Instruction  
21 & 22.....District Professional Days  
26.....First Staff Day  
27.....First Day of School

## SEPTEMBER

2.....All Grades, No School, Labor Day  
11.....High School Early Release 10:30 a.m.  
27.....K-12 No School, District Professional Day

## OCTOBER

4.....K-5, Mid-Trimester  
9.....High School Early Release 10:30 a.m.  
11.....K-12 No School, State Professional Day  
25.....K-12 No School, District Professional Day

## NOVEMBER

1.....K-5, Early Release, Rep Crd Prep - End 1st Tri (AM KDGn attends)  
6-12, Attend All Day, End of 1st Quarter  
11.....All Grades, No School, Veteran's Day  
13.....High School Early Release 10:30 a.m.  
21.....Half-Day KDGn Conferences Begin (PM KDGn attends)  
22.....FDK /1-8, Early Release, Conferences - No Half Day KDGn  
25.....K-8, No School, Conferences 12:30-8:00 pm - (High School attends)  
26.....FDK /1-8, Early Release, Conferences - No Half Day KDGn  
27.....All Grades, Early Release (Thanksgiving Break) - No Half Day KDGn  
28-29.....All Grades, No School, Thanksgiving Break

## DECEMBER

23- Jan 3.....All Grades, No School, Winter Break

## JANUARY

6.....Return to School from Winter Break  
8.....High School Early Release 10:30 a.m.  
16.....K-5, Mid-Trimester  
17.....K-12 No School, District Professional Day  
20.....All Grades, No School, Martin Luther King Day  
23-24.....High School Finals  
24.....6-12, End of 2nd Qtr, Early Release, Report Card Prep

## FEBRUARY

12.....High School Early Release 10:30 a.m.  
17.....All Grades, No School, Presidents' Day

## MARCH

7.....K-5, Early Release, Rep Crd Prep & End of 2nd Tri (AM KDGn attends)  
12.....High School Early Release 10:30 a.m.  
19-20.....FDK-5, Early Release, Conferences - No Half Day KDGn  
21.....K-12 No School, Half-day DPD and also State Professional Day  
28.....6-12, End 3rd Quarter  
31-April 4.Spring Break

## APRIL

7.....Return to School from Spring Break  
9.....High School Early Release 10:30 a.m.  
22.....9-12, No School, Student Led Conferences 12:30- 8:00 p.m (K-8 attends)  
23.....9-12, Early Release, Finish Student Led Conferences  
25.....K-5, Mid Trimester

## MAY

14.....High School Early Release 10:30 a.m.  
26.....All Grades, No School, Memorial Day

## JUNE

6.....FDK-5, Early Release, Report Card Prep (PM KDGn attends)  
7.....Saturday, Graduation (Toyota Center)  
11 & 12.....High School Finals  
12.....All Grades E.R., HS Finals, Last Day of School (AM KDGn attends)

Snow Days...1st- June 13, 2nd- March 21 and 3rd June 16

## FEBRUARY 2014

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

## MARCH 2014

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

## APRIL 2014

M	T	W	T	F
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

## MAY 2014

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

## June 2014

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

## JULY 2014

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	