

Terms of Agreement

Certificated Contract

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

This agreement was bargained in accordance with RCW 41.59, the Educational Employment Relations Act and will remain in full force and effect **from Sept. 1, 2016 up to and including Aug. 31, 2019.** 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 seventeenth (17th) day of August, 2016.

Dawn Adams, President
KSD No. 17 Board of Directors

Natalie Nelson, President
Kennewick Education Association

Bargaining Team

Matt Scott
Dave Bond
Doug Christensen
Greg Fancher
Ron Williamson
Chuck Lybeck
Vic Roberts

Bargaining Team

David Campbell
Jim Gow, Uniserv
Janet Bell
Diane Sundvik

Recorders: Kristi Parham, Patty Lord

Kennewick Education Association Ratified: July 21, 2016

Kennewick School Board Adopted: August 17, 2016

ARTICLE I – ADMINISTRATION

SECTION 1: EXCLUSIVE RECOGNITION

The board hereby recognizes the association as the sole and exclusive bargaining representative for all professional certificated personnel, whether under contract or on leave, employed by the board.

Representation will cover all personnel assigned to newly-created professional positions, unless the parties agree in advance that the positions are principally supervisory and administrative. Certain substitutes are members of the bargaining unit and have limited contract coverage, as defined in Article III, Section 11.

Representation will exclude the following:

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

Any term designating an employee, e.g. “resource specialist,” “teacher,” etc., when used in this agreement, will refer to all professional employees represented by the association in the bargaining unit, as defined.

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

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

SECTION 2: VIABILITY OF SIGNED AGREEMENTS

Once agreement between the board and the association has been reached, ratified by the association, and adopted by the board, the agreement(s) will be binding on both parties.

SECTION 3: CONFORMITY TO LAW

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

SECTION 4: STATUS OF THE AGREEMENT

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

SECTION 5: CONTRACT COMPLIANCE

All individual employee contracts will be subject to and consistent with Washington State Laws, Washington State Board of Education regulations, and the terms and conditions of this agreement. If any

individual employee contract contains any language inconsistent with this agreement, this agreement during its duration will be controlling.

SECTION 6: MAINTENANCE OF BENEFITS

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

SECTION 7: PRINTING AND DISTRIBUTION OF AGREEMENT

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

SECTION 8: MANAGEMENT RIGHTS

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

SECTION 9: SUBCONTRACTING

The board will not subcontract work performed by members of the bargaining unit, as covered under the terms and conditions of this contract, without bargaining with the association on the matter.

ARTICLE II - BUSINESS

SECTION 1: PAYROLL DEDUCTIONS

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

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

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

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

The association will submit the automatic payroll authorization to the district payroll office for processing. The association will provide a table of prorated annual dues, assessments, and fees to the district payroll office to determine monthly dues deductions.

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

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

Fair Share Representation Fee (RCW 41.59.100)

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

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

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

SECTION 2: OTHER DEDUCTIONS

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

A list of the programs eligible for payroll deduction is available at the district payroll office. The district and association mutually determine the programs. These plans may not be implemented without prior written agreement of the district and association.

Employees will be eligible for deductions under Section 125 of the IRS Code for medical premiums paid out of pocket. In addition, a medical reimbursement plan and/or a dependent care assistance plan administered by a third party will be made available. Those who participate will pay all charges associated with the programs administered by a third party. Section 125 deductions will be from gross earnings and are not subject to income or social security taxes. Employees should be aware that deductions under Section 125 might adversely affect social security calculations.

SECTION 3: ASSOCIATION RIGHTS

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

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

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

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

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

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

ARTICLE III - PERSONNEL

SECTION 1: EMPLOYMENT OF CERTIFICATED EMPLOYEES

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

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

New employees will receive support from a maximum of two mentors drawn from the Peer Assistance and Review (PAR) program. .

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

SECTION 2: ACADEMIC FREEDOM

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

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

- A commitment to support the Constitution of the United States

- A concern for the welfare, growth, and development of children

- An insistence upon objective scholarship

- Utilization of current, district-authorized courses of study

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

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

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

220

221 **SECTION 5: EVALUATION PROCEDURES**

222 See Appendix section of this contract.

223

224 **SECTION 6: PROBATIONARY PROCEDURES**

225 See Appendix section of this contract.

226

227 **SECTION 7: GRIEVANCE PROCEDURE**

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

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

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

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

243 **Definitions**

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

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

252 "Days" will mean contracted workdays during the school year and weekdays during the summer. Any
253 grievance actions carried over from the school year will be placed on the summer schedule by agreement
254 between the association and the district.

255 **Procedures and Steps**

256 A grievance must be filed **within 30 days of the occurrence** of the event on which the grievance is based
257 or the date on which such event could reasonably have been known to be an alleged grievable violation,
258 not to exceed 120 days. Grievances arising from application of Article III, Section 9 of this agreement
259 must be filed within 30 days. **The timelines and procedures herein will be strictly followed, unless**
260 **waived in writing by both parties.** Failure of the grievant to follow the timelines will mean the grievance is
261 withdrawn. Conversely, failure by the district to follow the timelines will automatically qualify the

262 grievance for advancement to the next step. Failure of the Board or its representative(s) to meet the
263 specified timelines at the final step preceding arbitration shall result in the requested remedies being
264 granted.

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

267 **Step 1 - Immediate Supervisor**

268 The grievant(s) submit(s) a grievance review request (Form A) to the immediate supervisor. The supervisor
269 will offer to meet within five days after receiving the request and will render a written decision to the
270 grievant(s) within five days after the formal meeting. A copy of the grievance review request will be sent to
271 the superintendent and the association president. A copy of the written decision will be sent to the
272 superintendent and the association president.

273 **Step 2 - Appeal to Superintendent**

274 If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at step 1, the grievant
275 may refer the grievance to the superintendent within five days after the receipt of the decision prescribed
276 herein, with a copy going to the grievant's immediate supervisor. The superintendent will meet with the
277 grievant(s) within five days after the grievance has been referred to him or her. Both the superintendent
278 and the grievant(s) may have other persons present at the meeting who might contribute to an acceptable
279 adjustment of the grievance.

280 The superintendent will render a written decision concerning the grievance and any other adjustment
281 within five days after the grievance has been heard. Copies of the decision by the superintendent will be
282 sent to the grievant, the grievant's immediate supervisor, and the association president. The
283 superintendent's office will retain a copy.

284 **Step 3 - Appeal to Board (Optional)**

285 If the grievant is not satisfied with the disposition of his or her grievance at step 2, or if the superintendent
286 or designee has not provided a written decision within the time limits prescribed in step 2, then the
287 grievant, or the association acting on his or her behalf, may request a meeting with the board. At the
288 request of either party, the School Board and the union may mutually agree to move the grievance directly
289 to Step 4. If a request for a meeting with the board is not delivered to the superintendent within 30 days
290 after the meeting prescribed in step 2 is held, the grievance will be deemed withdrawn. The board will
291 meet with the grievant, association representatives, and superintendent within 30 days after the
292 superintendent receives the request for the meeting. Within 15 days after the meeting, the board will
293 render a written decision on the grievance.

294 **Step 4 - Binding Arbitration**

295 If the grievance is not resolved at Step 3, the Association, at its sole discretion, may advance any grievance
296 to final and binding arbitration within 20 days of receipt of the Step 3 response. The arbitrator shall be
297 selected from a list provided by the Federal Mediation and Conciliation Service or the American
298 Arbitration Association. The parties shall separately rank and strike the names of the arbitrators on the
299 list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be
300 conducted in accordance with the rules of the agency that was selected.

301 The arbitrator will make a decision in writing not more than 30 days after the close of the hearing.

302 During the arbitration, neither the district nor the association will be permitted to assert any evidence not
303 previously disclosed to the other party. Each party will bear the full costs for its side of the arbitration and
304 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 following school year will be made available to each employee by **June 1**. It is understood that in creating schedules, minor adjustments to individual assignments may be necessary due to normal fluctuations in student populations and program needs. The parties agree such adjustments will not be considered a reassignment as defined herein. Assignment adjustments will be made in a manner that minimizes changes to employees' current assignments to the greatest extent possible. In the event it becomes necessary to reassign employees following the notification, the immediate supervisor will consult with the affected employee and notify the Association president, citing the reasons the reassignment is needed to occur. In the event an employee is unavailable for consultation, the employee will be consulted as soon as possible upon his or her return. Assignment changes after June 1st will not be the normal practice of the District and will be done only out of necessity.

Definitions of Terms

A "vacancy" is a position that has been permanently vacated, or one that has been newly created. The Association will be notified when vacancies are verified through the staffing and budgeting process. Vacancies will be posted within 5 days of the school board's approval of the retirement or resignation. The district and association must agree to a delay of more than 5 days on any posting.

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

A "reassignment" shall mean a change in an employee's assignment other than a minor change as defined above.

A "transfer" shall mean a change of an employee's worksite which may or may not involve reassignment.

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

An "administrative transfer/reassignment" 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.

Where the District's action would not contradict the intent of this section, the Association recognizes that the District gets to determine the required and preferred qualifications for positions posted under this contract. The District agrees to limit the required qualifications to certifications and endorsements for the majority of these positions. The District and the Association agree there may be cases when requirements for internal candidates beyond certification and endorsement may be desirable and beneficial for special positions. Additional qualifications will be limited to language requirements

(bilingual, dual language), specific Special Education training (behavioral, autism), minors in content areas, or majors in content areas. These qualifications will only be used for the essential functions of the job. The Association may review job postings and contact the Human Resources department should they have a concern.

If more than one employee meets the required qualifications, the most senior employee will get the position.

Ties in Seniority

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

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

District Seniority List

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

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

Internal Hiring Practices

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

In-building/In-District Placement Procedure

- 1) A principal will notify the association and all building staff by email of vacant positions within the building as soon as they are available for posting.
- 2) In-building/In-district staff will have eight school days, or eight working days during the summer to apply for a vacant position through the online application system.
- 3) The employee may choose but will not be required to meet with the building administrator to understand the building practices, procedures and initiatives specific to the position to which they are applying.
- 4) After eight days if an in-building employee is qualified for the position, the principal will offer the employee the position. In the case that more than one in-building employee is interested in a position, the position will be offered to the qualified and senior employee.
- 5) If a position is not filled in-building after the eight day period, the position will be offered to the qualified, most senior in-district applicant, if any.
- 6) Teachers with a summative evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by the District and Association.

Summer Vacation

- 1) Prior to summer vacation, no earlier than May 15th but before the last day of the school year, the Human Resources Department will email a reminder to all staff reminding them to watch the KSD website for all openings in their buildings and around the district. Normal hiring procedures will be followed during summer vacation.
- 2) After June 20th positions will be open to both internal and external candidates at the same time. The screening and hiring for positions open after June 20th will be based on meeting the qualifications of the job postings as well as reference checking for outside candidates.
- 3) Principals will be required to post all open positions within five (5) days of the school board's approval of the retirement or resignation.
- 4) The employee may choose but will not be required to meet with the building administrator to understand the building practices, procedures and initiatives specific to the position to which they are applying.

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 and filled in accordance with provisions of this agreement used for all vacancies.

Vacancies for the Subsequent School Year

- 1) A principal will notify the Association and all building staff by email of vacant positions for the subsequent school year within the building as soon as they are available for posting.
- 2) In-building/In-district staff will have eight school days, or eight working days during the summer to apply for a vacant position through the online application system.
- 3) The employee may choose but will not be required to meet with the building administrator to understand the building practices, procedures and initiatives specific to the position to which they are applying.

- 4) After eight days if an in-building employee is qualified for the position, the principal will offer the employee the position. In the case that more than one in-building employee is interested in a position, the position will be offered to the qualified and senior employee.
- 5) If a position is not filled in-building after the eight day period, the position will be offered to the qualified, most senior in-district applicant, if any.
- 6) Teachers with a summative evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by the District and Association.

Vacancies during the School Year

- 1) All transfers/reassignments will take place at the beginning of the school year.
- 2) Vacancies will be filled at the beginning of the following year with internal candidates before any outside candidates as long as qualifications are met under the definition of qualifications outlined in this section. Vacancies will be filled in-building first, followed by in-district candidates.
- 3) The employee may choose but will not be required to meet with the building administrator to understand the building practices, procedures and initiatives specific to the position to which they are applying.
- 4) In the event a leave is granted during the school year, that position will be filled with an employee on a non-continuing leave replacement contract.
- 5) The District will post vacancies occurring during the school year as soon as such vacancies are known.
- 6) If a district employee is selected for a vacancy during the school year, he or she will be transferred/reassigned at the beginning of the next school year. The District may fill the vacancy with a non-continuing leave replacement contract employee (RCW 28A.405.900) provided there will be no more employees on a non-continuing contract than on leave.
- 7) A vacancy no in-district employee applies for or is qualified for will be filled with a regular, contracted employee. Vacancies will be posted for at least five days prior to filling the position. A copy will be sent to the Association and posted by email in each building.
- 8) An employee who wishes to apply for a transfer/reassignment to a posted vacancy can apply as an internal candidate through the District's online application system by the closing date, or as long as the position is posted.
- 9) Employees applying for transfer/reassignment to a vacancy will be considered on the basis of qualifications and seniority.
- 10) When a position has been filled, the Human Resources office will notify, in writing, each employee whose request for transfer/reassignment was not granted within five days of the closing date. Employees have the right to request the specific reason they were not selected for a position.

Administrative Transfers/Reassignments

- 1) Notice of an administrative transfer/reassignment will be given to the affected employee as soon as the decision to transfer is determined. If no employee is affected due to lack of qualifications, the least senior employee will be selected as long as academic program requirements can be met.
- 2) An administrative transfer/reassignment will be made after the affected employee has been personally contacted by the building principal or Human Resources administrator and told the

specific reasons for being selected for a transfer/reassignment. A transferred/reassigned employee is entitled to discuss his or her personal desire at that time.

- 3) An employee selected for an administrative transfer/reassignment during the school year will be released from teaching for up to two days or an employee may choose to be provided the greater of two days of per diem or curriculum pay, at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one week of the transfer date. An employee who is transferred during the school year will be provided the assistance of the Maintenance and Operations department as needed to help move instructional materials.
- 4) When an employee is involuntarily transferred/reassigned outside of the school year, he or she will be reimbursed for the move according to the following: 7.5 hours at the greater of curriculum or per diem rate for out-of-building transfers and 3.75 hours at the greater of curriculum or per diem rate for in-building reassignment. For staff members who have large amounts of curriculum materials and supplies to move—such as librarians and P.E. teachers—additional time will be granted.
- 5) When a school moves out of its existing building or back into their remodeled building, employees will be paid 7.5 hours at the greater of curriculum or per diem rate for packing and moving preparations of their personal items only. Employees will not be required to pack district items and materials. Those staff members who have large amounts of district curriculum materials and supplies to move—such as librarians and P.E. teachers—will be granted additional time at the District's discretion.
- 6) When opening a new school creates a loss of positions at other buildings, the superintendent/designee will place on file in the Human Resources office the proposed staffing plan of the school, as soon as the plan is available. An organizational plan will be developed to determine the estimated positions at the new school, along with the qualifications of each position. The District and the Association will meet to determine appropriate procedures for identification of employees to be considered for transfer should any deviation from the procedures specified above be deemed necessary by the parties.

SECTION 10: STAFF PROTECTION

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

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

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

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

Threats to an Employee

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

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

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

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

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

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

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

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

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

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

Property Damage

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

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

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

Personal Injury

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

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

Hepatitis B Inoculations

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

Safety Issues

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

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

695 **Copyrights and Patents**

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

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

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

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

707 Employee contracts are defined below.

708 **Continuing Contracts**

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

712 **Non-continuing Contracts**

713 **Leaves**

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

719 **Retire-Rehire**

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

722 **Employees on Special Assignment (TOSAs)**

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

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

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

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

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

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

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

738 **Substitute Employees**

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

740 **Sporadic Days**

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

744 **1-20 consecutive days in the same assignment**

745 Employees receive substitute pay.

746 **21-90 days in the same assignment**

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

749 **Days 91-Beyond**

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

752 Substitute employees have no other coverage under this contract.

753 **Job Sharing**

754 Two district employees may share a 1.0 FTE contract.

755 **Copies of Contract**

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

758 **Payment**

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

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

762 When an underpayment is discovered, corrections will be made **no later than the next payday**. When an
763 overpayment is made, the correction will be made on the employee's next monthly check. Cumulative
764 errors in overpayment will be corrected at the rate they accumulated. If the normal repayment schedule
765 will cause financial hardship for the employee, other repayment arrangements may be negotiated with the
766 District.

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

769 **Length of Contract**

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

774 **Length of Workday**

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

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

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

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

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

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

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

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

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

- 1) All elementary staff will have 250 minutes per week during the student day for preparation time. In 2017-2018 this will increase to 275 minutes per week. .
- 2) For the 2016-2017 school year, if a specialist has planning time beyond the contracted minutes per week, a rotation schedule will be made to provide additional planning time for teachers in buildings who are not at the buildings with 275 minutes per week.
- 3) An employee teaching at the secondary level will be provided at least **one instructional period a day** during the regular student day. Any change in the current length of preparation time will be addressed through Labor Management meetings.
- 4) On early release or late start days, preparation time cannot be guaranteed. Release time during normal planning time will be counted as planning time. Preparation/conference time will not be assigned or contracted to other duties, unless mutually agreed to by the employee and the employer.
- 5) Preparation time is intended to provide time for teachers in order for them to plan lessons, assess student work and prepare instructional materials. As well, KEA recognizes the rights and needs of administration to occasionally meet with employees during this time, and doing so, does not constitute a violation of the CBA. Therefore, employees will not be required to meet with their administrator(s) or others on a regular, ongoing basis during the preparation or conference time as defined in numbers 1 and 2 above.

Elementary and Middle School Early Release

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

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

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

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

High School Early Release

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

Meetings (Other than Special Services required meetings)

Staff meetings or other mandatory building meetings shall be limited to no more than two (2) per month. These meetings do not include any meetings in which staff are already receiving additional compensation. This does not preclude the principal from calling an all staff meeting to deal with an emergency situation.

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.

Longevity/Mentoring Pay

Beginning in 2016-2017 all employees meeting the criteria set forth below will be issued an annual supplemental incentive contract to compensate for additional time they spend mentoring new employees and as an incentive toward continued service in the Kennewick School District.

Employees with a minimum of seventeen (17) years of teaching experience and at least 10 years of service in the Kennewick School District will receive supplemental service pay of 1% of their base salary.

Employees with a minimum of twenty-two (22) years of teaching experience and at least 10 years of service in the Kennewick School District will receive supplemental incentive pay of 2.5% of their base salary.

Employees with a minimum of twenty-eight (28) years of teaching experience and at least 10 years of service in the Kennewick School District will receive supplemental incentive pay of 5% of their base salary.

909 **Career and Technical Education Employee Salary**

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

914

915

916

917

918

919

920

921

922

923

924

925

926

927

928

929

930

931

932

933

934

935

936

937

938

939

940

941

942

943

944

945

946

947

948

Time, Responsibility, and Incentive (TRI)

Extra Time

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

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

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

Responsibility

- 1) 221.25 per diem hours (29.5 per diem days) will be paid on a Responsibility Schedule (formerly TRI Schedule) for self-development and/or job responsibilities, including TPEP self-evaluation and goal setting. This total includes 7.5 hours (formerly \$300 Professional Development funds) and 3.75 hours (formerly in the Time section above to do Safe Schools training).
- 2) If the state reduces the SAM schedule by any portion of the 1.8% COLA during the length of this agreement (2016-2019), the reduction will not be applied to the Responsibility Schedule.

Responsibility Schedule (formerly TRI Schedule)

Responsibility hours will be paid in equal payments over twelve months.

992 Employees must submit to the Human Resources office a Responsibility Day Verification form **on or**
993 **before the last business day in September.**

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

996

997 **Additional Per Diem Hours for Special Services Teachers**

998

999 In 2016-2017 an additional 30 hours will be provided to a Special Services classroom teacher for the purpose
1000 of planning, preparing for, and conducting IEP meetings. In 2017-2018 an additional 7.5 hours will be added
1001 to Special Services classroom teachers for a total of 37.5 hours. In 2018-2019 an additional 7.5 hours will be
1002 added to Special Services classroom teachers for a total of 45 hours. This will be issued in the form of stipend
1003 at the beginning of each school year. See chart below.

1004

1005 In order to maintain a balanced caseload, Special Services teachers will not exceed 30 IEPs on a caseload. The
1006 District will make every effort to keep caseload sizes down. However, additional IEP hours will be provided to
1007 Special Services teachers annually for purposes of IEP writing and preparation, testing, special services related
1008 meetings and other duties as required by the special education program when 30 IEPs is exceeded. IEP hours
1009 may be submitted for payment at the per diem rate, according to the following schedules:

1010	# of Assigned IEPs	# of Hours	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
1011	Up to 30	30		37.5	45
1012	31-35	33.75		41.25	48.75
1013	36-40	37.5		45	52.5
1014	41-45	41.25		48.75	56.25
1015	46-50	45		52.5	60
1016	51-55	48.75		56.25	63.75
1017	56+	52.5		60	67.5

1018

1019 **Psychologists**

1020 Days beyond 180 will be paid at an employee's per diem rate. Psychologists will receive 10 extra days. This
1021 time may consist of preparing before the school year and finishing after the end of the school year.

1022 The district will provide to school psychologists a maximum of 60 hours for work that cannot be
1023 completed during the normal contracted workday. This time will be logged and submitted to the
1024 administrator of Special Services for authorization. Payment will be prorated based on the employee's per
1025 diem rate.

1026 **Speech and Language Pathologists**

1027 A total of 45 per diem hours will be provided for speech and language pathologists to use for work that
1028 cannot be completed during the normal contracted workday, i.e. MDT's, IEPs, ITPs, parent conferences,
1029 home visits, building meetings, and district Special Services meetings, consultations and time to write
1030 reports. This time may consist of preparing before the school year and finishing after the end of the
1031 school year. This time will be logged and submitted to the administrator of Special Services for
1032 authorization.

1033 **Occupational Therapists/Physical Therapists**

1034 A total of 45 per diem hours will be provided for occupational therapists/physical therapists to use for
1035 work that cannot be done during the normal contracted workday, i.e. MDTs, IEPs, ITPs, parent

conferences, home visits, building meetings, and district Special Services meetings, consultations with medical personnel, time to procure equipment, and time to write reports. This time may consist of preparing before the school year and finishing after the end of the school year. This time will be logged and submitted to the administrator of Special Services for authorization.

Vision and Bilingual Education Assessment Specialists

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

Special Education Itinerant Staff will be released from attendance at Building/District Professional Development days not directly related to their job functions, except days, or portions of days used for building business, and will instead have individual or collaborative time to review student files/IEPs, plan appropriate programs/placements, or to perform other related duties.

Librarians, and Career and Technical Education Employees

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

Secondary Counselors

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

Elementary Counselors

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

All counselors may access an additional 7.5 hours of per diem pay to work on 504 plans associated with Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to access these hours. Additionally, counselors may also request to be released from one (1) professional development day prior to the start of school for the purpose of completing 504 plans associated with Individual Health Plans.

Counselors may request to be released from their daily duties if they need additional time to complete 504 plans associated with Individual Health Plans.

Bilingual Teachers

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

SECTION 13: ADDITIONAL RESPONSIBILITIES

Division Chairperson Stipends

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

1079 Art
1080 Career and Technical Education – 3 representatives
1081 Counseling
1082 Health & Fitness
1083 Language Arts
1084 Library
1085 Mathematics
1086 Music/Performing Arts
1087 Science
1088 Social Studies
1089 Special Services
1090 World Languages
1091 One Position (to be determined by each building)

1092 Phoenix High School and Legacy High School will have a team leader position at a ratio of one team
1093 leader for every five certificated employees. No building will have less than one team leader position. For
1094 purposes of this section, Legacy High School includes Legacy High, Legacy Online, Juvenile Justice
1095 Center, CATS, Day Reporting, Reach, and any other programs that are administered by Legacy High
1096 School leadership.

1097 A Division Chairperson will receive a stipend of 3% of his or her employee's salary.

1098 Site councils at the high schools will determine the configuration of the 15 Division Chairperson
1099 positions, with the concurrence of the principal. Site councils must have a working charter and be
1100 approved by the district Site Council Committee. A building without a site council may not determine the
1101 configuration of the 15 Division Chairperson positions. Those buildings will use the configuration noted
1102 above.

1103 Each middle school will be configured in a similar manner and will have 10 team leaders.

1104

1105 Each elementary school will receive five (5) stipends of 2% of the employee base, consisting of one for
1106 primary, one for intermediate, and one for specialists to be voted on by their group. A job description will
1107 be agreed upon by the Association and the District for these three (3) positions before implementation.
1108 The other two positions and their duties will be determined by members of the Site Council.

1109

1110 **Curriculum Rate**

1111 The district's hourly curriculum rate is .001 of the base salary on the Washington State Salary Allocation
1112 Schedule.

1113 **Additional Responsibility Schedule**

1114 Salaries will be given only for assigned positions. Salary recognition will be given for substitute activities
1115 when approved by the building administrator and the school district, provided the number of positions at
1116 each school remains substantially equal, as described in the Certificated Co-curricular Salary Schedule, as
1117 they pertain to this contract. The schedule will not require the school or the district to fill positions where
1118 participation, ASB financing, or qualified personnel are lacking.

1119 **Teacher in Charge**

1120 A Teacher in Charge is a designated, certificated employee at secondary schools that have one or no
1121 administrator, who acts as the principal in the principal's absence. A teacher in charge will be paid a
1122 stipend at a rate of .075 x the base salary on the Washington State Salary Allocation Schedule (SAS).

1123 For purposes of this section, the Teacher in Charge at Legacy High School will also oversee Legacy Online,
1124 Juvenile Justice Center, CATS, Day Reporting, Reach, and any other programs that are administered by
1125 Legacy High School leadership.

1126

1127 **Advisory**

1128 A certificated high school employee assigned to manage an advisory will be paid up to 1.2 hours at the
1129 curriculum rate for work performed outside the contracted workday during each of the advisory weeks.
1130 (Twelve weeks maximum.) To access these funds, employees will complete a district form twice each school
1131 year and submit those forms to their building administrators **on or before the payroll cutoff date in**
1132 **January and on or before the payroll cutoff date in June.** Payment for advisory will be made **on the**
1133 **January and June payrolls.**

1134 Advisory will not be subject to observations or evaluations.

1135

1136 **Middle School Advisory Pilot at Desert Hills Middle School See also MOU's in Addendum**

1137 A certificated middle school employee assigned to an advisory will be paid a stipend of \$250 for work
1138 performed outside the contracted workday during the 2014-2015 school year. This work will include 16
1139 advisory sessions throughout the school year and Student Led Conferences in November. Employees will
1140 receive a contract for the additional stipend in the fall. Advisory will not be subject to observations or
1141 evaluations.

1142

1143 **Summer School and Tri-Tech Summer School**

1144 Employees who teach in the basic education summer school program will be paid at the curriculum hourly
1145 rate.

1146 All employees who teach in the Tri-Tech Skills Center summer school program will be paid at the
1147 curriculum hourly rate.

1148 Employees who teach summer school will be provided paid preparation time of a minimum of 20 minutes
1149 per instructional hour taught.

1150 Employees teaching summer school may use accumulated sick leave during their summer school
1151 employment. The number of hours used will correspond to the number of hours taught.

1152 **Academic Excellence**

1153 The district agrees to provide each high school with \$5,000 in supplemental contracts, minus benefits, to
1154 promote academic excellence. These funds can only be used for classes, programs, or activities where there
1155 is direct instruction.

1156 The district agrees to provide each middle school with \$2,000 in supplemental contracts, plus benefits, to
1157 promote academic excellence. These funds can only be used for classes, programs, or activities where there
1158 is direct instruction.

1159 Only employees can receive academic excellence contracts. For more information on Academic Excellence
1160 Funds, see the item in the appendix titled "Building Site Council Budget Items."

1161 Any funds remaining in this budget at the end of the fiscal year will be rolled into the health care pool on
1162 an annual basis.

1163 **Supplemental Contracts**

1164 **Co-curricular Activities**

1165 Employees who instruct high school classes tied to high school academic credit who are compensated for
1166 instruction time outside the contracted school day will be paid with supplemental contracts based on the
1167 Certificated Co-curricular Salary Schedule. These classes are instrumental music (Group 2), vocal music
1168 (Group 4), leadership (group 5), journalism (Group 7), and yearbook (Group 7).

1169 Payment for supplemental contracts will be made monthly during the activity.

1170

1171

1172 **SECTION 14: INSURANCE BENEFITS**

1173 **Health Care Allotments**

1174 The district will contribute the state-funded amount provided for insurance benefits to each full-time
1175 employee. A prorated amount, based on full-time equivalency, will be provided for all part-time employees
1176 with .4 FTE or greater employment status.

1177 **Eligibility**

1178 Health care plans are available for individual employees. In addition to themselves, individual employees
1179 may also cover their spouses, domestic partners and/or families.

1180 Registered domestic partners as defined by the State of Washington (RCW 26.60.030) shall be eligible for
1181 all insurance benefits/leaves, in the same manner as spouses, under the terms of this agreement. This
1182 includes partners of the same sex, and partners of the opposite sex where at least one partner is sixty-two
1183 (62) years of age or older.

1184 **Programs**

1185 The health care programs available to members are listed below.

1186 **Required:**

1187 Dental (Self-Insured)

1188 Vision (Vision Service Plan)

1189 Group Term Life (Standard Insurance)

1190 Long Term Disability (Standard Insurance)

1191 **Voluntary:**

1192 Blue Cross Medical

1193 Group Health Northwest

1194 Other medical plans as agreed upon by the District and the Association.

1195 Short-term disability is available to members at any time. Enrollment forms are available in the benefits
1196 office.

1197 Other programs are available to employees but are not funded from the amount provided by the district.
1198 A list of the programs eligible for payroll deduction is available at the district payroll office.

1199 The district and association mutually determine the required and voluntary plans. These plans may not be
1200 implemented without prior written agreement of the district and association.

1201

1202 For the 2016-2017 school year only, the District will give each employee a one-time \$500 (per full-time
1203 FTE) allocation in the form of a VEBA contribution, payable in their January 2017 paycheck.

1204 For the 2017-2018 school year only, the District will give each employee not enrolled in WEA Plans 2,3 or
1205 5 a one-time \$500 (per full-time FTE) allocation in the form of a VEBA contribution. Employees

1206 enrolled in WEA plans 2, 3 or 5 will receive a one-time \$250 (per full-time FTE) contribution payable in
1207 their January paycheck.

1208

1209 For the 2018-2019 school year only, the District will give each employee not enrolled in WEA plans 2, 3
1210 or 5 a one-time \$500 (per full-time FTE) allocation in the form of a VEBA contribution. Employees
1211 enrolled in WEA plans 2, 3 or 5 will receive a one-time \$250 (per full-time FTE) allocation in the form of
1212 a VEBA contribution payable in their January paycheck.

1213

1214

1215 **Enrollment Period**

1216 Enrollment will be for a 30-day period and will be completed **by Oct. 1**. When the enrollment period
1217 ends, no insurance options may be added or deleted during the contract year except for changes in family
1218 status, job status, full-time equivalency status, or extreme financial hardship. In the event of any change in
1219 full-time equivalency, the district contribution will be recalculated.

1220 If an employee is hired **after Oct. 1**, he or she may enroll in approved plans within 30 days of hire.

1221 Coverage will begin the first day of the month following the date of hire, provided the employee has
1222 worked at least half the scheduled days in his or her first month of hire.

1223 When termination takes place during a school year, an employee will receive insurance benefits for the
1224 month in which he or she is terminated. If he or she works more than half the work days in the month of
1225 termination, coverage will continue through the following month. When termination takes place at the
1226 end of a school year, an employee will receive insurance benefits **through Sept. 30** of that calendar year.

1227 If a full-time employee's spouse/domestic partner is employed part-time (.5 FTE or less), the full-time
1228 employee is eligible for the family coverage under the required health programs. Part-time employees have
1229 the option for family dental or vision coverage under the required health programs.

1230 All employees are eligible to participate in the Section 125 flexible pay plan. Participation may include out-
1231 of-pocket premium costs for one or more district-approved insurance plans.

1232 **Sharing Health Care Contributions**

1233 Spouses/domestic partners who are both employees of the district may choose to combine their district
1234 contributions to cover the cost of the insurance options they select.

1235 Spouses/ domestic partners who are both employees of the district but are in different district employee
1236 groups may choose to combine their district contributions to cover the cost of the insurance options they
1237 select, provided the group's contract allows sharing health care contributions. Any funds that remain after
1238 they have combined their district contributions will be prorated and divided between the health care pools
1239 of the groups to which they belong. This provision is contingent on language in other district group
1240 contracts.

1241 Employees who share health care contributions will continue to share health care contributions until one
1242 of the employees contacts the district to request a change.

1243 **Health Care Pool**

1244 The district will establish a pool of money to help defray health care costs. The district contribution to the
1245 health care pool is \$390,000.

1246 After each employee has made a selection of benefits, his or her individual allotment from the state health
1247 care fund will be deducted from the total state health care fund. Any money left in the state health care
1248 fund will be pooled with the additional \$390,000 contribution from the district as specified above.

Insurance Tiers

- 1) Those employees who choose single coverage will receive individual monthly allotments of up to \$24 from the pool to cover out-of-pocket expenses.
- 2) After the funds in provision #1 have been removed from the pool the remaining funds will be equally divided into monthly allotments for employees who choose plans other than single coverage.
- 3) \$90,000 of the overall health care pool will be divided and added to the monthly allotments of those members who choose coverage for themselves and their spouses or domestic partners or for those members who choose full family coverage, which includes spouses or domestic partners.
- 4) A separate amount of \$10,000 will be set aside to help defray insurance costs for those employees whose insurance costs increase **after Oct. 1** as a result of changes in family status or an employee's spouse's/ domestic partner's job status. Employees who receive money from this fund can only receive up to the same amount of assistance given to people accessing the other part of the health care pool. Any funds remaining in this budget at the end of the fiscal year will be rolled into the largest part of the health care pool on an annual basis.

Insurance Committee

The parties agree to participation in an insurance composed of representatives from KEA, appropriate central office administrators, and all other employee groups that choose to participate. Each group will appoint its representatives based on their own internal processes. The committee will study insurance programs, review bids, make recommendations regarding insurance programs and seek opportunities to educate employees about evaluating and choosing insurance coverage. Participation in a District insurance committee with other bargaining unit representatives does not waive the Association's right to bargain over insurance plans/benefits. The committee will meet monthly beginning in September and share information with the general membership.

Health Care Authority (the "carve-out")

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

VEBA Health Reimbursement Plan

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

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

Employees must vote annually to adopt this plan.

VEBA Sick Leave Conversion Medical Reimbursement Plan

The district has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to RCW 28.A400.210, 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

1294 the district a VEBA membership form that includes a “Hold Harmless” agreement. If an eligible employee
1295 fails to sign and submit this agreement, he or she will not be permitted to participate in the plan at any
1296 time during the term of this contract. Without a signed agreement, an employee’s excess sick leave
1297 conversion rights will be forfeited for the term of the contract.

1298 All employees who retire or separate from service and who meet the eligibility requirements in RCW
1299 28A.400.210 during the term of this contract will be eligible for contributions to the plan. State law allows
1300 up to 180 days to be contributed to the plan on behalf of a retiring employee. For retiring employees,
1301 “excess sick leave” is defined as sick leave days that accrue for an employee during the term of this
1302 contract.

1303 Annual participation in the plan is limited to those employees who have accumulated at least 180 days of
1304 unused sick leave as of the effective date of this contract. To be eligible for annual participation in the
1305 plan, employees must have accumulated at least 180 days of unused sick leave on the date this contract
1306 goes into effect. The terms of this VEBA agreement will be renewed every year **by the end of December**
1307 based on a vote of the eligible membership.

1308

1309 **SECTION 15: LEAVES**

1310 **Sick Leave**

1311 As used in this section, employee's “relative” means the employee’s spouse, domestic partner, (For
1312 definition: see Section 14: Insurance Benefits), child, stepchild, grandchild, grandparent, parent, sibling,
1313 or other close relative by blood or marriage. “Household members” means those people who reside in the
1314 same house as a family unit. This term includes foster children and legal wards, even if they do not live in
1315 the same household.

1316 Twelve days of leave per year will be credited on the September payroll to employees and will accumulate
1317 to a maximum of 180 days, without deduction of salary for illness (mental and/or physical), injury, or
1318 emergencies. Employees from within the state will be granted leave credit according to state laws that
1319 provide for transfer of accumulated leave from the previous district. The Human Resources Department
1320 may require a physician’s statement of illness when an employee misses 5 or more consecutive days of
1321 work or 5 days of work within a 30 day work period.

1322 An employee who has exhausted sick leave as a result of a major extended illness that could result in
1323 temporary or permanent disability will be granted leave with only the amount of the substitute's pay
1324 deducted from the employee's salary for a period of no more than 60 contract days. This provision is
1325 available for application by any individual employee every three years. Even if the substitute’s pay exceeds
1326 the employee’s salary, the district will still continue to pay the employee’s benefits for the remainder of the
1327 60 days.

1328 Sick leave will be granted to employees, as needed, for unexpected emergencies that require immediate
1329 action. Emergencies could include the need to handle business that arises as a result of the death of a
1330 relative or household member, as defined in this section. Employees may be required to provide proof of
1331 death.

1332 **Sick Leave Cashout**

1333 Employees may cash in unused sick leave above an accumulation of 60 days from the previous years'
1334 accumulation at a ratio of one full day's monetary compensation for four accumulated sick leave days. At
1335 the employee’s option, he or she can cash out his or her unused sick leave days **in January** of the school
1336 year following any year in which a minimum of 60 days of sick leave is accrued, and **each January**
1337 **thereafter** at the rate of one day's monetary compensation of the employee for each four full days of
1338 accrued sick leave. The employee's sick leave accumulation will be reduced four days for each day

1339 compensated. No employee may receive compensation for sick leave accumulated in excess of one day per
1340 month.

1341 At the time of separation from school district employment due to retirement or death, an eligible
1342 employee or the employee's estate will receive remuneration at a rate equal to one day's current monetary
1343 compensation of the employee for each four days of accrued sick leave for illness or injury. For the
1344 purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under
1345 Washington State Employees Retirement System.

1346 All sick leave will be cashed out as allowed by RCW 28A.400.210 and RCW 28A.400.212.

1347 **Sick Leave Sharing**

1348 The following definition will be used to implement sick leave sharing, in accordance with WAC 392-126-
1349 006: Sick leave sharing will be made available to an employee who is suffering from or has a relative or
1350 household member suffering from an extraordinary or severe illness, injury, impairment, or physical or
1351 mental condition which has caused or is likely to cause the employee to take leave without pay or
1352 terminate his or her employment. The district will provide a form for qualified employees to make written
1353 application for donated leave and a form for qualified employees to donate sick leave.

1354 To be eligible for donated sick leave, the following provisions must be met:

- 1355 1) The employee's job is one in which annual and/or sick leave can be accrued and used.
- 1356 2) The employee is not eligible for time loss compensation under Chapter 51.32 RCW.
- 1357 3) The employee has abided by district policies in his or her use of sick leave.
- 1358 4) The employee has exhausted, or will exhaust, his or her personal leave and sick leave.

1359 The following procedures will be used to implement sick leave sharing:

- 1360 1) In any 12-month period, employees who have accumulated more than 176 hours of sick leave may
1361 donate up to six accumulated sick leave days to other employees. The employee donating the days
1362 will specify the number of days to be donated. The district and association will develop procedures
1363 necessary to implement this. No transfer of sick leave will cause the affected employees' sick leave
1364 accumulation to fall below 176 hours.
- 1365 2) No employee will receive more than 180 days of donated leave per contract year.
- 1366 3) In the event the employee does not use all the donated leave, the unused donated leave will be
1367 returned to the donors within 30 days after the use of the donated leave ceases, using a first in/first
1368 used procedure. For this purpose, donated leave will be dated when received, and used as received.
1369 Days remaining and not used will be returned to later donors in reverse order.
- 1370 4) An employee using donated leave will receive their usual pay and benefits.
- 1371 5) Except for the procedures in #3 (above), the donor will be required to execute a waiver to ask for
1372 the return of his or her donated leave.
- 1373 6) The district and the association will each designate one person to review requests for donated
1374 leave.
- 1375 7) Contributions of sick leave will be voluntary and donors' and non-donors' names will be
1376 confidential.

1377 **Maternity Leave**

1378 An employee requesting maternity leave will give written notice to the district at least thirty days prior to
1379 the commencement of the leave. The written request for maternity leave should include a statement about
1380 the expected date of return to employment. The leave will commence and terminate at the discretion of
1381 the employee, in consultation with the medical provider. Papers for the Family and Medical Leave Act
1382 (FMLA) will be sent to the employee to be completed by the employee and the medical provider.

1383 FMLA provides for 60 days of unpaid leave. Under this agreement, the employee may take 60 days of
1384 FMLA leave. An employee who has paid leave available may use any or all such leave. Paid leave includes
1385 both personal and sick leave. During that time, health benefits will continue.

1386 No more than 30 work days of maternity leave may be used before childbirth. If the paid days are
1387 exhausted, the employee will be eligible for shared leave. Once the shared leave is exhausted, the
1388 employee will receive unpaid leave through the 12 weeks of FMLA plus six work days of leave. The
1389 benefits will be covered for at least the 60 days of FMLA. The District's portion of insurance premiums
1390 will be covered for at least 60 days of FMLA. If sick leave has been exhausted, the employee will be
1391 eligible for shared leave. Once the share leave is exhausted, an employee will be granted leave without pay,
1392 under the provision of 60 days of FMLA.

1393 For employees who qualify for birth/pregnancy disability, the District will work with them and their
1394 medical provider to ensure compliance with appropriate state law.

1395

1396 **Parental Leave**

1397 Employees who have a newborn child but do not qualify for maternity leave will be granted up to 60 days
1398 of FMLA. The employee must notify the district as soon as possible about the intended day for
1399 commencement of the leave. The employee will be eligible for shared leave. Once the shared leave is
1400 exhausted, the employee will receive unpaid leave through the 60 days of FMLA.

1401 **Adoption Leave**

1402 Employees requesting adoption leave will provide to the district a statement about their expected date of
1403 return to work. Given the uncertainty of timelines in adoptions, employees will try to give the district a
1404 minimum of two weeks' notice of their need for adoption leave, and the district will make every effort to
1405 cooperate with the employee's request for adoption leave and the district will make every effort to
1406 cooperate with the employee's request for adoption leave.

1407 Employees returning from adoption leave at the beginning of the subsequent school year will be placed in
1408 their former positions. An adopting parent must use sick leave and/or personal leave during the 60 days
1409 of FMLA. When their sick leave and/or personal leave is exhausted, an employee will be eligible for
1410 shared leave. Once the shared leave is exhausted, employees will use unpaid leave, at their discretion, up
1411 to the end of the 60 days of FMLA. More unpaid leave may be granted if circumstances require it and the
1412 adopting parent requests an extension.

1413 If both adopting parents are employed by the district, they will share one adoption leave of no more than
1414 60 days of FMLA, to be divided at their discretion.

1415 **Bereavement Leave**

1416 One to five contract days will be granted, without deduction of salary, for bereavement leave when this
1417 leave is occasioned by the death of a relative or personal friend. Time for the funeral of a personal friend
1418 will be arranged with the principal. Proof of death may be required by the Human Resources office.
1419 (When a substitute is required, five contract days will be the equivalent of 37.5 hours and must be used in
1420 increments of 3.75 or 7.5 hours.)

1421 **Personal Leave Days**

1422 An employee will be entitled to a maximum of three days of personal leave with pay, provided the building
1423 principal is notified at least three contract days before the expected absence. The three-day requirement
1424 will be waived at the discretion of the HR Director when an employee has a valid reason why such notice
1425 is not possible.

1426 The number of employees at each school who may be gone for personal leave on any given day is as
1427 follows: two employees per elementary school, three employees per middle school, and four employees per
1428 high school.

1429 Employees are strongly encouraged not to take personal leave **during the month of May and on the first**
1430 **and last days of school.**

1431 Employees may elect to bank three personal leave days for two consecutive years, not to exceed five banked
1432 days. A maximum of five days may be used consecutively. All unused personal days will be automatically
1433 cashed out at the employee's per diem rate at the end of each school year unless the employee notifies the
1434 District of his/her intent to bank the unused days. When an employee chooses to bank days, remaining
1435 days that would exceed the banking limit shall be automatically cashed out at the employee's per diem
1436 rate. Employees who wish to bank personal leave must fill out a district form each year.

1437 **Example:** an employee who banks two personal days in year one and three personal days in year two
1438 (or vice-versa) will have a total of eight days in year three - five banked, plus three current personal
1439 days.

1440 Employees who notify the School District of their intent to retire or resign **no later than March 15** will be
1441 granted a fourth personal day upon receipt of the letter and approval by the School Board. This day may
1442 be cashed out at per diem rate at the end of the year. The intent to retire or resign letter should specify
1443 whether the employee is choosing to use the day or take the cash out.. The fourth personal day will be
1444 paid in the June paycheck.

1445 **Jury Duty and Subpoena Leave**

1446 Leaves with pay will be granted for jury duty. Employees will notify the district when notification to serve
1447 jury duty is received.

1448 Leaves with pay will be granted when an employee is subpoenaed to appear in a court of law.

1449 **Leaves of Absence**

1450 The board may grant a leave of absence of up to one year to employees at the recommendation of the
1451 superintendent. The leave may be renewed for a second year by written request to the board. Employees
1452 on Special Assignment (TOSAs) are not subject to the two-year limit on leaves.

1453 A leave of absence, if granted, will state the provisions for re-employment. An employee who has been
1454 granted a leave will be re-employed in the same or a similar position, provided the administration contacts
1455 the employee on leave **no later than March 1** of the year in which he or she is to return. The employee
1456 will notify the superintendent of his or her intent to return to employment with the district **no later than**
1457 **March 15** of the year in which he or she will return.

1458 **Political Leave**

1459 Upon written request to the board, an employee will be granted political leave, in accordance with the
1460 following provisions:

1461 With two weeks' notice, an employee who is a candidate for a political office will be granted a leave for the
1462 purpose of campaigning for the office, not to exceed 10 contract days without pay.

1463 The board will extend a leave without pay to an employee who is elected to a political office to allow that
1464 employee the time to perform all the official responsibilities and duties of his or her office.

1465 At the conclusion of a political leave, the employee will be returned to the same position.

1466 **Leaves for Professional Meetings and Travel**

1467 The superintendent or designee may grant leaves with pay to employees to attend conferences, workshops,
1468 and conventions, if those meetings are for the improvement of curriculum and/or instruction.

1469 Requests to attend professional meetings will be made in writing to the superintendent or designee no less
1470 than two weeks prior to the date of the meeting, with prior approval by the building principal.
1471 With prior approval, personal expenses incurred for these meetings will be reimbursed according to
1472 district policy following submission of an itemized expense voucher.

1473 **Association Leave**

1474 The board will grant leaves to officers, chairmen, executive board members, any members elected to local,
1475 state or national positions and any other member with specific responsibilities related to the purpose of
1476 the release to participate in association business.

1477 The association will reimburse the district for substitute pay and benefits, where applicable, by employees
1478 attending these meetings.

1479 The association president will notify the superintendent and building principal of employee(s) who will be
1480 in attendance at an association meeting at least five workdays prior to the date of the meeting. The
1481 superintendent may approve a shorter period of notice under unusual circumstances.

1482 The association president will be considered a full-time employee of the district and will be under full
1483 contract with full benefits. Leave for the association president does not fall under the two-year time limit
1484 for other leaves. The association president will be released from regular duties for association business 100
1485 percent of the time. The association will reimburse the district for 100 percent of the association
1486 president's salary, benefits, and retirement. The retirement portion will conform to the rules of the
1487 Washington State Employee Retirement System. Upon completion of his/her term, the association
1488 president will have the option to return to the same position held or a position that was applied for and
1489 secured before taking the position as KEA president.

1490 Other association leaves and the length of those leaves will be considered on an individual basis.

1491

1492 **SECTION 16: CALENDAR, WORK YEAR**

1493 **Elementary and High School Calendars**

1494 All elementary schools will work on a trimester calendar. All other schools will work on a semester
1495 calendar. The calendar committee will schedule report card preparation and conference days.

1496 **Report Card Preparation**

1497 **Kindergarten through Grade 5**

1498 Within each school calendar, elementary employees will be given two early release days and one full day
1499 from existing per diem time as per Article III, Section 12, for report card preparation.

1500 Mid-term reports for all elementary students Grades 1-5 will be prepared for first trimester. For second
1501 and third trimesters, midterm reports will be prepared for students K-5 having problems or making
1502 significant changes.

1503 **Grade 6 through Grade 12**

1504 Grades for all secondary students will be due **three working days following the end of each quarter. and**
1505 **the third weekday after the final day of school.**

1506 **Conference Days**

1507 Each employee involved in conferences during the fall and spring will be on a flexible workday to
1508 accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the
1509 conferences, provided the time does not exceed the total hours allotted for conferences. Every effort will
1510 be made to schedule conferences within the contracted workday. The employee will not be required to
1511 remain at school during non-scheduled conference times when parent conferences are scheduled outside
1512 the workday.

Kindergarten conferencing

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

One Friday in October will be designated as a non-school day for kindergarteners so that kindergarten teachers can enter data into the state kindergarten system (WA Kids).

Additionally, each kindergarten teacher will have two sub. days available to use in full or half-day increments to complete observations and/or data gathering, scoring, and inputting student information. These days must be prearranged and taken on a Tuesday, Wednesday or Thursday.

Grade 1 through Grade 5 conferencing

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

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

Grade 6 through Grade 8 conferencing

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

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

Grade 9 through Grade 12 conferencing

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

Early Release

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

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

SECTION 17: EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING

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

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, depending on the availability of substitutes. The Staff Development and Assessment Coordinator will submit proposals for approval.

The District Professional Development Committee will be composed of three 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 and district professional development coordinator will jointly appoint all committee members. Any proposed member not mutually accepted will not serve on the committee. Each person selected will serve a two-year term. 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 or outside the contract day with compensation at curriculum rate for a minimum of five times during the school year.

Building Staff Development Coordinators

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

Building Professional Development Committees

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

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

1591 The elementary representatives will reflect the grade levels and programs in the building.
1592 At the secondary level, representatives will be from various departments or subject areas. The principal or
1593 an assistant principal will also serve on the Building Professional Development Committee or Site
1594 Council. The building committees will meet during the employee workday.
1595 Itinerants from Special Services and Nurses - bargaining unit employees assigned to more than one
1596 building will form a committee to serve in the same capacity as the building committees. The committee
1597 will consist of the immediate supervisor and at least three employees selected in a representative manner.
1598 The professional development coordinator will work with the principal/supervisor to:
1599 1) Provide training to building staff on the Instructional Framework.
1600 2) Annually survey the needs of staff in the building
1601 3) Develop a building plan and program to address the identified needs
1602 4) Coordinate the professional development funds to support the building plan.
1603 5) Communicate district level professional development to staff and/or site council.
1604 6) Communicate the program and plans of the building to other building professional development
1605 coordinators at monthly meetings.

1606 Each building will have \$75 per bargaining unit employee FTE to be used to meet the building's
1607 professional development needs. Nurses, Juvenile Justice Center employees, alternative program
1608 employees, Keewaydin Discovery Center, Legacy and Phoenix employees will receive \$100 per FTE.
1609 Building professional development funds may be used to provide release time or curriculum rate stipends
1610 for building staff, contract with outside presenters, purchase professional materials for staff use, or pay
1611 expenses for conference registration and travel. These funds are to be allocated by the building committee.
1612 The intent of the building funds is to support building wide professional development.
1613

1614 Kennewick School District aligns professional development by following the National Standards for
1615 Professional Learning.

1616 For more information on Building Professional Development funds, see the item in the appendix titled
1617 "Building Site Council Budget Items."

1618 **Voluntary Participation**
1619 Participation of any employee in the professional development program will be voluntary. No employee
1620 will be coerced, intimidated, discriminated against, threatened, or receive a negative or downgraded
1621 evaluation if he or she refuses to voluntarily participate outside the contracted workday.
1622

1623 **SECTION 2: PEER ASSISTANCE AND RESOURCES (PAR)**
1624 These guidelines are intended to be liberally construed and implemented to treat employees fairly and to
1625 comply with all statutory and legal obligations. It is anticipated that as these guidelines are implemented
1626 they may be adjusted by the PAR Panel, at all times being mindful of any affected employee's rights, the
1627 contract, and the applicable statutory requirements.

1628 The PAR Program has two major roles:
1629 1) The Beginning Employee program seeks to assist employees in their first year with the district by
1630 refining their skills and helping them learn district goals, curriculum, and structure. A Consulting
1631 Peer Educator (CPE) assists each district employee who is new to teaching. The building principal
1632 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 four years. The terms of office for the PAR Panel members, who are appointed by the KEA President, may be staggered to provide consistency and stability. Each PAR Panel member will be paid an annual stipend of \$200 for a total of four (4) meetings per year.

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

Consulting Peer Educators (CPEs)

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

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

The PAR Program will have 3.0 CPEs. Over the course of each year of the agreement, the PAR Panel will analyze the caseload language and make recommendations to the district and association bargaining teams regarding any possible adjustments to the numbers of CPEs.

CPE Selection Criteria

Criteria for selection of CPEs include the following:

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

CPE Selection Process

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

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

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

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

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

CPE Length of Assignment

The length of assignment for CPEs will be four 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 for Special Programs

The PAR Panel may appoint temporary, part-time CPEs in special education, bilingual and other areas with a small number of employees participating. These CPEs will be bargaining unit employees and 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

1719 because of changes in the subject areas and grade levels of employees participating in the PAR Program or
1720 because of concerns about the CPE's work performance.

1721 If a CPE, because of reduction in caseload, is returned to his or her previous position and there is more
1722 than one CPE in that area, the decision will be made based on seniority as a CPE with the least senior
1723 CPE being returned to the classroom.

1724 A CPE will not be selected for an administrative position within the district for at least one school year
1725 after serving as a CPE, except by the mutual consent of the association and district.

1726 **CPE Compensation**

1727 A CPE will be paid in accordance with the negotiated employee salary schedule and all other provisions of
1728 this contract. Additionally, a CPE will receive a \$5,000 annual stipend for assuming the responsibilities of
1729 a CPE. All personnel issues associated with a CPE (i.e., sick leave, requests for leaves, absence) will be
1730 reported to the Assistant Superintendent of Human Resources.

1731 **CPE Caseloads**

1732 The PAR Panel will consider 15-20 new employees per CPE opening. If target numbers are exceeded, the
1733 CPEs may consult with the PAR Panel to determine what measures can be taken to address the issue.

1734 All beginning employees without prior experience in their first year under contract with the district will be
1735 assigned to a CPE. New hires whose prior educator experiences are recent and whose current practices are
1736 successful, as well as experienced employees who self-refer, may be included in the program if CPE
1737 caseloads are not exceeded.

1738 Beginning employees who teach multiple subjects at the middle school and high school level will be
1739 assigned only one CPE.

1740 **Induction and Pro-Teach Classes**

1741 During the year that a new, eligible, KSD teacher receives services from the PAR Program, he/she will also
1742 be eligible to participate in the District's Induction class. Employees who attend induction classes outside
1743 the normal workday will receive clock hours without charge. The parties acknowledge that induction
1744 classes are important for helping new teachers develop their skills and increasing retention of staff.

1745

1746 The district will provide clock hours for employees who attend the Induction class.

1747 Employees taking a Pro-Teach class through other avenues may access their Individual Professional
1748 Development funds, as well as the Tuition Reimbursement fund, to partially pay for the credits. If credits
1749 are not being obtained, then a district reimbursement for the \$500 flat rate fee can be requested for
1750 obtaining the Professional Certificate.

1751

1752 This process will be under the direction of the PAR Panel. The association will bargain the language and
1753 the process.

1754 **Intervention and Assistance Plan**

1755 This component of the PAR Program is intended to assist provisional employees with their teaching
1756 performance.

1757 If at any time the principal notes areas of concern in a provisional employee's classroom management or
1758 instruction, that employee can be placed on an Intervention and Assistance Plan.

1759 Any provisional employee experiencing serious difficulties in his or her performance that result in being
1760 placed on probation will have the option of either 1) going through the process with the principal only, or

2) taking part in an Intervention and Assistance Plan with the CPE and the principal. No employee waives his or her non-renewal appeal rights by participating in an Intervention and Assistance Plan.

Self-referral

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

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

Confidentiality

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

Problems Not Referred to the PAR Program

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

Contract Rights

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

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

SECTION 3: PAYMENT FOR SERVICE ON DISTRICT COMMITTEES

District Curriculum Committees

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

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

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

Building Curriculum Committees

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

1804 The site will determine the size and composition of each building's curriculum committee. Each site
1805 council will determine the allocation of funds. Each building, in order to pay for expenses including but
1806 not limited to curriculum hours, substitute coverage, research material, etc. will be funded as follows:
1807 elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500.

1808 Building curriculum committees will meet as needed. Minutes will be recorded at each meeting and will
1809 be kept at the buildings. For more information on Building Curriculum Committees, see the item in the
1810 appendix titled "Building Site Council Budget Items."

1811 **District Curriculum Advisory Committees**

1812 Each district curriculum advisory committee's function will be to review the decisions of the building
1813 curriculum committees, determine if the appropriate procedures have been followed, and determine if the
1814 building curriculum committee's plans meet the goals of the Washington State Learning Standards
1815 assessment requirements, and district learning goals. The committees will also be responsible to assist
1816 communication and transition among the instructional levels in each of the eight assessment strands and
1817 to serve as a resource on the latest curricular trends, research, and best practices in the field of teaching.

1818 The curriculum advisory committees will reflect the eight curriculum strands of the state's Washington
1819 State Learning Standards with three of the strands (writing, reading, and communication) combined into
1820 one committee. The eight assessment strands are as follows:

- 1821 The Arts (visual and performing)
- 1822 Math
- 1823 Science
- 1824 Social Science
- 1825 Health and Fitness
- 1826 Writing/Reading/Communication
- 1827 Assessment
- 1828 Educational Technology

1829 Each curriculum advisory committee will be comprised of the following members: three elementary
1830 certificated representatives, one of whom would preferably be a reading specialist; three building
1831 administrators, one from each instructional level; three middle school certificated representatives; three
1832 high school certificated representatives; three parents; one Special Services certificated representative; and
1833 the Assistant Superintendent or designee.

1834 The association and district will collaborate on the selection process for the curriculum advisory
1835 committees.

1836 The district will fund each of the curriculum advisory committees at the rate of \$400 per year per
1837 certificated representative and \$700 per committee chairperson. The committee chairperson must be a
1838 certificated representative.

1839 The curriculum advisory committees will meet a minimum of six times each year. Annual goals will be
1840 established and minutes will be kept of each of these meetings and a copy of the minutes will be filed with
1841 the Assistant Superintendent.

1842 **Special Committees**

1843 In order to facilitate the district's ability to respond to changing conditions, and to facilitate a
1844 comprehensive and inclusive decision-making process within the district, additional committees, referred
1845 to as "Special Committees," may be established.

1846 The district and association must agree upon the composition of, necessity for, and funding for all Special
1847 Committees. The district will provide to the association a list of Special Committees, members on those
1848 committees, and compensation for those committees will be at curriculum rate.

1849

1850 **Response to Intervention**

1851 An oversight committee will be formed to monitor RTI and will meet when KEA or KSD deem necessary.

1852 1. The committee will be made up of four members selected by KEA and four selected by KSD. In
1853 addition, two members will be mutually agreed upon.

1854 2. The committee will report to a regularly scheduled Labor Management after each
1855 RTI meeting.

1856 3. The committee will be charged with the following responsibilities:

- 1857 ▪ Ensure that collaboration time is provided for employees within the school day as
1858 allowable by law.
- 1859 ▪ Ensure that training is provided as needed for impacted employees related to the
1860 development and maintenance of RTI programs.
- 1861 ▪ Ensure that release time/compensation is being provided for RTI meetings.
- 1862 ▪ Monitor appropriate use of paraeducator time. Paraeducators will only implement
1863 lessons under the direction of an employee and will not create grade reports or
1864 lesson plans.

1865 **Training for New Instructional Programs**

1866 The district will provide ongoing staff development training for employees who are assigned or involved in
1867 new instructional/ data management (including but not limited to SEAS, Timecard Online, and/or
1868 APEX) programs in the district. Training will be planned and made available to employees prior to
1869 implementation of the programs.

1870 **Tuition Reimbursement**

1871 Employees will be reimbursed for tuition costs according to at least one of the following guidelines:

- 1872 1) For employees taking college level courses through an accredited college that is working towards a
1873 degree or endorsement.
- 1874 2) To retrain and/or help recertify employees whose departments have declining enrollment or
1875 employees who need assistance to recertify.
- 1876 3) For those employees assigned outside their endorsement(s).
- 1877 4) For credits earned in an accredited master's degree program.

1878 The district will contribute \$ 70,000 annually for these purposes. Employees will receive up to, but no
1879 more than, \$100 for each quarter credit, up to a total of 10 credits (\$1000) annually. Application for these
1880 funds will be managed on a first-come, first-served basis.

1881 This fund may be used to reimburse employees for the cost of one WEST-E test annually.

1882 This fund may be used by employees who hold Residency Certificates and are pursuing their Professional
1883 Certification up to \$1000.

1884 This fund may not be used to reimburse employees for costs related to clock hours.

1885 **National Board Certification**
1886 The district will give one day of leave with a paid substitute to employees on the day they take the test for
1887 National Board Certification. The employee will provide proof of the date of the assessment test to the
1888 Human Resources Department before a release day is paid.

1889

1890 **SECTION 4: EMPLOYEE WORKLOAD**

1891

1892 **Multiple Preparations**

1893 Recognizing the added effort required for multiple high school assignments, the District will attempt to
1894 schedule 1.0 FTE high school teachers for three or fewer preparations unless the teacher requests in
1895 writing a greater number. When a teacher is requested to teach a schedule requiring four or more
1896 distinctive preparations, they may request administrator, department head, team leader, and/or grade level
1897 leader to justify the need for the schedule and/or identify possible remedies.
1898 Distinctive preparations are created by teaching different subject areas or courses within the same core
1899 subject area utilizing different adopted core curriculum.
1900 Various levels of elective courses such as Fine Arts, PE, World Language and CTE do not constitute
1901 distinctive preparations. In addition, unique high levels of math and science, such as AP and IB math and
1902 science courses do not constitute distinctive preparations. The Association and District will meet and
1903 make the determination if any other elective courses are appropriate to this list.
1904 When it is necessary to assign a greater number of preparations, every reasonable effort shall be made to
1905 avoid giving the assignment to a teacher new to the department.

1906

1907 **Placement of IEP (Program 21) Students**

1908 The principal, in consultation with the affected classroom employee and the resource specialist, will
1909 determine the placement of an identified Program 21 student in a regular classroom.
1910 In the assignment and placement of identified Program 21 students in regular classrooms, the district will
1911 ensure these students are equally distributed per classroom employee per grade level/subject area.
1912 Certain secondary classes may be exceptions to these standards in cases of health and fitness, band,
1913 chorus, limited course or section offerings, or where program content is geared to the needs of Special
1914 Services students
1915 As an alternative to the equal distribution requirements, a building multi-disciplinary team may make
1916 other arrangements for student placement - i.e. integrated classroom, team teaching, etc.

1917

1918 **Mainstreaming IEP (Program 21) Students**

1919 The district will allocate \$25 per identified Program 21 student (excluding students receiving only speech
1920 and language services) per school year for the expressed purpose of providing materials to the general
1921 education classroom employee(s) involved in the mainstreaming of Program 21 students for use with
1922 Program 21 students.
1923 This allocation will be distributed to each building in proportion to the number of identified Program 21
1924 students assigned to that building. The affected classroom employee(s) will determine the appropriate
1925 materials to be purchased, with the agreement of the multi-disciplinary team. The district will develop
1926 procedures for implementing this process.

1927 **Team-taught Classes**
 1928 In a Team-taught Class, all instructional responsibilities are equally divided between a regular education
 1929 employee and a Special Services employee. This includes, but is not limited to, teaching, planning for
 1930 instruction, grading, and parent communication.

1931 **Inclusion Classes**
 1932 An Inclusion Class includes both regular education students and special education students. A Special
 1933 Services employee is responsible for modifying or supporting the instruction for the special education
 1934 students in an Inclusion Classroom.

1935 **Paid Substitutes for Case Management (classroom Special Services employees only)**
 1936 The Director of Special Services will create a schedule of paid substitute employees to cover for each
 1937 certificated Special Services employee who teaches a classroom of students. These substitutes will be made
 1938 available four times each year and may only be requested for Tuesdays, Wednesdays, and Thursdays. These
 1939 hours must be spent in the employee's assigned building.

1940 At the discretion of the Special Services employee, up to two of these days may be used outside of
 1941 contracted workdays, with employees receiving casual substitute pay for compensation. To claim these
 1942 hours, employees must submit the appropriate documentation to the Special Services Department **on or**
 1943 **before the last day of June.**

1944 The purpose of this provision is to grant time to Special Services classroom employees to fulfill the case
 1945 management requirements of their designated teaching assignments.

1946

1947 For employees who are required to complete portfolio assessments, one (1) additional day may be taken as
 1948 release time. The employee may receive one (1) day of per diem pay in lieu of the release time.

1949

1950 **Case Management (managing additional caseloads)**
 1951 When a special education position is unable to be filled with a certified special education teacher,
 1952 employees who hold special education certification may be asked to cover part or all of a caseload for a
 1953 position. Employees who choose to cover an IEP or caseload will receive 4 hours of per diem for each IEP
 1954 they write for students not on their normal caseload. In addition, employees will receive 1 hour of per
 1955 diem for each progress reporting period in which they are responsible for the student. Completion of any
 1956 portion of the progress reporting will entitle the employee to the full payment for that reporting period.
 1957 Employees can decline to accept additional IEPs and caseloads outside their normal assignment.

1958 In the event there is a case with exceptional circumstances on the caseload being covered, the case
 1959 manager and Director of Special Services will determine if an additional 7.5 hours of pay or more will be
 1960 granted per special case.

1961 This provision will not be used in place of making every effort to fill all Special Education positions with
 1962 certificated employees.

1963

1964 **Case Management (Elementary Special Services personnel)**
 1965 Unless mutually agreed upon by the Special Services staff involved, the student's primary service provider
 1966 will be his or her case manager. He or she will be responsible for all aspects of the IEP process, except for
 1967 the goals and objectives of another Special Services provider. The primary Special Services provider will be
 1968 the person who spends the most amount of time with the student.

1969 **Case Management (Speech and Language Pathologists only)**
1970 The Director of Special Services and each Speech and Language Pathologist (SLP) will schedule-three
1971 working days without students each school year.
1972 The purpose of this provision is to grant time to SLPs to fulfill the case management requirements of their
1973 designated assignments. These hours must be spent in a district building.

1974 **School Nurses**
1975 1. A total of 22.5 additional per diem hours per nurse will be provided prior to the first student
1976 day of the school year for nurses to do cross-training, work on Individual Health Plans, and update
1977 and complete immunizations.
1978 2. School Nurses assigned to newly opening schools will be paid an additional 15 per diem hours
1979 to accumulate, file and disseminate the necessary information to support students who will attend
1980 these new buildings.
1981 3. Nurses will be released from attendance at Building Professional Days and the Learning
1982 Improvement Day in order to develop Individual Health Plans for students, review students'
1983 immunization status, and discuss other related duties.
1984 4. Paraeducator hours will be made available to nursing staff in the first months of the school year
1985 to be used specifically for assistance in working on Individual Health Plans, Immunizations and
1986 Health Screenings.
1987 5. The District will assign nurses to schools at a nurse to student ratio of 1.0 FTE to 1,500
1988 student FTE at all levels.
1989 6. In the event that a nurse's caseload goes over the above ratio (based on Nov. 1 count), the
1990 nurse will receive an additional 7.5 hours of per diem pay for every additional 100 FTE students or
1991 fraction thereof.
1992 7. Additional Nursing FTE that is added to the District is not considered vacant until it has been
1993 filled at least one time. If then a current nursing position is vacated and the KSD cannot hire a
1994 replacement, the KSD and KEA will determine through Labor Management how to compensate
1995 the current nursing staff that will be picking up duties from the vacated position.
1996

1997 **SECTION 5: CLASS SIZE**
1998 **Overload Guidelines**
1999 The district will have the first ten school days of each school year to make adjustments to class loads.
2000 These ten days will not count for overload compensation. Overload compensation will begin on the
2001 eleventh school day.
2002 The following will apply to overload compensation:
2003 1) The District, by the 10th of the following month, will process the overload count and overload
2004 will be paid out on the following paycheck without generating any paperwork for the employee.
2005 The district overload report covers the calendar month ending with the last school day of the month and
2006 will be submitted to the association president no later than the 15th of the following month.
2007 Overloads will be equally distributed between grade level or subject matter area for all employees at each
2008 school.

2009 **Calculating Overload at Elementary Schools (except Special Services and Elementary Specialists)**
2010 A student day at the elementary level is defined as an overload of one student for one full day in grades
2011 where employees generally retain their classes for a full day.
2012 Kindergarten and first grade classes will not exceed 24 students per class. In the event a class exceeds 25,
2013 provisions for overload will take effect.
2014 Grade 2 and 3 classes will not exceed 26 students per class. In the event a class exceeds 27, provisions for
2015 overload will take effect.
2016 Grade 4 and 5 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions for
2017 overload will take effect.
2018 The class size limit for a multi-age classroom will reflect the lowest traditional grade level present.
2019 In the event combination rooms at the elementary level are established, they will be limited to 25 students
2020 grouped near the same reading level.
2021 When a class, in grades K-5, reaches an enrollment count of 32, the Assistant Superintendent of
2022 Elementary Education will notify the association president.
2023 **Elementary Specialists**
2024 Workload will be the following for health and fitness employees, music employees, and librarians:
2025 1) Workload per class: 25 students in kindergarten and first grade, 27 students in second through
2026 fifth grades.
2027 2) A maximum of 50 classes per week. (This factor will be prorated to determine the hiring of music
2028 and health and fitness specialists.)
2029 **Calculating Overload at Secondary Schools (except Special Services)**
2030 In the middle schools and high schools, student days are used to account for day limit overloads. A
2031 student hour in secondary schools is defined as an overload of one student for one regular class period.
2032 In middle schools, employees will not exceed a maximum of 160 students per day of six instructional class
2033 periods or 187 students per day of seven instructional class periods, with a maximum of 30 students in any
2034 individual classroom.
2035 In high schools, employees will not exceed a maximum of 140 students per day of five instructional class
2036 periods or a maximum of 168 students per day of six instructional periods, with a maximum of 30
2037 students in any individual classroom.
2038 For the purposes of overload, doubles classes in secondary schools will have a maximum of 24 students in
2039 any individual classroom.
2040 For the purposes of overload, ALE/LOC classes in a high school will not exceed a maximum of ninety-
2041 three (93) students per day of five (5) instructional class periods. Individual classes will not exceed a
2042 maximum of twenty (20) FTE students.
2043 For the purposes of overload, alternative education programs and Phoenix High School will have a
2044 maximum of 24 students in any individual classroom.
2045 For the purposes of overload, the Off-Campus Learning program will have a maximum of twenty-four (24)
2046 FTE (full time equivalent) students per 1.0 FTE teacher as outlined in the RCW.
2047 In schools with five instructional class periods per day, fitness classes will not exceed a maximum of 32
2048 students in any individual class; the maximum employee load will not exceed 160 students per
2049 instructional day. This provision does not include health classes that are held in individual classrooms.

2050 In schools with six instructional class periods per day, fitness classes will not exceed a maximum of 30
2051 students in any individual class; the maximum employee load will not exceed 180 students per
2052 instructional day. This provision does not include health classes that are held in individual classrooms.
2053 In music performance classes and large lecture groups, the individual class maximum may be raised. Music
2054 employees may determine the number of students enrolled in performing classes beyond the contracted
2055 class size. For non-performing classes, the contractual class size language is in effect. Daily class loads will
2056 be computed by determining the fraction of the day assigned to non-performing classes multiplied by the
2057 daily total allowed under contract language.

2058 **Calculating Overload for Special Services**

2059 Special Services personnel will have the following workload:

2060 1) Elementary, K-5

2061 A maximum of 30 IEP students per full-time Special Services employee. At least 6.0 hours per day of
2062 paraeducator time will be provided. In addition at the elementary level, when the number of of IEP's
2063 on an employee's caseload exceeds 45, a .5 Special Services employee will be hired. Additional para
2064 time will be prorated with each .5 employee hired.

2065 2) Middle School 6-8

2066 A maximum of 60 student periods per day of six class periods, with a maximum of 12 students in any
2067 individual classroom. At least 6.0 hours per day of paraeducator time will be provided.

2068 3) High School 9-12

2069 A maximum of 55 student periods per day of five class periods, with a maximum of 12 students in
2070 any individual classroom. At least 6.0 hours per day of paraeducator time will be provided.

2071 The 6.0 hours of Paraeducator time shall be spent performing duties directly related to Special
2072 Education. Other assigned duties shall not infringe upon the 6.0 hours of the Special Education time.

2073 4) District Special Services Programs

2074 **Preschool**

2075 A maximum of 16 students, plus at least 25 hours per week of paraeducator time.

2076 **Autism Self-Contained**

2077 A maximum of eight students, plus at least 12 hours per day of paraeducator time. When the class
2078 size exceeds eight students, the employee and the district coordinator of the Autism program will
2079 discuss choosing overload pay or adding a six-hour program needs paraeducator. When the class size
2080 exceeds 12 students, the employee and the district coordinator of the Autism program will discuss
2081 choosing overload pay or adding an additional six hour program needs paraeducator.

2082 **Autism-Inclusion**

2083 A maximum of 12 students, plus at least 18 hours per day of paraeducator time. When the class size
2084 exceeds 12 students, the employee will receive overload pay. When the class size reaches 16 students,
2085 the employee and the district coordinator of the Autism program will discuss additional overload pay
2086 or adding an additional 6 hour program need paraeducator.

2087	Developmental Therapy
2088	A maximum of seven students per half-day session, plus at least six hours per day of paraeducator
2089	time.
2090	Lifeskills
2091	A maximum of eight students, plus at least six hours per day of paraeducator time. When the class
2092	size exceeds eight students, the employee and the district coordinator of the Lifeskills program will
2093	discuss choosing overload pay or adding a six-hour program needs paraeducator. When the class size
2094	exceeds 12 students, the employee and the district coordinator of the Lifeskills program will discuss
2095	choosing overload pay or adding an additional six-hour program needs paraeducator.
2096	When a student requires a one-on-one Paraeducator, that Parareducator shall not supplant any
2097	current “program” paraeducator, nor cause a reduction in program Paraeducator time.
2098	
2099	Structured Learning Classroom (Elementary)
2100	A maximum of 12 students, plus at least 6 hours per day of para-educator time. When the class
2101	exceeds 12 students, the employee will receive overload pay or request additional para-educator time.
2102	
2103	Occupational/Physical Therapists
2104	A maximum of 40 students, plus at least six hours per day of para-educator time.
2105	Speech and Language Pathologists
2106	A maximum of 50 students.
2107	School Psychologists
2108	The caseload for School Psychologists will be 1500 general education student FTE to 1.0 Psychologist
2109	FTE. In the event that a psychologist’s caseload goes over the ratio (based on Nov. 1 count), the
2110	psychologist will receive an additional 7.5 hours of per diem pay for every additional 100 FTE
2111	students or fraction thereof.
2112	
2113	Calculating Overload for Regular Education/Special Services Team-taught Classes in Middle Schools
2114	A Team-taught Class by a regular education employee and a Special Services employee will be limited to
2115	27 students using as a guideline a ratio of two-thirds regular education students to one-third Special
2116	Services students.
2117	The regular education students will be assigned to the class roster of the regular education employee, and
2118	the Special Services students will be assigned to the class roster of the Special Services employee.
2119	The principal and the employees involved will develop team-taught classes.
2120	When an overload occurs in a team-taught classroom with over 27 students, overload pay for the period
2121	will be split evenly between the regular education employee and the Special Services employee.
2122	Regular education employees will not exceed a maximum of 157 students per instruction day of six class
2123	periods in the team-teaching model.

2124 **Overload Compensation (except Special Services)**
2125 When an overload occurs, the district will attempt to alleviate the overload in accordance with option 1
2126 and/or 2 below. In the event the district does not alleviate the overload through option 1 and/or 2, the
2127 affected employee will then elect option 3 or 4, as indicated below.

- 2128 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2129 2) Students may be transferred.
- 2130 3) Paraeducator time may be assigned, at the option of the employee. However, when paraeducator
2131 time is used, that time will consist of at least one-half day per classroom at the elementary level, or
2132 30 minutes per period of overload at the secondary level. Paraeducator time will be generated
2133 outside existing programs.
- 2134 4) An employee may elect to receive compensation in lieu of aide time. Employees electing
2135 compensation will be paid from the first day of overload at the following rates: elementary - \$
2136 17.50 per student per student day, secondary - \$ 3.50 per student per class period.
- 2137 5) For online learning classes, an employee will receive compensation at \$3.50 per each additional 0.2
2138 FTE student enrollment.

2139 The district may make downward adjustments in existing overloads at any time, including overloads being
2140 remedied under option 3 and 4.

2141 In all instances, overloads will be paid to the affected employee from the first day of overload, except as
2142 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

2143 In the event a classroom employee on sick leave receives overload, overload compensation will be paid to
2144 him or her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will begin
2145 to receive the compensation.

2146 **Overload Compensation for Special Services**
2147 When an overload occurs in a Special Services class, the district will attempt to alleviate the overload in
2148 accordance with option 1 and/or 2 below. In the event the district does not alleviate the overload through
2149 option 1 and/or 2, the affected employee will then elect to take option 3 or to receive compensation.

- 2150 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2151 2) Students may be transferred.
- 2152 3) Paraeducator time may be assigned at the option of the employee. However, when paraeducator
2153 time is used, the time will consist of at least one-half day per classroom at the elementary level or
2154 30 minutes per period of overload at the secondary level. Paraeducator time will be generated
2155 outside existing programs.

2156 A Special Services employee who elects to receive compensation in lieu of para-educator time will be paid
2157 as follows:

- 2158 1) Elementary (K-5)

2159	Resource Program employees	\$3.50 / student day
------	----------------------------	----------------------

- 2160 2) Secondary (6-12)

2161	Resource Program employees	\$3.50 / student hour or \$3.50 / student day
------	----------------------------	-----------------------------------------------

- 2162 3) District Special Services Programs

2163	Preschool	\$35 / student week
------	-----------	---------------------

2164	Autism	\$17.50 / student day
2165	Developmental Therapy	\$8.75 / student day
2166	Lifeskills	\$17.50 / student day
2167	Structured Learning	\$17.50/ student day
2168	Occupational/Physical Therapists	\$17.50 / student week
2169	Speech & Language Pathologists	\$17.50 / student week

2170 The district may make downward adjustments in existing overloads at any time, including overloads being
2171 remedied under option 3 and/or by receiving compensation.

2172 In all instances, overloads will be paid to the affected employee from the first day of overload, except as
2173 noted above, up to the time the overload is alleviated or the employee elects to have a para-educator.

2174 In the event a classroom employee on sick leave receives overload, overload compensation will be paid to
2175 him or her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will begin
2176 to receive the compensation.

2177

2178 **SECTION 6: EMPLOYEE PARTICIPATION**

2179 **Board Policy and Curriculum Development**

2180 Before adoption of any board policy, the association will be given an opportunity to determine if items
2181 being considered are within the scope of bargaining, i.e. related to wages, hours, and terms and conditions
2182 of work. On matters not relating to wages, hours, and terms and conditions of work, the district will
2183 continue its cooperative efforts to solicit the participation of employees in the development and
2184 improvement of instructional programs.

2185 **Building Budget Committee**

2186 The building principal will involve employees in establishing priorities and budget allocations for the
2187 purpose of purchasing curriculum and instruction materials, developing curriculum, and implementing
2188 programs.

2189 The monthly financial statement of each school will be made available to the instructional staff. The
2190 primary responsibility for the building budget will be the principal's, subject to the provisions contained
2191 herein.

2192 **Student Behavior Committee**

2193 Each building site will have a student behavior committee. The principal and staff select representatives on
2194 the student behavior committee. A democratic process will be used to select bargaining unit
2195 representatives to the student behavior committee.

2196 The student behavior standards, procedures, and other recommendations will be developed by the student
2197 behavior committee and will be submitted to the employees for approval.

2198

2199 **SECTION 7: STUDENT DISCIPLINE**

2200 Students are expected to behave appropriately at school. Building and District administrators will provide
2201 support in dealing with continually disruptive students and take measures to minimize disruption of the
2202 learning environment. Any employee may exclude from a classroom or activity any student who is
2203 creating a disruption that violates the school's or employee's discipline policies.

2204 A student can be excluded for the balance of a class period, an activity, or a school day. The student
2205 cannot be excluded for more than two school days unless further disciplinary action is taken. Except in an

2206 emergency, an employee must attempt one or more alternative forms of corrective action prior to
 2207 excluding a student.

2208 In no event without the consent of the employee may an excluded student return to the class during the
 2209 balance of that class or activity period or up to the following two school days, or until the principal or
 2210 designee and the employee have conferred. Parents of any student so removed from class will be notified
 2211 as soon as possible by the employee/principal, giving details on the removal and the incidents which
 2212 caused the removal.

2213 The principal or the employee can request a conference to discuss a student's behavior with the student's
 2214 parent or guardian.

2215 Prior to a student's return to a classroom, the employee who excluded the student from the classroom will
 2216 be informed of the disciplinary action taken against the student. Employees have the right to recommend
 2217 stronger disciplinary action.

2218 The district will provide diagnostic or therapeutic personnel and other support services, including separate
 2219 adjustment classrooms, for the continually disruptive student. Readmission of a student to a regular
 2220 classroom may take place upon demonstrated acceptable behavioral changes.

2221 The district will require each principal, with staff input, to create a behavior alert communication process.
 2222 Student Behavior Committees will create a plan addressing the safety of the student, staff, and other
 2223 students. The district will give each building the flexibility to create student dress codes based on needs.

2224 The board and the superintendent will support and uphold its employees in their efforts to maintain
 2225 discipline in accordance with district discipline rules, which will be distributed to each employee at the
 2226 beginning of the school year. The board supports the authority of employees to use prudent disciplinary
 2227 measures for the safety and well-being of pupils and employees. To maintain order and discipline, an
 2228 employee may employ the reasonable use of physical restraint, as long as he or she does not violate board
 2229 policies, state laws, or federal laws.

2230 The district will conduct instructional meetings for employees concerning all applicable federal, state, and
 2231 local laws; district rules, regulations, and procedures pertaining to student rights; employee rights; due
 2232 process; and the processing of student discipline. These meetings will be held during the workday at no
 2233 cost to the employee.

2234

2235 **SECTION 8: SITE-BASED DECISION MAKING**

2236 The district values the participation of employees in the site-based decision making process. The purpose
 2237 of site-based decision making is to improve student learning. The district and association share the
 2238 commitment to create a positive culture within the district to support the participation of employees in
 2239 shared decision making. The district and association will model collaboration by seeking mutually
 2240 beneficial solutions to problems, disagreements, and negotiations.

2241 To facilitate this culture, the district and association agree to the following:

- 2242 1) The board, the administration, and the association must sign the terms and conditions established
 2243 in the anchor agreements.
- 2244 2) All schools should try to establish chartered (with bylaws and/or covenants) site councils approved
 2245 by 70% or more of the employees who vote on the proposed charter.
- 2246 3) A democratic process will be used to select the employees of the site council.
- 2247 4) The district and association will agree to the terms and conditions of any variance procedure.

- 2248 5) The parameters of shared decision making by site councils will be limited to those areas that
2249 directly affect instruction, like curriculum, instruction design, and materials selection; staff
2250 development; building budget; selection of new staff; etc.
- 2251 6) The district and association will participate in and support the district Site Council Committee.
- 2252 7) Funding for chartered and district-approved site councils at each building will be as follows:
2253 elementary schools - \$3,000; middle schools - \$5,000; high schools - \$7,000; Special Services -
2254 \$3,000; Tri-Tech Skills Center - \$1,500; Juvenile Justice Center - \$1000; and Keewaydin Discovery
2255 Center - \$1000.

2256 For more information on Building Site Councils, see the item in the appendix titled "Building Site
2257 Council Budget Items."

2258 **Variance Procedure for Improved Student Learning**

2259 Definition: a variance is a temporary exception to current policy, procedure, or contractual agreement
2260 requested by a site. Variances do not set precedent nor establish past practice.

2261 Preface: a school with a site charter that has been formally accepted by the district Site Council
2262 Committee and has been in operation for at least one year may apply for a variance. The site should
2263 formally identify opportunities to improve student learning that may require a variance to current board
2264 policy, provisions of a contractual agreement, or state rules and regulations. The site will have the ability
2265 to request variance to these policies, agreements, rules, or regulations under the conditions listed below.

2266 Due to National Labor Relations Board (NLRB) and Public Employees Relations Commission (PERC)
2267 concerns regarding "company unions," no administrator will be chair of any site council seeking a
2268 variance. Site councils are not employee representative bodies.

2269 In order for a site to apply for a variance it will need to have in place a governance structure identifying
2270 how the site will make decisions and what decisions will be made under the charter. The charter should
2271 include a covenant (an agreed upon set of principles of learning), and a process to determine the effect of
2272 a proposed variance.

2273 Employees at a site will vote on a contract variance by secret ballot. A 70% majority of votes cast is
2274 required before the variance can be submitted. Site charters may require a higher percentage.

2275 A site will present a written copy of all requested variances, including those that receive 100% approval, to
2276 the association president, the superintendent, or designee, and the District Site Council Advisory
2277 Committee no later than the Monday before the May KEA representative assembly, preceding the year of
2278 implementation. Exceptions may be agreed upon by KEA and KSD. Conference variances for both fall
2279 and spring conference dates are due to KEA and Human Resources by September 30 of the year that they
2280 are to be effective. The full day conferences (12:30-8:00 p.m.) are not eligible for a variance. It should
2281 indicate which policies, contractual provisions, or state rules and regulations will be affected, how they will
2282 be affected, and why the current language is an impediment.

2283 Employees opposed to the proposed change may appeal to the association president expressing their
2284 concerns. Employees who do not wish to work under conditions of a modified contract will be given
2285 highest priority for transfer to another building.

2286 The association's executive board, representative assembly, or general membership will vote on all
2287 variances affecting the contract between the association and district. Variances affecting other contracts,
2288 policies, or state rules and regulations will be submitted to the appropriate body.

2289 The District Site Council Advisory Committee will consider the variance within one month of receiving
2290 the request. Representatives from the site may be asked to meet with the committee. The role of the
2291 committee is to discuss how the variance will impact 1) student learning, 2) other individuals and/or

2292 organizations in the district, 3) school board policies, 4) contractual agreements, and/or 5) state laws and
2293 other regulations. The committee may make recommendations to the site or the affected organization(s).
2294 The association will notify the board of the approved variance. The board will then vote on the variance
2295 following its own procedures.

2296 The duration of a variance is one school year and does not set precedent or establish past practice. The
2297 variance will expire **at the end of the school year for which it was approved.**

2298 **Renewing a Variance**

2299 To renew a variance, a site needs to submit data showing how the variance has improved or will improve
2300 student learning. It is necessary to repeat the procedure outlined above. If a site approves a renewal, the
2301 duration will be one school year.

2302 **Parameters for Variances**

2303 The district Site Council Committee has identified some areas of board policy, administrative procedures,
2304 and collective bargaining agreements that do not lend themselves to variances at this time. These include
2305 district expectations of student performance (as reflected in the district-approved curriculum); state and
2306 district student assessments and program evaluation measures; and established policies and procedures for
2307 the hiring, assignment, and transfer of current staff. Other areas include the board's mission statement
2308 and strategic plan, expenditure allocations as established by the board, and employee compensation. The
2309 general business structure of the association (i.e. definition of membership, association rights, dues
2310 structure, and grievance process) is not subject to variances. Other areas that would not be subject to
2311 variances include employee discipline, personnel files, staff protection, and other legal obligations and
2312 commitments.

2313

2314

2315

2316

2317

2318

2319

2320

2321

2322

2323

2324

2325

2326

2327

2328

2329

2330

2331 **Memos of Understanding**

2332

2333 **Health Care:**

2334 This agreement applies to the period of October 1, 2016 through October 31, 2017. The District and
2335 Association agree to the following provisions in order to make a good faith effort to comply with 2012
2336 Washington laws Ch. 3 –ESSB 5940.

- 2337 • Employees who elect to medical coverage must pay a minimum out of pocket premium.
- 2338 • Employees not paying any out of pocket costs will pay one (1) percent based on the following formula : Plan
2339 Premium x 1% x FTE% = minimum employee monthly out of pocket cost.
- 2340 • The dollar amount collected in the above formula will be pooled for out of pocket costs for employee spouse,
2341 employee children or family coverage.
- 2342 • An employee with medical insurance coverage through the district offered Quality High Deductible Health Plan
2343 (QHDHP) can self-fund to a Health Savings Account-HSA.

2344 This Memorandum of Understanding shall be in effect October 1, 2016 and shall remain in effect until
2345 October 31, 2017.

2346

2347 **Middle School Advisory Pilot at Desert Hills Middle School See also page 25**

2348 A certificated middle school employee assigned to an advisory will be paid a stipend of \$300 for work
2349 performed outside the contracted workday during the 2016-2017 school year. This work will include
2350 advisory sessions throughout the school year and Student Led Conferences in November. Employees will
2351 receive a contract for the additional stipend in the fall. Advisory will not be subject to observations or
2352 evaluations.

2353

2354

2355

2356

2357

2358

2359

2360

2361

2362

2363

2364

2365

2366

2367

2368

2369

2370

2371
2372 **Appendix**
2373

2374 **DEFINITIONS**
2375

- 2376 1. **District/Board** shall mean the Kennewick School District and the designated agents thereof.
- 2377 2. **Association/Bargaining Unit** shall mean the Kennewick Education Association which is affiliated with
2378 the Washington Education Association and with the National Education Association.
- 2379 3. **Parties** shall mean the District and the Association as co-signers of the Agreement.
- 2380 4. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
- 2381 5. **Contract** shall mean the individual employment contract or other supplemental contracts issued to
2382 each employee.
- 2383 6. **RCW/WAC** shall refer to the applicable laws, rules and regulations of the state of Washington.
- 2384 7. **Policy/Board Policy** shall mean the current policies adopted by the Kennewick School District Board
2385 of Directors
- 2386 8. **Day** shall mean work day, except during summer when it shall mean district business days.
- 2387 9. **Employee, certificated employee, staff, or member**, shall mean all certificated personnel included in
2388 the bargaining unit.
- 2389 10. **Provisional employee** shall mean:
2390 (1) an employee during the first three years of employment by the District or the first two years
2391 where the Superintendent may make a determination to remove an employee from provisional
2392 status after the second year in accordance with the RCW/WAC guidelines.
2393 (2) an employee that has previously completed at least two (2) years of certificated employment in
2394 another school district in the state, during the first year of employment by the District.
2395
- 2396 11. **Leave replacement employee** shall mean employees issued a non-continuing contract for the purpose
2397 of filling the position of regular employee out on an extended leave.
- 2398 12. **Retire/Rehire** shall mean a certificated employee who retires and is separated from service and rehired
2399 in accordance with applicable RCW/WAC guidelines.
- 2400 13. **Seniority**, unless otherwise defined, shall mean the employee's total number of years teaching in
2401 Washington State. The date the employee signed the initial Kennewick employment contract will be used
2402 to break ties.
- 2403 14. **Same position** unless otherwise defined, shall mean the a position at the building, and grade level or
2404 subject area previously held by the employee subject to the normal adjustments necessitated by shifts in
2405 enrollment or course offerings.
- 2406 15. **Time Pay** shall mean the pay teachers may earn by attending and participating in district-led
2407 professional development activities that are outlined in the Section on Salaries under the TRI Days
2408 heading. These days are identified in the Calendar each year.
2409

2410 16. **Responsibility Pay** shall mean the pay teachers earn by doing duties outside of their regular contracted
2411 days as deemed necessary by the individual employee. This may include but not be limited to regular
2412 planning for classes, preparing classrooms, correcting student work, preparing grades, preparing progress
2413 reports, writing IEPs, attending staff meetings, and attending and participating in Special education, 504
2414 and/or other student/parent meetings, and for completion of professional responsibilities.

2415

2416

2417 EVALUATION PROCEDURES

2418 I. Classroom Teacher Evaluation

2419 DEFINITIONS

2420 **Classroom Teacher** does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs,
2421 Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with
2422 or assign grades to regularly recurring and specifically defined groups of students. Those bargaining unit
2423 members who do not meet this definition will remain under the previous evaluation system, as defined in
2424 another section of this agreement. (See specific evaluation forms in the appendix.)

2425 **Criteria** shall mean one of the eight (8) state defined categories to be scored.

2426 **Component** shall mean one of the 22 areas that make up each of Danielson's four domains.

2427 **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation, inter-
2428 rater reliability, and the use of the specific instructional framework and rubrics contained in this
2429 agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by
2430 providing support and resources.

2431 **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should
2432 not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation
2433 process may be considered as artifacts.

2434 **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the
2435 instructional framework rubric. Evidence collection is not intended to mirror a ProTeach or National
2436 Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It
2437 should be gathered from the normal course of employment. Documentation related to students and
2438 parents may be submitted by the teacher as evidence.

2439 **Plan of Support** shall mean a voluntary plan offered/requested to assist an employee to address
2440 identified problems during the course of the evaluation cycle.

2441 **Plan of Improvement** shall mean a mandatory plan based on the summative score at the end of the
2442 evaluation cycle to be implemented the following year.

2443 **Not Satisfactory** shall mean:

- 2444 ▪ Level 1: Unsatisfactory - Receiving a summative score of 1 is not considered satisfactory

- 2445 performance for all teachers.
- 2446 ■ Level 2: Basic - If the classroom teacher is on a continuing contract with more than five years of
- 2447 teaching experience **and** if a summative score of 2 has been received two years in a row or two
- 2448 years within a consecutive three-year period, the teacher is not considered performing at a
- 2449 satisfactory level.

2450 **Student Growth** shall mean the change in student achievement between two points in time within the

2451 current school year.

2452 **Student Growth Data** shall mean relevant multiple measures that can include classroom-based, school-

2453 based, school district-based, and state-based tools. Assessments used to demonstrate growth will be

2454 selected by the classroom teacher and mutually agreed upon by the evaluator. Percentages will not be

2455 required by the evaluator as a measurement standard for student growth. Student growth goals without

2456 specific percentages will default to the state criteria that more than 50% of students will show growth for

2457 the teacher to be Proficient. To be Distinguished the significant majority of students will meet the

2458 growth goal with consideration of the limiting factors to be discussed between the employee and

2459 principal. The purpose of this evaluation system is to help teachers with their own professional growth. Evaluators will

2460 begin from the assumption that all teachers are at a level 3-Proficient. For the purposes of evaluation, evaluators start by

2461 looking at the requirements for level 3-Proficient and then move in either direction based on the evidence. Quality of

2462 evidence will be favored over quantity.

2463

2464 **STATE CRITERIA, FRAMEWORK, AND SCORING**

2465 **A. The state evaluation criteria are:**

- 2466 1. Centering instruction on high expectations for student achievement,
- 2467 2. Demonstrating effective teaching practices,
- 2468 3. Recognizing individual student learning needs and developing strategies to address those needs,
- 2469 4. Providing clear and intentional focus on subject matter content and curriculum,
- 2470 5. Fostering and managing a safe, positive learning environment,
- 2471 6. Using multiple data elements to modify instruction and improve student learning,
- 2472 7. Communicating and collaborating with parents and the school community, and
- 2473 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and
- 2474 student learning.

2475 **B. Instructional Framework**

2476 The parties have agreed to the adopted evidence-based instructional framework developed by

2477 Charlotte Danielson and approved by OSPI.

2478 **C. Summative Performance Scoring**

2479 If the evaluator and teacher cannot agree on a final summative score, the teacher may request an

2480 alternative evaluator to analyze the evidence using the rubric.

2481 The overall summative score is determined as follows:

2482

- 2483 1. The performance rating for each of the eight (8) state evaluation criteria is determined by
- 2484 combining the component score(s) and the student growth scores for criteria 3, 6, and 8. The score
- 2485 for each criteria shall be determined by weighing all of the evidence and/or artifacts collected,
- 2486 considering growth over time and comparing current performance to the rubric.

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
4. The default definition of student growth will be more than 50% of the students meeting the goal. If a teacher receives a (Distinguished) summative score and a Low student growth score, 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.

II. APPLICABILITY

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.

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

2528
2529

III. PROFESSIONAL DEVELOPMENT

2530
2531
2532
2533
2534
2535

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).

2536
2537
2538

IV. PROCEDURAL COMPONENTS OF EVALUATION

2539
2540
2541
2542
2543
2544
2545
2546
2547

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.

2548
2549
2550
2551
2552
2553
2554
2555
2556
2557
2558

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.

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

2559
2560

An employee receiving an unsatisfactory may contact the association for counsel and advice and include union representation in the evaluation process.

2561
2562

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

2563
2564

V. COMPREHENSIVE EVALUATION

2565
2566

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.

2567

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) formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The first observation shall be prearranged with the teacher. 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 10th, unless the teacher is on probation- in which timelines under the Probation section must be followed.
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. Such evidence must be given appropriate weight and consideration in scoring the components.

E. Final Summative Evaluation Conference

1. No later than May 25th, or prior to May 15th if the employee is to receive a score below Proficient, 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. If the teacher is on probation then the timelines under the Probation section must be followed.
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. The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric for each criterion.
4. The employee may provide a list of any factors limiting his or her performance which the evaluator will consider prior to assigning the final summative score. 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.
5. 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. An employee receiving an unsatisfactory may write a rebuttal which shall be attached to the observation report.
6. Only the final evaluation form and rebuttal, if any, is placed in the teacher's personnel file. All other documents remain in the working files at the school.

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 10th.
6. Final evaluation will be completed by May 25th, or prior to May 15th if the employee is to receive a score below Proficient.
7. If a teacher is on probation, the timelines under the Probation section must be followed.

VI. 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 sixty (60) 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 31st,
 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 25th, or prior to May 15th is the employee is to receive a score below proficient, 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. The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric for each criterion.
4. The employee may provide a list of any factors limiting his or her performance in which the evaluator will consider prior to assigning the final summative score. 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.
5. 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.
6. An employee receiving an unsatisfactory may write a rebuttal which shall be attached to the observation report.
7. Only the final evaluation form and rebuttal, if any, is placed in the teacher's personnel file. All

other documents remain in the working files at the school.

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 10th and May 25th.
7. Final evaluation will be completed by May 25th or prior to May 15th if the employee is to receive a score below Proficient.

VII. 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, various materials and any assistance as may be provided by the Association.

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 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, one of the following may occur:

1. a structured support or improvement plan will be Implemented to support teacher within the first 60 days of the school year.
2. the teacher may be placed on probation according to the requirements/timelines outlined in the Probation section.

VIII. 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.

- 2780 C. A description of the assistance and services the District will provide to the teacher to
2781 improve his/her performance;
2782 D. Periodic reports to the teacher of the evaluator's judgment on the teacher's progress
2783 toward remediating deficiencies;
2784 E. Written notice to the Association and teacher prior to March 1, or thirty (30) calendar days after
2785 the teacher began work, whichever is later.
2786

2787 **IX. PROBATION**

2788 The requirements of this procedure will be to insure professional rights and due process are maintained
2789 for the employee involved, insure accurate assessment of the charges of deficient performance, outline the
2790 available district resources, and clearly define and clarify the role of the district and the employee. If it
2791 becomes necessary to place an employee on probation, the action will be in accordance with the
2792 evaluation procedure contained in this agreement.

- 2793 A. A classroom teacher's work is not judged satisfactory, and therefore the teacher shall be placed on
2794 probation, when the overall summative score is 1 - Unsatisfactory. In addition, a continuing contract
2795 teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose
2796 comprehensive summative evaluation score is 2 - Basic for two (2) consecutive years or for two (2) years
2797 within a consecutive three (3) year time period shall also be placed on probation.
2798 B. Teachers may only be placed on probation from the Comprehensive evaluation system
2799 described above.
2800 C. Teachers on continuing contracts who have been assigned to teach outside of their
2801 endorsements and/or highly-qualified areas shall not be subject to nonrenewal or probation
2802 based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
2803

2804 A probationary process is to be implemented and completed within this timeframe. In carrying out the
2805 probation procedure, the following steps will be followed.

2806 **Step 1**

2807 Before probation is recommended, the principal will meet with the employee in an attempt to resolve
2808 matters relating to performance. This meeting will be held within 10 days of the date of the fall evaluation
2809 and **in no case later than Jan. 20**. The employee will have an opportunity to have an association
2810 representative in attendance at the conference.

2811 **Step 2**

2812 If an employee is to be placed on probation, the superintendent will notify the employee after Oct. 15 but
2813 no later than Jan. 26 of the current school year. The association president will be given notification at least
2814 three days before an employee is to be placed on probation. The notification for probation must be in
2815 writing, and a copy of that notification must be sent to the employee. The notification for probation will
2816 include the following:

- 2817 8) A clear definition of the problem in terms of instruction deficiency, as related to the evaluation
2818 criteria based on the framework. Once the areas of deficiency and the criteria for improvement have
2819 been established, they cannot be changed.
2820 9) A clear and reasonable set of expectations delineating what levels of performance would constitute

acceptable performance in the problem areas defined.

10) A prescription for remediation that spells out courses of action and time expectations, so the employee involved can reach an acceptable level of performance.

11) 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.

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

Step 4

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

1) The teacher demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status and renewal of contract. (A teacher with more than five (5) years of experience shall have earned a score of proficient. A non-provisional teacher with five (5) or fewer years of experience shall have earned a minimum score of basic): or

2) The teacher has demonstrated improvement in the stated areas of deficiency, but should have the probationary period extended to address areas where further improvement is required; or

3) The teacher has not demonstrated sufficient improvement in the stated areas of deficiency constituting grounds for a finding of probable cause for non-renewal of contract under RCW 28A.405.300 or 28A.405.210.

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

2859

2860 The superintendent will notify the employee of the status of his or her contract renewal in **writing no**
2861 **later than May 15.**

2862 If probable cause for non-renewal of the employee's contract is determined, notification will be made by
2863 action of the board.

2864 **X. NON-RENEWAL (DISCHARGE)**

2865 When a continuing contract teacher with five (5) or more years of experience receives a comprehensive
2866 summative evaluation rating of 1- Unsatisfactory for two (2) consecutive years, the District shall, within ten
2867 (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first,
2868 implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

2869 The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by
2870 the Superintendent pursuant to this Article shall have ten (10) *working* days following receipt of said notice
2871 to file any notice of appeal as provided by statute.

2872

2873 **XI. EVALUATION RESULTS**

2874

2875 A. Evaluation results shall be used:

2876

- 2877 1. To acknowledge, recognize, and encourage excellence in professional performance.
2878 2. To document the level of performance by a teacher of his/her assigned duties.
2879 3. To identify specific areas in which the teacher may need improvement according to the criteria
2880 included on the evaluation instrument.
2881 4. To document performance by a teacher judged unsatisfactory based on the District evaluation
2882 criteria.
2883 5. Human Resources and personnel decisions will be bargained when required.
2884 6. Other uses of evaluation results are subject to bargaining.

2885

2886 B. Evaluators shall not consider school or District-wide, building-wide, department, grade level or any
2887 other groups' scores when evaluating the individual teacher. For example, there shall be no pre-
2888 determined limits on the number of 4's (Distinguished) in a school.

2889

2890

2891

2892