

# Language Change Packet 3.0

## Compensation

### Inflationary Salary Increases

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

## Provisions Set To Expire

### **Page 37**

#### ~~Salary Stipend~~

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

### **Page 38**

#### ~~Secondary Counselors~~

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

### **Pages 37-38**

#### ~~Elementary Counselors~~

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

### **Page 57**

#### ~~Staff Response Team~~

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

### **Page 60-61**

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

## 39 **Page 62**

40 ~~1) A maximum of 30 sections per week for the 2021-22 school year only. Elementary~~  
41 ~~specialists who exceed 30 sections per week will receive ½ hour of per diem pay per week~~  
42 ~~for each special over 30 in the 2021-22 school year. (This factor will be prorated to determine~~  
43 ~~the hiring of music and health and fitness specialists.)~~

## 44 **Page 70**

### 45 ~~Student Assistance~~

46 ~~For the 2021-22 school year only, the District has determined that it will contract with an outside~~  
47 ~~mental health provider to provide support to high school students throughout the District.~~  
48 ~~Support will be provided to middle schools on a case-by-case basis.~~

49

# 50 **New Contract Language / No Pages Yet**

## 51 **Subcommittee A**

### 52 **Classroom Visitation**

53 ~~The District and Association agree it is valuable to provide parents and other community~~  
54 ~~members with a valid interest in Kennewick schools the opportunity to visit classrooms.~~

55 ~~To ensure the least interruption to the teaching and learning process, the following guidelines~~  
56 ~~will be followed:~~

- 57 ~~• At least 24-hour prior notice will be given for all visits, unless the educator agrees to an~~  
58 ~~earlier visit.~~
- 59 ~~• Visitors are required to state the purpose of their visit to building administrator or~~  
60 ~~educator.~~
- 61 ~~• The administrator and educator will set the length and time of the visit.~~
- 62 ~~• Visits will not occur when testing or other scheduled activities might be disrupted by the~~  
63 ~~presence of visitors.~~
- 64 ~~• Visitors will not be allowed to make audio or video recordings during the visit without~~  
65 ~~the consent of the educator.~~
- 66 ~~• The educator will have the opportunity to confer with the visitor and/or an administrator~~  
67 ~~before and/or after the visit.~~
- 68 ~~• The visit will be immediately concluded, and the visitors will be asked to leave, if the~~  
69 ~~visitors are disruptive to the educational process.~~
- 70 ~~• An administrator will be available to assist during the visit, and the educator may request~~  
71 ~~an administrator accompany the visitor.~~

- 72
- Information a visitor shares with building or District administration will be shared with the educator in a timely manner.
- 73
- All visitors are expected to maintain appropriate conduct when visiting Kennewick schools. Inappropriate conduct by a visitor will result in exclusion and loss of visitation privileges. Disputes about limiting visits will be handled in accordance with District policy.
- 74
- 75
- 76
- 77

78

79 ***District Equity Team***

80 Four representatives of the Association’s Equity Team will be part of the District’s Equity Team.

81

82 ***Focus on Instruction***

83 All bargaining unit members who organize classes for the Focus on Instruction professional development day will be compensated at their per-diem rate by the District based on the length of the class in the published schedule.

84

85

86

87 ***IEP Meeting Attendance***

88 Based on State WAC 392-172A and Federal law, IEP meeting attendance is required of specific special education staff, administration, and general educators of the student on the IEP. To meet this requirement, the District will:

89

90

- Train all IEP case managers and building administrators annually on the structure of IEP meetings, including how to ensure educators have a chance to share input.
  - Train all staff at the beginning of the school year on IEP meeting attendance and the structure of IEP meetings.
  - Create long-term IEP meeting schedules.
  - Ensure IEP meetings are scheduled far enough in advance for educators to arrange schedules to attend.
  - Schedule IEP meetings to start as soon as possible.
- 91
- 92
- 93
- 94
- 95
- 96
- 97
- 98

99

100 ***Multi-year Calendar***

101 The Calendar Committee will use the following parameters to develop a calendar (or calendars) for the duration of the CBA plus one year. The one additional year will be subject to changes in bargaining:

102

103

- Benton Franklin County Fair
  - Graduation
  - Spring Break
  - Winter Break
  - First day of school
  - Last day of school
  - Holidays
- 104
- 105
- 106
- 107
- 108
- 109
- 110

- 111 • Snow days
- 112 • ½ day educator release to exchange for Open House attendance
- 113 • Last day for seniors
- 114 • Conferencing and report card prep
- 115 • Optional Professional Development days

116  
117 **Open House**

118 Open House events will be held in the fall of each school year. Site councils will meet in June of  
119 the previous school year to determine the format. Educators are required to attend one Open  
120 House. An early release for educators will be scheduled each year prior to a weekend as  
121 compensation for the time spent preparing for and attending Open House.

122

123 **Placement of New Students without IEPs or 504 Plans**

124 Within three (3) days of receiving a completed student registration, but no sooner than one day  
125 after receiving a completed student registration, students will be placed in classrooms.

126 Prior to students being placed in classrooms, educators will be made aware of information that  
127 may impact the instructional environment, giving educators adequate time to make classroom  
128 preparations. When complete student information is not immediately available, every effort will  
129 be made to gather as much information on the student as possible.

130 When information about a student that may have a significant impact on the instructional  
131 environment subsequently becomes available, a building administrator or designee will provide  
132 that information to educators within one school day.

133

134 **Safe Schools**

135 The District requires all certificated educators to complete SafeSchools training prior to the first  
136 day of school with students.

137 A certificated educator who does not complete SafeSchools training prior to the first day of  
138 school with students will not be allowed to report to work and will not receive pay until he or she  
139 completes the SafeSchools training.

140 Certificated educators hired after the beginning of a school year must complete SafeSchools  
141 training within one month of their date of hire or they will not be allowed to report to work and  
142 will not receive pay.

143 Educators will choose the location, District or otherwise, where they will take the training.

144 Educators who do not fully complete SafeSchools training prior to the final District Professional  
145 Development Day in August will be required to complete the training at their work location  
146 during the last half of the final Professional Development Day in August.

147 The last half of the final Professional Development Day in August will be non-work time for  
148 Educators who complete SafeSchools training prior to that day.

149

150 **Subcommittee B**

151 **\* Elementary and Secondary Resource Room Task Forces**

152 During the 2022-23 school year, the District and Association will establish separate task forces,  
153 for elementary resource room educators and secondary resource room educators.

154 Each Task Force will address case management responsibilities, master scheduling, implications  
155 of inclusionary practices, and financial implications of case management time and provide  
156 recommendations by the end of the 2022-23 school year.

157 The makeup of each Task Force will be jointly determined by the District and the Association.  
158 Task Force members will be compensated at the curriculum rate for work that falls outside the  
159 regular contract day.

160

161 **\* Extended School Year (ESY) materials for Tier II and Tier III**

162 One (1) hour of per-diem pay per student will be provided to educators in Tier II and Tier III  
163 special education classrooms to collect and distribute materials for students eligible for Extended  
164 School Year (ESY), per WAC 392-172A-02020

165

166 **\* IEP Paperwork**

167 To ensure “meaningful parent participation” in the IEP process, as required by WAC 392-172a-  
168 03100, parents will be notified of IEP meetings early enough to ensure they have an opportunity  
169 to attend.

170 Every effort will be made to have IEP meetings at least 10 school days prior to the IEP due date,  
171 and draft of the IEP will be provided to the IEP team at least five (5) school days prior to the  
172 meeting.

173 Progress reporting is due within five (5) working days of the end of the grading period and by the  
174 3rd weekday of the last day of the school year.

175 The District recognizes there are instances in which timelines can’t be met. If this occurs, the  
176 educator will communicate with their direct supervisor.

177

178 **\* Inclusion Preschool**

179 A maximum of 30 IEP students per full-time Inclusion Preschool educator. At least 6.0 hours per  
180 day of paraeducator time will be provided and directed by the classroom educator.

181 When the number of IEPs on the educator’s caseload exceeds 30, he or she will choose overload  
182 pay of \$35 per student per week or additional overload paraeducator hours.

183 When the number of students with IEPs on the educator’s caseload exceeds 40, a meeting to  
184 determine the need for additional FTE will be held involving the Director of Special Services,  
185 the educator, and the Keewaydin Discovery Center Program Coordinator.

186

187 **\* Medicaid Billing**

188 All staff eligible to bill Medicaid must bill Medicaid, as per WAC 392-172A-07005, WAC 392-  
189 140-675, WAC 182-537-0350, and RCW 28A.150.392 (D).

190 All employees required to bill Medicaid will be notified by their District supervisors. The  
191 District will provide training in the use of the billing system.

192 The District will pay for the required licensure for Medicaid billing as well as the continuing  
193 education necessary to maintain licensure.

194

195 **\* National Certification Stipend for Educational Staff Associates (ESAs)**

196 Certificated ESAs who hold the following national certifications will be paid an annual stipend  
197 of \$2500 for the 2022-23 and 2023-24 school years, \$3000 for the 2024-25 school year, and  
198 \$3500 for the 2025-26 school year.

- 199 • National Association of School Psychologists (NASP)
- 200 • National Board for the Certification of School Nurses (NCSN)
- 201 • National Board for Certification of Occupational Therapy (NBCOT)
- 202 • Federation of the State Boards of Physical Therapy (FSBPT)
- 203 • American Speech-Language-Hearing Association (ASHA)

204 If the State discontinues NBCT stipends, the District will not be obligated to continue to pay  
205 ESA stipends.

206 Certificated ESAs who are eligible for the NBCT stipend are not eligible for this additional  
207 stipend.

208

209 **Current Contract Language w/Changes**

210 **Page 5 – Subcommittee A**

211 **Section 2: Academic Freedom**

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

214 The principle of academic freedom for ~~employees~~ **educators** will not supersede the basic  
215 responsibilities of the ~~employee educator~~ to the ~~education~~ profession **of education**. These  
216 responsibilities include:

217 ~~A~~**C**ommitment to support the Constitution of the United States

218 ~~A~~**C**oncern for the welfare, growth, and development of children

219 ~~A~~**n** insistence upon objective scholarship

220 ~~Utilization of current,~~ **Adherence to** District-authorized courses of study, **Board-adopted**  
221 **curriculum, and applicable learning standards.**

222 Effective teaching methods, strategies, and professional judgement will be encouraged in the  
223 delivery of the adopted curriculum. Instruction will focus on State learning standards, and  
224 educators will not be mandated to teach to specific tests. Test preparation activities not required  
225 by OSPI or essential to administering the test will be at the discretion of educator.

226 Methodology and style of teaching ~~shall~~ **will** not be restricted provided, ~~such~~ **it** is effective and  
227 appropriate to the level and/or subject being taught. **Educators will choose** ~~Methodology of~~  
228 ~~teaching will be considered to be the employee's choice of~~ instructional methods, ~~strategies,~~ ~~≠~~  
229 technology, and supplemental **and enrichment** materials ~~used~~ to deliver ~~the~~ District-adopted  
230 curriculum.

231 Nothing in this language is intended to prevent a discussion between a principal and an **educator**  
232 ~~teacher~~ about specific teaching methodologies. If the ~~employee~~ **educator** is **rated** "Proficient" or  
233 **rated** "Distinguished" in the summative evaluation, ~~the employee~~ **he or she** will not be mandated  
234 to adopt the methodologies ~~that may be~~ discussed.

235 **District-adopted curriculum includes all core learning materials and learning standards.**  
236 **Supplemental materials are District-adopted print or electronic resources provided to augment**  
237 **the adopted curriculum. Enrichment materials are age-appropriate, educator-chosen print or**  
238 **electronic materials relevant to the course of study that support and enhance District-adopted**  
239 **curriculum. All educator-chosen materials must conform to District policies. Potentially**  
240 **controversial materials will be used in accordance with applicable District Policy. When**  
241 **uncertain, educators should preview materials with their administrator(s).**

242 A free interchange of ideas leading to clearer understandings at the maturity level of students  
243 must be expected as part of effective teaching. **Challenges** ~~Any challenge of members of the~~  
244 ~~professional staff relative to~~ **concerning** the use of educational materials ~~on the basis of~~ **based on**  
245 ~~suitability, upon their presentation of ideas involving morality or patriotism, or upon their~~  
246 ~~literary merit will receive the~~ **immediately be brought to the** attention of ~~the employee(s)~~  
247 **educator.**

248 The lodging of a complaint will not cause the suspension of a District-adopted course and/or its  
249 content without the ~~mutual~~ consent of the affected ~~employee(s)~~ **educators**, in accordance with ~~the~~  
250 **applicable District Policy No. 2310. Educators will have the right to defend challenged methods**  
251 **or materials with their administrator(s).** ~~Supplementary~~ **Supplemental or enrichment** materials  
252 used to augment adopted curriculum will only be suspended after a thorough review and  
253 consultation with the affected ~~employee(s)~~ **educators** and building **and/or district**  
254 **administrator(s).** **Administration will provide appropriate guidance and support to educators,**  
255 **based on the facts, when processing complaints regarding appropriate teaching methods and/or**  
256 **materials.**

257 ~~Supplementary materials used to augment adopted curriculum will only be suspended after a~~  
258 ~~thorough review and consultation with the affected employee(s) and building administrator(s).~~  
259 **[Moved above]**

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

262

263 **Page 7 - Subcommittee A**

## Electronic Surveillance Recordings

264  
265 The ~~parties~~ District and the Association recognize the necessity of the use of video or other  
266 electronic surveillance recordings in common areas for safety and security purposes. ~~The parties~~  
267 ~~also~~ and recognize the need to balance safety and security concerns with employees' educators'  
268 reasonable expectation of a fair level of privacy in the workplace.

269 The District will not use ~~any~~ audio, video, or other electronic surveillance in individual  
270 classrooms/ or work areas – (excluding common areas used as classrooms, such as like libraries  
271 and gymnasiums,) – without the prior knowledge and written approval of the ~~employee~~ educator.

272 Electronic surveillance information may not be used as evidence of “Unsatisfactory” or “Basic”  
273 performance in the evaluation process.

274 No administrator or ~~agent of the~~ District employee will ~~engage in monitoring of~~ use electronic  
275 surveillance recordings with the intent to identify potential misconduct of ~~employees by~~  
276 educators. Information obtained from surveillance cameras ~~shall will~~ not be used as a basis for  
277 disciplinary action, except to verify or contradict a specific, credible allegation. ~~However, if, in~~  
278 ~~the~~ when viewing of video for ~~other~~ legitimate purposes, ~~the District~~ a District administrator  
279 finds policy violations or criminal behavior, the District may use the video to address the  
280 situation.

281 The District will take proper steps to ensure students do not make audio or video recordings or  
282 take photographs of educators without the educators' knowledge and consent. The District will  
283 take appropriate disciplinary action with students, in accordance with harassment, cyber  
284 bullying, or other applicable District policies.

285

## 286 **Pages 18-20 - Subcommittee A**

### 287 **Section 7: Grievance Procedure**

288 The purpose of ~~this a~~ grievance procedure is to provide ~~an means for the~~ orderly and the  
289 expeditious resolution to educator concerns or adjustment of a grievance by an employee or  
290 group of employees. ~~To facilitate and foster collaborative problem solving, the District and~~  
291 ~~Association agree to collaboratively provide annual training to Association representatives and~~  
292 ~~administrators in problem solving and grievance processing.~~

293 The grievance procedure may be held in abeyance when the ~~involved parties mutually~~ District  
294 and Association agree to extend the ~~contractual~~ timelines or to use trained conflict managers ~~in~~  
295 ~~an attempt to solve problems~~ resolve issues at the lowest level. Principals and Association  
296 leadership are encouraged to problem-solve issues prior to initiating the grievance process.  
297 Timelines will not begin until the parties fail to resolve the issue informally.

298 ~~Every effort will be made to settle problems at the lowest level through informal communication~~  
299 ~~between the employee(s) and his or her/their immediate supervisor(s) or between Association~~  
300 ~~leadership and the District for grievances that would be initiated at Step 2. The employee may~~  
301 ~~include an Association representative in the informal communication. Any informal resolution of~~  
302 ~~a problem must conform to the provisions of the Agreement and be reported to the Association~~  
303 ~~President. Grievances will generally not be processed using this procedure until there is evidence~~  
304 ~~that informal two-way communication has been attempted. This does not prohibit the initiation~~



305 of a formal grievance to preserve timelines or when either party believes a formal process is  
306 necessary.

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

## 309 Definitions

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

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

319 "Days": ~~will mean~~ contracted workdays during the school year and weekdays during the  
320 summer. ~~Any~~ **Grievance** action(s) carried over from the **school** year will be placed on the  
321 summer schedule by agreement between the Association and the District.

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

## 327 Procedures and Steps

328 A grievance must be filed **within 30 days of the occurrence** of the event ~~on~~ **about** which the  
329 grievance is based or the date on which ~~such~~ **the** event could reasonably have been known to be  
330 an alleged grievable violation, not to exceed 120 days. Grievances arising from application of  
331 ~~Article III, Section 9, of~~ **the Assignment and Transfer section in this agreement CBA** must be  
332 filed within 30 days.

333 ~~The~~ **Timelines and procedures herein in this section will be strictly followed, unless waived**  
334 **in writing by both parties.** Failure of the grievant to follow the timelines will mean the  
335 grievance is withdrawn. ~~Conversely,~~ ~~if~~ failure by the District to follow the timelines will  
336 automatically qualify the grievance for advancement to the next step. Failure of the ~~Board or its~~  
337 ~~representative(s)~~ **District Administration** to meet the ~~specified~~ timelines at the final step  
338 preceding arbitration ~~shall~~ **will** result in the requested remedies being granted.

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

### 341 **Step 1 - Problem Solving**

342 **The parties agree every effort should be made to settle problems at the lowest level through**  
343 **informal communication between the employee(s) and his or her or their immediate**  
344 **supervisor(s), or between Association leadership and the District for grievances that would be**

345 initiated at Step 2. The Association and District agree to encourage the use of problem solving  
346 prior to initiating formal written grievances.

347 Grievances will not generally be processed until the employee(s) and, at the employee's, or  
348 employees', discretion, an Association representative have attempted informal two-way  
349 communication. An informal resolution of a problem must conform to the provisions of this  
350 CBA and be reported to the Association President. This step may be bypassed and does not  
351 prohibit the initiation of a formal grievance to preserve timelines, or when either party believes a  
352 formal process is necessary.

### 353 **Step 2 – Immediate Supervisor**

354 The grievant(s) submit(s) a grievance review request (~~Form A~~) to the immediate supervisor, **who**  
355 ~~The supervisor will schedule~~ **propose** a mutually agreeable meeting date within ~~five (5)~~ **10** days  
356 ~~after of~~ receiving the request and ~~will~~ render a written decision to the grievant(s) within ~~five (5)~~  
357 **10** days ~~after of~~ the formal meeting.

358 A copy of the grievance review request will be sent to the Superintendent and the Association  
359 President. A copy of the written decision will be sent to the Superintendent and the Association  
360 President.

### 361 **Step 3 – District-Level Administrator**

362 If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at Step 2, the  
363 grievant may refer the grievance to the appropriate District-level administrator within 10 days of  
364 receipt of the decision and a copy will be given to the grievant's, or grievants', immediate  
365 supervisor. The District-level administrator will meet with the grievant(s) within 10 days of the  
366 grievance being referred to him or her. Both the District-level administrator and the grievant(s)  
367 may have others present at the meeting who can suggest an acceptable adjustment of the  
368 grievance.

369 The District-level administrator will render a written decision on the grievance and adjustment(s)  
370 within 10 days of the grievance being heard. Copies of the decision will be sent to the grievant,  
371 the grievant's immediate supervisor, and the Association President.

### 372 **Step 4 – Appeal to Superintendent**

373 If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at ~~Step 3,~~  
374 ~~the grievant~~ **he or she or they** may refer the grievance to the Superintendent within ~~ten~~ **10** days  
375 ~~after the of~~ receipt of the decision ~~prescribed herein,~~ with a copy going to the grievant's  
376 immediate supervisor.

377 The Superintendent will meet with the grievant(s) within ~~ten~~ **10** days ~~after of~~ the grievance ~~has~~  
378 ~~been being~~ referred to him or her. ~~Both~~ **The Superintendent and the grievant(s)** may have others  
379 ~~persons~~ present at the meeting who ~~might contribute to~~ **can suggest** an acceptable adjustment of  
380 the grievance.

381 The Superintendent will render a written decision ~~concerning~~ **on** the grievance and ~~any other~~  
382 adjustment within ~~ten~~ **10** days ~~after of~~ the grievance ~~has been being~~ heard. Copies of the  
383 **Superintendent's** decision ~~by the Superintendent~~ will be sent to the grievant, the grievant's  
384 immediate supervisor, and the Association President. The Superintendent's office will retain a  
385 copy.

### 386 ~~Step 3 – Appeal to Board (Optional)~~

387 ~~If the grievant is not satisfied with the disposition of his or her grievance at Step 2, or if the~~  
388 ~~Superintendent or designee has not provided a written decision within the time limits prescribed~~  
389 ~~in Step 2, then the grievant, or the Association acting on his or her behalf, may request a meeting~~  
390 ~~with the Board. At the request of either party, the School Board and the Association may~~  
391 ~~mutually agree to move the grievance directly to Step 4. If a request for a meeting with the Board~~  
392 ~~or request for a waiver of this step is not delivered to the Superintendent within 30 days after the~~  
393 ~~meeting prescribed in Step 2 is held, the grievance will be deemed withdrawn. The Board will~~  
394 ~~meet with the grievant, Association representatives, and Superintendent within 30 days after the~~  
395 ~~Superintendent receives the request for the meeting. Within 15 days after the meeting, the Board~~  
396 ~~will render a written decision on the grievance.~~

#### 397 **Step 4 5 – Binding Arbitration**

398 If the grievance is not resolved at Step ~~3~~ 4, the Association, at its sole discretion, may advance  
399 ~~any~~ the grievance to a final and binding arbitration within 30 days of receipt of the Step ~~3~~ 4  
400 response.

401 ~~The a~~ Arbitrators ~~shall be~~ are selected from a list provided by the Federal Mediation and  
402 Conciliation Service or the American Arbitration Association. The ~~parties shall~~ District and  
403 Association will separately rank and strike the names of the arbitrators on the list and return their  
404 separate lists to the appropriate agency for final arbitrator selection. Hearings ~~shall~~ will be  
405 conducted in accordance with the rules of the selected agency ~~that was selected.~~

406 The arbitrator will ~~make a decision in writing~~ present a written decision after the close of the  
407 hearing.

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

#### 412 **Freedom from Reprisals**

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

#### 415 **Powers of Arbitrator**

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

#### 418 **Election of Remedy**

419 An employee receiving notification of non-renewal of contract, discharge, or adverse effect may  
420 challenge imposed discipline through the grievance procedure. If an employee invokes his/ or her  
421 rights under statute to challenge the discipline, and continues to pursue the statutory appeal  
422 process, the ~~parties agree that the~~ Association may not advance the grievance on behalf of the  
423 employee to the arbitration step. The Association may advance the grievance to the arbitration  
424 step on behalf of the employee if the employee he or she agrees to waive in writing his/ or her  
425 right to challenge the discipline under applicable statute, ~~said waiver to be in writing.~~

426 In the event If the employee waives his/ or her right to challenge proposed discipline through the  
427 statutory appeal process, and instead decides to grieve the discipline through the Association to

428 work with the Association to pursue arbitration, the proposed discipline shall will be held in  
429 abeyance until an adverse a ruling is received from the arbitrator. Holding proposed discipline in  
430 abeyance does not prevent the employer from placing the employee on paid administrative leave  
431 until a ruling is received.

## 432 Release Time

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

436

## 437 Pages 20-22 - Subcommittee A

### 438 Section 8: Layoff and Recall

439 ~~In the event~~ If the District anticipates a significant loss in revenue, a ~~#~~Reduction ~~in~~ ~~#~~Force (RIF)  
440 may be instituted. Prior to eliminating ~~any~~ certificated positions, both parties will review and  
441 negotiate all elements of the ~~contract~~ CBA funded by sources other than the State Basic  
442 Education Act (BEA) funding.

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

447 Certificated employees returning from leave must be rehired. ~~However~~, these employees are  
448 subject to the layoff and recall provisions on the same basis as any other certificated employee.  
449 These determinations are based upon seniority, as specified in the layoff and recall provision of  
450 ~~the in this contract~~ CBA.

451 The term "layoff" means placing ~~B~~bargaining ~~U~~unit members on unemployed status due to  
452 economic necessity.

### 453 Layoff Procedure

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

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

461 The District will compile and publish a State seniority list by **March 1**. ~~The State seniority list~~  
462 ~~will be posted in each building; and five (5) copies will be given to the Association.~~ The State  
463 seniority list will be available to employees in the Human Resources section of the staff intranet.

464 Challenges to seniority placement will be made in writing to the Human Resources Department  
465 by **March 31**. A corrected seniority list will be published and will be made available to

466 employees in the Human Resources section of the staff intranet and posted in each building; five  
467 (5) copies will be given to the Association by April 15.

## 468 Ties in Seniority

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

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

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

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

481 Acceptance of contract employment as a certificated employee in ~~any other~~ another school  
482 District while on layoff status will constitute an automatic termination of the employment  
483 relationship, as ~~provided herein~~ defined in this CBA, and the employee will notify the District by  
484 registered letter or by personally contacting the District Human Resources Department. The  
485 District will hire no certificated employee from outside the ~~B~~bargaining ~~U~~unit until all  
486 certificated employees on layoff status have been determined to be unqualified for the position.

487 Employment of substitutes will come from ~~these~~ certificated employees on layoff status, except  
488 in ~~these~~ cases when no certificated employee is available and qualified for the position. There  
489 will be no challenge to the unemployment compensation of any ~~B~~bargaining ~~U~~unit member on  
490 layoff status who declines casual substitute employment, except ~~these~~ individuals who have  
491 ~~already~~ been accepting substitute employment.

492 ~~Upon~~ At the request of an employee, the District will make provision for the continuance of to  
493 ~~continue~~ an employee's participation in any District group insurance programs. The employee  
494 will pay the entire premium to the District Payroll Office ~~on a monthly basis~~, as required by the  
495 Payroll Office.

## 496 Evaluation Notation

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

## 501 Recall

502 Recall will be by seniority order, according to the curriculum areas and/or elementary levels for  
503 which the employee is qualified. The District will give written notice of recall by sending a  
504 registered letter to the employee at his or her last known address. It will be the responsibility of  
505 the employee to notify the District of any change of address. Any ~~notified~~ notified employee ~~notified~~ will

506 respond whether he or she accepts or rejects the position **within 10 working days from receipt**  
507 **of the notice.**

508 All continuing and “Provisional” employees will be recalled prior to non-continuing and  
509 substitute employees.

510

## 511 **Page 24 - Subcommittee A**

### 512 **Spring and Summer ~~Vacation~~ Hiring Guidelines**

513 Prior to summer ~~vacation~~ break, **no earlier than May 15 but before the last day of the school**  
514 **year**, the Human Resources Department will e-mail a reminder to all **employees** ~~staff reminding~~  
515 ~~them~~ to watch the District website for all openings in ~~their~~ **District** buildings ~~and around the~~  
516 ~~District.~~

517 Normal hiring procedures will be followed during summer ~~vacation~~ break.

518 **Positions posted on or after the sixth day ~~After June 20~~ positions after the final day of school**  
519 **with students** will **be simultaneously** open to both internal and external candidates ~~at the same~~  
520 ~~time.~~ **For candidate outside the District, The** screening and hiring for positions **open posted on or**  
521 **after the sixth day after the final day of school with students ~~June 20~~** will be based on ~~meeting~~  
522 ~~the job~~ qualifications ~~of the job postings as well as~~ **and** reference checking ~~for outside~~  
523 ~~candidates.~~

524 **Hiring will revert to CBA language in the section “Internal Hiring Practices and In-building/In-**  
525 **District Placement Procedure” on the first Professional Development Day of the school year. The**  
526 **Association and the District may agree to fill open positions during the current, rather than the**  
527 **subsequent, school year for vacancies filled on or after the first Professional Development Day.**

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

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

533

## 534 **Page 27 – Subcommittee C**

### 535 **Section 10: Staff Protection**

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

542 **At the educator’s request, the District will provide CPI training.**

543

544 **Page 29 – Subcommittee C**

545 ~~Safety Issues~~ **Building Safety Committees**

546 In accordance with WAC 296-800-130, ~~the District will ensure there are effective safety~~  
547 ~~committees at each building= with 11 or more employees and either safety committees or~~  
548 ~~monthly safety meetings at buildings with fewer than 11 employees. Building safety meetings~~  
549 ~~may be part of staff meetings. Building safety committees will be funded.~~

550 ~~The District will ensure that confidential student files about students who have been suspended~~  
551 ~~or expelled are kept at each building. Each building’s staff will be made aware of the availability~~  
552 ~~of these files.~~

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

555 ~~At the teacher’s request, the District will provide CPI training.~~ **[This line moved to “Staff**  
556 **Protection” on page 27]**

557

558 **Page 30 – Subcommittee A**

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

560 Teachers on Special Assignment (TOSAs) provide specialized expertise and resources and may  
561 be utilized in many non-evaluative capacities. All TOSAs retain their contractual rights, as  
562 defined in this ~~contract~~ **CBA.**

563 **CPEs are considered TOSAs but** are not subject to the provisions in this section. ~~CPEs’ in the~~  
564 ~~PAR Program are TOSAs as roles are~~ defined in Article IV, Section II of the **“Peer Assistance**  
565 **and Resources” section in this contract CBA.** ~~CPEs are not subject to the provisions in this~~  
566 ~~section.~~

567 ~~Any TOSA hired before September 1, 2008, will be grandfathered in his or her position unless~~  
568 ~~he or she is not renewed by the District or opts out of the TOSA position. A leave may be~~  
569 ~~requested by a TOSA from part or all of that TOSA’s teaching assignment so an in-building or~~  
570 ~~in-District assignment is held in the meantime.~~ **An educator accepting a position posted as a**  
571 **TOSA will be on leave from his or her building assignment for one year. At the end of the first**  
572 **year, a TOSA and/or his or her supervising administrator can decide to return the TOSA to his or**  
573 **her original position and building.**

574 ~~Any TOSA positions that becomes available after September 1, 2008, will be posted as a~~  
575 ~~continuing positions, with no leave attached.~~

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

578 **TOSAs who are hired in buildings on TOSA contracts of .8 FTE or higher will be selected by a**  
579 **joint building committee, subject to the approval of the District and the Association.**

580 **TOSAs selected to work in buildings outside the District administration building will receive**  
581 **specific job descriptions.** A TOSA ~~may~~ **will** not participate in, or contribute to, the evaluation of  
582 ~~any employee~~ **educator.**

583 Administrators will receive job descriptions for, and be trained in, the limitations of, TOSAs in  
584 their buildings.

585 TOSAs will be allowed to participate in a PLC with other TOSAs and will be evaluated using the  
586 TOSA evaluation form in the Appendix of this CBA.

587

## 588 **Pages 31-32 – Subcommittees A and B**

### 589 ~~Non-instructional Supervisory Duties~~

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

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

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

- 601 ~~• Split shifts will not occur.~~
- 602 ~~• The employee's workday will be as written above, unless the need for building facilities~~  
603 ~~warrants his or her preparation time be spent outside the school building, at which time other~~  
604 ~~arrangements can be made, at the principal's discretion.~~
- 605 ~~• Librarians, counselors, elementary music employees, and elementary P.E. employees will~~  
606 ~~work a regular school day, with the beginning time determined by the building principal.~~  
607 ***[This entire section has been moved to the bottom]***

### 608 **Preparation Time**

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

#### 612 ***\* [Begin Subcommittee B Language]***

613 The minimum scheduled teaching time (exclusive of relief time, inclusive of break time) will be  
614 five (5) hours daily. **An exception to this is secondary resource teachers with approved**  
615 **alternative schedules for the purpose of gathering student data, progress monitoring, providing**  
616 **direct instruction to students in and for general education classrooms, providing direct instruction**  
617 **to students who require SDI not met in the classroom, periodic IEP-related testing, direct**  
618 **assistance and guidance to general education educators for instructional adaptations and**  
619 **modifications, and periodic communication with other staff and parents about students on their**  
620 **caseloads. Approval will consider school readiness and will not impact staffing, resources, or**  
621 **overload.**



622 Adjustment of the school day for primary students may be made during the school year to  
623 accommodate student needs, when ~~mutually~~ jointly arranged by staff and administration.

624 *\* [End Subcommittee B Language]*

625 ~~Employees~~ Educators may supervise more than one (1) class during an afternoon break, ~~with~~  
626 ~~mutual~~ by agreement of those concerned.

627 Reasonable time ~~shall~~ will be allowed during the work day for ~~employees~~ educators to attend to  
628 personal needs, including blocks of time before and after school that can be used, as necessary,  
629 for staff meetings, IEP meetings, and/or to communicate with administrators, parents, and  
630 students and perform other duties.

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

634 ~~Employees~~ Educators will receive regularly scheduled coverage when their classrooms are in  
635 portables without bathroom facilities, or when bathroom facilities are not within a short walking  
636 distance.

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

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

- 645 1) For ~~teachers~~ educators with a morning prep, time will be provided for a minimum 15-minute  
646 afternoon recess.
- 647 2) For ~~teachers~~ educators with an afternoon prep, time will be provided for a minimum 15-  
648 minute morning recess.
- 649 3) On the day ~~the~~ elementary students receive no instruction from a specialist they will be able  
650 to attend both recesses (morning and afternoon).
- 651 4) Elementary schools will provide alternative schedules for two-hour delays to ensure ~~teachers~~  
652 educators receive their proportional prep time.
- 653 5) An ~~employee~~ educator teaching at the secondary level will be provided at least one (1)  
654 instructional period a day during the regular student day. ~~Any~~ Changes in the current length  
655 of preparation time will be addressed ~~through Labor Management meetings~~ by the District  
656 and the Association.
- 657 6) Preparation/~~conference~~ time will not be ~~reassigned or contracted~~ to other duties, unless  
658 ~~mutually~~ agreed to by the ~~employee~~ educator and the employer.
- 659 ~~7) New schedules must be in place no later than the first day of second trimester of the 2019-20~~  
660 ~~school year.~~

661 Preparation time is intended to provide time for ~~teachers in order for them~~ educators to plan  
662 lessons, assess student work, and prepare instructional materials. ~~As well,~~ The Association  
663 recognizes the rights and needs of administration to occasionally meet with ~~employees~~ educators  
664 during this time, and doing so, does not constitute a violation of the CBA. ~~Therefore, employees~~

665 **Educators** will not be required to meet with their administrator(s) or others on a regular, ongoing  
666 basis during the preparation ~~or conference time as defined in numbers 1 and 2 above.~~

667 **The District and the Association recognize that, after considering the guidelines for daily**  
668 **schedules in this section and in other parts of the CBA, buildings with non-traditional programs**  
669 **may establish variations in their daily schedules. Those variations may be subject to review by**  
670 **both the Association and the District.**

## 671 **Non-instructional Supervisory Duties**

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

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

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

- 683 • Split shifts will not occur.
- 684 • The ~~employee's~~ **educator's** workday will be as written above, unless the need for building  
685 facilities warrants his or her preparation time be spent outside the school building, at which  
686 time other arrangements can be made, at the principal's discretion.
- 687 • Librarians, counselors, elementary music ~~employees~~ **educators**, and elementary P.E.  
688 ~~employees~~ **educators** will work a regular school day, with the beginning time determined by  
689 the building principal.

690

## 691 **Pages 32-33 – Subcommittees A and C**

### 692 ~~Elementary and Middle School Early Release~~

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

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

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

703 **[Begin Subcommittee C Language]**

### 704 ~~Elementary and Middle School~~ **Early Release Days**

705 The intent of early release days is for building professional development, collaborative planning  
706 in PLCs, grade-level teams, departments, and other collegial groups to focus on improving  
707 student learning.

708 **Elementary and middle school site councils will schedule at least 10 early release days per year  
709 for PLC meetings.**

710 **High school site councils will schedule PLC work on each early release day.**

711 Up to seven (7) early release days per year can be used for District or building presentations. One  
712 early release day of the month may be used for cross-District meetings.

713 If there are concerns about the misuse of early release days, ~~teachers~~ **educators** are encouraged to  
714 discuss these issues with principals and Association building representatives. If issues cannot be  
715 resolved, ~~the~~ District and Association representatives will ~~co-~~facilitate a meeting to discuss ~~these~~  
716 **the** issues.

717 In consultation with ~~their~~ his or her principal, ~~teachers~~ **an educator** may spend part of each early  
718 release day **without a PLC**, - or, **intermittently**, an entire day ~~intermittently~~, - ~~individually~~  
719 completing work related to ~~planned~~ instruction.

720 ***[End Subcommittee C Language]***

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

723 Middle school site councils can vote to forego Early Release on Wednesday and adopt an eight-  
724 period schedule to increase collaboration time for educators and assist student performance in  
725 reading, writing, math, and problem solving. **The building will continue on an eight-period  
726 schedule for subsequent school years unless a vote is taken to return to a seven-period schedule.**

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

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

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

734 The District may discontinue the eight-period schedule.

735

## 736 ***Page 33 – Subcommittee A***

### 737 **High School Early Release**

738 High school will be periodically released early for the purpose of providing ~~teachers~~ **educators**  
739 time for the following: building professional development, collaboration in departments, **and**  
740 PLCs. ~~advisory training, and~~ In consultation with ~~their~~ his or her principal, ~~teachers~~ **an educator**  
741 may spend part of each early release **day** ~~individually~~ completing work related to planned  
742 instruction.

743

744 **Pages 33-34 – Subcommittee C**

745 **Meetings (Other than ~~Early Release~~ ~~Special Services required~~**  
746 **~~Meetings~~)**

747 ~~Staff meetings or other mandatory building meetings shall be limited to no more than two (2) per~~  
748 ~~month.~~

749 **Staff meetings will be limited to no more than 20 staff meetings per year. To manage time-**  
750 **sensitive topics, some months may have more or less than two staff meetings. To ensure good**  
751 **use of staff time, building principals will communicate staff meeting schedules with employees**  
752 **at least a week in advance of staff meetings. This language will not preclude voluntary**  
753 **informational meetings or meetings about emergency situations.**

754 ~~Any building committee, including but not limited to Site Council, Discipline Committee, ATP~~  
755 ~~Committees~~ will be compensated at the curriculum rate for time spent outside the contract day at  
756 the meeting and for additional work resulting from the meetings, **unless otherwise stated in this**  
757 **CBA.** This does not include PLC meetings, provided ~~that~~ the PLCs are teacher-directed and take  
758 place during contract hours.

759 Adding committees and choosing members of committees must be voted on and approved by the  
760 majority of the entire staff. This does not preclude the principal from calling an all-staff meeting  
761 to deal with an emergency situation.

762

763 **Page 34 – Subcommittee A**

764 **In-building Substitute Coverage**

765 Every attempt will be made by the building principal to provide substitute ~~employees~~ **educators**  
766 for absent ~~employees~~ **educators.** **Building administrators are discouraged from splitting classes**  
767 **between or among educators in a building when a substitute educator is not available to cover a**  
768 **class.**

769 ~~At the secondary level, a~~ **All employees educators** asked to cover classes during their preparation  
770 periods will receive pay at their per-diem rate or the curriculum rate, whichever is higher.

771 At the elementary level, ~~in the event if~~ a substitute is not available, building principals will ~~make~~  
772 ~~arrangements to~~ provide substitute relief including, but not limited to, coverage of the class by an  
773 ~~employee~~ **educator** who is not assigned to a classroom. Requests to ~~employees~~ **educators** to cover  
774 classes will be made on a rotating and equitable basis, to the extent possible. ~~At the elementary~~  
775 ~~level, employees a~~ **An employee educator** who covers a classroom will receive ~~an additional~~  
776 ~~one-half hour~~ per-diem pay for each half day he or she covers a class.

777 ~~In the event of~~ **When** double shifting, preparation time may be outside the student day.

778

779 **Pages 35-36 – Subcommittee A**

780 **~~Time Responsibility, and Incentive (TRI)~~**

781 ~~Extra Time~~

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

- 786 ~~• 3.75 hours the last weekday before school starts for District activities, and 3.75 hours the last~~  
787 ~~weekday before school starts, for individual employee preparation for the opening of school.~~
- 788 ~~• 7.5 hours for the Focus on Instruction Day, as agreed upon by the District and the~~  
789 ~~Association, commensurate with goals of the District's strategic plan.~~
- 790 ~~• 18.75 hours for building professional development activities. These activities must be related~~  
791 ~~to each building's school improvement plan or be a condition of employment. During years~~  
792 ~~when/if it is mutually agreed upon by the District and the Association, these activities may be~~  
793 ~~used in no less than 3.75-hour increments, as determined by each building's principal in~~  
794 ~~consultation with the building's staff or site council~~
- 795 ~~• 3.75 consecutive hours for employees to work individually in their buildings preparing their~~  
796 ~~classrooms for the school year.~~
- 797 ~~• 7.5 hours for District professional development activities.~~
- 798 ~~• 3.75 hours for attendance at one (1) Open House session.~~
- 799 ~~• 3.75 hours for employees to independently complete Safe Schools modules.~~

800 **Mandatory Days**

801 The following mandatory days are part of the 183-day individual employment contract:

- 802 22.5 hour for three mandatory staff workdays \*
- 803 • 3.75 hours District-directed time for State professional development requirements and 3.75
  - 804 hours for educator-directed team time
  - 805 • 7.5 hours of building-directed time
  - 806 • 3.75 District-directed time on the final mandatory day prior to the start of school for
  - 807 Welcome Back activities, and 3.75 hours for SafeSchools. (This is non-contract time for
  - 808 educators who complete SafeSchools prior to this day.)

809 \* Educators who miss a mandatory day will be required to use the appropriate leave.

810 **Optional Hours**

811 Thirty optional hours will be available to each educator as extra time paid at the educator's per-

812 diem rate for work performed for the following purposes:

- 813 1. 7.5 hours educator-directed time to prepare for the opening of school. (This work may be
- 814 completed at any time in August prior to the first required staff workday.)
- 815 2. 22.5 hours for three optional days during the school year
  - 816 • 7.5 hours for a District- or building-directed Professional Development Day
  - 817 • 3.75 hours District-directed time for State professional development requirements and
  - 818 3.75 for building-directed activities
  - 819 • 7.5 hours for Focus on Instruction

820 When a day is divided in half between District-led activities and educators working in  
821 classrooms, the 30-minute lunch period will be shared between the District time and the educator  
822 work time.

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

826

## 827 **\* Page 37 – Subcommittee B**

### 828 ~~Vision and Bilingual Education Assessment Specialists~~

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

832

### 833 **Teacher of the Visually Impaired (TVI)**

834 The maximum caseload for a Teacher of the Visually Impaired (TVI) will be 30 students, with  
835 at least 6.0 hours per day of Brailist paraeducator time. Overload will be determined by monthly  
836 count.

837 When the caseload exceeds 30 students, overload compensation will be \$17.50 per student week.

838 When the caseload reaches 40 students, the Director of Special Services and the TVI will decide  
839 whether to continue with overload pay or hire an additional Brailist paraeducator.

840 When a caseload reaches 45 students, the Director of Special Services and the TVI will decide  
841 whether to continue with overload pay or hire a 0.5 TVI.

842 A total of 45 per-diem hours will be provided for work that can't be done during the normal  
843 workday. The compensation will be paid as a stipend at the beginning of each school year and  
844 paid over 12 months.

845

## 846 **Pages 37-38 – Subcommittee A**

### 847 **Secondary Counselors**

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

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

856 Testing program coordination will not be part of counselors' regular duties.

857 ~~For the 2021-22 school year only, secondary counselors will receive an additional two and one-~~  
858 ~~half (2½) days of compensation at their per diem rate to deal with issues that arise due to the~~

859 ~~return to full-time schools following Covid-19. This time will be submitted on monthly~~  
860 ~~timecards.~~

### 861 **Elementary Counselors**

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

865 All counselors may access an additional 7.5 hours of per-diem pay to work on 504 plans  
866 associated with Individual Health Plans. Counselors need to obtain prior approval from their  
867 immediate supervisor to access these hours. Additionally, counselors may also request to be  
868 released from one (1) ~~Professional Development~~ **Day** prior to the start of school for the  
869 purpose of completing 504 plans associated with Individual Health Plans.

870 **Testing program coordination will not be part of counselors' regular duties.**

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

### 875 **Counseling Task Force**

876 **During the 2022-23 school year, the District and Association will form a Counseling Task Force.**

877 **The Task Force will have equal representation from the District and the Association. Association**  
878 **representatives will be assigned by the Association president. All committee members will take**  
879 **part in an Interest-Based Bargaining (IBB) process to develop recommendations from the Task**  
880 **Force to the District and Association, who will bargain the issues prior to the 2023-24 school**  
881 **year. Educators will be paid at curriculum rate for work done outside their regular contract day.**

882 **The purpose of the Task Force is to prepare for the staged implementation of provisions of**  
883 **Substitute Senate Bill 5030: Developing Comprehensive School Counseling Programs. The Task**  
884 **Force will discuss:**

- 885 • **an appropriate counselor-to-student ratio or District-wide caseload for counselors**
- 886 • **a list of appropriate and inappropriate duties for counselors**
- 887 • **a clear definition of direct and indirect services**
- 888 • **plans to properly apply ASCA standards for school counselors**
- 889 • **management of 504 plans**
- 890 • **the impact of incorporating Multi-Tiered System of Support (MTSS)**
- 891 • **plans to promote consistency in data collection**
- 892 • **plans to manage mental health issues for students**

893 **This Task Force will develop a plan to implement all components of OSPI Bulletin 083-21,**  
894 **“Elementary Education & Early Learning and Secondary Education & Pathway Preparation.”**

895

## 896 **Page 38 – Subcommittee A**

### 897 **Section 13: Additional Responsibilities**

898 ~~Division~~ **Department Chairperson/Team Leader Stipends**

899 ~~Division~~ **Department** Chairperson Positions will be established at Kamiakin High School,  
900 Kennewick High School, and Southridge High School. **Typically, these positions will be:** ~~and~~  
901 ~~will include, the departments below. The following is an example of how they can be~~  
902 ~~established:~~

- 903 Art
- 904 Career and Technical Education – three (3) representatives
- 905 Counseling
- 906 Health & Fitness
- 907 Language Arts
- 908 Library
- 909 Mathematics
- 910 Music/Performing Arts
- 911 Science
- 912 Social Studies
- 913 Special ~~Services~~ **Education**
- 914 World Languages
- 915 One Position (to be determined by each building)

916 Phoenix High School and Legacy High School will have a **Team Leader** position at a ratio of  
917 one (1) **Team Leader** for every five (5) certificated ~~employees~~ **educators**. No building will have  
918 less than one (1) **Team Leader** position. For purposes of this section, Legacy High School  
919 includes Legacy High **School**, ~~Legacy Online~~ **Endeavor High School**, the Juvenile Justice  
920 Center, **the CATS program**, Day Reporting, Reach, and ~~any~~ other programs ~~that are~~  
921 by Legacy High School leadership.

922 A ~~Division~~ **Department** Chairperson will receive a stipend of 3% of his or her ~~employee's~~  
923 **educator's** salary.

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

929 Each middle school will be configured in a similar manner and will have 10 **Team Leaders**.

930 Each elementary school will receive five (5) stipends of 2% of the ~~employee~~ **educator's** base,  
931 consisting of one (1) for primary, one (1) for intermediate, and one (1) for specialists, to be voted  
932 on by their group. A job description will be agreed upon by the Association and the District for  
933 these three (3) positions before implementation. The other two (2) positions and their duties will  
934 be determined by members of the ~~S~~ite ~~C~~council.

935

936 **Page 39 – Subcommittee A**

937 ~~High School Advisory~~



938 ~~A certificated high school employee assigned to manage an advisory will be paid up to 1.2 hours~~  
939 ~~at the curriculum rate for work performed outside the contracted workday during each of the~~  
940 ~~advisory weeks (12 weeks maximum). To access these funds, employees will complete a District~~  
941 ~~form twice each school year and submit those forms to their building administrators on or~~  
942 ~~before the payroll cutoff date in January and on or before the payroll cutoff date in June.~~  
943 ~~Payment for advisory will be made on the January and June payrolls.~~  
944 ~~Advisory will not be subject to observations or evaluations.~~

945

## 946 **Page 39 – Subcommittee A**

### 947 **Teacher Educator in Charge**

948 ~~At Phoenix High School and Keewaydin Discovery Center, a certificated educator~~ **A Teacher**  
949 **will be designated as the Educator in Charge** ~~is a designated, certificated employee at secondary~~  
950 ~~schools that have one (1) or no administrator, who acts as the principal in the principal's absence.~~  
951 ~~A teacher in charge and will be paid a stipend at a rate of .075 x the base salary on the~~  
952 ~~Kennewick School District Salary Schedule.~~

953 **At other schools, in the absence of all administrators, a certificated educator will be designated**  
954 **as Educator in Charge and paid 1.5 times their regular daily rate when they act in this capacity.**

955 **An Educator in Charge will be designated prior to the start of school year and, whenever**  
956 **possible, be a certificated educator other than a classroom teacher.**

957 **Each building administrator will establish a procedure to inform Educators in Charge, with as**  
958 **much advance notice as possible, when they will be in charge. A communication plan will be**  
959 **developed to ensure employees are informed when this occurs.**

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

963

## 964 **Pages 43-45 – Subcommittee A**

### 965 **Leave Request Process**

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

970 **[Moved from below] The Human Resources Department may require a physician's statement of**  
971 **illness when an employee misses five (5) or more consecutive days of work or five (5) days of**  
972 **work within a 30-day work period. If an employee exhibits a pattern of absence that suggests an**  
973 **abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the**  
974 **illness or injury necessitating the employee's continued absence.**

### 975 **Sick Leave**

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

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

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

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

998

## 999 Sick Leave Sharing

1000 ~~The following definition will be used to implement sick leave sharing. In accordance with RCW~~  
1001 ~~41.04.665, WAC 392-126-006: Sick leave sharing will be made available to an~~ an employee is  
1002 eligible for sick leave sharing if:

- 1003 • the employee suffers from, or has a relative or household member suffering from, an  
1004 illness, injury, impairment, or physical or mental condition which is of an extraordinary  
1005 or severe nature;
- 1006 • the employee has been called to service in the uniformed services;
- 1007 • the employee is a current member of the uniformed services or is a veteran as defined  
1008 under RCW 41.04.005, and is attending medical appointments or treatments for a service  
1009 connected injury or disability;
- 1010 • the employee is a spouse of a current member of the uniformed services or a veteran as  
1011 defined under RCW 41.04.005, who is attending medical appointments or treatments for  
1012 a service connected injury or disability and requires assistance while attending  
1013 appointment or treatment;
- 1014 • the employee is a victim of domestic violence, sexual assault, or stalking;
- 1015 • the employee needs the time for parental leave; or is sick or temporarily disabled because  
1016 of pregnancy disability; and,

- a state of emergency has been declared anywhere within the United States by the Federal or any state government and the employee with needed skills volunteers and is accepted to a governmental agency or to a nonprofit organization engaged in humanitarian relief.

~~Who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the individual from working and causes economic or emotional distress to the employee and his or her family; is a victim of domestic violence, sexual assault or stalking; is sick or temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adopted, or foster child; which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment. The District will provide a form for qualified employees to make written application for donated leave and a form for qualified employees to donate sick leave.~~

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

- The employee's job is one in which annual and/or sick leave can be accrued and used.
- ~~the employee is not eligible for time loss compensation under Chapter 51.32 RCW.~~ An employee receiving industrial insurance wage replacement benefits may not receive greater than 25 percent of his or her base salary from the receipt of share leave, in accordance with RCW 41.04.665.
- The employee has abided by District policies in his or her use of sick leave.
- The employee's absence and the use of shared leave are justified among the bulleted provisions above.
- The employee has exhausted, or ~~will~~ or is likely to deplete ~~exhaust~~, his or her personal leave and sick leave.
- For maternity leave and pregnancy disability leave only, "likely to deplete" means the employee will have 40 hours or less of the applicable leave type(s); however, the employee is not required to deplete all her leave and can maintain up to 40 hours of the applicable leave type(s) in reserve.
- The employee will go on leave without pay status.
- The employee will terminate employment.

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

- In any 12-month period, employees who have accumulated more than ~~176~~ 75 hours of sick leave may donate up to six (6) accumulated sick leave days to other employees. The employee donating the days will specify the number of days to be donated. The District and Association will develop procedures necessary to implement this. No transfer of sick leave will cause the affected employees' sick leave accumulation to fall below ~~176~~ 75 hours.
- No employee will receive more than 180 days of donated leave per contract year.
- ~~In the event~~ If the employee does not use all the donated leave, the unused donated leave will be returned to the donors within 30 days after the use of the donated leave ceases, using a first-in/first-used procedure. For this purpose, donated leave will be dated when received and used as received. Days remaining and not used will be returned to later donors in reverse order.
- An employee using donated leave will receive his or her usual pay and benefits.

- 1060 • Except for the procedures in the third bullet above, the donor will be required to execute  
1061 a waiver to ask for the return of his or her donated leave.
- 1062 ~~• The District and the Association will each designate one (1) person to review requests for  
1063 donated leave.~~
- 1064 • If a shared leave account is closed and an employee later has a documented need to use  
1065 shared leave due to the same condition, the District will approve a new shared leave  
1066 request for the employee. The employee will provide information on the expected  
1067 duration from their medical provider.
- 1068 • Contributions of sick leave will be voluntary, and donors' and non-donors' names will be  
1069 confidential.
- 1070

1071 **\* Page 49 – Subcommittee B**

1072 **Pre-K through Grade 5 Conferencing**

1073 Each fall, employees in grades Pre-K through 5 will have the equivalent of two (2) full days for  
1074 parent conferencing.

1075 Each spring, employees in grades Pre-K through 5 will have the equivalent of one (1) day for  
1076 parent conferencing.

1077

1078 **Page 49 Subcommittee A**

1079 **Grade 6 through Grade 8 conferencing**

1080 Each fall, there will be the equivalent of two (2) days for parent conferencing. All-day  
1081 conferences will be scheduled no sooner than two (2) weeks from the end of the first quarter.

1082 ~~Each spring, there will be one (1) early release day for parent conferencing.~~

1083

1084 **Page 50 – Subcommittee C**

1085 **Curriculum Expenses**

1086 The District will provide curriculum and all necessary materials, including  
1087 additional/supplementary materials and instructional supplies/materials, to all employees who  
1088 teach the curriculum. Instructional supplies are both consumable and non-consumable, and  
1089 students will have access to District-approved curriculum (i.e., science kit materials, headphones,  
1090 mics, computer mice, etc.) to achieve State standards.

1091 Building administrators will ensure there is a process to request supplies and consult with  
1092 building staff and the Curriculum Department to determine materials for the classroom level.

1093 If curriculum requires translation, the District will translate the materials at appropriate grade  
1094 and/or developmental levels. ~~Should~~ If an employee requests to have other supplemental  
1095 materials translated, the District will determine whether ~~or not materials are necessary to~~ need to  
1096 be delivered ~~those materials~~ in a timely manner.

1097 ~~Should~~ If an employee offers to translate the materials themselves and the District agrees, the  
1098 District will provide compensation to the employee at the curriculum rate.

1099

1100 **Page 51 – Subcommittee C**

1101 **Professional Development Funds**

1102 Each building will have \$75 per ~~B~~ **Bargaining Unit employee member** FTE to ~~be used to meet~~  
1103 ~~the fund~~ building’s professional development needs. Nurses; Juvenile Justice Center educators  
1104 ~~employees;~~ alternative program employees; **and** Keewaydin Discovery Center, Legacy **High**  
1105 **School**, and Phoenix **High School** employees will receive \$100 per FTE.

1106 Building professional development funds may be used to provide release time or curriculum-rate  
1107 stipends for building staff, contract with outside presenters, purchase professional materials for  
1108 staff use, or pay expenses for conference registration and travel. These funds are ~~to be allocated~~  
1109 **managed** by the building **Professional Development** eCommittee. The intent of the building  
1110 funds is to support building-wide professional development.

1111 The building principal/supervisor and the Association representatives from the building, in  
1112 consultation with the Association President, will collaboratively select an employee who will  
1113 serve as the Building Professional Development Coordinator on an annual basis. ~~to represent the~~  
1114 ~~building on the District Professional Development Committee.~~

1115 ~~Each building will have a professional development committee with at least three (3) employee~~  
1116 ~~representatives selected by employees in that building, or a~~ **Building** site councils **will** manages  
1117 the building professional development funds. ~~The building’s professional development~~  
1118 ~~committee may also be coordinated by the site council when the staff development coordinator is~~  
1119 ~~a member of the site council.~~

1120 ~~The elementary representatives will reflect the grade levels and programs in the building.~~

1121 ~~At the secondary level, representatives will be from various departments or subject areas. The~~  
1122 ~~principal or an assistant principal will also serve on the building professional development~~  
1123 ~~committee or site council. The building committees will meet during the employee workday.~~

1124 Itinerants from **Special Services, Nurses, and bargaining unit** employees assigned to more than  
1125 one (1) building will ~~form a committee to serve in the same capacity as the building committees.~~  
1126 ~~The committee will consist of the immediate supervisor and at least three (3) employees selected~~  
1127 ~~in a representative manner.~~ **work within their groups and with their supervisors to manage the**  
1128 **professional development funds.**

1129 ~~The professional development coordinator will work with the principal/supervisor to:~~

- 1130 ~~• provide training to building staff on the Instructional Framework~~
- 1131 ~~• annually survey the needs of staff in the building~~
- 1132 ~~• develop a building plan and program to address the identified needs~~
- 1133 ~~• coordinate the professional development funds to support the building plan~~
- 1134 ~~• communicate District level professional development to staff and/or site council~~
- 1135 ~~• communicate the program and plans of the building to other building professional~~
- 1136 ~~development coordinators at monthly meetings~~

1137 Each building will have \$75 per Bargaining Unit employee FTE to be used to meet the building’s  
1138 professional development needs. Nurses, Juvenile Justice Center employees, alternative program

1139 ~~employees, Keewaydin Discovery Center, Legacy, and Phoenix employees will receive \$100 per~~  
1140 ~~FTE. Building professional development funds may be used to provide release time or~~  
1141 ~~curriculum rate stipends for building staff, contract with outside presenters, purchase~~  
1142 ~~professional materials for staff use, or pay expenses for conference registration and travel. These~~  
1143 ~~funds are to be allocated by the building committee. The intent of the building funds is to support~~  
1144 ~~building-wide professional development.~~

1145 ~~The District aligns professional development by following the National Standards for~~  
1146 ~~Professional Learning.~~

1147

## 1148 **Page 51 – Subcommittee C**

### 1149 **Professional Learning Communities (PLCs)**

1150 **The purpose of PLC time is to provide time for educators to collaborate on standards-aligned**  
1151 **learning, assessment, data analysis, intervention, and enrichment to support classroom, team,**  
1152 **school, and District goals.**

1153 ~~Each teacher shall be required to be a member of one (1) PLC only. Employees~~ **Educators** ~~who~~  
1154 ~~do not have~~ **do not have** ~~no access to a PLC group that teaches in their same content area and whose~~  
1155 ~~professional development needs are not met within the District will have the opportunity to~~  
1156 ~~discuss other options with the a supervisor in an effort to meet~~ **fulfill their professional**  
1157 ~~development~~ **instructional planning** ~~needs of the employee.~~

1158 **Administrators should collaborate with and support, but not lead or direct, PLC teams.**

1159 **PLC teams will keep records so team members can remember, share, plan, communicate, and**  
1160 **revise their work. Records include notes about discussions; goals (i.e., TPEP, SIP, grade-level);**  
1161 **progress; and decisions.**

1162

## 1163 **Page 56 – Subcommittee C**

### 1164 ~~Building Curriculum Committees~~

1165 ~~Building curriculum committees will be used to evaluate supplemental curriculum needs and~~  
1166 ~~instructional materials for each building in order to fulfill Washington State Learning Standards,~~  
1167 ~~assessment requirements, District learning goals, and instructional decisions based upon each~~  
1168 ~~building's established goals.~~

1169 ~~The site will determine the size and composition of each building's curriculum committee. Each~~  
1170 ~~site council will determine the allocation of funds. Each building, in order to pay for expenses~~  
1171 ~~including but not limited to curriculum hours, substitute coverage, research material, etc., will be~~  
1172 ~~funded as follows: elementary schools – \$2,000; middle schools – \$2,500; high schools – \$3,500.~~

1173 ~~Building curriculum committees will meet as needed. Minutes will be recorded at each meeting~~  
1174 ~~and will be kept at the buildings.~~

1175

## 1176 **Pages 56-57 – Subcommittee C**

1177 **District Curriculum ~~Advisory~~ Committees**

1178 The District endorses a comprehensive process for the review, adoption, and funding of  
1179 instructional materials. At the discretion of the Assistant Superintendent of **Teaching and**  
1180 **Learning Human Resources**, participants on committees involved in the curriculum adoption  
1181 ~~process~~ may be provided release time with substitutes for meetings during the school year.

1182 ***District Curriculum Advisory Committees***

1183 **The District Curriculum Advisory Committees’ function will be to review and evaluate existing**  
1184 **curriculum and curricular resources, recommended instructional practices and assessments for**  
1185 **effectiveness, including scaffolding and differentiation strategies for unique learners and**  
1186 **situations. The committee will also discuss curricular and professional development needs and**  
1187 **provide input to the Instructional Materials Committee, as needed. The committees will also**  
1188 **assist with development and review of the curricular resources available to educators to provide**  
1189 **support for instruction and serve as a resource on curricular trends, research, and best practices.**

1190 ~~Each District curriculum advisory committee’s function will be to review the decisions of the~~  
1191 ~~building curriculum committees, determine if the appropriate procedures have been followed,~~  
1192 ~~and determine if the building curriculum committee’s plans meet the goals of the Washington~~  
1193 ~~State Learning Standards assessment requirements, and District learning goals. The committees~~  
1194 ~~will also be responsible to assist communication and transition among the instructional levels in~~  
1195 ~~each of the eight (8) assessment strands, and to serve as a resource on the latest curricular trends,~~  
1196 ~~research, and best practices in the field of teaching.~~

1197 **Curriculum Advisory Committees will address curriculum including, but not limited to, the**  
1198 **following strands of the State learning standards:**

1199 ~~The curriculum advisory committees will reflect the eight (8) curriculum strands of the state’s~~  
1200 ~~Washington State Learning Standards, with three (3) of the strands (writing, reading, and~~  
1201 ~~communication) combined into one (1) committee. The eight (8) assessment strands are as~~  
1202 ~~follows:~~

- 1203 ~~The Arts (visual and performing)~~
- 1204 Math
- 1205 Science
- 1206 Social Science
- 1207 Health and Fitness
- 1208 ~~Writing/Reading/Communication~~ **English Language Arts**
- 1209 ~~Assessment~~
- 1210 ~~Educational Technology~~
- 1211 **Social Emotional Learning**
- 1212 **Multi-Language Literacy**
- 1213 **Career and Technical Education (Computer Science, Financial Literacy, Ed Tech, and other**  
1214 **applicable learning standards strands)**
- 1215 **World Language**
- 1216 **Alternative Programs (i.e., Online Learning, etc.)**

1217 **Based on the District review cycle, review committee strands will be determined annually prior**  
1218 **to June 1.**

1219 Committee membership should endeavor to represent the diversity of District staff and students.  
1220 Based on the availability of volunteers, positions described below may not be filled. Committee  
1221 membership will be representative of the District and will include one administrator from each  
1222 level, as necessary.

~~1223 Each curriculum advisory committee will be comprised of the following members: three (3)  
1224 elementary certificated representatives, one of whom would preferably be a reading specialist;  
1225 three (3) building administrators, one (1) from each instructional level; three (3) middle school  
1226 certificated representatives; three (3) high school certificated representatives; three (3) parents;  
1227 one (1) Special Services certificated representative; and the Assistant Superintendent of  
1228 Curriculum or designee.~~

~~1229 The Association and District will collaborate on the selection process for the curriculum advisory  
1230 committees.~~

1231 When committees have an elementary focus they will have educator representation from each  
1232 school site, not to exceed the total number of elementary sites. Members will include up to three  
1233 (3) special education educators or English Language Development (ELD) educators. Up to three  
1234 at-large members may be selected, based on committee needs and interests (i.e., instructional  
1235 coach, reading interventionist, behavior interventionist, counselor).

1236 When the focus is on middle school, membership will consist of one (1) educator per grade level  
1237 from each department from each middle school. One special education educator from each  
1238 school (5) and up to five (5) ELD educators. Up to three at-large members will be selected, based  
1239 on interest and committee needs. (i.e., instructional coach, reading interventionist, behavior  
1240 interventionist, counselor).

1241 When the focus is on high school, membership will consist of no more than three educators from  
1242 each department from each of the comprehensive, boundary high schools; one special education  
1243 educator from each school (3) and up to three (3) ELD educators; and one representative from a  
1244 non-traditional high school (i.e., Legacy, MCP, Phoenix). Up to three at-large members will be  
1245 selected, based on interest and committee needs (i.e., instructional coach, reading interventionist,  
1246 behavior interventionist, counselor).

1247 Principals will e-mail all staff to attract content-appropriate educators. If multiple content-  
1248 appropriate educators are interested, the selection of the committee member will be determined  
1249 by democratic process at the building.

1250 The District will fund each of the ~~eCurriculum aAdvisory eCommittees~~ at the rate of \$400 per  
1251 year ~~per~~ for certificated representatives and ~~\$700~~ \$900 ~~per~~ for the committee chairperson. The  
1252 committee chairperson must be a certificated representative who represents the curricular area on  
1253 the Instructional Materials Review Committee.

1254 The ~~eCurriculum aAdvisory eCommittees~~ will meet a minimum of six (6) times each year,  
1255 ~~establish Annual goals will be established,~~ and ~~keep~~ minutes ~~will be kept of~~ at each of these  
1256 meetings, and a ~~A~~ copy of the minutes will be filed with the Assistant Superintendent of  
1257 Teaching and Learning.

1258 The District Instructional Materials Committee will have district administration, CAC  
1259 representatives, community members, and students.



1260 The Instructional Materials Committee will facilitate, clarify, and arbitrate curricular  
1261 recommendations and challenges, particularly of supplemental materials (i.e., novels,  
1262 periodicals, videos, etc.) educators may use to teach District-adopted curriculum. The committee  
1263 will conduct final reviews of all curricular and instructional resources, as outlined in District  
1264 Policy, and will provide final recommendations for adoption to the School Board. Currently-  
1265 approved curriculum, such as novels lists, will remain approved unless scheduled for review.

1266

## 1267 **Page 57 – Subcommittee C**

### 1268 **Special Committees and Task Forces**

1269 ~~In order to~~ To facilitate the District’s ability to respond to changing conditions, and to facilitate a  
1270 comprehensive and inclusive decision-making process within the District, additional committees,  
1271 referred to as “Special Committees,” may be established.

1272 ~~The District and Association must agree upon the composition of, necessity for, and funding for~~  
1273 ~~all Special Committees. The District will provide to the Association a list of Special Committees,~~  
1274 ~~members on those committees, and compensation for those committees will be at curriculum~~  
1275 ~~rate.~~

1276

## 1277 **Page 57**

### 1278 **Special Education Committee for Evaluations**

1279 During the ~~2021-22~~ 2022-23 school year, the District and Association will **continue to work as a**  
1280 ~~establish a~~ Special Committee to develop evaluations for employees who work in Special  
1281 Education classrooms. Committee members will be compensated at the curriculum rate for work  
1282 on the committee that falls outside the regular contract day.

1283

## 1284 **Page 59 – Subcommittee C**

### 1285 **Dual Language**

1286 In a single-teacher Dual Language model, all students are the responsibility of one bilingual  
1287 regular education employee. The instructional responsibilities include, but are not limited to,  
1288 teaching, planning for instruction, grading, and parent communication.

1289 In a two-teacher Dual Language model, all students are the responsibility of two regular  
1290 education employees, one of whom must be bilingual. The instructional responsibilities include,  
1291 but are not limited to, teaching, planning for instruction, grading, and parent communication. ~~The~~  
1292 ~~responsibilities will be divided equally between the two educators.~~

1293 **Dual Language teachers in a two-teacher model will divide the students equally for conferences.**  
1294 **Individual family requests to confer with both teachers will be considered on a case-by-case**  
1295 **basis, in consultation with the building principal.**

1296 In the 2022-23 and 2023-24 contract years, the District will pay educators who currently have an  
1297 ELL or Bilingual endorsement or have passed the District Bilingual Test an annual \$1,500  
1298 stipend.

1299 In the 2024-25 contract year the stipend will increase to \$2000.

1300 In the 2025-26 contract year the stipend will increase to \$2500.

1301 Educators will be provided the stipend for the duration of their Dual Language assignment.

1302

1303 **\* Page 60 – Subcommittee B**

1304 **Case Management (Elementary Special ~~Services~~ Education**  
1305 **Personnel)**

1306 Unless mutually agreed upon by the ~~Special Services~~ education staff involved, the a student's  
1307 primary service provider will be his or her case manager. ~~He or she~~ The case manager will be  
1308 responsible for all aspects of the IEP process, except for the goals and objectives of another  
1309 ~~Special Services~~ education provider. The primary ~~Special Services~~ education provider will be  
1310 the person who spends the most amount of time with the student.

1311 When considering the least restrictive environment for students at the elementary level, IEP  
1312 teams may make recommendations for students to be served in more than one special education  
1313 program within a building. Recommendations from the IEP team will be based on data  
1314 collection, analysis, and/or student readiness for a less-restrictive instructional environment.  
1315 When an IEP team makes this recommendation, a Special Services administrator will be  
1316 notified.

1317 When elementary students from a District-level program (Tier II, Tier III) are served in the  
1318 resource room, the resource room educator will receive .25 of a student toward caseload  
1319 overload. The additional .25 will not be included in the monthly count submitted to the State.  
1320 Resource room educators delivering SDI for students in a District-level program (Tier II or Tier  
1321 III) will provide data to the case manager for Present Levels of Academic Achievement &  
1322 Functional Performance (PLAAPFs), goals, and progress reporting.

1323 Elementary resource room students will not receive SDI from District-level program staff (Tier  
1324 II or Tier III).

1325 This language does not change the responsibilities or reduce the primary case manager's  
1326 caseload or overload count.

1327

1328 **Page 60-61 – Subcommittee A**

1329 **School Nurses**

1330 A total of 22.5 additional per-diem hours per nurse will be provided **prior to the first student**  
1331 **day of the school year** and an additional 7.5 per-diem hours per nurse will be provided for use  
1332 **prior to the end of September** for nurses to do cross-training of secretaries and/or  
1333 paraeducators for medications and medical procedures to be delegated, complete State-mandated  
1334 all-staff trainings for life-threatening health conditions, work on Individual Health Plans, call

1335 parents and doctors as needed, set up medications, attend 504 meetings, get life-threatening  
1336 health alerts out to staff, and update and complete immunizations.

1337 ~~For the 2021-22 school year only, nurses will receive an additional two and one-half (2½) days~~  
1338 ~~of compensation at their per-diem rate to deal with issues over Covid-19 that will arise in~~  
1339 ~~buildings following students' return to full-time school. This time will be submitted on monthly~~  
1340 ~~timecards.~~

1341 ~~School nurses assigned to newly opening schools~~ **When nurses are assigned to help open a new**  
1342 **school,** they will be paid an additional 15 per-diem hours to accumulate, file, and disseminate the  
1343 necessary information to support students who will attend these new buildings.

1344 Nurses will be released from attendance at Building Professional Days and the Learning  
1345 Improvement Day ~~in order~~ to develop Individual Health Plans for students, review students'  
1346 immunization status, and discuss ~~other~~ related duties.

1347 ~~Paraeducator hours will be made available to nursing staff in the first months of the school year~~  
1348 ~~to be used specifically for assistance in working on Individual Health Plans, immunizations, and~~  
1349 ~~health screenings.~~

1350 The District will assign nurses to schools at a nurse-to-student ratio of 1.0 FTE to 1,500 student  
1351 enrollment at all levels, minus full-time Running Start students and Delta students, at each high  
1352 school. **In determining caseloads, students with a higher acuity of condition (i.e., seizure**  
1353 **disorder, diabetes, etc.) will be taken into consideration monthly.**

1354 ~~In the event~~ **If** a nurse's caseload goes over the above ratio (**based on the November 1 count**),  
1355 the nurse will receive an additional 7.5 hours of per-diem pay for every additional 100 enrolled  
1356 students or fraction thereof.

1357 **Nurses will develop individual weekly schedules based on student needs and share that schedule**  
1358 **with building office staff and administrators and adjust their schedules, as necessary. These**  
1359 **schedules will include a daily 30-minute duty-free lunch and uninterrupted block of time to**  
1360 **complete job duties, similar to educator preparation time. When this time is interrupted by a**  
1361 **student emergency, nurses may adjust their weekly schedules to accommodate the**  
1362 **interruption(s). When accommodations are not possible, the nurse can document the incident(s)**  
1363 **and work with a supervisor to determine if compensation is appropriate.**

1364 **Nurses will receive the standard District monthly stipend for the use of their personal cellular**  
1365 **devices for District business.**

1366 ~~Additional Nursing FTE that is added to the District is not considered vacant until it has been~~  
1367 ~~filled at least one (1) time. If then a current nursing position is vacated and the District cannot~~  
1368 ~~hire a replacement, the District and the Association will determine through Labor Management~~  
1369 ~~how to compensate the current nursing staff that will be picking up duties from the vacated~~  
1370 ~~position.~~

1371

1372 **Pages 61-69 – Subcommittee A and C Overload**

1373 **Section 5: ~~Class Size~~ Overload for General Education**

1374 ~~Overload~~ Guidelines

1375 The District will have the first eight (8) school days of each school year to ~~make adjustments to~~  
1376 class loads. These eight (8) days will not count for overload compensation. Overload  
1377 compensation will begin on the ninth school day.

1378 The following will apply to overload compensation:

1379 The District, **by the 10th of the following month, will process the overload count, and**  
1380 **overload will be paid out on the following paycheck** without generating ~~any~~ paperwork for the  
1381 ~~employee~~ **educator.**

1382 The District overload report covers the calendar month ending with the last school day of the  
1383 month and will be submitted to the Association President **no later than the 15th of the**  
1384 **following month.** Overloads will be equally distributed between grade level or subject matter  
1385 area for all ~~employees~~ **educators** at each school.

### 1386 ~~Calculating Overload at Elementary Schools (except Special~~ 1387 ~~Services and Elementary Specialists)~~

1388 A student day at the elementary level is defined as an overload of one (1) student for one (1) full  
1389 day in grades where ~~employees~~ **educators** generally retain their classes for a full day.

1390 Kindergarten and first grade classes will not exceed 24 students per class. ~~In the event~~ **If** a class  
1391 exceeds 24, ~~provisions for~~ **provisions** will take effect.

1392 Grade 2 and 3 classes will not exceed 26 students per class. ~~In the event~~ **If** a class exceeds 26,  
1393 ~~provisions for~~ **provisions** will take effect.

1394 Grade 4 and 5 classes will not exceed 27 students per class. ~~In the event~~ **If** a class exceeds 27,  
1395 ~~provisions for~~ **provisions** will take effect.

1396 The class size limit for a multi-age classroom will reflect the lowest traditional grade level  
1397 present.

### 1398 *[From Subcommittee C]*

1399 One-way **and two-way** Dual Language classes will have the following class size limits:

1400 K-1 Classes will not exceed 22 students. ~~In the event~~ **If** class size exceeds 22 students, provisions  
1401 for overload will go into effect.

1402 Grade 2 and 3 Classes will not exceed 24 students. ~~In the event~~ **If** class size exceeds 24 students,  
1403 provisions for overload will go into effect.

1404 Grade 4 and 5 Classes will not exceed 25 students. ~~In the event~~ **If** class size exceeds 25 students,  
1405 provisions for overload will go into effect.

1406 When a class in grades K-5 reaches an enrollment count of 31, the Assistant Superintendent of  
1407 Elementary Education will notify the Association President.

### 1408 **Elementary Specialists**

1409 Workload will be the following for health and fitness employees, music employees, technology  
1410 employees, and librarians:

- 1411 1) Workload per class: 24 students in kindergarten and first grade, 26 students in grades 2  
1412 and 3, and 27 students ~~in fourth through fifth~~ grades 4 and 5.

1413 ~~2) A maximum of 30 sections per week for the 2021-22 school year only. Elementary~~  
 1414 ~~specialists who exceed 30 sections per week will receive ½ hour of per diem pay per~~  
 1415 ~~week for each special over 30 in the 2021-22 school year. (This factor will be prorated to~~  
 1416 ~~determine the hiring of music and health and fitness specialists.)~~

1417 2) Schools with fewer than 29 classroom sections will have four (4) specialists: Technology,  
 1418 Music, P.E., Library. A full-time class schedule for specialists is 25 class sections of 50  
 1419 minutes per class, with three (3) five-minute transitions or one (1) 10-minute and one  
 1420 five-minute transition. Transitions will be scheduled between blocks of three (3) classes  
 1421 or more and before or after special education classes. Classroom educators have specials  
 1422 four (4) of the five (5) days each week.

1423 3) Schools with 29 or more classroom sections will have five (5) specialists: Technology,  
 1424 Music, P.E., Library, and Exploratory. A full-time class schedule for specialists will be  
 1425 29 class sections of 40 minutes per class with three five-minute transitions or one (1) 10-  
 1426 minute and one (1) five-minute transition. Transitions will be scheduled between blocks  
 1427 of three (3) classes or more and before or after special education classes. Classroom  
 1428 educators have specials five (5) days each week.

1429 4) Specialists will be assigned in-building duties appropriate for certificated educators from  
 1430 the start of the school day until their first class, and from the end of their last class to the  
 1431 end of the school day, except during their scheduled prep time.

1432 ~~3) Elementary specialist overload rate will be paid per the schedule below:~~

<del>Length of Specialist minutes per class</del>	<del>Overload Rate</del>
<del>30</del>	<del>\$1.75</del>
<del>35</del>	<del>\$2.04</del>
<del>40</del>	<del>\$2.33</del>
<del>45</del>	<del>\$2.63</del>
<del>50</del>	<del>\$2.92</del>
<del>55</del>	<del>\$3.21</del>
<del>60</del>	<del>\$3.50</del>

1441 Elementary specialists will be paid at the rates below.

Length of specialist minutes per class	Overload rate
30	\$1.75
35	\$2.04
40	\$2.33
45	\$2.63
50	\$2.92
55	\$3.21
60	\$3.50

1442

1443 For the 2022-23 school year, the District will make every effort to provide additional FTE to  
1444 provide specials when schools exceed the number of classrooms above (25 or 29). If a lack of  
1445 instructional space prevents adding or reallocating teacher FTE, classes may be combined to  
1446 keep the number of classes at 25 or 29.

1447 If it becomes necessary to combine classes, specialists will be provided a stipend of \$500 per  
1448 class above 25 or 29 combined. Specialists will be required to teach only 25 or 29 classes, and  
1449 overload language will be per class. Student room assignments will be determined by building  
1450 administration, in consultation with classroom educators.

1451 **Specialist Task Force**

1452 During the 2022-23 school year, a Specialist Task Force will convene no later than September  
1453 30, 2022, to examine specialist workloads, develop goals, and design meeting schedules. The  
1454 Task Force will make recommendations on or before May 12, 2023.

1455 The Task Force will include eight (8) eight specialists – two each from Technology, Music, P.E.,  
1456 and Library – and seven District representatives. The facilitator will be the Assistant  
1457 Superintendent of Elementary Education. Educators will be compensated at the curriculum rate  
1458 for work outside the contracted workday.

1459 Recommendations from the Task Force will be presented to the District and the Association.  
1460 Stipends will remain in place until a replacement plan is developed by the Task Force.

1461 **[End from Subcommittee C]**

1462 ~~Calculating Overload at Secondary Schools (Except Special~~  
1463 ~~Services)~~

1464 In middle schools and high schools, student days are used to account for day-limit overloads. A  
1465 student hour in secondary schools is defined as an overload of one (1) student for one (1) regular  
1466 class period.

1467 Overload pay will be calculated using two (2) methods, and the District will pay the greater  
1468 overload pay amount. The ~~employee~~ **educator** will be paid according to one (1) of the following  
1469 two (2) calculation methods for overload pay, which are by the period and by the day. ~~The~~  
1470 ~~calculations are~~ **and** detailed below.

1471 In middle schools, ~~employees~~ **educators** will not exceed the maximum number of students listed  
1472 below for the number of regular classes taught per day:

Total regular classes taught per day	Maximum number of students
1	30
2	56
3	82
4	108
5	134

6	160
7	186
8	212

1473 In middle school fitness classes, using the day overload calculation, ~~employees~~ **educators** will  
 1474 not exceed the maximum number of physical education classes (excluding health classes taught  
 1475 in an individual classroom) taught per day.

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

1476 In high schools, using the day overload calculation, ~~employees~~ **educators** will not exceed the  
 1477 maximum number of students listed below for the number of regular classes taught per day.

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

1478 In high school fitness classes, using the day overload calculation, ~~employees~~ **educators** will not  
 1479 exceed the maximum number of physical education classes taught per day.

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

1480 For the purposes of overload, doubles classes in secondary schools will have a maximum of 24  
 1481 students in any individual classroom.

1482 ~~For the purposes of overload, ALE/LOC classes in a high school will not exceed a maximum of~~  
 1483 ~~93 students per day of five (5) instructional class periods. Individual classes will not exceed a~~  
 1484 ~~maximum of 20 FTE students. ***[Moved to Online Learning section, below]***~~

1485 ***[From Subcommittee C]***

1486 Middle school ~~one-way~~ Dual Language classes will not exceed 28 students. ~~In the event~~ **If** class  
 1487 size exceeds 28 students, provisions for overload will go into effect.

1488 ***[End Subcommittee C]***

1489 ~~For the purposes of overload, alternative education programs and Phoenix High School will have~~  
 1490 ~~a maximum of 24 students in any individual classroom. ***[Moved to Online Learning section,***~~  
 1491 ~~***below]***~~

1492 ~~For the purposes of overload, the Off-Campus Learning program will have a maximum of 24~~  
 1493 ~~FTE students per 1.0 FTE, as outlined in the RCW. ***[Moved to Online Learning section, below]***~~

1494 In music performance classes and large lecture groups, the individual class maximum may be  
 1495 raised. Music ~~employees~~ **educators** may determine the number of students enrolled in performing  
 1496 classes beyond the ~~contracted~~ class size **in this contract CBA**. For non-performing classes, the  
 1497 ~~contractual~~ class size language **in this contract CBA** is in effect. Daily class loads will be  
 1498 computed by determining the fraction of the day assigned to non-performing classes multiplied  
 1499 by the daily total allowed under ~~contract~~ **CBA** language.

## 1500 **Locker Room Supervision**

1501 **On school days when students dress down, educators in physical fitness classes will be paid 50**  
 1502 **cents per student for every student over 30 per period in traditional middle schools and every**  
 1503 **student over 32 per period in traditional high schools and will be divided among all educators**  
 1504 **teaching physical fitness classes that hour.**

## 1505 **Tri-Tech**



1506 Overload is a maximum of 30 students in one class. If class size exceeds the limit, the educator  
 1507 will receive overload at the standard rate for secondary schools until the first day an assistant is  
 1508 added to the classroom, after which the overload will cease.

1509 **Delta High School**

1510 Delta High School’s overload is based on four classes in the high school overload calculation  
 1511 table in this section.

1512 **Other Schools/Programs**

1513 **Daily Limit/Overload for K-8 MCP Online**

Number of Preps			
Grade Band	5 (4 core + 1 elective)	6-7 (4 core + 1-3 electives)	8+ (4 core + 4 or more electives)
K-2	144	120	96
3-5	144	120	96

1514 *4 Core = Language Arts, Social Studies, Math, Science*  
 1515 *Electives = PE, Art, Technology, etc.*

Number of Preps			
Grade Band	3	4	5
6-8	144	120	96

1516 **Endeavor High School**

1517 For the purposes of overload, Endeavor High School will have a daily maximum of 24 FTE  
 1518 students.

1519 **Comprehensive High Schools Apex LOC Classes**

1520 For the purposes of overload, ~~ALL~~ LOC classes at Kennewick, Kamiakin, and Southridge High  
 1521 Schools in a high school will not exceed a maximum of 93 students per day of five (5)  
 1522 instructional class periods. Individual classes will not exceed a maximum of 20 FTE students.

1523 **Phoenix and Legacy High School**

1524 For the purposes of overload, ~~alternative education programs and~~ Phoenix High School and  
 1525 Legacy High School will have a maximum of 24 students in any individual classroom.

1526 ~~For the purposes of overload, the Off-Campus Learning program will have a maximum of 24~~  
 1527 ~~FTE (full-time equivalent) students per 1.0 FTE teacher, as outlined in the RCW.~~

1529 **Pages 68-69 – Subcommittee A**

1530 **Overload Compensation (~~Except Special Services~~)**

1531 When an overload occurs, the District will attempt to alleviate the overload in accordance with  
1532 option 1 and/or 2 below. ~~In the event~~ **If** the District does not alleviate the overload through  
1533 option 1 and/or 2, the ~~affected employee~~ **educator** will ~~then~~ elect option 3 or 4, ~~as indicated~~  
1534 below.

- 1535 1) ~~Employees~~ **Educators** may be employed in addition to those provided for by the Basic  
1536 Education Act.
- 1537 2) Students may be transferred.
- 1538 3) A paraeducator may be assigned, at the option of the ~~employee~~ **educator**. However, when  
1539 paraeducator time is used, that time will consist of at least one-half per classroom at the  
1540 elementary level, or 50 minutes per period of overload at the secondary level. Paraeducator  
1541 time will be generated outside existing programs.
- 1542 4) An ~~employee~~ **educator** may elect to receive compensation in lieu of aide time. ~~Employees~~  
1543 **Educators** electing compensation will be paid from the first day of overload at the following  
1544 rates: elementary - \$17.50 per student per student day, secondary - \$ 3.50 per student per  
1545 class period.
- 1546 5) For online learning classes **at MCP Online and Endeavor High School**, an ~~employee~~ **educator**  
1547 will receive compensation at \$3.50 ~~per~~ **for** each additional 0.2 FTE student enrollment.

1548 The District may make downward adjustments in existing overloads at any time, including  
1549 overloads being remedied under options 3 and 4.

1550 ~~In all instances,~~ **Overloads** will be paid to the ~~affected employee~~ **educator** from the first day of  
1551 overload, except as noted above, up to the time the overload is alleviated or the ~~employee~~  
1552 **educator** elects to have a paraeducator.

1553 ~~In the event~~ **If** a classroom ~~employee~~ **educator** on sick leave receives overload, overload  
1554 compensation will be paid to him or her for the first 20 days of his or her sick leave. On the 21st  
1555 day, the substitute ~~employee~~ **educator** will begin to receive the compensation.

1556

## 1557 **Pages 65-69 – Subcommittees B and A**

### 1558 **\* District Special Services Programs**

#### 1559 **\* Preschool**

1560 A maximum of ~~eight (8)~~ **18** students ~~per half-workday session~~, plus at least 25 hours per week of  
1561 paraeducator time. When a ~~caseload session~~ size exceeds ~~eight (8)~~ **18** the ~~employee~~ **educator** will  
1562 ~~choose~~ **receive** overload pay **at the weekly rate of \$35 per student week.** ~~or adding additional~~  
1563 ~~hours of overload paraeducator time. The caseload limit for preschool classroom teachers is 21~~  
1564 ~~students. When the caseload exceeds this limit the employee will receive overload pay at the~~  
1565 ~~weekly rate. If an employee exceeds both the per-session and caseload limit, the employee may~~  
1566 ~~choose to receive either the weekly or per-session overload.~~

1567 **Session size will be determined by the educator and the Keewaydin Discovery Center (KDC)**  
1568 **Program Coordinator, based on student needs. Considerations include, but are not limited to,**  
1569 **mobility, behavior, safety needs, medical needs, and developmental appropriateness.**

1570 **If it becomes necessary to exceed 24 students on a caseload, the classroom educator, KDC**  
1571 **Program Coordinator, and Director of Special Services will assess student and staff safety and**

1572 student need (i.e., classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs)  
1573 to determine the appropriateness of placement and necessary resources and/or supports to be  
1574 provided, to include additional paraeducator support or overload pay.

1575 **\* Preschool Structured 1 Autism Beginning Communication (PECS) Classroom**

1576 A maximum of ~~eight (8)~~ 18 students per half-workday session, plus at least 75 hours per week of  
1577 paraeducator time. When a caseload session size exceeds ~~eight (8)~~ 18, the employee educator  
1578 will choose receive overload pay at the weekly rate of \$35 per student week. ~~or adding additional~~  
1579 ~~hours of overload paraeducator time. The caseload limit for preschool classroom teachers is 24~~  
1580 ~~students. When the caseload exceeds this limit the employee will receive overload pay at the~~  
1581 ~~weekly rate. If an employee exceeds both the per-session and caseload limit, the employee may~~  
1582 ~~choose to receive either the weekly or per-session overload.~~

1583 Session size will be determined by the educator and the KDC Program Coordinator based on  
1584 student needs and developmental appropriateness.

1585 If it becomes necessary to exceed 24 students on a caseload, the classroom educator, KDC  
1586 Program Coordinator, and Director of Special Services will assess student and staff safety and  
1587 student need (i.e., classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs)  
1588 to determine the appropriateness of placement and necessary resources and/or supports to be  
1589 provided, to include additional paraeducator support or overload pay.

1590 **\* Preschool Structured 2 Autism Beginning Communication (PECS) Classroom**

1591 A maximum of ~~eight (8)~~ 18 students per half-workday session, plus at least 50 hours per week of  
1592 paraeducator time. When a caseload session size exceeds ~~eight (8)~~ 18, the employee educator  
1593 will choose receive overload pay at the weekly rate of \$35 per student week. ~~or adding additional~~  
1594 ~~hours of overload paraeducator time. The caseload limit for preschool classroom teachers is 24~~  
1595 ~~students. When the caseload exceeds this limit the employee will receive overload pay at the~~  
1596 ~~weekly rate. If an employee exceeds both the per-session and caseload limit, the employee may~~  
1597 ~~choose to receive either the weekly or per-session overload.~~

1598 Session size will be determined by  
1599 the educator and the KDC Program Coordinator based on student needs and developmental  
appropriateness.

1600 If it becomes necessary to exceed 24 students on a caseload, the classroom educator, KDC  
1601 Program Coordinator, and Director of Special Services will assess student and staff safety and  
1602 student need (i.e., classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs)  
1603 to determine the appropriateness of the placement, and necessary resources and/or supports to be  
1604 provided, to include additional paraeducator support or overload pay.

1605 **\* Autism Self-Contained (Tier III)**

1606 A maximum of ~~eight (8)~~ nine (9) students, plus at least ~~12~~ 19.5 hours per workday of  
1607 paraeducator time. ~~When the class size reaches nine (9) students, the employee will choose~~  
1608 ~~overload pay or adding a six-hour program needs paraeducator. When the class size reaches is~~  
1609 ~~between ten (10) and 12 students, the employee educator will receive one (1) additional 6.5-hour~~  
1610 ~~program paraeducator. will choose additional overload pay or adding an additional six (6) hour~~  
1611 ~~paraeducator.~~

1612 For students 11 and 12, the classroom teacher will receive overload pay. If the class size exceeds  
1613 13 students, the classroom teacher, principal, and Director of Special Services will jointly decide  
1614 whether to provide an additional six (6) hour paraeducator or continue with overload pay.

1615 When considering adding 13 or more students, the classroom educator, building principal, and  
 1616 Director of Special Services will assess student and staff safety and student need (i.e., classroom  
 1617 scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine  
 1618 appropriateness of placement, necessary resources, and/or supports, to include additional 6.5-  
 1619 hour paraeducator support or overload pay.

1620 If, at any time, an educator chooses overload pay in lieu of a paraeducator and concerns arise  
 1621 about safety, behavior, student needs, etc., then a meeting with the educator, Association  
 1622 representative, building administrator, and Director of Special Services will occur. A joint  
 1623 decision will be made on the continuation of overload pay or the use of an overload  
 1624 paraeducator.

	<b>Full Time Paraeducators</b>
<b>Students</b>	
9 or less	3 paraeducators
10-12	4 paraeducators
13	5 paraeducators or overload pay

1625

<b>Number of Students / Caseload</b>	<b>Number of Classroom Paraeducators</b>
<del>8 or below</del>	<del>2 paraeducators</del>
<del>9</del>	<del>3 paraeducators or overload pay</del>
<del>10</del>	<del>4 paraeducators or overload pay</del>
<del>11-8-12</del>	<del>overload pay</del>
<del>13</del>	<del>5 paraeducators or overload pay</del>

1626 If the classroom is projected to start the school year with ~~nine (9)~~ 10 or more students and is  
 1627 staffed according to ~~contract~~ CBA language, the Director of Special Education Services will ask  
 1628 the classroom ~~teacher~~ educator if he or she would ~~like to choose~~ prefer additional paraeducator  
 1629 time, beginning the first school day, or wait until the ninth day to begin receiving overload pay,  
 1630 if no paraeducator is requested. If the paraeducator time is requested, the paraeducator will be in  
 1631 the classroom as long as the class remains in overload.

1632 If the class size is six (6) students or less, one 6.5-hour paraeducator may be moved to cover  
 1633 leave or overload in a similar program. If the program receives a seventh student, the transferred  
 1634 paraeducator will return to his or her original assignment.

1635 **\* Lifeskills (Tier III)**

1636 A maximum of ~~eight (8)~~ nine (9) students, plus at least ~~six (6)~~ 13 hours per workday of  
 1637 paraeducator time. When the class size reaches ~~nine (9)~~ 10 students, the ~~employee~~ educator will  
 1638 choose overload pay or adding a ~~six-hour~~ 6.5-hour paraeducator. ~~When the class size reaches ten~~  
 1639 ~~(10) students, the employee will choose overload pay or adding an additional six-hour~~  
 1640 ~~paraeducator.~~

1641 For students 11 and 12, the classroom ~~teacher~~ **educator** will receive overload pay. If the class size  
 1642 ~~exceeds~~ **reaches** 13 students, the classroom ~~teacher~~ **educator will choose** principal, and Director  
 1643 of Special Services will jointly decide whether to provide an additional ~~six (6)~~ **6.5-hour**  
 1644 paraeducator or continue with overload pay.

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

1645

<b>Students</b>	<b>Full Time Paraeducators</b>
9 or fewer students	2 paraeducators
10	3 paraeducators or overload pay
11 & 12	overload pay
13	4 paraeducators or overload pay

1646 When class size exceeds 13 students, the classroom educator, building principal, and Director of  
 1647 Special Services will assess student and staff safety and student need (i.e., classroom scheduling,  
 1648 behaviors, mobility, inclusionary needs, adaptive needs) to determine appropriateness of  
 1649 placement, necessary resources, and/or supports, to include additional paraeducator support or  
 1650 overload pay.

1651 If, at any time, an educator chooses overload pay in lieu of a paraeducator and concerns arise  
 1652 about safety, behavior, student needs, etc., then a meeting with the educator, Association  
 1653 representative, building administrator, and Director of Special Services will occur. A joint  
 1654 decision will be made on the continuation of overload pay or the use of an overload  
 1655 paraeducator.

1656 If the classroom is projected to start the school year with ~~nine (9)~~ **10** or more students and is  
 1657 staffed according to ~~contract~~ **CBA** language, the Director of Special ~~Education~~ **Services** will ask  
 1658 the classroom ~~teacher~~ **educator** if he or she would ~~like to choose~~ **prefer** additional paraeducator  
 1659 time, beginning the first school day, or wait until the ninth day to begin receiving overload pay,  
 1660 if no paraeducator is requested. If the paraeducator time is requested, the paraeducator will be in  
 1661 the classroom as long as the class remains in overload.

1662 ***[From Subcommittee A]***

1663 **Licensed Practical Nurses (LPN)**

1664 ~~When an LPN is required to meet individual health plans, that LPN will not supplant any current~~  
1665 ~~paraeducator time nor cause a reduction in paraeducator time as outlined in the contract, unless~~  
1666 ~~the LPN is specifically assigned as a one-on-one paraeducator.~~

1667 When a LPN is required for medical procedures/care for students with increased medical acuity,  
1668 as documented in a student's health care plan, that LPN will not supplant current paraeducator  
1669 time nor cause a reduction in paraeducator time as outlined in the CBA, unless the LPN is  
1670 assigned as a 1:1 paraeducator.

1671 *[End Subcommittee A]*

1672 **\* Occupational/Physical Therapists**

1673 A maximum of 40 students, plus at least six (6) hours per day of paraeducator time. **Overload**  
1674 **will be determined by IEP monthly count. If a caseload exceeds 40 students, the District will**  
1675 **provide \$17.50 per student week in compensation.**

1676 **\* Speech and Language Pathologists**

1677 A maximum of 50 students. **Overload will be determined by IEP monthly count.**

1678 When the Speech Language Pathologist's (SLP) caseload exceeds 50 students, the District will  
1679 ~~attempt to alleviate the overload situation~~ **provide compensation** in accordance with the options  
1680 outlined **in this section. The district will provide \$17.50 per student week in compensation. In the**  
1681 ~~event~~ **If the overload cannot can't be alleviated, the SLP will receive overload pay or request that**  
1682 ~~paraeducator time be assigned.~~

1683 ~~Should~~ **If the caseload exceeds 60 students, the SLP will receive overload compensation for the**  
1684 **number of** students over 60 or ~~choose to be assigned~~ **receive additional three (3) additional**  
1685 **of paraeducator** time.

1686 ~~Should~~ **If the caseload exceeds 65 students, the SLP shall will** receive additional paraeducator  
1687 time and ~~will receive~~ **overload compensation for all the the number of students on their his or her**  
1688 caseload beyond 65 students.

1689 **When possible, Special Services will limit the number of building assignments for SLPs.**

1690 **\* School Psychologists**

1691 **For the 2022-23 school year, the caseload for school psychologists will 150 students with**  
1692 **disabilities not including students identified as Speech and/or Language Impairment or motor**  
1693 **only.**

1694 **If a school psychologist's caseload at the elementary and/or middle school level goes over 150,**  
1695 **the District will address the overload using the following compensation:**

1696 **2022-23 \$2.00 per student per day**

1697 **If a school psychologist's caseload at the high school level goes over 150, the District will**  
1698 **address the overload using the following compensation:**

<b>Caseload</b>	<b>Compensation</b>	<b>Clerical</b>
-----------------	---------------------	-----------------

150 - 175	No overload pay		2 hours/day clerical support
176+	Overload compensation if paperwork is current following OSPI and District guidelines:  22-23 - \$2.00 per student per day 23-24 - \$2.50 per student per day 24-25 - \$3.00 per student per day	AND	2 hours/day continue

1699 Beginning with the 2023-2024 school year, the elementary and middle school caseload will be  
 1700 125 students with disabilities, not including students identified as Speech and/or Language  
 1701 Impairment or motor only.

1702 If a psychologist's caseload goes over 125, the District will address the overload using the  
 1703 following compensation:

1704 2023-24 \$2.50 per student per day  
 1705 2024-25 \$3.00 per student per day

1706 The District will make every effort to limit the number of buildings assigned to each  
 1707 psychologist. When a school psychologist supervises interns, he or she will earn a stipend of  
 1708 \$1,500 a year, which can be divided among school psychologists sharing supervision duties.

1709 ~~The caseload for school psychologists will be 150 students with disabilities, not including~~  
 1710 ~~students identified as Speech and/or Language Impairment or motor only. If a psychologist's~~  
 1711 ~~caseload goes over 150, the psychologist will receive an additional 7.5 hours of per diem pay for~~  
 1712 ~~every additional 10 students with disabilities, not including students identified as Speech and/or~~  
 1713 ~~Language Impairment or motor only. These hours will be calculated based on the November 1~~  
 1714 ~~count each year.~~

1715 ~~In the event~~ If it becomes necessary to assign coverage of additional students and/or schools to  
 1716 the caseload of an existing school psychologist(s) due to position vacancy resignation or  
 1717 temporary leave, the District shall will compensate the additional caseload by paying at per-  
 1718 diem rate for time worked at per diem rate. The additional time worked outside of the regular  
 1719 contract day will be reported by the employee educator and approved by their his or her  
 1720 supervisor. It is understood that p Payment for work completed is intended to provide  
 1721 compensation for any work necessary to carry out assuming the responsibilities of the school  
 1722 psychologist at the additional school site.

1723 ~~As the~~ If a need for coverage arises, this need it will be communicated to the school psychologist  
 1724 group. It is understood that p Providing this coverage is voluntary and is subject to the approval  
 1725 of the supervisor, based on the ability of the school psychologist, given their his or her current  
 1726 assigned caseload, to successfully handle the additional assignment. This process is not intended  
 1727 to take the place of the regular usual job postings and hiring processes that occur when there is a  
 1728 vacancy.

1729 \* **Special Education Paraeducator Substitute Coverage**

1730 ~~When a Special Education paraeducator substitute is not available, the Special Education~~  
1731 ~~classroom teacher will receive one (1) hour of compensation per day at his or her per diem rate.~~  
1732 ~~This time will be submitted on monthly timecards.~~

1733 ~~For resource room teachers who have multiple paraeducators throughout the day, if a~~  
1734 ~~paraeducator is gone from one (1) period, the teacher will receive .25 of a per diem hour. This~~  
1735 ~~can be claimed up to four (4) periods per day, with a maximum compensation of one (1) per~~  
1736 ~~diem hour per day.~~

1737 When a special education (Pre-K, Resource Room, Tier II, Tier III, CET) paraeducator substitute  
1738 is not available and workload is impacted by the absent paraeducator, certificated educators can  
1739 claim:

1740 One (1) hour of per-diem pay per day when one paraeducator substitute position is unfilled. Up  
1741 to a maximum of 1.5 hours of per-diem pay per day if two (2) or more paraeducators are absent  
1742 and the positions go unfilled.

1743 Workload impact is evaluated based on daily staff and student attendance, staff-to-student ratios  
1744 (see Special Services staffing tables); student need (i.e., feeding, mobility, toileting, behavior,  
1745 etc.); and loss of prep time.

1746 Resource room paraeducators will not be pulled to cover Tier II and Tier III classes. However,  
1747 based on daily attendance and outlined staffing ratios listed in the CBA, staff may be pulled from  
1748 Tier II, Tier III, and Keewaydin Discovery Center classrooms to cover unfilled substitute  
1749 paraeducators positions within the building.

1750

## 1751 **Page 70 – Subcommittee C**

### 1752 ~~Building Budget Committee~~

1753 ~~The building principal will involve employees in establishing priorities and budget allocations~~  
1754 ~~for the purpose of purchasing curriculum and instruction materials, developing curriculum, and~~  
1755 ~~implementing programs.~~

1756 ~~The monthly financial statement of each school will be made available to the instructional staff.~~  
1757 ~~The primary responsibility for the building budget will be the principal's, subject to the~~  
1758 ~~provisions contained herein.~~

1759

## 1760 **Page 70 – Subcommittee C**

1761 Each building site will have a Student Behavior Committee. ~~that meets as needed and publishes a~~  
1762 ~~report about their meeting.~~

1763 The purpose of the Student Behavior Committee is to assist building leadership to establish and  
1764 review building student behavior systems based on school needs and recommend behavior  
1765 standards and procedures that comply with legislation and District policy to guide the  
1766 development and implementation of building behavior systems.

1767 Development of building behavior systems will include developing and communicating  
1768 interventions and behavior-support systems within the school, including alternative interim



1769 educational settings within the building as an alternative to suspension, with the goal to minimize  
1770 the frequency of significant disruptions and ensure continuity of education.

1771 When behavior systems are submitted to employees for approval, the function of the behavior  
1772 team will be to recommend, communicate, provide professional development, and give feedback  
1773 on the implementation of the systems.

1774 The Student Behavior Committee will review collected behavior data to support student  
1775 behaviors. Student and staff survey results will inform the work of the Student Behavior  
1776 Committees.

1777 The Student Behavior Committee is not the intervention team and will not respond to immediate  
1778 incidents of student behavior.

1779 ~~In addition, teachers will be made aware of students who are potentially dangerous before the~~  
1780 ~~student is placed in the teacher's classroom.~~

1781 Site councils will determine the makeup of the Student Behavior Committee, and representatives  
1782 will be selected using a democratic process. Committees may include a grade level  
1783 representative, a SPED representative, a counselor, and a behavior interventionist, depending on  
1784 staffing and volunteers.

1785 The committee will also use a democratic process to determine meeting times and frequency.

1786 ~~The principal and staff select representatives on the student behavior committee. A democratic~~  
1787 ~~process will be used to select Bargaining Unit representatives to the student behavior committee.~~  
1788 ~~This committee will be paid. A pool of 30 hours, paid at curriculum rate, will be available to~~  
1789 ~~each school to compensate certificated employees for work outside the contract day. The pool~~  
1790 ~~will be divided evenly by the certificated members of the Student Behavior Committee based on~~  
1791 ~~attendance at meetings.~~

1792 ~~The student behavior standards, procedures, and other recommendations will be developed by~~  
1793 ~~the student behavior committee and will be submitted to the employees for approval. Training~~  
1794 ~~will be provided for Elected members of the committee will receive necessary training.~~

1795 ~~This~~ The Student Behavior eCommittee will be the only behavior committee for the in buildings.  
1796

## **Page 71-72 – Subcommittee C (Site Councils)**

### **Section 8: Site-based Decision Making**

1799 The District values the participation of employees in the site-based decision-making process. The  
1800 purpose of site-based decision making is to improve student learning. The District and  
1801 Association share the commitment to create a positive culture within the District to support the  
1802 participation of employees in shared decision making. The District and Association will model  
1803 collaboration by seeking mutually-beneficial solutions to problems, disagreements, and  
1804 negotiations.

1805 To facilitate this culture, the District and Association agree to the provisions below following:  
1806 The Board, the administration, and the Association must sign the terms and conditions  
1807 established in the anchor agreements in each building's site council charter.

1808 All schools should try to establish chartered (with bylaws and/or covenants) site councils  
 1809 approved by 70% or more of the ~~employees~~ **educators** who vote on the proposed charter.

1810 A democratic process will be used to select the employees of the site council.

1811 The District and Association will agree to the terms and conditions of ~~any~~ variance procedure.

1812 The parameters of shared decision making by site councils will be limited to ~~these~~ areas that  
 1813 directly affect instruction, like curriculum, instruction design, and materials selection; staff  
 1814 development; building budget; selection of new staff; etc.

1815 ~~The District and Association will participate in and support the District Site Council Committee.~~

1816 Funding for ~~chartered and District approved~~ site councils at each building will be as follows:  
 1817 elementary schools - \$3,000; middle schools – \$5,000; high schools - \$7,000; Special Services  
 1818 **Education** - \$3,000; Tri-Tech Skills Center – \$1,500; Juvenile Justice Center - \$1,000; Phoenix -  
 1819 \$1,000; and Keewaydin Discovery Center - \$1,000. This funding must be used to ~~support the~~  
 1820 ~~wage and benefit costs of members of the Bargaining Unit covered under this CBA for their~~  
 1821 ~~work on the Building Site Council, to be used at the discretion of the Bargaining Unit members~~  
 1822 ~~on the site council~~ **compensate educators for site council work or provide compensation for work**  
 1823 **related to site council (i.e., pay for meetings, professional development, sub coverage, etc.). Use**  
 1824 **of these funds (i.e., stipends, per-meeting pay, hourly pay for meetings, professional**  
 1825 **development, sub coverage, etc.) will be determined by site council members covered under this**  
 1826 **CBA.**

1827 **Schools added to the District will have access to these funds.**

1828 **Site council members and building committee members will be compensated at the curriculum**  
 1829 **rate for work completed outside the contract day.**

1830 **Site councils are assigned the following responsibilities, which may be listed in more detail in**  
 1831 **other sections of the CBA.**

- 1832 • **Site councils at the high schools will determine the configuration of Division Chairperson**  
 1833 **positions in consultation with the building principal.**
- 1834 • **Site councils will schedule PLC meetings on Early Release Wednesdays.**
- 1835 • **Site councils will oversee the Building Professional Development funds.**
- 1836 • **Educators on site councils will work with building principals to establish priorities and**  
 1837 **budget allocations to purchase curriculum and instruction materials, develop curriculum,**  
 1838 **and implement programs. The primary responsibility for the building budget will be the**  
 1839 **principal’s, subject to the provisions in this CBA.**
- 1840 • **Site councils will determine the makeup of the Student Behavior Committee, and**  
 1841 **representatives will be selected using a democratic process. Student Behavior**  
 1842 **Committees may include a grade level representative, a SPED representative, a**  
 1843 **counselor, and a behavior interventionist, depending on staffing and volunteers.**
- 1844 • **Site councils will evaluate the need for Building Special Committees. Buildings are**  
 1845 **encouraged not to exceed four committees but may use additional available funds (i.e.,**  
 1846 **Federal Programs) to fund committee work.**

1847

1848 **Pages 72-73 – Subcommittee A**

1849 ~~Variance Procedure for Improved Student Learning~~

1850 ~~Definition: a variance is a temporary exception to current policy, procedure, or contractual~~  
1851 ~~agreement requested by a site. Variances do not set precedent nor establish past practice.~~

1852 ~~Preface: a school with a site charter that has been formally accepted by the District Site Council~~  
1853 ~~Committee and has been in operation for at least one (1) year may apply for a variance. The site~~  
1854 ~~should formally identify opportunities to improve student learning that may require a variance to~~  
1855 ~~current Board policy, provisions of a contractual agreement, or state rules and regulations. The~~  
1856 ~~site will have the ability to request variance to these policies, agreements, rules, or regulations~~  
1857 ~~under the conditions listed below.~~

1858 ~~Due to National Labor Relations Board (NLRB) and Public Employees Relations Commission~~  
1859 ~~(PERC) concerns regarding "company unions," no administrator will be chair of any site council~~  
1860 ~~seeking a variance. Site councils are not employee representative bodies.~~

1861 ~~In order for a site to apply for a variance it will need to have in place a governance structure~~  
1862 ~~identifying how the site will make decisions and what decisions will be made under the charter.~~  
1863 ~~The charter should include a covenant (an agreed-upon set of principles of learning), and a~~  
1864 ~~process to determine the effect of a proposed variance.~~

1865 ~~Employees at a site will vote on a contract variance by secret ballot. A 70% majority of votes~~  
1866 ~~cast is required before the variance can be submitted. Site charters may require a higher~~  
1867 ~~percentage.~~

1868 ~~A site will present a written copy of all requested variances, including those that receive 100%~~  
1869 ~~approval, to the Association President, the Superintendent, or designee, and the District Site~~  
1870 ~~Council Advisory Committee **no later than the Monday before the May KEA Representative**~~  
1871 ~~**Assembly**, preceding the year of implementation. Exceptions may be agreed upon by the~~  
1872 ~~Association and the District. Conference variances for both fall and spring conference dates are~~  
1873 ~~due to the Association and the Human Resources Department **by September 30 of the year that**~~  
1874 ~~**they are to be effective.** The full day conferences (12:30-8:00 p.m.) are not eligible for a~~  
1875 ~~variance. It should indicate which policies, contractual provisions, or state rules and regulations~~  
1876 ~~will be affected, how they will be affected, and why the current language is an impediment.~~

1877 ~~Employees opposed to the proposed change may appeal to the Association President expressing~~  
1878 ~~their concerns. Employees who do not wish to work under conditions of a modified contract will~~  
1879 ~~be given highest priority for transfer to another building.~~

1880 ~~The Association's Executive Board, Representative Assembly, or general membership will vote~~  
1881 ~~on all variances affecting the contract between the Association and District. Variances affecting~~  
1882 ~~other contracts, policies, or state rules and regulations will be submitted to the appropriate body.~~

1883 ~~The District Site Council Advisory Committee will consider the variance within one (1) month~~  
1884 ~~of receiving the request. Representatives from the site may be asked to meet with the committee.~~  
1885 ~~The role of the committee is to discuss how the variance will impact: 1) student learning, 2) other~~  
1886 ~~individuals and/or organizations in the District, 3) School Board policies, 4) contractual~~  
1887 ~~agreements, and/or 5) state laws and other regulations. The committee may make~~  
1888 ~~recommendations to the site or the affected organization(s).~~

1889 ~~The Association will notify the Board of the approved variance. The Board will then vote on the~~  
1890 ~~variance following its own procedures.~~

1891 ~~The duration of a variance is one (1) school year, and does not set precedent or establish past~~  
1892 ~~practice. The variance will expire at the end of the school year for which it was approved.~~

### 1893 ~~Renewing a Variance~~

1894 ~~To renew a variance, a site needs to submit data showing how the variance has improved or will~~  
1895 ~~improve student learning. It is necessary to repeat the procedure outlined above. If a site~~  
1896 ~~approves a renewal, the duration will be one (1) school year.~~

### 1897 ~~Parameters for Variances~~

1898 ~~The District Site Council Committee has identified some areas of Board policy, administrative~~  
1899 ~~procedures, and the collective bargaining agreements that do not lend themselves to variances at~~  
1900 ~~this time. These include District expectations of student performance (as reflected in the District~~  
1901 ~~approved curriculum); state and District student assessments and program evaluation measures;~~  
1902 ~~and established policies and procedures for the hiring, assignment, and transfer of current staff.~~  
1903 ~~Other areas include the Board's mission statement and strategic plan, expenditure allocations as~~  
1904 ~~established by the Board, and employee compensation.~~

1905 ~~The general business structure of the Association (i.e. definition of membership, Association~~  
1906 ~~rights, dues structure, and grievance process) is not subject to variances. Other areas that would~~  
1907 ~~not be subject to variances include employee discipline, personnel files, staff protection, and~~  
1908 ~~other legal obligations and commitments.~~

### 1909 **Contract Waivers**

1910 **The Association and District may waive specific provisions of the CBA in accordance with the**  
1911 **following:**

1912 **A contract waiver is defined as the intentional waiving of rights or protections in the CBA with**  
1913 **the knowledge and consent of Association members affected by the waiver. Waivers can't affect**  
1914 **the entire Association membership, modify compensation and/or benefits, add provisions to the**  
1915 **CBA or delete provisions from the CBA.**

1916 **Requests for contract waivers will be submitted to the Association president and the**  
1917 **superintendent or his or her designee for review to determine unanticipated impact on**  
1918 **Association members, the Association, or the District. If the District and Association approve the**  
1919 **waiver, it will be submitted for a vote by the Association members affected by the provisions of**  
1920 **the waiver.**

1921 **A minimum of 80.0% approval of a vote by secret ballot of bargaining unit members is required**  
1922 **for the waiver to be granted.**

1923 **Contract waiver requests will not exceed one school year and must include the following:**

- 1924 **• the specific provision(s) of the CBA to be waived**
- 1925 **• a rationale supporting waiver of the provision(s)**
- 1926 **• the specific beginning and ending dates for the waiver (not to exceed one school year)**
- 1927 **• the number and description of the bargaining unit members affected**
- 1928 **• a description of expected effect of the waiver**
- 1929 **• the source of the waiver request and how it positively affects students and staff**
- 1930 **• a description of potential objections, if any, to the waiver request**

- 1931 • a list of the possible costs to the District and/or Association if of the waiver is granted
- 1932 Waivers are not precedent setting.
- 1933 All CBA language is restored when a waiver expires.
- 1934 A waiver is supplemental to the CBA.
- 1935 Disputes about the interpretation or application of a waiver can be grieved.