

Terms

Certificated Bargaining Agreement

This Collective Bargaining Agreement (CBA) is made and entered into by the Kennewick School District No. 17 Board of Directors, referred to as "the Board," and the Kennewick Education Association, referred to as "the Association." The signatories are the sole parties to this agreement.

This agreement was bargained in accordance with RCW 41.59, the Educational Employment Relations Act, and will remain in full force and effect from September 1, 2022, up to and including August 31, 2026. Either party may, on written notice no later than 60 days before the date of expiration, give notice of its intent to negotiate a successor agreement.

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

The 1	parties 1	below sig	gn and	approve	this	agreement on	2022

Michael Conners, President

KSD No. 17 Board of Directors

Bargaining Team

Dr. Traci Pierce
Dr. Doug Christensen
Jack Anderson
Lexie Buschbach
Chris Clem
Chad Foltz
Mary Isley
Toni Neidhold
Rob Phillips
Matt Scott

Rob Woodford, President

Kennewick Education Association

Bargaining Team

Sarah Ard Mary Bauer Adriana Chavez Michele Farthing Jim Gow Brittany Haggard Naomi Rogers Rob Woodford

Kennewick Education Association Ratified: May 20, 2022

Kennewick School Board Adopted: May 25, 2022

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Article I - Administration

2 Section 1: Exclusive Recognition

- 3 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all
- 4 professional certificated personnel, whether under contract or on leave, employed by the Board.
- 5 Representation will cover all personnel assigned to newly-created professional positions, unless the
- 6 parties agree in advance that the positions are principally supervisory and administrative. Certain
- 7 substitutes are members of the bargaining unit and have limited CBA coverage, as defined in **Article**
- 8 **III, Section 6**. Representation will exclude the following:

	9	Superintendent	Central Office Coordinators
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- 10 Assistant Superintendents Directors and Program Administrators
- 11 Executive Directors Administrative Assistants
- 12 Principals Assistant Principals
- Casual Substitutes

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- Any term designating an employee e.g. "resource specialist," "educator," etc. when used in this CBA
- will refer to all professional employees represented by the Association in the bargaining unit, as defined.
- Sole and exclusive rights are defined as the rights provided to the Association by this CBA, and those
- 17 rights will not be granted to any rival or competing organization that purports to represent the same
- 18 employee group for purposes of representation and/or collective bargaining.
- 19 Unless the context in which they are used clearly requires otherwise, words used in this CBA denoting
- 20 gender will include both males and females, and words denoting a number or numbers will include both
- 21 the singular and plural.

22 Section 2: Viability of Signed Agreements

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

25 Section 3: Conformity to Law

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

Section 4: Status of the Agreement

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

35 Section 5: Contract Compliance

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

40 Section 6: Maintenance of Benefits

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

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Section 7: Printing and Distribution of Agreement

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

50 Section 8: Management Rights

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

54 Section 9: Subcontracting

- 55 The Board will not subcontract work performed by members of the bargaining unit, as covered under the
- terms and conditions of this CBA, without bargaining with the Association on the matter.

Article II - Business

Section 1: Payroll Deductions

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

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- 62 The District will provide dues deduction, assessments, and fees through automatic payroll authorization
- and will, without exception, refrain from intervention or failure to perform the service.
- The Association agrees to reimburse any employee from whose pay dues and assessments were
- deducted those sums in excess of the total amount due to the Association at that time, provided the
- Association or its affiliate actually received the excessive amount.
- Any bargaining unit member may voluntarily join the Association, but no member of the bargaining unit
- will be required to join.
- 69 The Association will provide an automatic payroll authorization form to each employee choosing to join
- 70 the Association. The employee will sign and deliver the authorization to the Association. The District,
- on receipt of the authorization, will deduct from the employee's salary each pay period the dues amount
- set by the Association. Deductions for employees submitting authorization after the commencement of
- 73 the school year will commence in the first possible pay period following authorization. Once an
- employee has signed the automatic payroll authorization, dues deductions will be continuous thereafter
- 75 unless revoked in writing to the Washington Education Association through the established process. The
- Association will promptly submit notice of revocation to the District Payroll Office. The District will not
- discontinue dues collection for any employee until receiving confirmation of completion of the
- aforementioned process through WEA.
- 79 The Association will submit the automatic payroll authorization to the District Payroll Office for
- 80 processing. The Association will provide a table of prorated annual dues, assessments, and fees to the
- 81 District Payroll Office to determine monthly dues deductions.
- 82 Members of the Association may sign a separate voluntary membership form and dues deduction
- 83 authorization for WEA-PAC and NEA-PAC. The District will deduct these dues in the same manner
- 84 described above for membership dues deduction.
- 85 The Association agrees to defend and hold the District harmless against any legal action brought against
- the District for compliance with the dues deduction provisions in this CBA.

Section 2: Other Deductions

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

- A list of the programs eligible for payroll deduction is available at the District Payroll Office. The
- 91 District and Association jointly determine the programs. These plans may not be implemented without
- 92 prior written agreement of the District and Association.
- 93 Employees will be eligible for deductions under Section 125 of the IRS Code for medical premiums paid
- out of pocket. In addition, a medical reimbursement plan and/or a dependent care assistance plan
- administered by a third party will be made available. Those who participate will pay all charges
- associated with the programs administered by a third party. Section 125 deductions will be from gross

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

99 Section 3: Association Rights

- 100 The Association and its representatives will have the right to reasonable use of school buildings.
- 101 Scheduling and arrangements will follow normal administrative procedures. The Association and its
- representatives will have access to all employees, provided this does not interfere with the instructional
- 103 program.
- The Association will have the right to post notices of activities and matters of Association concern on
- bulletin boards provided in each faculty lounge of each building in the District.
- The Association will have the right to use the employee mailboxes and e-mail for communication
- purposes.
- On written request, the District will furnish to the Association any available information permitted under
- statute to assist the Association in carrying out its responsibility as the bargaining representative.
- The Association may appoint at least one (1) grievance representative at each of the District schools
- and/or other facilities where employees in the bargaining unit work. This representative will assist
- employees in the bargaining unit on matters related to grievances. Representatives of the Association
- who participate during working hours in grievance-related proceedings, conferences, or meetings with
- representatives of the District will suffer no loss in pay. The Association will notify the District of the
- individuals to be released.
- The District will provide the Association reasonable access to new employees of the bargaining unit to
- present information about the Association to new employees. This will occur within 90 days of the
- 118 employee's start date.
- The Association President or other representative chosen by the President will have not less than 30
- minutes to provide information to new employees regarding Association membership. This time will
- occur during regular contact hours, excluding lunch, or during the additional hours paid by the
- District for the new employees at the beginning of the year. New employees not attending this
- meeting may meet with the Association for no less than 30 minutes at each work site during regular
- 124 contract hours, excluding lunch, provided it is outside of their teaching time with students.
- For employees hired after the start of the school year, the Association President will be informed of the
- name and location of all newly-hired employees within one (1) week of the employee's start date.
- 127 Within the first 90 days following this notice, a minimum of 30 minutes will be provided during the
- contract day, excluding lunch, for the Association to meet with the employee(s) to provide information
- 129 regarding Association membership.

Article III - Personnel

Section 1: Employment of Certificated Employees

- Employees will be contracted in accordance with applicable State laws and assigned in accordance with
- 133 State certification regulations.
- Paraeducators will only be used in these settings when under the direct supervision of an employee.
- New employees will receive support from the Peer Assistance and Resources (PAR) program.
- All work being performed by the bargaining unit will continue to be performed by the bargaining unit
- during the life of this CBA.

Section 2: Academic Freedom

- An employee must be free to think and express ideas, free from undue pressure of authority, and free to
- act within his or her professional group.
- 141 The principle of academic freedom for employees will not supersede the basic responsibilities of the
- employee to the profession of education. These responsibilities include:
 - commitment to support the Constitution of the United States
 - concern for the welfare, growth, and development of children
 - insistence on objective scholarship
- Adherence to District-authorized courses of study, Board-adopted curriculum, and applicable learning
- 147 standards.

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- 148 Effective teaching methods, strategies, and professional judgement will be encouraged in the delivery of
- the adopted curriculum. Instruction will focus on State learning standards, and employees will not be
- mandated to teach to specific tests. Test preparation activities not required by OSPI or essential to
- administering the test will be at the discretion of the employee.
- Methodology and style of teaching will not be restricted provided it is effective and appropriate to the
- level and/or subject being taught. Employees will choose instructional methods, strategies, technology,
- and supplemental and enrichment materials to deliver District-adopted curriculum.
- Nothing in this language is intended to prevent a discussion between a principal and an employee about
- specific teaching methodologies. If the employee is rated Proficient or rated Distinguished in the
- summative evaluation, he or she will not be mandated to adopt the methodologies discussed.
- 158 District-adopted curriculum includes all core learning materials and learning standards. Supplemental
- materials are District-adopted print or electronic resources provided to augment the adopted curriculum.
- 160 Enrichment materials are age-appropriate, educator-chosen print or electronic materials relevant to the
- 161 course of study that support and enhance District-adopted curriculum. All educator-chosen materials
- must conform to District policies. Potentially controversial materials will be used in accordance with
- applicable District Policy. When uncertain, employees should preview materials with their
- administrator(s).
- A free interchange of ideas leading to clearer understandings at the maturity level of students must be
- expected as part of effective teaching. Challenges concerning educational materials based on suitability
- will immediately be brought to the attention of the employee(s).
- The lodging of a complaint will not cause the suspension of a District-adopted course and/or its content
- without the consent of the affected employee(s), in accordance with the applicable District Policy.

- Employees will have the right to defend challenged methods or materials with their administrator(s).
- 171 Supplemental or enrichment materials used to augment adopted curriculum will only be suspended after
- a thorough review and consultation with the affected employee(s) and building and/or district
- administrator(s). Administration will provide appropriate guidance and support to employees, based on
- the facts, when processing complaints regarding appropriate teaching methods and/or materials.
- 175 If a grade is changed by an administrator, it will be shown on the historical grades page in the student
- management system.

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Section 3: Certificated Employee Rights

Individual Rights

Employees will be entitled to full rights of citizenship. There will be no discipline or discrimination with

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

Right to Join and Support Association

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

Right to Due Process

- All complaints will be called to the attention of the employee as soon as possible.
- An employee can request to have a representative of the Association present. The employee will be
- advised of this right at the time the meeting is requested. When a request for representation is made, no
- action will be taken with respect to the informed employee until a representative of the Association has
- 200 had an opportunity to be present. No hearing will be delayed more than five (5) workdays due to the
- 201 unavailability of the employee's requested representative.
- No employee will be reprimanded, disciplined, suspended, and reduced in rank or compensation, or
- 203 non-renewed without just cause. The standard for just cause is as follows:
 - Notice: forewarning of consequences of conduct
 - Reasonable Rule: related to the orderly, efficient and safe operation of the District
 - Investigation/Fair Investigation: a thorough, fair and objective investigation is conducted **prior to** administering discipline
 - Proof: ample evidence is obtained that the employee committed the offense
 - Equal Treatment: rules and penalties are applied consistently and without discrimination
 - Penalty: The degree of discipline is reasonably related to the seriousness of the offense and considers the employee's record of service with the District

- The District agrees to follow a policy of progressive discipline which normally should include verbal
- warning, written warning, written reprimand, suspension without pay, and discharge. Discipline should
- be consistent with the seriousness of the offense. Individual steps of progressive discipline may be
- bypassed when the seriousness of the misconduct warrants.
- An employee will have the right to face his or her accuser(s). Refusal by a complainant to be identified
- will preclude the District from acting on the complaint unless the revelation of the complainant is
- 218 precluded by law.
- All information forming the basis of any charge will be made available to the employee in writing **prior**
- 220 to any investigatory meeting. All complaints concerning the employee, including the specific content
- of the complaint, will be brought to the attention of the employee within 10 working days, except
- where doing so would materially affect an ongoing investigation. The level of specificity is defined as
- the alleged action of the employee and the corresponding policy/regulation that is alleged to have been
- violated. All discipline will be conducted in private.
- In an attempt to resolve problems at the lowest level, principals will encourage parties making a
- complaint to discuss the issues surrounding their complaint with the employees involved.
- The parties recognize there may be instances when a supervisor wants to inform an employee of a
- concern that may not rise to a level requiring formal discipline. In these cases, the District may issue to
- 229 employees Letters of Direction, which give specific directives or reiterate the District's rules or policies.
- 230 Since the intent is only to inform the employee of specific concerns, these letters will not contain threats
- of future discipline. Letters of Direction will not be considered disciplinary action and will only serve as
- evidence of notice for any future discipline.

Classroom Visitation

- The District and Association agree it is valuable to provide parents and other community members with
- a valid interest in Kennewick schools the opportunity to visit classrooms.
- To ensure the least interruption to the teaching and learning process, the following guidelines will be
- 237 followed:

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- At least 24-hour prior notice will be given for all visits, unless the employee agrees to an earlier visit.
 - Visitors are required to state the purpose of their visit to building administrator or employee.
 - The administrator and employee will set the length and time of the visit.
 - Visits will not occur when testing or other scheduled activities might be disrupted by the presence of visitors.
 - Visitors will not be allowed to make audio or video recordings **during the visit** without the consent of the employee.
 - The employee will have the opportunity to confer with the visitor and/or an administrator before and/or after the visit.
 - The visit will be immediately concluded, and the visitors will be asked to leave, if the visitors are disruptive to the educational process.
 - An administrator will be available to assist **during the visit**, and the employee may request an administrator accompany the visitor.
 - Information a visitor shares with building or District administration will be shared with the employee in a timely manner.
- 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.

257 Electronic Recordings

- The District and the Association recognize the necessity of the use of video or other electronic
- 259 recordings in common areas for safety and security purposes and recognize the need to balance safety
- and security concerns with employees' reasonable expectation of a fair level of privacy in the
- workplace.
- The District will not use audio, video, or other electronic surveillance in individual classrooms or work
- areas excluding common areas used as classrooms, like libraries and gymnasiums without the prior
- 264 knowledge and written approval of the employee.
- 265 Electronic surveillance information may not be used as evidence of Unsatisfactory or Basic performance
- in the evaluation process.
- No administrator or District employee will use electronic surveillance recordings with the intent to
- 268 identify potential misconduct of employees. Information obtained from surveillance cameras will not be
- used as a basis for disciplinary action, except to verify or contradict a specific, credible allegation. If,
- when viewing video for legitimate purposes, a District administrator finds policy violations or criminal
- behavior, the District may use the video to address the situation.
- 272 The District will take proper steps to ensure students do not make audio or video recordings or take
- 273 photographs of employees without the employee's knowledge and consent. The District will take
- appropriate disciplinary action with students, in accordance with harassment, cyber bullying, or other
- applicable District policies.

Section 4: Personnel Files

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

- The employee may have an Association representative present when reviewing his or her personnel file
- and/or records. The District may have representatives present during this review.
- There will be only one (1) personnel file, which will be kept in the Human Resource Department. There
- will be no secret or alternative files kept in the District. However, this will not preclude administrators
- from keeping working files for their own use. All working files will be subject to the employee's
- inspection, with exclusive right of response by the employee. Central office administrators will review
- 288 the CBA language regarding working files with building administrators at the beginning of each school
- 289 year
- 290 Correspondence or other materials making reference to an employee's competence, character, or manner
- will not be kept or placed in the personnel file without the employee's knowledge, and the employee will
- 292 have the exclusive right of addendum of all items in the files. Any derogatory material not shown to an
- 293 employee within 10 days after receipt or composition (except in criminal investigations) will not be
- allowed as evidence in any grievance or disciplinary action against an employee.
- Derogatory materials, except evaluations, will be removed from the employee's personnel and/or
- working file at his or her request two (2) years from the date of the circumstance(s) or event(s) that
- 297 precipitated the placement of the material. Findings relating to offenses against children will remain in
- 298 the file.
- 299 The Superintendent or designee, and the employee or his or her designee, will sign an inventory sheet to
- verify contents of the personnel file at the time of inspection by the employee.

Section 5: Employee Protection

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

Threats to an Employee

- Threats of injury or death to employees, including substitutes, will be investigated. An employee who is
- threatened by any person or group while carrying out assigned duties will immediately notify his or her
- supervisor, or be notified by the supervisor if the employee is not already aware of the situation. The
- 312 supervisor will notify the Superintendent and Assistant Superintendent of Secondary or Elementary
- Education. The employee or supervisor will have the option of notifying the police.
- Building administration will take immediate steps, with the cooperation of the employee, to provide for
- 315 the employee's safety. Building administration will report precautionary measures for the employee's
- safety to the Assistant Superintendent of Secondary or Elementary Education, and/or Superintendent at
- 317 the earliest possible time.

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- When a principal becomes aware of a threat, he or she will:
 - 1) identify the nature of the threat
 - 2) make every attempt to identify the person making the threat
 - 3) if appropriate, lock down the classroom, or other rooms, involved, and, if necessary, lock down the school
 - 4) if possible and/or practical, not remove, erase, destroy, or clean any evidence **prior to contacting the police and/or a School Resource Officer (SRO)** and following their direction
 - 5) take appropriate steps to provide for the safety of the employee, in consultation with the employee, the District, Association leadership, and the police, if necessary
 - 6) ask for the employee's input with regard to any disciplinary action taken against the student(s) involved
 - 7) assist an employee who wishes to file a complaint and/or a restraining order
 - 8) remain in contact with the employee to offer assistance and support
- The District will support any employee in seeking legal redress for violations of the law committed by
- 332 students or members of the public who verbally or physically abuse an employee while he or she is
- performing duties for the District.
- Additionally, employees are encouraged to file a complaint with the District and provide a copy to the
- Association in any situation when student misuse of technology threatens an employee's safety and/or
- 336 professional reputation.
- The District will take all reasonable steps to protect employees from cyber bullying, derogatory web
- postings and video, harassment via e-mail, fraudulent personal websites or postings, false electronic text
- messaging, or other technology misconduct that threatens an employee's safety and/or professional
- reputation. The District will reasonably investigate evidence of these activities and take action, when
- 341 appropriate.
- 342 If necessary, the District will notify law enforcement agencies about activities perpetrated against an
- employee and seek enforcement of pertinent laws and pertinent provisions of the WACs and RCWs.
- Any incident involving harassment of an employee will be promptly investigated by the District.

- 345 If a student makes a threat to the life of another student, building administrators will notify the staff of
- 346 the threat and intervention steps taken.
- To the extent allowed by the law and when records are available, building administration will inform
- employees when students with records of weapons, assaults, threats, bullying, or perpetrating violence
- are enrolled in their class prior to the student's first day in the employee's class. Building
- administrators will provide employees with a copy of the student's behavior intervention plan and any
- 351 other documents and information needed to ensure safety.
- To the extent allowed by law and when records are available, employees who receive transferred
- 353 students with records of weapons, assaults, threats, bullying, or perpetrating violence will be notified
- prior to that student's first school day or immediately when the District receives those records.
- When students with records of weapons, assaults, threats, bullying, or perpetrating violence transfer to
- another building within the District, building administrators from the transferring school will ensure that
- accurate and complete discipline records are provided to the receiving school before the student
- 358 transfers.
- To the extent allowed by law and when records are available, a student's prior criminal history will be
- provided to any employee who has regular contact with that student, prior to their enrollment in the
- 361 school.

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- The District will take appropriate action against perpetrators and report findings and actions to the
- impacted employee and the Association.
- 364 The District expects employees using the services of private lawyers to cover their own obligations for
- fees or costs incurred by the use of those services.

Property Damage

- 367 The District will reimburse employees for replacement of any clothing or other personal property
- damaged, destroyed, or stolen during the course of their employment, and/or cover the cost of
- medical, surgical, or hospital service incurred as the result of any injury sustained in the course of their
- employment, provided an employee exercised reasonable safeguards in maintaining the security of his or
- her personal belongings. Items under \$25 will not be subject to claim, pursuant to this section.
- Personal property used as classroom instructional aids will be registered with the building principal on a
- form available in the main office of each school building. Registration of personal property will be
- 374 required when it is brought into the building, and notification will be given to the main office when the
- employee removes the personal property from the employee's workstation.
- The District will reimburse up to \$100 per incident toward the employee's insurance deductible for
- damage caused by verified vandalism to the employee's vehicle or other personal property while he or
- 378 she is performing contract duties. Payment will be made after the employee has provided documentation
- of his or her expenditure.

Personal Injury

- Whenever an employee sustains a disabling injury in the course of employment, the District will grant
- the injured employee a leave with contract pay for a period not to exceed one (1) year, or to the limit of
- 383 the accumulated sick leave provided for in this CBA. During this period of disability, an employee may
- use his or her sick leave to compensate for the difference in the amount of State industrial insurance,
- employee retirement disability, and his or her regular salary, to the limits of his or her accrued sick
- leave. The sick leave will be reduced in the same ratio as the payout bears to this total salary. The
- District will maintain all benefits for example, retirement, Social Security, sick leave, and salary
- 388 placement.

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

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Hepatitis B Inoculations

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

Building Safety Committees

- In accordance with WAC 296-800-130, the District will ensure there are effective safety committees at
- each building with 11 or more employees and either safety committees or monthly safety meetings at
- buildings with fewer than 11 employees. Building safety meetings may be part of staff meetings.
- The District will provide walkie-talkies or other devices for staff who need to contact administration in
- an emergency.

Copyrights and Patents

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

Section 6: Contracts, Workday, and Payment

- The District will provide a contract for each employee in conformity with Washington State law, state
- 411 board of education regulations, and this CBA.
- 412 The Association acknowledges the right of management to create new programs and new schools. The
- 413 Association will have input in the creation of new programs and new schools. Wages, terms, and
- 414 conditions of employment for employees associated with new programs and new schools will be
- 415 negotiated on an ongoing basis by the District and Association.
- 416 Employee contracts are defined below.

Continuing Contracts

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

Non-continuing Contracts

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

Retire/Rehire

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

Teachers on Special Assignment (TOSAs)

- Teachers on Special Assignment (TOSAs) provide specialized expertise and resources and may be
- 432 utilized in many non-evaluative capacities. All TOSAs retain their contract rights, as defined in this
- 433 CBA.
- 434 CPEs are considered TOSAs but are not subject to the provisions in this section. CPEs' roles are defined
- in the Peer Assistance and Resources section in this CBA.
- 436 An employee accepting a position posted as a TOSA will be on leave from his or her building
- assignment for one year. At the end of the first year, a TOSA and/or his or her supervising administrator
- can decide to return the TOSA to his or her original position and building.
- 439 TOSA positions created in conjunction with other school districts will continue for the duration of the
- agreement with the other districts.
- TOSAs who are hired in buildings on TOSA contracts of .8 FTE or higher will be selected by a joint
- building committee, subject to the approval of the District and the Association.
- 443 TOSAs are selected for hire based on required and preferred qualifications. In-building candidates are
- given first consideration. When the joint committee decides more than one candidate are equally
- qualified, in-District seniority is the deciding factor.
- TOSAs selected to work in buildings outside the District administration building will receive specific
- job descriptions. A TOSA will not participate in, or contribute to, the evaluation of an employee.
- Administrators will receive job descriptions for, and be trained in, the limitations of, TOSAs in their
- 449 buildings.
- 450 TOSAs will be allowed to participate in a PLC with other TOSAs and will be evaluated using the TOSA
- evaluation form in the Appendix of this CBA.

452 Substitute Employees

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

454 Sporadic Days

- Employees with less than 30 sporadic days are not considered members of the bargaining unit.
- Employees with 31 or more sporadic days are considered members of the bargaining unit and will be
- paid at a rate agreed on by the Association and District.

458 1-20 consecutive days in the same assignment

Employees receive substitute pay.

460 **21-90** days in the same assignment

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

463 Days 91-Beyond

- Employees continue to receive pay at the certificated rate and are considered members of the bargaining
- 465 unit.

466 **630 Hours worked and beyond**

- Employees also begin to receive health insurance benefits in accordance with SEBB, as well as prorated
- sick leave.
- Substitute employees have no other coverage under this CBA.

Job Sharing 470

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471 Two District employees may share a 1.0 FTE contract.

Copies of Contract

473 An employee may retain one (1) copy of his or her individual contract. All other copies will be returned

474 to the District for processing.

Payment

476 In accordance with state law, all employees will be paid in 12 monthly installments. Each check will

- 477 contain one-twelfth of the contract salary. Stipends or supplemental contracts that cover the entire
- 478 school year will be paid in 12 monthly installments or over the number of remaining months in the
- 479 contract year when the stipend or supplemental contract is issued.
- 480 Payroll checks will be issued to employees on the last business day of each month.
- 481 When an underpayment is discovered, corrections will be made no later than the next payday. When
- 482 an overpayment is made, the correction will be made on the employee's next monthly check.
- 483 Cumulative errors in overpayment will be corrected at the rate they accumulated. If the normal
- 484 repayment schedule will cause financial hardship for the employee, other repayment arrangements may
- 485 be negotiated with the District.
- 486 All compensation owed to an employee who is leaving the District will, on request, be paid **no later**
- 487 than the end of the next succeeding pay period.

Length of Contract

489 The length of the regular employee contract will be consistent with the number of days funded by the

- 490 state legislature. For example, for 2010-11 it will be 180 days. Each year the amount is subject to change
- 491 per determination by the state. Any extension of contract days by the District will be computed on the
- 492 employee's contract rate of pay. For example, in 2010-11 it will be 1/180.

Length of Workday

494 The certificated workday is 7½ hours, including a 30-minute, duty-free lunch during the regular lunch 495

period. Individual building schedules will be established by the building principal, in consultation with

496 the building staff. When sites elect to modify the student day to provide planning/teaming time for

497 employees at the site, required teaming time will not exceed the number of minutes accumulated by the

498 modified student schedule.

Preparation Time

- 500 The minimum scheduled teaching time (exclusive of relief time, inclusive of break time) will be five (5)
- 501 hours daily. An exception to this is secondary resource employees with approved alternative schedules
- 502 to gather student data, progress monitoring, providing direct instruction to students in and for general
- 503 education classrooms, providing direct instruction to students who require SDI not met in the classroom,
- 504 periodic IEP-related testing, direct assistance and guidance to general education employees for
- 505 instructional adaptations and modifications, and periodic communication with other staff and parents
- 506 about students on their caseloads. Approval will consider school readiness and will not impact staffing,
- 507 resources, or overload.
- 508 Adjustment of the school day for primary students may be made during the school year to
- 509 accommodate student needs, when jointly arranged by staff and administration.
- 510 Employees may supervise more than one (1) class during an afternoon break, by agreement of those
- 511 concerned.

- Reasonable time will be allowed **during the workday** for employees to attend to personal needs,
- 513 including blocks of time before and after school that can be used, as necessary, for staff meetings, IEP
- meetings, and/or to communicate with administrators, parents, and students and perform other duties.
- When continuous blocks of student contact time are 2.5 hours or longer and not separated by a five-
- minute passing time without student supervision, recess, or other breaks in the daily schedule,
- 517 employees will receive regularly-scheduled coverage.
- 518 Employees will receive regularly scheduled coverage when their classrooms are in portables without
- bathroom facilities, or when bathroom facilities are not within a short walking distance.
- All preschool and elementary employees will have planning time equal to a total of 275 minutes per
- week in a regularly scheduled five-day week, in increments of no less than 30 minutes, except for a 15-
- minute block of time attached to lunch **during the student day** for preparation time. The parties agree
- 523 individual buildings not already in compliance will form democratically-elected committees of
- employees and principals to create a schedule provides recess, separate from the lunch recess, as
- 525 outlined below.

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- For employees with a morning prep, time will be provided for a minimum 15-minute afternoon recess.
 - For employees with an afternoon prep, time will be provided for a minimum 15-minute morning recess.
 - On the day elementary students receive no instruction from a specialist they will be able to attend both recesses (morning and afternoon).
 - Elementary schools will provide alternative schedules for two-hour delays to ensure employees receive their proportional prep time.
 - An employee teaching at the secondary level will be provided at least one (1) instructional period a day **during the regular student day**. Changes in the current length of preparation time will be addressed by the District and the Association.
 - Preparation time will not be reassigned to other duties, unless agreed to by the employee and the employer.
- Preparation time is intended to provide time for employees to plan lessons, assess student work, and
- 540 prepare instructional materials. The Association recognizes the rights and needs of administration to
- occasionally meet with employees during this time, and doing so does not constitute a violation of the
- 542 CBA. Employees will not be required to meet with their administrator(s) or others on a regular, ongoing
- basis during the preparation time.
- The District and the Association recognize that, after considering the guidelines for daily schedules in
- 545 this section and in other parts of the CBA, buildings with non-traditional programs may establish
- variations in their daily schedules. Those variations may be subject to review by both the Association
- and the District.

Non-instructional Supervisory Duties

- Certificated employees will not be required to do bus duty and/or other before- or after-school
- supervision duties for more than five (5) days in a six (6) week period. Employees who are required to
- attend meetings during their assigned duty time will be excused from bus duty without having to find
- their own coverage.
- Prior to a school building beginning food service programs where food is brought into the
- classroom, the District will hold a meeting at the impacted building(s) to allow to ask questions and
- express concerns. Concerns will be addressed, and further meetings, held if subsequent problems arise.
- 556 Steps will be taken to alleviate problems to minimize the impact on instruction.

- If double-shifting of the school day becomes necessary due to increased enrollment and lack of facilities,
- the following provisions will be made:
 - Split shifts will not occur.
 - The employee's workday will be as written above, unless the need for building facilities warrants his or her preparation time be spent outside the school building, at which time other arrangements can be made, at the principal's discretion.
 - Librarians, counselors, elementary music, elementary technology, elementary exploratory, and elementary P.E. employees will work a regular school day, with the beginning time determined by the building principal.

Early Release Days

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

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- 570 Elementary and middle school site councils will schedule at least 10 early release days per year for PLC
- 571 meetings.
- High school site councils will schedule PLC work on each early release day.
- 573 Up to seven (7) early release days per year can be used for District or building presentations. One early
- release day of the month may be used for cross-District meetings.
- If there are concerns about the misuse of early release days, employees are encouraged to discuss these
- 576 issues with principals and Association building representatives. If issues can't be resolved, District and
- Association representatives will facilitate a meeting to discuss the issues.
- In consultation with his or her principal, an employee may spend part of each early release day without a
- 579 PLC or, intermittently, an entire day completing work related to instruction.
- Any decision to change the day of the week for early release will be agreed on by the Association and
- 581 the District.
- Middle school site councils can vote to forego Early Release on Wednesday and adopt an eight-period
- schedule to increase collaboration time for employees and assist student performance in reading,
- writing, math, and problem solving. The building will continue on an eight-period schedule for
- subsequent school years unless a vote is taken to return to a seven-period schedule.
- It will be up to each individual school's site council to determine the schedule and structure of the eight-
- 587 period schedule.
- A middle school wanting an eight-period schedule will hold a building vote. The staff will be provided
- with information about the schedule, duties, and responsibilities involved **prior to the vote**. The voted-
- on parameters will not be changed **during the school year**.
- The vote will be conducted by an Association representative by secret ballot, and 80.0% or higher of the
- staff who vote must vote in favor of the schedule change.
- The District may discontinue the eight-period schedule.

594 High School Early Release

- High school will be periodically released early to provide employees time for the following: building
- 596 professional development, collaboration in departments, and PLCs. In consultation with his or her
- 597 principal, an employee may spend part of each early release day completing work related to planned
- 598 instruction.

High School "Freshman Only" First Day

- High schools have the option to offer a Freshman Only day on the first student day to orient freshmen to
- buildings and instructional programs.
- It will be up to each individual school's site council to determine whether to have a Freshman Only day.
- A high school wanting a Freshman Only schedule will hold a building vote. The staff will be provided
- with information prior to the vote. The voted-on parameters will not be changed during the school
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- The vote will be conducted by an Association representative by secret ballot, and 80.0% or higher of the
- staff who vote must vote in favor of the schedule change.
- The District may cancel the Freshman Only day.

Meetings (Other than Early Release)

- Staff meetings will be limited to no more than 20 staff meetings per year. To manage time-sensitive
- topics, some months may have more or less than two staff meetings. To ensure good use of staff time,
- building principals will communicate staff meeting schedules with employees at least a week in advance
- of staff meetings. This language will not preclude voluntary informational meetings or meetings about
- emergency situations.
- A building committee will be compensated at the curriculum rate for time spent outside the contract day
- at the meeting and additional work resulting from the meetings, unless otherwise stated in this CBA.
- This does not include PLC meetings, provided the PLCs are teacher-directed and take place during
- 618 contract hours.
- Adding committees and choosing members of committees must be voted on and approved by the
- 620 majority of the entire certificated staff. This does not preclude the principal from calling an all-staff
- meeting to deal with an emergency situation.

In-building Substitute Coverage

- Every attempt will be made by the building principal to provide substitute employees for absent
- 624 employees. Building administrators are discouraged from splitting classes between or among employees
- in a building when a substitute employee is not available to cover a class.
- All employees asked to cover classes during their preparation periods will receive pay at their per-diem
- rate or the curriculum rate, whichever is higher.
- At the elementary level, if a substitute is not available, building principals will provide substitute relief
- 629 including, but not limited to, coverage of the class by an employee who is not assigned to a classroom.
- Requests to employees to cover classes will be made on a rotating and equitable basis, to the extent
- possible. An employee who covers a classroom will receive one-half hour per-diem pay for each half
- day he or she covers a class.
- When double shifting, preparation time may be outside the student day.

Release from Contract

- An employee under contract will be released from the obligations of the contract on request, under the following conditions:
 - A letter of resignation must be submitted to the Superintendent's office.
- A release from contract, **prior to July 1**, will be granted, provided a letter of resignation is submitted **prior to that date**.
 - A release from contract will be granted **after July 1**, provided a satisfactory replacement can be

641 obtained.

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• A release from contract will be granted in case of illness or other personal matters that make it impossible for the employee to continue in the District.

Section 7: Salaries

- All employees will be placed on the Kennewick School District Salary Schedule.
- Under the rules of OSPI, employees will be allowed full credit for previous experience. Likewise, all
- employees will be given full credit for all academic and in-service credits recognized by OSPI for salary
- placement. Years of experience will be calculated to the nearest 10th for persons who have been
- employed for less than 180 days in any 12-month period.
- 650 Military service that interrupts an employee's teaching will be considered the same as teaching
- experience, to the maximum allowed under OSPI rules.
- Official transcripts must be turned in to the Human Resources Department by September 15 or within
- 45 calendar days of hire, whichever is later, to be counted for salary schedule advancement for the
- school year. The only exception will be for classes taken the previous summer. If official transcripts are
- not available, grade slips or written verification from the educational institution may be substituted.
- Official transcripts must be filed by the first working day following winter break. Failure to provide
- 657 the transcript as required may result in pay being withheld until the transcript(s) is/are filed with the
- Human Resources Department. If official transcripts are unavailable for any reason, the employee will
- contact the university registrar or previous employer for written verification of the problem. That
- verification can be put in the employee's file in place of the documentation until the documentation
- arrives, with no delay in compensation to the employee. Salary adjustments due to additional credits will
- be made on the October payroll.
- 663 Credits earned after the baccalaureate degree will be counted toward salary schedule advancement, as
- per rules and regulations of OSPI.
- Days worked beyond the 180 contract workdays will be paid by supplemental contract, at the individual
- 666 employee's daily rate of pay.
- State-approved in-service credits (clock hours) will be counted as college credit for salary schedule
- purposes, at the rate of 10 clock hours for each credit.
- ESA employees will be allowed full service credit for previous non-school experience, as long as the
- 670 previous experience is directly related to their current assignment and the previous experience required
- the same degree and/or certification levels as their current assignment. The calculation for years of
- experience for occupational therapists, speech-language pathologists, audiologists, nurses, social
- workers, counselors, and psychologists will be: one (1) year of non-school service will count as one (1)
- year of experience for purposes of salary advancement.

Career and Technical Education Employee Salary

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

Inflationary Salary Increases

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

684 Mandatory Days

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- The following mandatory days are part of the 183-day individual employment contract:
- 686 22.5 hours for three mandatory employee workdays *
- 3.75 hours District-directed time for State professional development requirements and 3.75 hours for employee-directed team time
 - 7.5 hours of building-directed time
 - 3.75 District-directed time on the final mandatory day **prior to the start of school for Welcome Back activities**, and 3.75 hours for mandatory safety training. (This is non-contract time for employees who complete mandatory safety training **prior to this day**.)
- * Employees who miss a mandatory day will be required to use the appropriate leave.

Optional Hours

- Thirty optional hours will be available to each employee as extra time paid at the employee's per-diem rate for work performed for the following purposes:
 - 1. 7.5 hours employee-directed time to prepare for the opening of school. (This work may be completed at any time in August prior to the first required employee workday.)
 - 2. 22.5 hours for three optional days during the school year
 - 7.5 hours for a District- or building-directed Professional Development Day
 - 3.75 hours District-directed time for State professional development requirements and 3.75 for building-directed activities
 - 7.5 hours for Focus on Instruction
- When a day is divided in half between District-led activities and employees working in classrooms, the
- 30-minute lunch period will be shared between the District time and the employee work time.
- Employees who encounter conflicts like a funeral for, or a wedding of, a family member on optional
- days may arrange alternate activities with their immediate supervisor after providing written evidence of
- 708 the event.

709 Mandatory Safety Training

- 710 The District requires all certificated employees to complete mandatory safety training **prior to the first**
- 711 day of school with students.
- A certificated employee who does not complete mandatory safety training **prior to the first day of**
- school with students will not be allowed to report to work and will not receive pay until he or she
- 714 completes the mandatory safety training.
- 715 Certificated employees hired after the beginning of a school year must complete mandatory safety
- 716 training within one month of their date of hire or they will not be allowed to report to work and will
- 717 not receive pay.
- Employees will choose the location, District or otherwise, where they will take the training.
- Employees who do not fully complete mandatory safety training **prior to the final District**
- 720 **Professional Development Day in August** will be required to complete the training at their work
- 121 location during the last half of the final Professional Development Day in August.
- 722 The last half of the final Professional Development Day in August will be non-work time for
- employees who complete mandatory safety training **prior to that day**.

724 Focus on Instruction

- 725 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
- 727 class in the published schedule.

728 Payment

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

730 Librarians, and Career and Technical Education Employees

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

733 **Secondary Counselors**

- Days beyond 180 will be paid at an employee's per-diem rate. Secondary counselors will receive 10
- days. To access five (5) of these days, secondary counselors need to obtain prior approval from an
- 736 immediate supervisor.
- All counselors may access an additional 7.5 hours of per-diem pay to work on 504 plans associated with
- Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to
- access these hours. Additionally, counselors may also request to be released from one (1) Professional
- Development Day **prior to the start of school** to complete 504 plans associated with Individual Health
- 741 Plans.
- 742 Testing program coordination will not be part of counselors' regular duties.

743 Elementary Counselors

- Days beyond 180 will be paid at the employee's per-diem rate. Elementary counselors will receive five
- 745 (5) days. To access these days, elementary counselors need to obtain prior approval from an immediate
- supervisor.
- All counselors may access an additional 7.5 hours of per-diem pay to work on 504 plans associated with
- Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to
- access these hours. Additionally, counselors may also request to be released from one (1) Professional
- Development Day **prior to the start of school** to complete 504 plans associated with Individual Health
- 751 Plans.
- 752 Testing program coordination will not be part of counselors' regular duties.

753 Counseling Task Force

- 754 **During the 2022-23 school year**, the District and Association will form a Counseling Task Force.
- 755 The Task Force will have equal representation from the District and the Association. Association
- 756 representatives will be assigned by the Association president. All committee members will take part in
- an Interest-Based Bargaining (IBB) process to develop recommendations from the Task Force to the
- 758 District and Association, who will bargain the issues **prior to the 2023-24 school year**. Employees will
- be paid at curriculum rate for work done outside their regular contract day.
- The purpose of the Task Force is to prepare for the staged implementation of provisions of Substitute
- Senate Bill 5030: Developing Comprehensive School Counseling Programs. The Task Force will
- 762 discuss:

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- an appropriate counselor-to-student ratio or District-wide caseload for counselors
- a list of appropriate and inappropriate duties for counselors
- a clear definition of direct and indirect services

- plans to properly apply ASCA standards for school counselors
- management of 504 plans
- the impact of incorporating Multi-Tiered System of Support (MTSS)
- plans to promote consistency in data collection
 - plans to manage mental health issues for students
- 771 This Task Force will develop a plan to implement all components of OSPI Bulletin 083-21, "Elementary
- 772 Education & Early Learning and Secondary Education & Pathway Preparation."

773 Bilingual Educators

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

Section 8: Additional Responsibilities

Department Chair/Team Leader Stipends

- Department Chair positions will be established at Kamiakin High School, Kennewick High School, and Southridge High School. Typically, these positions will be:
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- Career and Technical Education three (3) representatives
- 783 Counseling
- Health & Fitness
- 785 Language Arts
- 786 Library
- 787 Mathematics
- 788 Music/Performing Arts
- 789 Science
- 790 Social Studies
- 791 Special Education
- World Languages
- One Position (to be determined by each building)
- 794 Phoenix High School and Legacy High School will have a Team Leader position at a ratio of one (1)
- 795 Team Leader for every five (5) certificated employees. No building will have less than one (1) Team
- Leader position. For purposes of this section, Legacy High School includes Legacy High School,
- 797 Endeavor High School, the Juvenile Justice Center, the CATS program, Day Reporting, Reach, and
- 798 other programs administered by Legacy High School leadership.
- A Department Chair will receive a stipend of 3% of his or her employee's salary.
- 800 Site councils at the high schools will determine the configuration of the 15 Division Chair positions,
- with the concurrence of the principal.
- 802 Each middle school will be configured in a similar manner and will have 10 Team Leaders.
- Each elementary school will receive five (5) stipends of 2% of the employee's base, consisting of one
- 804 (1) for primary, one (1) for intermediate, and one (1) for specialists, to be voted on by their group. A job
- description will be agreed on by the Association and the District for these three (3) positions before
- implementation. The other two (2) positions and their duties will be determined by members of the site
- 807 council.

- Each elementary school has the option to receive 10 stipends of 1% of the employee base. It will be up
- to each individual school's site council to determine the schedule and structure of the 10 stipends.
- An elementary school wanting to receive 10 stipends of 1% will hold a building vote. The staff will be
- provided with information prior to the vote. The voted-on parameters will not be changed during the
- school year.
- The vote will be conducted by an Association representative by secret ballot, and 80.0% or higher of the
- staff who vote must vote in favor of the change.
- The District may override the building's decision to change the stipend structure.

Curriculum Rate

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

818 Schedule.

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Additional Responsibility Schedule

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

Educator in Charge

- 826 At Phoenix High School and Keewaydin Discovery Center, a certificated educator will be designated as
- the Educator in Charge and paid a stipend at a rate of .075 x the base salary on the Kennewick School
- 828 District Salary Schedule.
- At other schools, in the absence of all administrators, a certificated educator will be designated as
- 830 Educator in Charge and paid 1.5 times their regular daily rate when they act in this capacity.
- An Educator in Charge will be designated **prior to the start of school year** and, whenever possible, be
- a certificated educator other than a classroom teacher.
- 833 Each building administrator will establish a procedure to inform Educators in Charge, with as much
- advance notice as possible, when they will be in charge. A communication plan will be developed to
- ensure employees are informed when this occurs.

Middle School Advisory

- A certificated middle school employee assigned to an advisory will be paid 30 minutes of curriculum
- rate pay per advisory session for work performed outside the contract workday.
- 839 It will be up to each individual school's site council to determine the schedule and structure of advisory.
- However, advisory will not exceed one (1) session of 30 minutes per week. A middle school wanting to
- participate in advisory will hold a building vote. The staff will be provided with all of the information
- about the schedule, duties, and responsibilities involved **prior to the vote being taken**. The voted-on
- parameters will not be changed **during the course of the school year**. The vote will be conducted by an
- Association representative by secret ballot, with 80% or higher staff vote in favor of implementing
- advisory. This vote will happen annually each spring. The District may also choose to discontinue
- advisory at their discretion.
- There will be a certificated advisory leader at each grade level who will develop curriculum, supply
- lesson plans, and distribute necessary materials for each advisory class. Each advisory grade leader will

- be paid an additional stipend of \$350 per school year. Employees will receive a contract for the
- additional stipend in the fall. Payment will be paid twice a year, at the end of each semester.

Summer School and Tri-Tech Summer School

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

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- All employees who teach in the Tri-Tech Skills Center summer school program will be paid at the
- 855 curriculum hourly rate.
- Employees who teach summer school will be provided paid preparation time of a minimum of 20
- minutes per instructional hour taught.
- 858 Employees teaching summer school may use accumulated sick leave during their summer school
- employment. The number of hours used will correspond to the number of hours taught.

Academic Excellence

- The District agrees to provide each high school with \$5,000 in supplemental contracts, minus benefits,
- to promote academic excellence. These funds can only be used for classes, programs, or activities where
- there is direct instruction.
- The District agrees to provide each middle school with \$2,000 in supplemental contracts, plus benefits,
- to promote academic excellence. These funds can only be used for classes, programs, or activities where
- there is direct instruction.
- 867 Only employees can receive contracts for academic excellence contracts.
- Funds remaining in this budget at the end of the fiscal year will be rolled into the health care pool on an
- annual basis.

Supplemental Contracts

871 Co-curricular Activities

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

877 Section 9: Insurance Benefits

Insurance benefits will be provided according to SEBB policies.

Health Care Allotments

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

Eligibility

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

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

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

Programs

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

Required (100% covered premium)

- Dental Vision
- 907 Long Term Disability
- Accidental Death and Dismemberment

909 **Voluntary**

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910 SEBB Medical Plans

Other Benefits

- 912 Flexible spending arrangement, health savings accounts, dependent care assistance, and other voluntary
- employee-paid SEBB programs will be available to employees under terms determined by SEBB.
- The District will provide access to an Employee Assistance Program (EAP) at no cost to the employee.
- Voluntary non-SEBB programs are available to employees but are not funded from the amount provided
- 916 by the District.
- The District and Association will determine the required and non-SEBB voluntary plans, which may not
- be implemented without written agreement of the District and Association. A list of the programs
- eligible for payroll deduction is available at the District Payroll office.

Enrollment Period

- Enrollment will be determined by SEBB. When the enrollment period ends, no insurance options may
- be added or deleted **during the contract year** except for changes in family status or job status. If an
- employee fails to enroll within the open enrollment period, he or she will be placed on the default
- medical, dental, and vision plans, as determined by SEBB.
- 925 If an employee is hired after the open enrollment period, he or she may enroll in approved plans **prior to**
- the first day of the following month. If the employee fails to enroll, he or she will be placed on the
- default medical, dental, and vision plans, as determined by SEBB. Coverage will begin the first day of
- 928 the month following the date of hire.

Termination of Benefits

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

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- An employee may request a June 30 separation date for retirement purposes. The District will notify
- 934 the employee a June 30 resignation will end his or her eligibility and coverage for July and August.
- When resignation or termination takes place during a school year, the employee's SEBB benefits will
- ontinue to the last day of the month in which resignation or termination occurs.

Sharing Health Care Contributions

- 938 SEBB does not allow for dual coverage.
- 939 Spouses or domestic partners who are both employees of the District may choose to enroll for medical
- overage under one SEBB account, to include medical and required benefits for dependents. However,
- each employee must register for dental, vision, and other required benefits under his or her own SEBB
- 942 account.

VEBA Health Reimbursement Plan

- The District and Association have adopted the VEBA Health Reimbursement Plan. The District agrees
- of to facilitate employee contributions to the plan and will add 10 cents for each dollar contributed by each
- employee according to the VEBA age-based contribution rates, as applied to the program in 2018-19.
- Each eligible employee must complete an enrollment form online through VEBA to become a plan
- participant and be eligible for benefits.
- Beginning in the 2020-21 school year, the District will make an annual contribution to each employee's
- 950 VEBA account totaling \$390,000, divided by full-time FTE.
- Organization and management of the plan will be subject to the agreement of the District and
- Association. A copy of the Memorandum of Understanding between the District and Association to
- organize and manage this plan is in the Appendix of this CBA.
- Employees must vote annually to adopt this plan.

VEBA Sick Leave Conversion Medical Reimbursement Plan

- The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to
- 957 **RCW 28.A400.210**, and agrees to make contributions to the plan on behalf of all employees who have
- 958 excess sick leave conversion rights.
- In accordance with the statute, contributions on behalf of each eligible employee will be based on the
- onversion value of sick leave credits the employee has accumulated at the time of his or her retirement
- or separation from the District.
- As per statute, all eligible employees will be required to sign and submit to the District a VEBA
- 963 membership form that includes a Hold Harmless agreement. If an eligible employee fails to sign and
- submit this agreement, he or she will not be permitted to participate in the plan at any time **during the**
- term of this CBA. Without a signed agreement, an employee's excess sick leave conversion rights will
- be forfeited for the term of the contract.
- All employees who retire or separate from service and meet the eligibility requirements in **RCW**
- 28A.400.210 during the term of this CBA will be eligible for contributions to the plan.
- State law allows up to 180 days (on a 4-to-1 ratio) to be contributed to the plan on behalf of a retiring
- employee. For retiring employees, "excess sick leave" is defined as sick leave days accrued for an
- employee during the term of this CBA.

Section 10: Calendar, Work Year

Elementary and High School Calendars

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

Multi-year Calendar

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:

- Benton Franklin County Fair
- 980 graduation

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- 981 spring break
 - winter break
- 983 first day of school
- 984 last day of school
- 985 holidays
- 986 snow days
 - ½ day employee release to exchange for Open House attendance
- last day for seniors
- conferencing and report card prep
 - optional Professional Development Days

991 Open House

- Open House events will be held in the fall of each school year. Site councils will meet in June of the
- previous school year to determine the format. Employees are required to attend one Open House. An
- early release for employees will be scheduled each year **prior to a weekend** as compensation for the
- 995 time spent preparing for and attending Open House.

Report Card Preparation

Kindergarten through Grade 5

- Within each school calendar, elementary employees will be given one (1) early release day per grading
- 999 period.
- 1000 Mid-term reports for all elementary students Grades 1-5 will be prepared for first trimester. For second
- and third trimesters, midterm reports will be prepared for students K-5 having problems or making
- significant changes.

Grade 6 through Grade 12

- Final examinations for 9-12 will be given the last three (3) days of each semester. On the second day of
- finals, students will be released at 12:20 p.m. Employees will use the time in a self-directed manner to
- 1006 complete activities including, but not limited to, the following: complete grading/entering student work,
- remediate with students, and prepare for the next term.
- On the last day of the semester, students in grades 9-12 will be released at 10:30 a.m. This time will be
- used by employees in a self-directed manner to complete activities as those listed above.
- 1010 Middle school students will be released at 10:40 a.m. on the last day of each semester.
- 1011 Grades for all secondary students will be due three (3) working days following the end of each
- quarter and the third weekday after the final day of school.

1013 Conference Days

- Each employee involved in conferences during the fall and spring will be on a flexible workday to
- accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the
- 1016 conferences, provided the time does not exceed the total hours allotted for conferences. Building
- administration and certificated staff will decide in a democratic manner when conferences will be held,
- being mindful of the needs of students, families, and staff. Staff who are unable to work evening hours
- will have alternative times agreed on between the employee and their supervisor.

1020 Kindergarten Conferencing

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

1023 WaKIDS (General Education)

- One Friday in October will be designated a non-workday for kindergarteners so kindergarten classroom
- teachers can enter data into the State kindergarten system.
- Each kindergarten classroom teacher will have two (2) workdays with substitute teachers available to
- use in full- or half-workday increments to complete observations and/or gather data, score, and input
- student information. These workdays must be prearranged and taken on a Tuesday, Wednesday, or
- 1029 Thursday.

1030 Pre-K through Grade 5 Conferencing

- Each fall, employees in grades Pre-K through 5 will have the equivalent of two (2) full days for parent
- 1032 conferencing.
- Each spring, employees in grades Pre-K through 5 will have the equivalent of one (1) day for parent
- 1034 conferencing.

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1035 Grade 6 through Grade 8 Conferencing

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

Grade 9 through Grade 12 Conferencing

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

1040 Early Release

- Early release is granted the day before Winter Break when the duration of the break is less than two (2)
- weeks. The day before Thanksgiving will be an early release day. Early release for employees will be
- one-half hour after students are released, which will occur **no later than 1:00 p.m.** Employees will
- 1044 complete assigned contractual duties.
- Early release on the last day of school will be two (2) hours after student release, provided employees
- have completed assigned contractual duties, and the regular workday will not be extended.

1047 Section 11: Emergency School Closure and Delayed Opening

- 1048 If it becomes necessary to close schools because of weather or emergency situations, the District will
- initiate its notification process by 6:00 a.m. If school has begun for the day and early dismissal is
- required, employees will be dismissed immediately following students. No employee will be required to
- report for work on a day when student attendance in the building has been suspended for emergency
- reasons. In cases of delayed openings, employees will be required to report for work **no earlier than 30**
- minutes prior to the planned arrival of students. If makeup days are required, the District and the
- Association will agree on the dates. No employee will be subjected to loss of pay or benefits due to non-

attendance on days when schools have been closed for emergency reasons. If there is a two-hour delay on a high school half-day early release day, the early release will be moved to the following Wednesday. If there is a three-hour delay on an elementary and middle school early release Wednesday, the early release will be cancelled and school will dismiss at regular time.

Article IV – Assignment and Transfer

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

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- Employees new to the District will remain in their original assignment for the first year of employment.
- A copy of the school's schedule for the following school year will be made available to each employee
- by June I. It is understood that, in creating schedules, minor adjustments to individual assignments may
- be necessary due to normal fluctuations in student populations and program needs. The parties agree
- these adjustments will not be considered a reassignment, as defined herein. Assignment adjustments will
- be made in a manner that minimizes changes to employees' current assignments, to the greatest extent
- possible. If it becomes necessary to reassign employees following the notification, the immediate
- supervisor will consult with the affected employee and notify the Association President, citing the
- reasons the reassignment needs to occur. If an employee is unavailable for consultation, the employee
- 1072 will be consulted as soon as possible on his or her return. Assignment changes after June 1 will not be
- the normal practice of the District and will be done only out of necessity.
- Resignations and retirements that are received **prior to February 28** and are effective at the end of the
- school year will be posted on the District's website by March 15. All other openings will follow regular
- 1076 CBA language of being posted within five (5) days of Board approval.

Definitions of Terms

- Vacancy: a position that has been permanently vacated, or one that has been newly created. The
- 1079 Association will be notified when vacancies are verified through the staffing and budgeting process.
- Vacancies will be posted within five (5) days of the Board's approval of the retirement or
- resignation. The District and Association must agree to a delay of more than five (5) days on any
- 1082 posting.

- Assignment: an employee's placement in a particular grade level, subject area(s) and subject sections
- 1084 (specific courses), or specialty area within a building.
- Reassignment: a change in an employee's assignment other than a minor change (as defined above).
- 1086 Transfer: a change of an employee's worksite which may or may not involve reassignment.
- Employee transfer/reassignment request: initiated by the employee for a change in assignment in the
- same building, or in a different building.
- 1089 Administrative transfer/reassignment: an administratively-initiated change in department, grade level,
- subject matter, or building.
- Seniority in this section only, is defined as the total number of years teaching in the District. When
- employees have equal seniority, the date of hire will be the determining factor. If the date of hire is the
- same, the determining factor will be the date and time on the recommendation for hire form filled out by
- the building administrator.
- Where the District's action would not contradict the intent of this section, the Association recognizes
- that the District gets to determine the required and preferred qualifications for positions posted under
- this CBA. The District agrees to limit the required qualifications to certifications and endorsements for
- the majority of these positions.
- The District and the Association agree there may be cases when requirements for internal candidates
- beyond certification and endorsement may be desirable and beneficial for special positions. Additional

- qualifications will be limited to language requirements (bilingual, Dual Language), specific Special
- Education training (behavioral, autism), minors in content areas, or majors in content areas. These
- qualifications will only be used for the essential functions of the job. The Association may review job
- postings and contact the Human Resources department should it have a concern.
- For employees holding a K-8 certification, the District will consider them qualified to apply for any
- middle school position that does not contain classes that are taught for high school credit.
- In addition, if an employee does not have an endorsement in a specific subject area (e.g. math) but does
- have a K-8 endorsement and has successfully taught a course in that subject area for high school credit
- in the past five (5) years, he or she will be eligible to transfer into a similar position that includes the
- same or similar courses for high school credit, as agreed on by the District and the Association.
- 1111 If more than one (1) employee meets the required qualifications, the most senior employee will get the
- 1112 position.

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Ties in Seniority

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

District Seniority List

- The District will keep seniority records and administer the seniority lists pertinent to assignment and
- transfer. The District will retain copies of the seniority list and make the list available to the Association,
- the Human Resources Office, and to employees by April 15 of each school year so appropriate transfers
- 1126 to vacant positions may occur.
- The District will provide requested information to the Association when issues arise from individual
- 1128 employees.

Internal Hiring Practices

- When a vacancy is made available, internal candidates who have applied for specific positions will be
- offered those positions before outside candidates as long as qualifications are met under the definition of
- 1132 Qualifications outlined in this section. Vacancies will be filled in-building first, followed by in-District
- 1133 candidates.

In-building/In-District Placement Procedure

- A principal will notify the Association and all building staff by e-mail of vacant positions within the
- building as soon as they are available for posting.
- In-building/In-District employees will have eight (8) school days, or eight (8) working days during
- the summer to apply for a vacant position through the online application system.
- An employee may choose, but will not be required, to meet with the building administrator to
- understand the building practices, procedures, and initiatives specific to the position to which he or she
- is applying.

- 1142 After eight (8) days, if an in-building employee is qualified for the position, the principal will offer the
- employee the position. In the case that more than one in-building employee is interested in a position,
- the position will be offered to the qualified and senior employee.
- If a position is not filled in-building after the eight (8) day period, the position will be offered to the
- qualified, most senior in-District applicant, if any.
- Employees with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed on by
- the District and Association.

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Spring and Summer Hiring Guidelines

- Prior to summer break, no earlier than May 15 but before the last day of the school year, the
- Human Resources Department will e-mail a reminder to all staff to watch the District website for
- openings in District buildings.
- Normal hiring procedures will be followed during summer break.
- Positions posted on or after the sixth day after the final day of school with students will simultaneously
- open to internal and external candidates. For candidate outside the District, screening and hiring for
- positions posted on or after the sixth day after the final day of school with students will be based on job
- 1157 qualifications and reference checks.
- Hiring will revert to CBA language in the section "Internal Hiring Practices and In-building/In-District
- Placement Procedure" on the first Professional Development Day of the school year. The Association
- and the District may agree to fill open positions during the current, rather than the subsequent,
- school year for vacancies filled on or after the first Professional Development Day.
- Principals will be required to post all open positions within five (5) days of the Board's approval of a
- retirement or resignation.
- An employee may choose, but will not be required, to meet with a building administrator to understand
- the building practices, procedures, and initiatives specific to the position for which he or she is applying.

Procedures for Opening a New School

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

- The proposed organizational plan of the school will be placed on file and sent to the Association **prior to positions being posted in the Human Resources Department** as per the Assistant Superintendent of Human Resources.
- The organizational plan will set forth the number of positions at the new site together with required qualifications for each position.
- A Core Team will be developed by the new building principal, the Assistant Superintendent of Human Resources, and the Association.
- The Core Team members will be agreed on by representatives of the District and Association and will be appropriate to the level and size of the school being opened.
- A written application will be developed by the principal, Assistant Superintendent of Human Resources or designee, the Association President and designee, thus allowing four (4) total.
- Employees will be ranked and selected in order of qualifications, seniority and interest by a committee consisting of the principal; administrative representative; and two (2) Association representatives, to be appointed by the Association President.
- The Core Team will receive per-diem rate of pay for any meetings scheduled by the principal outside of the workday.

- The remainder of the positions for the new school will be posted by a agreed-on date and filled in accordance with provisions of this CBA used for all vacancies.
- A set daily schedule, in compliance with the CBA, that includes, but is not limited to, a prep rotation schedule, recess schedule, and lunch schedule will be provided to the employees a minimum of seven (7) days prior to the first day of school.
- Members of the new building will receive three (3) additional paid days for planning, preparations, and collaboration.

Vacancies for the Subsequent School Year

- 1193 A principal will notify the Association and all building staff by e-mail of vacant positions for the
- subsequent school year within the building as soon as the positions are available for posting.
- In-building/In-District employees will have eight (8) school days, or eight (8) working days during
- the summer to apply for a vacant position through the online application system.
- An employee may choose, but will not be required, to meet with the building administrator to
- understand the building practices, procedures, and initiatives specific to the position to which he or she
- is applying.

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- 1200 After eight (8) days, if an in-building employee is qualified for the position, the principal will offer the
- employee the position. In the case that more than one (1) in-building employee is interested in a
- position, the position will be offered to the qualified and senior employee.
- 1203 If a position is not filled in-building after the eight-day period, the position will be offered to the
- 1204 qualified, most senior in-District applicant, if any.
- Employees with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed on by
- the District and Association.

Vacancies During the School Year

- All transfers/reassignments will take place at the beginning of the school year.
- 1209 Vacancies will be filled at the beginning of the following year with internal candidates before any
- outside candidates, as long as qualifications are met under the definition of Qualifications outlined in
- this section. Vacancies will be filled in-building first, followed by in-District candidates.
- 1212 An employee may choose, but will not be required, to meet with the building administrator to
- understand the building practices, procedures, and initiatives specific to the position to which he or she
- is applying.
- 1215 If a leave is granted during the school year, that position will be filled with an employee on a non-
- 1216 continuing leave replacement contract.
- The District will post vacancies occurring **during the school year** as soon as these vacancies are known.
- 1218 If a District employee is selected for a vacancy during the school year, he or she will be
- transferred/reassigned at the beginning of the next school year. The District may fill the vacancy with
- a non-continuing leave replacement contract employee (RCW 28A.405.900) provided there will be no
- more employees on a non-continuing contract than on leave.
- 1222 A vacancy no in-District employee applies for or is qualified for will be filled with a regular, certificated
- employee. Vacancies will be posted for at least five (5) days prior to filling the position. A copy will
- be sent to the Association and posted by e-mail in each building.

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

- Employees applying for transfer/reassignment to a vacancy will be considered on the basis of
- 1229 qualifications and seniority.
- When a position has been filled, the Human Resources Office will notify, in writing, each employee
- whose request for transfer/reassignment was not granted within five (5) days of the closing date.
- Employees have the right to request the specific reason they were not selected for a position.

Administrative Transfers/Reassignments

- Notice of an administrative transfer/reassignment will be given to the affected employee as soon as the
- decision to transfer is determined. If no employee is affected due to lack of qualifications, the least-
- senior employee will be selected as long as academic program requirements can be met.
- 1237 An administrative transfer/reassignment will be made after the affected employee has been personally
- 1238 contacted by the building principal or Human Resources administrator and told the specific reasons for
- being selected for a transfer/reassignment. A transferred/reassigned employee is entitled to discuss his or
- her personal desire at that time.
- An employee selected for an administrative transfer/reassignment during the school year will be
- released from teaching for up to three (3) days or an employee may choose to be provided the greater of
- three (3) days of per-diem or curriculum pay, at the employee's option, to prepare for the new
- assignment. The preparation time must be scheduled within one (1) week of the transfer date. An
- employee who is transferred **during the school year** will be provided the assistance of the Maintenance
- and Operations Department as needed to help move instructional materials.
- When an employee is involuntarily transferred/reassigned outside of the school year, he or she will be
- reimbursed for the move according to the following: 10 hours at the greater of curriculum or per-diem
- rate for out-of-building transfers and 7.5 hours at the greater of curriculum or per-diem rate for in-
- building reassignment. For employees who have large amounts of curriculum materials and supplies to
- move like librarians and P.E. teachers additional time will be granted.
- When a school moves out if its existing building or back into its remodeled building, employees will be
- paid 15 hours at the greater of curriculum or per-diem rate for packing and moving preparations of their
- personal items only. Employees will not be required to pack District items and materials. Those
- employees who have large amounts of District curriculum materials and supplies to move like
- librarians and P.E. teachers will be granted additional time at the District's discretion.
- When opening a new school creates a loss of positions at other buildings, the Superintendent or his or
- her designee will place on file in the Human Resources Department the proposed staffing plan of the
- school as soon as the plan is available. An organizational plan will be developed to determine the
- estimated positions at the new school, along with the qualifications of each position. The District and the
- 1261 Association will meet to determine appropriate procedures for identification of employees to be
- 1262 considered for transfer, should any deviation from the procedures specified above be deemed necessary
- by the parties.

1264 Article V – Reduction In Force

- 1265 If the District anticipates a significant loss in revenue, a Reduction In Force (RIF) may be instituted.
- Prior to eliminating certificated positions, both parties will review and negotiate all elements of the
- 1267 CBA funded by sources other than the State Basic Education Act (BEA) funding.
- Reductions will not be made without a thorough review of programs and options available. The Board
- will notify the Association of the proposed layoff by May 15 and will provide to the Association a
- report of the financial situation, anticipated program changes, and needed staffing levels.
- 1271 Certificated employees returning from leave must be rehired. However, these employees are subject to
- the layoff and recall provisions on the same basis as any other certificated employee. These
- determinations are based on seniority, as specified in the layoff and recall provision in this CBA.
- 1274 The term "layoff" means placing bargaining unit members on unemployed status due to economic
- 1275 necessity.

Layoff Procedure

- 1277 A RIF will be determined by State seniority. All retire/rehire and non-continuing contract employee
- positions will not be rehired **prior to a RIF**. The least senior certificated employee(s) will be laid off
- 1279 first.

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- Seniority, in this section only, is defined as the total number of years teaching in the State of
- Washington and will be computed by the District. Seniority for part-time certificated employees will be
- credited on the same basis as their percentage of employment i.e., half-time employment for a full year
- yields one-half year of seniority.
- The District will compile and publish a State seniority list by March 1. The State seniority list will be
- available to employees in the Human Resources section of the staff intranet.
- 1286 Challenges to seniority placement will be made in writing to the Human Resources Department by
- March 31. A corrected seniority list will be published and will be made available to employees in the
- Human Resources section of the staff intranet by April 15.

Ties in Seniority

- When certificated employees have equal State seniority, the following ranked criteria will be used to break ties:
- 1) District seniority: date and time on the recommendation for hire form filled out by the building administrator. For pre-1984-85 contracts, the start date of the contract will be used. For 1984-85 to the present, the date on the letter of intent to hire will be used.
 - 2) Drawing lots: the employee will place his or her name into a hat/drawing box and a neutral party will draw a name. Date and time of drawing of lots will be communicated to all affected employees.
- The Board will notify in writing by May 15 those employees who will be laid off.
- 1298 An employee receiving written notification of layoff will retain an employment relationship with the
- 1299 District and automatically be placed on layoff and recall status. Credit for education acquired during that
- 1300 year will be granted.
- 1301 Acceptance of contract employment as a certificated employee in another school district while on layoff
- status will constitute an automatic termination of the employment relationship, as defined in this CBA,
- and the employee will notify the District by registered letter or by personally contacting the District
- Human Resources Department. The District will hire no certificated employee from outside the

- bargaining unit until all certificated employees on layoff status have been determined to be unqualified
- for the position.
- Employment of substitutes will come from certificated employees on layoff status, except in cases when
- no certificated employee is available and qualified for the position. There will be no challenge to the
- unemployment compensation of bargaining unit member on layoff status who declines casual substitute
- employment, except individuals who have been accepting substitute employment.
- 1311 At the request of an employee, the District will make provision to continue an employee's participation
- in District group insurance programs. The employee will pay the entire premium to the District
- 1313 **Payroll Office monthly**, as required by the Payroll Office.

1314 Evaluation Notation

- 1315 If an employee is assigned outside his or her major endorsement(s) or certification as a result of no other
- employee on layoff being qualified, he or she will have a notation placed on the annual evaluation form
- stating the assignment is an emergency assignment outside his or her endorsement(s) or certification.
- 1318 Recall
- Recall will be by seniority order, according to the curriculum areas and/or elementary levels for which
- the employee is qualified. The District will give written notice of recall by sending a registered letter to
- the employee at his or her last known address. It will be the responsibility of the employee to notify the
- District of change of address. A notified employee will respond whether he or she accepts or rejects the
- position within 10 working days from receipt of the notice.
- All continuing and provisional employees will be recalled **prior to non-continuing and substitute**
- employees.

1326 Article VI – Leaves

Leave Request Process

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1328 1329 1330 1331	All Leaves of Absence, Extended Medical Leaves, Parental, Adoption and Maternity Leave requests should be submitted via the appropriate form/format at least 30 days prior to the anticipated start date unless the leave is emergent in nature. The District may require documentation supporting the need for a leave that starts or stops without the 30 days' notice.
1332 1333 1334 1335 1336	The Human Resources Department may require a physician's statement of illness when an employee misses five (5) or more consecutive days of work or five (5) days of work within a 30-day work period. If an employee exhibits a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence.
1337	Sick Leave
1338 1339 1340 1341	As used in this section, employee's "relative" means the employee's spouse, domestic partner, child, stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage. "Household members" means people who reside in the same house as a family unit. This term includes foster children and legal wards, even if they do not live in the same household.
1342 1343 1344 1345	Twelve days of leave per year will be credited on the September payroll to employees and will accumulate to a maximum of 180 days without deduction of salary for illness (mental and/or physical), injury, or emergencies. Employees from within the State will be granted leave credit according to State laws that provide for transfer of accumulated leave from the previous district.
1346 1347 1348 1349 1350 1351	An employee who has exhausted sick leave as a result of a major extended illness that could result in temporary or permanent disability will be granted leave with only the amount of the substitute's pay deducted from the employee's salary for a period of no more than 60 contract days. This provision is available for application by an individual employee every three (3) years. Even if the substitute's pay exceeds the employee's salary, the District will still continue to pay the employee's benefits for the remainder of the 60 days.
1352 1353 1354 1355	Sick leave will be granted to employees, as needed, for unexpected emergencies that require immediate action. Emergencies could include the need to handle business that arises as a result of the death of a relative or household member, as defined in this section. Employees may be required to provide proof of death.
1356	Federal and State Leave Laws
1357 1358 1359	The District will comply with all provisions of the Washington Paid Family and Medical Leave Law (PFML), Washington Pregnancy Disability Leave, the Federal Family Medical Leave Act, and other applicable laws.
1360 1361	The weeks/days of the benefit periods for State and Federal leaves will be counted only for workdays, exclusive of weekends, holidays, and school breaks.
1362 1363	Leave periods under the various State and Federal laws will run consecutively with contractual, Federal, or State leaves at the employee's election.
1364 1365	An employee may choose, but not be required, to exhaust all or part of his or her contractual paid leave benefits before using leave provided by State or Federal family leave laws.

An employee may choose to run sick leave benefits consecutive to State and Federal leave laws.

- When accessing PFML, an employee may use accumulated sick leave to make up the difference
- between the PFML benefit and the employee's regular compensation.
- 1369 The employee will be returned to the same or similar certificated position when he or she returns to
- 1370 work.

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1371 Sick Leave Cash-out

- Employees may cash in unused sick leave above an accumulation of 60 days from the previous years'
- accumulation at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave
- days. At the employee's' option, he or she can cash out his or her unused sick leave days in January of
- the school year following any year in which a minimum of 60 days of sick leave is accrued, and each
- January thereafter at the rate of one (1) day's monetary compensation of the employee for each four (4)
- full days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days for
- each day compensated. No employee may receive compensation for sick leave accumulated in excess of
- one (1) day per month.
- 1380 At the time of separation from District employment due to retirement or death, an eligible employee or
- the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary
- compensation of the employee for each four (4) days of accrued sick leave for illness or injury. In this
- provision, retirement is defined as when an employee is eligible to receive benefits under Washington
- 1384 State Employees Retirement System.
- All sick leave will be cashed out as allowed by RCW 28A.400.210 and RCW 28A.400.212.

Sick Leave Sharing

In accordance with **RCW 41.04.665**, an employee is eligible for sick leave sharing if:

- the employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
- the employee has been called to service in the uniformed services;
- the employee is a current member of the uniformed services or is a veteran as defined under **RCW 41.04.005**, and is attending medical appointments or treatments for a service connected injury or disability;
- the employee is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointment or treatment;
- the employee is a victim of domestic violence, sexual assault, or stalking;
- the employee needs the time for parental leave; or is sick or temporarily disabled because 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.
- 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.
 - 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 shared 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 is likely to deplete, 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 75 hours of sick leave may donate 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 75 hours.
 - No employee will receive more than 180 days of donated leave per contract year.
 - 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.
 - Except for the procedures in the third bullet above, the donor will be required to execute a waiver to ask for the return of his or her donated leave.
 - If a shared leave account is closed and an employee later has a documented need to use shared leave due to the same condition, the District will approve a new shared leave request for the employee. The employee will provide information on the expected duration from their medical provider.
 - Contributions of sick leave will be voluntary, and donors' and non-donors' names will be confidential.

Maternity Leave

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- An employee requesting maternity leave will give written notice to the District at least 30 days prior to
- 1439 **the commencement of the leave.** The written request for maternity leave should include a statement
- about the expected date of return to employment. The leave will commence and terminate at the
- 1441 discretion of the employee, in consultation with the medical provider. Papers for the applicable State or
- 1442 Federal leaves will be sent to the employee, to be completed by the employee and the medical provider.
- An employee may take leave in accordance with the applicable State and Federal leave laws. An
- employee who has paid leave available may use any or all his or her leave. Paid leave includes both
- personal and sick leave. During that time, health benefits will continue.
- 1446 If the paid days are exhausted, the employee will be eligible for shared leave. If the shared leave is
- exhausted, the employee will receive unpaid leave through the applicable State and Federal leave laws.
- The benefits will be covered for the period of any applicable State or Federal leave. The District's
- portion of insurance premiums will be covered for the period of any applicable State or Federal leave. If
- sick leave has been exhausted, the employee will be eligible for shared leave.
- For employees who qualify for birth/pregnancy disability, the District will work with them and their
- medical provider to ensure compliance with appropriate State law.

Parental Leave

- Employees who have a newborn child but do not qualify for maternity leave may access sick leave, sick
- leave sharing, and other applicable State and Federal laws. The employee must notify the District as

soon as possible about the intended day for commencement of the leave. The employee will be eligible

for shared leave. Once the shared leave is exhausted, the employee will receive unpaid leave, in

accordance with applicable State and Federal leave laws.

Adoption Leave

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- Employees requesting adoption leave will provide to the District a statement about their expected date of
- return to work. Given the uncertainty of timelines in adoptions, employees will try to give the District a
- minimum of two (2) weeks' notice of their need for adoption leave, and the District will make every
- effort to cooperate with employees' requests for adoption leave.
- Employees returning from adoption leave at the beginning of the subsequent school year will be
- placed in their former positions. An adopting parent may use sick leave and/or personal leave during
- the benefit periods in accordance with applicable State and Federal leave laws, when his or her sick
- leave and/or personal leave is exhausted, he or she will be eligible for shared leave. If shared leave is
- exhausted, employees will use unpaid leave, at their discretion, in accordance with applicable State and
- 1469 Federal leave laws. More unpaid leave may be granted if circumstances require and the adopting parent
- requests an extension.
- 1471 If both adopting parents are employed by the District, they will access adoption leave in accordance with
- applicable State and Federal leave laws, to be divided at their discretion.

Bereavement Leave

- One (1) to five (5) contract days will be granted, without deduction of salary, for bereavement leave
- when this leave is occasioned by the death of a relative or personal friend. Time for the funeral of a
- personal friend will be arranged with the principal. Proof of death may be required by the Human
- 1477 Resources Department. When a substitute is required, five (5) contract days will be the equivalent of
- 1478 37.5 hours and must be used in increments of 3.75 or 7.5 hours.

Personal Leave Days

- An employee will be entitled to a maximum of three (3) days of personal leave with pay, provided the
- building principal is notified at least three (3) contract days before the expected absence. The three-day
- requirement will be waived at the discretion of the Assistant Superintendent of Human Resources when
- an employee has a valid reason why notice is not possible. Employees with family members (as defined
- in Section 15: Leaves) on military leave will be granted personal leave without regard to notice or
- maximum numbers of people on leave per building.
- 1486 The number of employees at each school who may be gone for personal leave on any given day is as
- follows: three (3) employees per school with under 40 certificated staff, four (4) employees per school
- between 41-60 certificated staff, and six (6) employees per school with 61 or greater certificated staff.
- 1489 Additional employees may be granted leave if their absence can be voluntarily covered internally by
- other in-building Association members.
- Employees are strongly encouraged not to take personal leave during the month of May and on the
- 1492 first and last days of school.
- Employees may elect to bank three (3) personal leave days for two (2) consecutive years, not to exceed
- 1494 five (5) banked days. A maximum of five (5) days may be used consecutively. All unused personal days
- will be automatically cashed out at the employee's per-diem rate at the end of each school year unless
- the employee notifies the District of his or her intent to bank the unused days. When an employee
- chooses to bank days, remaining days that would exceed the banking limit will be automatically cashed
- out at the employee's per-diem rate. Employees who bank personal leave must fill out a District form
- each year.

- Example: an employee who banks two (2) personal days in year one and three (3) personal days in year two (or vice-versa) will have a total of eight (8) days in year three five (5) banked, plus three (3) current personal days.
- Employees who notify the District of their intent to retire or resign **no later than March 15** will be granted a fourth personal day on receipt of the letter and approval by the Board. This day may be cashed out at per-diem rate at the end of the year. The intent to retire or resign letter should specify whether the employee is choosing to use the day or take the cash out. The fourth personal day will be paid **in the**
- 1507 June paycheck.

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Jury Duty and Subpoena Leave

- Leaves with pay will be granted for jury duty. Employees will notify the District when notification to serve jury duty is received.
- Leaves with pay will be granted when an employee is subpoenaed to appear in a court of law.

Leaves of Absence

- 1513 The Board may grant a leave of absence of up to one (1) year to employees at the recommendation of
- the Superintendent. The leave may be renewed for a second year by written request to the Board.
- 1515 Teachers On Special Assignment (TOSAs) are not subject to the two-year limit on leaves.
- 1516 A leave of absence, if granted, will state the provisions for re-employment. An employee who has been
- granted a leave will be re-employed in the same or a similar position, provided the District contacts the
- employee on leave **no later than March 1** of the year in which he or she is to return. The employee will
- notify the District of his or her intent to return to employment with the District **no later than March 15**
- of the year in which he or she will return. Leaves of absence requested after March 15 will be given an
- 1521 "intent to return" notification deadline on an individual basis. The employee will be given a minimum of
- 1522 10 working days to respond.

Political Leave

- On written request to the Board, an employee will be granted political leave, in accordance with the following provisions:
 - With two (2) weeks' notice, an employee who is a candidate for a political office will be granted a leave to campaign for the office, not to exceed 10 contract days without pay.
 - The Board will extend a leave without pay to an employee who is elected to a political office to allow that employee the time to perform all the official responsibilities and duties of his or her office.
 - At the conclusion of a political leave, the employee will be returned to the same position.

Leaves for Professional Meetings and Travel

- 1533 The Superintendent or designee may grant leaves with pay to employees to attend conferences,
- 1534 workshops, and conventions, if those meetings are for the improvement of curriculum and/or instruction.
- Requests to attend professional meetings will be made in writing to the Superintendent or designee **no**
- less than two (2) weeks prior to the date of the meeting, with prior approval by the building principal.
- 1537 With prior approval, personal expenses incurred for these meetings will be reimbursed according to
- District policy following submission of an itemized expense voucher.

Association Leave

- 1540 The Board will grant leaves to officers; chairmen; Executive Board members; any members elected to
- local, State, or national positions; and any other member with specific responsibilities related to the
- purpose of the release to participate in Association business.
- 1543 The Association will reimburse the District for substitute pay and benefits, where applicable, by
- employees attending these meetings.
- 1545 The Association President will notify the Superintendent and building principal of employee(s) who will
- be in attendance at an Association meeting at least five (5) workdays prior to the date of the meeting.
- 1547 The Superintendent may approve a shorter period of notice under unusual circumstances.
- 1548 The Association President will be considered a full-time employee of the District and will be under full
- 1549 contract with full benefits. Leave for the Association President does not fall under the two-year time
- limit for other leaves.
- 1551 The Association President will be released from regular duties for Association business 100 percent of
- the time. The Association will reimburse the District for 100 percent of the Association President's
- salary, benefits, and retirement. The retirement portion will conform to the rules of the Washington State
- 1554 Employee Retirement System.
- After completing his or her term, the Association President will have the option to return to the same
- position held, or a position that was applied for and secured, before taking the position as Association
- 1557 President.
- Other Association leaves, and the length of those leaves, will be considered on an individual basis.

Article VII – Instruction 1559 **Section 1: Professional Development** 1560 1561 The Board and Association recognize the need for professional growth and development. The District 1562 will maintain a program of professional development opportunities using resources available in the 1563 District and outside the District. The District will continue as an approved education agency, as 1564 recognized by the Professional Educators Standards Board. District Professional Development Committee 1565 1566 A District Professional Development Committee will be established to: 1567 survey District/employee needs make District professional development recommendations 1568 1569 help develop and guide professional development courses coordinate the annual District professional development conference 1570 support building professional development coordinators in their work at the building level 1571 1572 coordinate and share with staff any District professional development opportunities 1573 provide input to District and Association bargaining teams in issues related to staff development encourage professional growth 1574 1575 The District Professional Development Committee will have funds available to provide release time for 1576 committee members, as well as other committee needs, depending on the availability of substitutes. The 1577 Staff Development and Assessment Coordinator will submit proposals for approval. 1578 The District Professional Development Committee will be composed of three (3) elementary employees, 1579 who must be regular classroom teachers; one (1) middle school employee; one (1) high school 1580 employee; one (1) librarian; one (1) Special Education employee; one (1) Career and Technical 1581 Education or other special interest employee; three (3) building principals (representing one (1) 1582 elementary, one (1) middle, and one (1) high school); and two (2) central office administrators. The 1583 Association President and District Professional Development Coordinator will jointly appoint all 1584 Committee members. Any proposed member not jointly accepted will not serve on the Committee. Each 1585 person selected will serve a two-year term. People may be reappointed once to a consecutive term. Non-1586 voting members may be appointed, as agreed to by the Committee. This Committee will meet during the school day or outside the contract day with compensation at curriculum rate for a minimum of 1587 five (5) times during the school year. 1588 **Curriculum Expenses** 1589 1590 The District will provide curriculum and all necessary materials, including additional/supplementary 1591 materials and instructional supplies/materials, to employees who teach the curriculum. Instructional 1592 supplies are both consumable and non-consumable, and students will have access to District-approved 1593 curriculum (i.e., science kit materials, headphones, mics, computer mice, etc.) to achieve State 1594 standards. 1595 Building administrators will ensure there is a process to request supplies and consult with building staff 1596 and the Curriculum Department to determine materials for the classroom level.

If curriculum requires translation, the District will translate the materials at appropriate grade and/or

developmental levels. If an employee requests to have other supplemental materials translated, the

District will determine whether materials need to be delivered in a timely manner.

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If an employee offers to translate the materials and the District agrees, the District will compensate the employee at the curriculum rate.

Building Staff Development Coordinators

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

Professional Development Funds

- 1606 Each building will have \$75 per bargaining unit member FTE to fund buildings' professional
- development needs. Nurses; Juvenile Justice Center employees; alternative program employees; and
- 1608 Keewaydin Discovery Center, Legacy High School, and Phoenix High School employees will receive
- 1609 \$100 per FTE.

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- Building professional development funds may be used to provide release time or curriculum-rate
- stipends for building staff, contract with outside presenters, purchase professional materials for staff use,
- or pay expenses for conference registration and travel. The intent of the building funds is to support
- building-wide professional development.
- 1614 The building principal/supervisor and the Association representatives from the building, in consultation
- with the Association President, will collaboratively select an employee who will serve as the Building
- 1616 Professional Development Coordinator on an annual basis.
- Building site councils will manage the building professional development funds.
- 1618 Itinerants from Special Services, Nurses, and bargaining unit employees assigned to more than one (1)
- building will work within their groups and with their supervisors to manage the professional
- development funds.

Voluntary Participation

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

Professional Learning Communities (PLCs)

- The purpose of PLC time is to provide time for employees to collaborate on standards-aligned learning,
- assessment, data analysis, intervention, and enrichment to support classroom, team, school, and District
- 1629 goals.

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- 1630 Employees who do not have access to a PLC group in their content area will have the opportunity to
- discuss options with a supervisor to fulfill their instructional planning needs.
- Administrators should collaborate with and support, but not lead or direct, PLC teams.
- PLC teams will keep records so team members can remember, share, plan, communicate, and revise
- their work. Records include notes about discussions; goals (i.e., TPEP, SIP, grade-level); progress; and
- decisions.

Section 2: Peer Assistance and Resources (PAR)

- 1637 These guidelines are intended to be liberally construed and implemented to treat employees fairly and to
- 1638 comply with all statutory and legal obligations. It is anticipated that as these guidelines are implemented
- they may be adjusted by the PAR Panel, at all times being mindful of any affected employee's rights, the
- 1640 CBA, and the applicable statutory requirements.

- 1641 The PAR Program has two (2) major roles:
- The Beginning Employee program seeks to assist employees in their first year with the District by refining their skills and helping them learn District goals, curriculum, and structure. A Consulting Peer Educator (CPE) assists each District employee who is new to teaching. The building principal or supervisor conduct the initial evaluation of the new employee's performance.
 - The Intervention Assistance Program seeks to assist provisional employees who exhibit serious performance deficiencies. Employees with continuing contracts who would like assistance may refer themselves to the program, but they will not be subject to probation or non-renewal as a result of self-referral.
- The Peer Assistance and Resources Program (PAR) will be for provisional employees only. The District and Association may agree to extend PAR services to continuing employees on a case-by-case basis.
- The PAR Program is initiated between the Association and the District. The parties may modify these guidelines at any time based on recommendations from the PAR Panel.

Peer Assistance and Resources Panel (PAR Panel)

- 1655 The PAR Panel serves as the governing body for the program and determines program guidelines
- 1656 consistent with the terms of the CBA. It consists of the Association President, three (3) employees
- selected by the Association, the Assistant Superintendent of Human Resources, and two (2)
- administrators selected by the Superintendent. The Assistant Superintendent of Human Resources and
- the Association President will be the panel's co-chairs. Minutes will be kept for each meeting. The
- Superintendent will be a non-voting member of the panel.
- The normal term of service of PAR Panel members is four (4) years. The terms of office for the PAR
- Panel members, who are appointed by the Association President, may be staggered to provide
- 1663 consistency and stability. Each PAR Panel member will be paid an annual stipend of \$200 for a total of
- 1664 four (4) meetings per year.
- 1665 The Assistant Superintendent of Human Resources and the Association President will be responsible for
- the day-to-day operation of the program (i.e., providing agendas, distributing minutes, making meeting
- arrangements, etc.) as well as tasks delegated by the Panel that do not involve making decisions
- 1668 concerning CPE cases.

Consulting Peer Educators (CPEs)

- Becoming a CPE is a major commitment. CPEs will remain in the position for the entire term of their
- appointments, and co-curricular or extracurricular responsibilities should not interfere with their CPE
- duties. Any conflicts will be resolved by the PAR Panel.
- 1673 CPEs will receive an annual budget of \$3,300 to purchase supplies and other materials for the PAR
- 1674 Program.

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- 1675 The PAR Program will have sufficient CPEs to create a ratio of 15-20 employees per CPE. Over the
- 1676 course of each year of the CBA, the PAR Panel will analyze the caseload language and make
- recommendations to the District and Association bargaining teams regarding any possible adjustments to
- the numbers of CPEs.

CPE Selection Criteria

- 1680 Criteria for selection of CPEs include the following:
 - is a current employee in the District on a continuing contract with a minimum of five (5) years' total teaching experience, with at least three (3) years in the District
 - demonstrates outstanding classroom teaching ability

- demonstrates talent in written and oral communications
- demonstrates the ability to work cooperatively and effectively with professional staff
 - has extensive knowledge of a variety of classroom management and instructional techniques
 - has the documented support of colleagues and his or her building principal
 - has the ability to provide and model expectations of high standards of professional practice while demonstrating compassion for the person

CPE Selection Process

- At any time the District and Association recognize the need, they can jointly notify all employees in the
- District that the PAR Panel is seeking nominations for CPEs. Nomination forms for CPEs will be
- available from the Assistant Superintendent of Human Resources or the Association. Any employee or
- District employee may submit a nomination form to the Assistant Superintendent of Human Resources
- with the name of an employee he or she is nominating as a CPE candidate. An employee may not self-
- 1696 nominate.

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- All employees who have a nomination submitted on their behalf will receive from the Assistant
- Superintendent of Human Resources and the Association President a joint invitation to apply for the
- position of CPE. The invitation will contain the application form, an explanation of the process,
- 1700 recommendation forms, and a copy of these guidelines. Any employee who receives a joint invitation
- may consult with the Assistant Superintendent of Human Resources or the Association concerning the
- process for application, requirements of the position, and other procedural matters.
- All employees who have received a joint invitation to apply may submit a completed application form to
- the Assistant Superintendent of Human Resources within the established timelines. In addition to
- submitting a completed application form, each applicant will submit the following documents directly to
- the Assistant Superintendent of Human Resources for the application to be considered:
 - a written recommendation from his or her building principal or immediate supervisor
 - recommendations from two (2) other employees from his or her building or program
- a recommendation from the senior building representative
- 1710 The PAR Panel will review received applications and identify those employees who have met the
- application requirements. The panel will select CPE(s) from the group of applicants using a process
- established by the Panel. All applications and references will be treated with strict confidentiality.
- 1713 Applicants who are not accepted as CPEs will be notified.

1714 **CPE Length of Assignment**

- 1715 The length of assignment for CPEs will be four (4) years, barring extraordinary circumstances that
- 1716 require the PAR Panel to replace a CPE prior to the end of his or her term, or if caseloads rise to the
- point of needing additional CPEs and the PAR Panel chooses to extend a term.
- 1718 Selected CPEs will continue in that role for four (4) consecutive years. No CPE may apply for a second
- 1719 consecutive four-year term. No CPE who has been selected as a replacement for a CPE may continue in
- that role for longer than four (4) years. The length of the CPE assignment may be adjusted, as
- determined by the PAR Panel, and will be dependent on criteria, like how many employees are serving
- in that role. If there are enough employees anticipated by spring projections to require a fifth CPE, a
- mentor may be asked to remain as a CPE for a fifth year, as determined by the PAR Panel.

Part-time CPE Positions for Special Programs

- 1725 The PAR Panel may appoint temporary, part-time CPEs in Special Education, bilingual, and other areas
- with a small number of employees participating. These CPEs will be bargaining unit employees and will
- receive a stipend up to \$1,500, if two (2) employees are being assisted, and up to \$1,000, if one (1)

- 1728 employee is being assisted. He or she will be allocated up to 12 days of release time per employee being
- 1729 assisted. He or she will assume all the duties of a CPE. If an employee serves as a .5 FTE or greater part-
- 1730 time CPE for one (1) year, his or her time as a CPE will be counted as one (1) of the four (4) contractual
- 1731 years. A full-time CPE will be assigned to assist these CPEs, if possible. After four (4) years, the part-
- 1732 time CPE may reapply for the position.

1733 Return of CPE to the Classroom

- 1734 On completion of his or her assignment, a CPE will be given the same consideration for returning to the
- 1735 position of his or her last assignment as if he or she had been on active duty.
- 1736 The PAR Panel may return any CPE to his or her previous position in accordance with the above at any
- 1737 time following a conference with the CPE to discuss the reason(s) for the reassignment. This may occur
- 1738 because of changes in the subject areas and grade levels of employees participating in the PAR Program
- 1739 or because of concerns about the CPE's work performance.
- 1740 If a CPE, because of a reduction in caseload, is returned to his or her previous position and there is more
- 1741 than one (1) CPE in that area, the decision will be made based on seniority as a CPE, with the least-
- 1742 senior CPE being returned to the classroom.
- 1743 A CPE will not be selected for an administrative position within the District for at least one (1) school
- 1744 **year** after serving as a CPE, except by the joint consent of the Association and District.

CPE Compensation 1745

- 1746 A CPE will be paid in accordance with the negotiated employee salary schedule and all other provisions
- of this CBA. Additionally, a CPE will receive a \$5,000 annual stipend for assuming the responsibilities 1747
- 1748 of a CPE. All personnel issues associated with a CPE (i.e., sick leave, requests for leaves, absence) will
- 1749 be reported to the Assistant Superintendent of Human Resources.

1750 **CPE Caseloads**

- 1751 The PAR Panel will consider 15-20 new employees per CPE opening. If target numbers are exceeded,
- 1752 the CPEs may consult with the PAR Panel to determine what measures can be taken to address the issue,
- 1753 like keeping a CPE an additional year or hiring a trained mentor for part-to-full-time or adding two (2)
- 1754 new CPEs in one (1) year.
- 1755 All beginning employees without prior experience in their first year under contract with the District will
- 1756 be assigned to a CPE. New hires whose prior experiences as educators are recent and whose current
- 1757 practices are successful, as well as experienced educators who self-refer, may be included in the
- 1758 program, if CPE caseloads are not exceeded.
- 1759 Beginning employees who teach multiple subjects at the middle school and high school levels will be
- 1760 assigned only one (1) CPE.

Induction Classes and National Board Classes

- 1762 During the year that a new, eligible, District employee receives services from the PAR Program, he
- 1763 or she will also be eligible to participate in the District's Induction class. Employees who attend
- 1764 induction classes outside the normal workday will receive clock hours without charge. The parties
- 1765 acknowledge that induction classes are important for helping new employees develop their skills and
- 1766 increasing retention of employees. Employees taking a National Board Certification class through other
- avenues may use the Tuition Reimbursement fund to partially pay for the credits. If credits are not being 1767
- 1768 obtained, a District reimbursement for the \$500 flat-rate fee can be requested for obtaining the National
- 1769 Board Certificate.

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1770 The District will provide clock hours for employees who attend the Induction class.

- 1771 This process will be under the direction of the PAR Panel. The Association will bargain the language
- and the process.
- 1773 Intervention and Assistance Plan
- 1774 This component of the PAR Program is intended to assist provisional employees with their teaching
- 1775 performance.
- 1776 If at any time the principal notes areas of concern in a provisional employee's classroom management or
- instruction, that employee can be placed on an Intervention and Assistance Plan.
- Any provisional employee experiencing serious difficulties in his or her performance that result in being
- placed on probation will have the option of either: 1) going through the process with the principal only,
- or 2) taking part in an Intervention and Assistance Plan with the CPE and the principal. No employee
- waives his or her non-renewal appeal rights by participating in an Intervention and Assistance Plan.
- 1782 Self-referral
- Any experienced employee who is interested in professional growth in a particular instructional area and
- is interested in the assistance of a CPE for that purpose may submit a request for assistance to the
- 1785 Association President or the Assistant Superintendent of Human Resources. Based on the existing
- caseloads for CPEs, the PAR Panel may assign a CPE to assist the employee.
- Any experienced employee who has received an Unsatisfactory mark in any category of his or her
- evaluation may request assistance from a CPE. The assignment will be made if there is available space
- in the CPE's caseload. The Assistant Superintendent of Human Resources and the Association President
- will oversee the CPE's assignment in self-referral cases. These cases should have minimal timelines and
- goals, as established in the principal's plan of improvement.
 - Confidentiality
- All information concerning assistance provided to an employee who has voluntarily sought the
- assistance of a CPE will remain strictly confidential. The CPE will report to his or her PAR Pair
- 1795 concerning the support and assistance being provided to the employee. However, no information
- obtained by the CPE through an assistance process will be disclosed to others except in extreme
- 1797 circumstances or as required by law.
 - Problems Not Referred to the PAR Program
- Employee performance issues not related to teaching skills, practices, or work with students will not be
- deemed appropriate for referral to the PAR Program. Examples of the kinds of concerns that are not
- appropriate for referral to the PAR Program are repeated tardiness, failure to complete required
- attendance or grade reports, or failure to comply with other administrative requirements. Disciplinary
- 1803 issues like these are to be handled in accordance with the provisions of **Article III**, Section 3 of this
- 1804 CBA.

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- 1805 Contract Rights
- 1806 Except as explicitly provided in these guidelines, employees participating in the PAR Program retain all
- rights in this CBA.
- 1808 These will constitute the guidelines for the PAR Program, recognizing the District and the Association
- may find it necessary, by joint agreement, to modify these provisions.

1810	Section 3: Payment for Service on District Committees
1811	District Curriculum Committees
1812 1813 1814 1815	The District endorses a comprehensive process for the review, adoption, and funding of instructional materials. At the discretion of the Assistant Superintendent of Teaching and Learning, participants on committees involved in curriculum adoption may be provided release time with substitutes for meetings during the school year.
1816	Curricular and/or Technology Adoptions and Trainings
1817 1818 1819 1820	Voluntary curricular and/or technology trainings will be offered more than once and spaced far enough apart to allow for flexibility of employee scheduling. When an employee is unable to attend a voluntary training offered outside of the contract workday and/or work-year, an alternative paid training will be provided.
1821	District Curriculum Advisory Committees
1822 1823 1824 1825 1826 1827 1828	The District Curriculum Advisory Committees' function will be to review and evaluate existing curriculum and curricular resources, recommended instructional practices and assessments for effectiveness, including scaffolding and differentiation strategies for unique learners and situations. The committee will also discuss curricular and professional development needs and provide input to the Instructional Materials Committee, as needed. The committees will also assist with development and review of the curricular resources available to employees to provide support for instruction and serve as a resource on curricular trends, research, and best practices.
1829 1830	Curriculum Advisory Committees will address curriculum including, but not limited to, the following strands of the State learning standards:
1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842	Arts (visual and performing) Math Science Social Science Health and Fitness English Language Arts Social Emotional Learning Multi-Language Literacy Career and Technical Education (Computer Science, Financial Literacy, Ed Tech, and other applicable learning standards strands) World Language Alternative Programs (i.e., Online Learning, etc.)
1843	Based on the District review cycle, committee strands will be determined annually prior to June 1.
1844 1845 1846 1847	Committee membership should endeavor to represent the diversity of District employees and students. Based on the availability of volunteers, positions described below may not be filled. Committee membership will be representative of the District and will include one administrator from each level, as necessary.
1848 1849	When committees have an elementary focus they will have employee representation from each school site, not to exceed the total number of elementary sites. Members will include up to three (3) Special

Education employees or English Language Development (ELD) employees. Up to three at-large

interventionist, behavior interventionist, counselor).

members may be selected, based on committee needs and interests (i.e., instructional coach, reading

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- 1853 When the focus is on middle school, membership will consist of one (1) employee per grade level from
- each department from each middle school. One Special Education employee from each school (5) and
- up to five (5) ELD employees. Up to three at-large members will be selected, based on interest and
- 1856 committee needs. (i.e., instructional coach, reading interventionist, behavior interventionist, counselor).
- 1857 When the focus is on high school, membership will consist of no more than three employees from each
- department from each of the comprehensive, boundary high schools; one Special Education employee
- from each school (3) and up to three (3) ELD employees; and one representative from a non-traditional
- high school (i.e., Legacy, MCP, Phoenix). Up to three at-large members will be selected, based on
- interest and committee needs (i.e., instructional coach, reading interventionist, behavior interventionist,
- 1862 counselor).
- Principals will e-mail all staff to attract content-appropriate employees. If multiple content-appropriate
- employees are interested, the selection of the committee member will be determined by democratic
- process at the building.
- 1866 The District will fund each of the Curriculum Advisory Committees at the rate of \$400 per year for
- 1867 certificated representatives and \$900 for the committee chair. The committee chair must be a certificated
- representative who represents the curricular area on the Instructional Materials Review Committee.
- 1869 The Curriculum Advisory Committees will meet a minimum of six (6) times each year, establish annual
- goals, and keep minutes at each meeting. A copy of the minutes will be filed with the Assistant
- 1871 Superintendent of Teaching and Learning.
- 1872 The District Instructional Materials Committee will have district administration, CAC representatives,
- 1873 community members, and students.
- 1874 The Instructional Materials Committee will facilitate, clarify, and arbitrate curricular recommendations
- and challenges, particularly of supplemental materials (i.e., novels, periodicals, videos, etc.) employees
- may use to teach District-adopted curriculum. The committee will conduct final reviews of all curricular
- and instructional resources, as outlined in District Policy, and will provide final recommendations for
- adoption to the School Board. Currently-approved curriculum, like novels lists, will remain approved
- unless scheduled for review.

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Special Committees and Task Forces

- To facilitate the District's ability to respond to changing conditions, and to facilitate a comprehensive
- and inclusive decision-making process within the District, additional committees, referred to as "Special
- 1883 Committees," may be established.

Training for New Instructional Programs

- 1885 The District will provide ongoing staff development training for employees assigned or involved in new
- instructional data management programs in the District. Training will be made available to employees
- prior to implementation of the programs.

Tuition Reimbursement

1889 Employees will be reimbursed for tuition costs according to at least one (1) of the following guidelines:

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

- pursuing National Board Certification (up to \$1,000)
- The District will contribute \$70,000 annually for these purposes. Employees will receive up to, but no
- more than, \$100 for each quarter credit, up to a total of 10 credits (\$1000) annually. Application for
- these funds will be managed on a first-come, first-served basis.
- 1900 This fund may be used to reimburse employees for the cost of one (1) WEST-E test annually.
- 1901 This fund may not be used to reimburse employees for costs related to clock hours.

National Board Certification

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- 1903 The District will give one (1) day of leave with a paid substitute to employees on the day they take the
- 1904 test for National Board Certification. The employee will provide proof of the date of the assessment test
- to the Human Resources Department before a release day is paid.

Section 4: Employee Workload

Multiple Preparations

- 1908 Recognizing the added effort required for multiple secondary assignments, the District will attempt to
- schedule 1.0 FTE secondary employees for three (3) or fewer preparations, unless the employee requests
- in writing a greater number. When an employee is requested to teach a schedule requiring four (4) or
- more distinctive preparations, they may request Association representation to join them for a review of
- their schedule by the building administrator, department head, team leader, and/or grade level leader to
- justify the need for the schedule and/or identify possible remedies.
- 1914 Distinctive preparations are created by teaching different subject areas or courses within the same core
- subject area utilizing different adopted core curriculum.
- 1916 Various levels of elective courses like Fine Arts, P.E., World Language, and Career and Technical
- 1917 Education do not constitute distinctive preparations. In addition, Special Education courses or unique
- high levels of math and science, like AP and IB math and science courses, do not constitute distinctive
- 1919 preparations. The Association and District will meet and make the determination if any other elective
- 1920 courses are appropriate to this list.
- When it is necessary to assign a greater number of preparations, every reasonable effort will be made to
- avoid giving the assignment to an employee new to the department, provisional employees, employees
- new to an assignment, and employees who are teaching a course for the first time.
- 1924 If the above-named employees are assigned more than three (3) preps at the high school level, or more
- than four (4) preps at the middle school level, they will be provided a stipend equal to one (1) hour of
- 1926 per-diem multiplied by each week of the additional prep course.
- Employees who choose to teach more than three (3) distinct preps as part of their assignment are exempt
- 1928 from this section.

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Placement of IEP and 504 Students

- 1930 The principal, in consultation with the affected classroom employee and the resource specialist, will
- determine the placement of identified IEP students and 504 students with academic or behavioral
- accommodations in a regular classroom.
- 1933 In the assignment and placement of IEP students and 504 students with academic or behavioral
- accommodations in regular classrooms, the District will ensure these students are equally distributed per
- 1935 classroom employee per grade level/subject area.

- 1936 Certain secondary classes may be exceptions to these standards: in cases of health and fitness, band,
- chorus, limited course or section offerings, or where program content is geared to the needs of Special
- 1938 Education students.
- 1939 As an alternative to the equal distribution requirements, a building multi-disciplinary team may make
- other arrangements for student placement i.e., integrated classroom, team teaching, etc.

1941 Placement of New Students without IEPs or 504 Plans

- 1942 Within three (3) days of receiving a completed student registration, but no sooner than one day
- after receiving a completed student registration, students will be placed in classrooms.
- 1944 **Prior to students being placed in classrooms**, employees will be made aware of information that may
- impact the instructional environment, giving employees adequate time to make classroom preparations.
- 1946 When complete student information is not immediately available, every effort will be made to gather as
- much information on the student as possible.
- When information about a student that may have a significant impact on the instructional environment
- subsequently becomes available, a building administrator or designee will provide that information to
- 1950 employees within one school day.

Dual Language

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- In a single-teacher Dual Language model, all students are the responsibility of one bilingual regular
- education employee. The instructional responsibilities include, but are not limited to, teaching, planning
- 1954 for instruction, grading, and parent communication.
- In a two-teacher Dual Language model, all students are the responsibility of two regular education
- employees, one of whom must be bilingual. The instructional responsibilities include, but are not limited
- to, teaching, planning for instruction, grading, and parent communication.
- Dual Language employees in a two-teacher model will divide the students equally for conferences.
- 1959 Individual family requests to confer with both employees will be considered on a case-by-case basis, in
- 1960 consultation with the building principal.
- In the 2022-23 and 2023-24 contract years, the District will pay employees who currently have an ELL
- or Bilingual endorsement or have passed the District Bilingual Test an annual \$1,500 stipend.
- In the 2024-25 contract year the stipend will increase to \$2000.
- In the 2025-26 contract year the stipend will increase to \$2500.
- Employees will be provided the stipend for the duration of their Dual Language assignment.

1966 School Nurses

- 1967 A total of 22.5 additional per-diem hours per nurse will be provided **prior to the first student day of**
- the school year and an additional 7.5 per-diem hours per nurse will be provided for use prior to the
- end of September for nurses to do cross-training of secretaries and/or paraeducators for medications
- and medical procedures to be delegated, complete State-mandated all-staff trainings for life-threatening
- health conditions, work on Individual Health Plans, call parents and doctors as needed, set up
- medications, attend 504 meetings, get life-threatening health alerts out to staff, and update and complete
- immunizations.
- When nurses are assigned to help open a new school, they will be paid an additional 15 per-diem hours
- to accumulate, file, and disseminate the necessary information to support students who will attend these
- 1976 new buildings.

- Nurses will be released from attendance at Building Professional Days and the Learning Improvement
- Day to develop Individual Health Plans for students, review students' immunization status, and discuss
- 1979 related duties.
- The District will assign nurses to schools at a nurse-to-student ratio of 1.0 FTE to 1,500 student
- enrollment at all levels, minus full-time Running Start students and Delta students, at each high school.
- 1982 In determining caseloads, students with a higher acuity of condition (i.e., seizure disorder, diabetes, etc.)
- 1983 will be taken into consideration monthly.
- 1984 If a nurse's caseload goes over the above ratio (based on the November 1 count), the nurse will receive
- an additional 7.5 hours of per-diem pay for every additional 100 enrolled students or fraction thereof.
- Nurses will develop individual weekly schedules based on student needs and share that schedule with
- building office staff and administrators and adjust their schedules, as necessary. These schedules will
- include a daily 30-minute duty-free lunch and uninterrupted block of time to complete job duties, similar
- 1989 to employee preparation time. When this time is interrupted by a student emergency, nurses may adjust
- their weekly schedules to accommodate the interruption(s). When accommodations are not possible, the
- nurse can document the incident(s) and work with a supervisor to determine if compensation is
- 1992 appropriate.

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- Nurses will receive the standard District monthly stipend for the use of their personal cellular devices for
- 1994 District business.

Section 5: Overload for General Education

Guidelines

- The District will have the first eight (8) school days of each school year to adjust class loads. These
- eight (8) days will not count for overload compensation. Overload compensation will begin on the ninth
- 1999 school day.
- 2000 The following will apply to overload compensation:
- The District, by the 10th of the following month, will process the overload count, and overload will
- be paid out on the following paycheck without generating paperwork for the employee.
- The District overload report covers the calendar month ending with the last school day of the month and
- will be submitted to the Association President no later than the 15th of the following month.
- 2005 Overloads will be equally distributed between grade level or subject matter area for all employees at
- 2006 each school.

2007 Elementary Schools

- A student day at the elementary level is defined as an overload of one (1) student for one (1) full day in
- 2009 grades where employees generally retain their classes for a full day.
- 2010 Kindergarten and first grade classes will not exceed 24 students per class. If a class exceeds 24, overload
- 2011 provisions will take effect.
- 2012 Grade 2 and 3 classes will not exceed 26 students per class. If a class exceeds 26, overload provisions
- 2013 will take effect.
- 2014 Grade 4 and 5 classes will not exceed 27 students per class. If a class exceeds 27, overload provisions
- will take effect.
- The class size limit for a multi-age classroom will reflect the lowest traditional grade level present.
- 2017 One-way and two-way Dual Language classes will have the following class size limits:

- 2018 K-1 Classes will not exceed 22 students. If class size exceeds 22 students, provisions for overload will
- 2019 go into effect.

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- 2020 Grade 2 and 3 Classes will not exceed 24 students. If class size exceeds 24 students, provisions for
- 2021 overload will go into effect.
- 2022 Grade 4 and 5 Classes will not exceed 25 students. If class size exceeds 25 students, provisions for
- 2023 overload will go into effect.
- When a class in grades K-5 reaches an enrollment count of 31, the Assistant Superintendent of
- 2025 Elementary Education will notify the Association President.

Elementary Specialists

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

- workload per class: 24 students in kindergarten and first grade, 26 students in grades 2 and 3, and 27 students in grades 4 and 5.
- Schools with fewer than 29 classroom sections will have four (4) specialists: Technology, Music, P.E., Library. A full-time class schedule for specialists is 25 class sections of 50 minutes per class, with three (3) five-minute transitions or one (1) 10-minute and one five-minute transition. Transitions will be scheduled between blocks of three (3) classes or more and before or after Special Education classes. Classroom teachers have specials four (4) of the five (5) days each week.
- Schools with 29 or more classroom sections will have five (5) specialists: Technology, Music, P.E., Library, and Exploratory. A full-time class schedule for specialists will be 29 class sections of 40 minutes per class with three five-minute transitions or one (1) 10-minute and one (1) five-minute transition. Transitions will be scheduled between blocks of three (3) classes or more and before or after Special Education classes. Classroom teachers have specials five (5) days each week.
- Specialists will be assigned in-building duties appropriate for certificated employees from the start of the school day until their first class, and from the end of their last class to the end of the school day, except during their scheduled prep time.
- * This bullet has been replaced by a Letter Of Agreement (LOA), which can be found in the appendix of this CBA.
- 2048 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

- For the 2022-23 school year, the District will make every effort to provide additional FTE to provide specials when schools exceed the number of classrooms above 25 or 29. If a lack of instructional space prevents adding or reallocating teacher FTE, classes may be combined to keep the number of classes at 25 or 29.
- 2053 If it becomes necessary to combine classes, specialists will be provided a stipend of \$500 per class
 2054 above 25 or 29 combined. Specialists will be required to teach only 25 or 29 classes, and overload
 2055 language will be per class. Student room assignments will be determined by building administration, in
 2056 consultation with classroom teachers.

Specialist Task Force

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- During the 2022-23 school year, a Specialist Task Force will convene no later than September 30, 2059 2022, to examine specialist workloads, develop goals, and design meeting schedules. The Task Force will make recommendations on or before May 12, 2023.
- The Task Force will include eight (8) specialists two each from Technology, Music, P.E., and Library

 and seven District representatives. The facilitator will be the Assistant Superintendent of Elementary

 Education. Employees will be compensated at the curriculum rate for work outside the contract

 workday.
- 2065 Recommendations from the Task Force will be presented to the District and the Association. Stipends will remain in place until a replacement plan is developed by the Task Force. *
 - * These section has been replaced by a Letter Of Agreement (LOA), which can be found in the appendix of this CBA.

Secondary Schools

- In middle schools and high schools, student days are used to account for day-limit overloads. A student hour in secondary schools is defined as an overload of one (1) student for one (1) regular class period.
- Overload pay will be calculated using two (2) methods, and the District will pay the greater overload pay amount. The employee will be paid according to one (1) of the following two (2) calculation methods for overload pay, which are by the period and by the day and detailed below.
- In middle schools, employees will not exceed the 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	82
4	108
5	134
6	160
7	186

8	212

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In middle school fitness classes, using the day overload calculation, employees will not exceed the maximum number of physical education classes (excluding health classes taught 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

In high schools, using the day overload calculation, employees will not exceed the 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

In high school fitness classes, using the day overload calculation, employees will not 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

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

Middle school Dual Language classes will not exceed 28 students. If class size exceeds 28 students, provisions for overload will go into effect.

In music performance classes and large lecture groups, the individual class maximum may be raised.

Music educators may determine the number of students enrolled in performing classes beyond the class size in this CBA. For non-performing classes, the class size language in this CBA is in effect. Daily class loads will be computed by determining the fraction of the day assigned to non-performing classes multiplied by the daily total allowed under CBA language.

Locker Room Supervision

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

Tri-Tech

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

Delta High School

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

Other Schools/Programs *

Daily Limit/Overload for K-8 MCP Online

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

4 Core = Language Arts, Social Studies, Math, Science

2108 Electives = PE, Art, Technology, etc.

Number of Preps			
	3	4	5

Grade Band			
6-8	144	120	96

2109 * This section has been replaced by a Letter Of Agreement (LOA), which can be found in the 2110

appendix of this CBA.

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2111 Endeavor High School

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

Comprehensive High School LOC Classes

- 2114 For overload, LOC classes at Kennewick, Kamiakin, and Southridge High Schools will not exceed a
- 2115 maximum of 93 students per day of five (5) instructional class periods. Individual classes will not
- 2116 exceed a maximum of 20 FTE students.

Phoenix and Legacy High School

2118 For overload, Phoenix High School and Legacy High School will have a maximum of 24 students in an

2119 individual classroom.

Section 6: Overload Compensation

- 2121 When an overload occurs, the District will attempt to alleviate the overload in accordance with option 1
- 2122 and/or 2 below. If the District does not alleviate the overload through option 1 and/or 2, the employee
- 2123 will elect option 3 or 4 below.
 - 1) Employees may be employed in addition to those provided for by the Basic Education Act.
 - 2) Students may be transferred.
 - 3) A paraeducator may be assigned, at the option of the employee. However, when paraeducator time is used, that time will consist of at least one-half per classroom at the elementary level, or 50 minutes per period of overload at the secondary level. Paraeducator time will be generated outside existing programs.
 - 4) An employee may elect to receive compensation in lieu of aide time. Employees electing compensation will be paid from the first day of overload at the following rates: elementary - \$17.50 per student per student day, secondary - \$ 3.50 per student per class period.
 - 5) For online learning classes at MCP Online and Endeavor High School, an employee will receive compensation at \$3.50 for each additional 0.2 FTE student enrollment.
- 2135 The District may make downward adjustments in existing overloads at any time, including overloads
- 2136 being remedied under options 3 and 4.
- 2137 Overloads will be paid to the employee from the first day of overload, except as noted above, up to the
- 2138 time the overload is alleviated or the employee elects to have a paraeducator.
- 2139 If a classroom employee on sick leave receives overload, overload compensation will be paid to him or
- 2140 her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will begin to
- receive the compensation. 2141

Section 7: Employee Participation

Board Policy and Curriculum Development

- 2144 Before adoption of any Board policy, the Association will be given an opportunity to determine if items
- 2145 being considered are within the scope of bargaining, - i.e., related to wages, hours, and terms and
- 2146 conditions of work. On matters not relating to wages, hours, and terms and conditions of work, the

2147 District will continue its cooperative efforts to solicit the participation of employees in the development

2148 and improvement of instructional programs.

District Equity Team

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

Student Behavior Committee

- 2152 Each building site will have a Student Behavior Committee.
- 2153 The purpose of the Student Behavior Committee is to assist building leadership to establish and review
- building student behavior systems based on school needs and recommend behavior standards and
- 2155 procedures that comply with legislation and District policy to guide the development and
- 2156 implementation of building behavior systems.
- 2157 Development of building behavior systems will include developing and communicating interventions
- and behavior-support systems within the school, including alternative interim educational settings within
- 2159 the building as an alternative to suspension, with the goal to minimize the frequency of significant
- 2160 disruptions and ensure continuity of education.
- When behavior systems are submitted to employees for approval, the function of the behavior team will
- be to recommend, communicate, provide professional development, and give feedback on the
- 2163 implementation of the systems.
- The Student Behavior Committee will review collected behavior data to support student behaviors.
- 2165 Student and staff survey results will inform the work of the Student Behavior Committees.
- 2166 The Student Behavior Committee is not the intervention team and will not respond to immediate
- 2167 incidents of student behavior.
- 2168 Site councils will determine the makeup of the Student Behavior Committee, and representatives will be
- selected using a democratic process. Committees may include a grade level representative, a Special
- 2170 Education representative, a counselor, and a behavior interventionist, depending on staffing and
- volunteers.

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- 2172 The committee will also use a democratic process to determine meeting times and frequency.
- A pool of 30 hours, paid at curriculum rate, will be available to each school to compensate certificated
- 2174 employees for work outside the contract day. The pool will be divided evenly by the certificated
- 2175 members of the Student Behavior Committee based on attendance at meetings.
- 2176 Training will be provided for elected members of the committee.
- 2177 The Student Behavior Committee will be the only behavior committee in buildings.

Section 8: Student Discipline

- 2179 Students are expected to behave appropriately at school. Building and District administrators will
- 2180 provide support in dealing with continually disruptive students and take measures to minimize
- 2181 disruption of the learning environment. Any employee may exclude from a classroom or activity any
- student who is creating a disruption that violates the school's or employee's discipline policies.
- A student can be excluded for the balance of a class period, an activity, or a school day. As per **RCW**
- 2184 **28A.600.020** and **WAC 392-400-330**, the student can't be excluded for more than the balance of the
- school day or up to two (2) school days unless the behavior warrants further disciplinary action, in
- 2186 which case the student may be excluded for up to two (2) days. Except in an emergency, an employee
- 2187 must attempt one (1) or more alternative forms of corrective action **prior to excluding a student**.

- 2188 Building Administration will provide a designated alternative educational environment outside of the
- regular classroom for the employee to send continually disruptive students.
- In no event will any excluded student return to the regular classroom until a written plan and/or written
- 2191 notification has been given to the employee. Only with the consent of the employee may an excluded
- student return to the class during the balance of that class or activity period, or up to the following
- 2193 two (2) school days, or until the principal or designee and the employee have conferred. Any
- restorative conferences between the excluded student, affected employee(s), administrator(s), and/or
- 2195 parent(s)/guardian(s) will not be during instructional time, prep time (with employee consent), or lunch
- 2196 time.
- 2197 Parents of any student so removed from class will be notified as soon as possible by the
- employee/principal, giving details on the removal and the incidents which caused the removal.
- The principal or the employee can request a conference to discuss a student's behavior with the student's
- parent or guardian.
- Prior to a student's return to a classroom, the employee who excluded the student from the classroom
- 2202 will be informed of the disciplinary action taken against the student. Employees have the right to
- 2203 recommend stronger disciplinary action.
- 2204 The District will provide diagnostic or therapeutic personnel and other support services, including
- separate adjustment classrooms, for the continually disruptive student. Readmission of a student to a
- regular classroom may take place after demonstrated acceptable behavioral changes.
- 2207 At the employee's request, the District will provide CPI training.
- The District will require each principal, with staff input, to create a behavior alert communication
- process.
- 2210 Student Behavior Committees will create a plan addressing the safety of the student, staff, and other
- students. The District will give each building the flexibility to create student dress codes, based on
- 2212 needs.

- The Board and the Superintendent will support and uphold its employees in their efforts to maintain
- discipline, in accordance with District discipline rules, which will be distributed to each employee at the
- beginning of the school year. The Board supports the authority of employees to use prudent
- 2216 disciplinary measures for the safety and well-being of pupils and employees. To maintain order and
- discipline, an employee may employ the reasonable use of physical restraint, as long as he or she does
- 2218 not violate Board policies, state laws, or federal laws.
- 2219 The District will conduct instructional meetings for employees concerning all applicable federal, state,
- and local laws; District rules, regulations, and procedures pertaining to student rights; employee rights;
- due process; and the processing of student discipline. These meetings will be held during the workday
- at no cost to the employee.

Section 9: Site-based Decision Making

- The District values the participation of employees in the site-based decision-making process. The
- 2225 purpose of site-based decision making is to improve student learning. The District and Association share
- 2226 the commitment to create a positive culture within the District to support the participation of employees
- in shared decision making. The District and Association will model collaboration by seeking mutually-
- beneficial solutions to problems, disagreements, and negotiations.
- To facilitate this culture, the District and Association agree to the provisions below.

- 2230 The Board, the administration, and the Association must sign the terms and conditions established in
- each building's site council charter.
- All schools should try to establish chartered (with bylaws and/or covenants) site councils approved by
- 2233 70% or more of the employees who vote on the proposed charter.
- A democratic process will be used to select the employees of the site council.
- The District and Association will agree to the terms and conditions of a waiver procedure.
- The parameters of shared decision making by site councils will be limited to areas that directly affect
- instruction, like curriculum, instruction design, and materials selection; staff development; building
- budget; selection of new staff; etc.
- Funding for site councils at each building will be: elementary schools \$3,000; middle schools \$5,000;
- high schools \$7,000; Special Education \$3,000; Tri-Tech Skills Center \$1,500; Juvenile Justice
- 2241 Center \$1,000; Phoenix \$1,000; and Keewaydin Discovery Center \$1,000. This funding must be
- 2242 used to compensate employees for site council work or provide compensation for work related to site
- council. Use of these funds (i.e., stipends, per-meeting pay, hourly pay for meetings, professional
- development, sub coverage, etc.) will be determined by site council members covered under this CBA.
- To pay for expenses related to Special Committee work performed by employees, each building will be
- funded as follows: elementary schools \$2,000; middle schools \$2,500; high schools \$3,500;
- Juvenile Justice Center \$500; Phoenix \$500; and Keewaydin Discovery Center \$500.
- Schools added to the District will have access to these funds.
- 2249 Site council members and building committee members will be compensated at the curriculum rate for
- work completed outside the contract day.
- 2251 Site councils are assigned the following responsibilities, which may be listed in more detail in other
- sections of the CBA.

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

Section 10: Contract Waivers

- The Association and District may waive specific provisions of the CBA in accordance with the
- 2270 following:
- 2271 A contract waiver is defined as the intentional waiving of rights or protections in the CBA with the
- 2272 knowledge and consent of Association members affected by the waiver. Waivers can't affect the entire

- 2273 Association membership, modify compensation and/or benefits, add provisions to the CBA or delete
- provisions from the CBA.
- 2275 Requests for contract waivers will be submitted to the Association president and the superintendent or
- 2276 his or her designee for review to determine unanticipated impact on Association members, the
- Association, or the District. If the District and Association approve the waiver, it will be submitted for a
- vote by the Association members affected by the provisions of the waiver.
- A minimum of 80.0% approval of a vote by secret ballot of bargaining unit members is required for the
- waiver to be granted.

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- 2281 Contract waiver requests will not exceed one school year and must include the following:
 - the specific provision(s) of the CBA to be waived
 - a rationale supporting waiver of the provision(s)
 - the specific beginning and ending dates for the waiver (not to exceed one school year)
 - the number and description of the bargaining unit members affected
- a description of expected effect of the waiver
 - the source of the waiver request and how it positively affects students and staff
 - a description of potential objections, if any, to the waiver request
- a list of the possible costs to the District and/or Association if of the waiver is granted
- 2290 Waivers are not precedent setting.
- 2291 All CBA language is restored when a waiver expires.
- 2292 A waiver is supplemental to the CBA.
- 2293 Disputes about the interpretation or application of a waiver can be grieved.

Article VIII – Special Education 2294 Section 1: Special Education Employees and Itinerants 2295 **Conditional Certificates** 2296 2297 Employees who are hired into continuing Special Education positions with Conditional certificates will 2298 remain teaching in positions within the Special Services Department for a minimum of one (1) year 2299 after the issue date of their initial Residency certificate. Professional Development Days 2300 2301 In consultation with building administration, employees may be released from attendance at 2302 building/District Professional Development Days not directly related to their job functions except days 2303 or portions of days used for building business, and will have individual or collaborative time to review 2304 student files/IEPs, plan appropriate programs and/or placements or perform related duties. 2305 Special Education Program 21 Inclusion Funds 2306 The District will allocate \$25 per identified IEP student (excluding students receiving only motor or 2307 speech and language services) per school year to provide materials to the general education classroom 2308 employee(s) to support the inclusion of IEP students, for use with those IEP students. 2309 This allocation will be distributed to each building in proportion to the number of identified IEP students 2310 assigned to that building. The affected classroom employee(s) will determine the appropriate materials 2311 to be purchased, with the agreement of the multi-disciplinary team. The District will develop procedures 2312 for implementing this process. **Section 2: Individualized Education Plans (IEPs)** 2313 2314 IEP Service Delivery Special Education services outlined in individual IEPs will begin on the first day of school and continue 2315 2316 through the last day of school. Services may not be suspended for State- and District-level assessments. **IEP Paperwork** 2317 2318 To ensure "meaningful parent participation" in the IEP process, as required by WAC 392-172a-03100, 2319 parents will be notified of IEP meetings early enough to ensure they have an opportunity to attend. 2320 Every effort will be made to have IEP meetings at least 10 school days prior to the IEP due date, and 2321 draft of the IEP will be provided to the IEP team at least five (5) school days prior to the meeting. 2322 Progress reporting is due within five (5) working days of the end of the grading period and by the 2323 3rd weekday of the last day of the school year. 2324 The District recognizes there are instances in which timelines can't be met. If this occurs, the employee 2325 will communicate with their direct supervisor. **IEP Meeting Attendance** 2326 2327 Based on State WAC 392-172A and Federal law, IEP meeting attendance is required of specific Special

• 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

Education staff, administration, and general educators of the student on the IEP. To meet this

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requirement, the District will:

- 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

IEP Transition Meetings

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

Additional Per-Diem Hours for Special Education Employees

An additional 45 hours will be provided to a Special Education employees to plan, prepare for, and conduct IEP meetings. This will be issued in the form of a stipend **at the beginning of each school year** and will be paid over 12 months.

To maintain a balanced caseload, Special Education will not exceed 30 IEPs on a caseload. The District will make every effort to keep caseload sizes down.

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

2352	# of Assigned IEPs	# of Hours
2353	31-35	48.75
2354	36-40	52.5
2355	41-45	56.25
2356	46-50	60
2357	51-55	63.75
2358	56+	67.5

Section 3: Special Education Paraeducators and LPNs

Assignment of Special Education Paraeducators

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

One-on-One Paraeducators

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

Special Education Paraeducator Substitute Coverage

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

When a Special Education (Pre-K, Resource Room, Tier II, Tier III, CET) paraeducator substitute is not available and workload is impacted by the absent paraeducator, certificated employees can claim one (1)

- hour of per-diem pay per day when one paraeducator substitute position is unfilled. Up to a maximum of
- 2375 1.5 hours of per-diem pay per day if two (2) or more paraeducators are absent and the positions go
- 2376 unfilled.
- Workload impact is evaluated based on daily staff and student attendance; staff-to-student ratios (see
- 2378 Special Services staffing tables); student need (i.e., feeding, mobility, toileting, behavior, etc.); and loss
- of prep time.
- 2380 Resource room paraeducators will not be pulled to cover Tier II and Tier III classes. However, based on
- daily attendance and outlined staffing ratios listed in the CBA, staff may be pulled from Tier II, Tier III,
- 2382 and Keewaydin Discovery Center classrooms to cover unfilled substitute paraeducators positions within
- 2383 the building.

2384 Licensed Practical Nurses (LPN)

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

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Section 4: District Special Education Itinerants

School Psychologists

- Days beyond 180 will be paid at an employee's per-diem rate. Psychologists will receive 10 extra days
- 2392 (75 hours). This time may be spent preparing before the school year (verification of eligibility, meetings,
- etc.) and finishing the school year. Some of these hours will be dedicated to ensuring students who
- transfer in **during the summer** have completed verifications of eligibility so services are not delayed.
- This time will be submitted on monthly timecards.
- The District will provide to school psychologists a maximum of 60 hours for work that can't be
- completed during the normal workday, paid at the per-diem rate. This time will be submitted on
- 2398 monthly timecards.

School Psychologists Overload

- For the 2022-23 school year, the caseload for school psychologists will 150 students with disabilities not
- including students identified as Speech and/or Language Impairment or motor only.
- 2402 If a school psychologist's caseload at the elementary and/or middle school level goes over 150, the
- 2403 District will address the overload using the following compensation:
- 2404 2022-23 \$2.00 per student per day
- 2405 If a school psychologist's caseload at the high school level goes over 150, the District will address the
- 2406 overload using the following compensation:

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

24-25 - \$3.00 per student per day	
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- 2407 Beginning with the 2023-2024 school year, the elementary and middle school caseload will be 125
- students with disabilities, not including students identified as Speech and/or Language Impairment or
- 2409 motor only.
- 2410 If a psychologist's caseload goes over 125, the District will address the overload using the following
- 2411 compensation:
- 2412 2023-24 \$2.50 per student per day
- 2413 2024-25 \$3.00 per student per day
- 2414 The District will make every effort to limit the number of buildings assigned to each psychologist. When
- 2415 a school psychologist supervises interns, he or she will earn a stipend of \$1,500 a year, which can be
- 2416 divided among school psychologists sharing supervision duties.
- 2417 If it becomes necessary to assign coverage of additional students and/or schools to the caseload of a
- school psychologist due to resignation or temporary leave, the District will compensate the additional
- caseload at per-diem rate. The time worked outside the contract day will be reported by the employee
- 2420 and approved by his or her supervisor. Payment is compensation for assuming the responsibilities of the
- school psychologist at the additional school site.
- 2422 If a need for coverage arises it will be communicated to the school psychologist group. Providing this
- coverage is voluntary and subject to the approval of the supervisor, based on the ability of the school
- 2424 psychologist, given his or her assigned caseload, to successfully handle the additional assignment. This
- process is not intended to take the place of the usual job postings and hiring processes when there is a
- 2426 vacancy.

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Speech and Language Pathologists

- 2428 A total of 45 per-diem hours will be provided for speech and language pathologists to use for work that
- can't be completed during the normal workday i.e., MDT's, IEPs, ITPs, parent conferences, home
- visits, building meetings, District Special Services meetings, consultations, and writing reports. This
- 2431 time may consist of preparing before the school year and finishing the school year. This time will be
- submitted on monthly timecards.
- 2433 The District will pay or reimburse professional fees for ASHA memberships.

2434 Case Management

- 2435 The Director of Special Services and each Speech and Language Pathologist (SLP) will schedule three
- 2436 (3) working days without students each school year.
- 2437 The purpose of this provision is to grant time to SLPs to fulfill the case management requirements of
- 2438 their designated assignments. These hours must be spent in a District building.

Speech and Language Pathologist Overload

- A maximum of 50 students. Overload will be determined by IEP monthly count.
- 2441 When the Speech Language Pathologist's (SLP) caseload exceeds 50 students, the District will provide
- compensation in accordance with the options outlined in this section. The district will provide \$17.50
- 2443 per student week in compensation. If the overload can't be alleviated, the SLP will receive overload pay
- 2444 or request paraeducator time.
- 2445 If the caseload exceeds 60 students, the SLP will receive overload compensation for the number of
- students over 60 or receive three (3) additional hours of paraeducator time.

- 2447 If the caseload exceeds 65 students, the SLP will receive additional paraeducator time and overload
- compensation for the number of students on his or her caseload beyond 65 students.
- When possible, Special Services will limit the number of building assignments for SLPs.

Occupational Therapists/Physical Therapists

- 2451 A total of 45 per-diem hours will be provided for occupational therapists/physical therapists to use for
- 2452 work that can't be done **during the normal workday** i.e., MDTs, IEPs, ITPs, parent conferences,
- 2453 home visits, building meetings, District Special Services meetings, consultations with medical
- personnel, procuring equipment, and writing reports. This time may consist of preparing before the
- school year and finishing after the end of the school year. This time will be submitted on monthly
- 2456 timecards.

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Occupational Therapists/Physical Therapists Overload

- 2458 A maximum of 40 students, plus at least six (6) hours per day of paraeducator time. Overload will be
- 2459 determined by IEP monthly count. If a caseload exceeds 40 students, the District will provide \$17.50 per
- student week in compensation.

Teacher of the Visually Impaired (TVI)

- 2462 The maximum caseload for a Teacher of the Visually Impaired (TVI) will be 30 students, with at least
- 2463 6.0 hours per day of Braillist paraeducator time. Overload will be determined by monthly count.
- 2464 When the caseload exceeds 30 students, overload compensation will be \$17.50 per student week.
- When the caseload reaches 40 students, the Director of Special Services and the TVI will decide
- 2466 whether to continue with overload pay or hire an additional Braillist paraeducator.
- When a caseload reaches 45 students, the Director of Special Services and the TVI will decide whether
- 2468 to continue with overload pay or hire a 0.5 TVI.
- A total of 45 per-diem hours will be provided for work that can't be done during the normal workday.
- The compensation will be paid as a stipend at the beginning of each school year and paid over 12
- 2471 months.

2472 **Medicaid Billing**

- 2473 All staff eligible to bill Medicaid must bill Medicaid, as per WAC 392-172A-07005, WAC 392-140-
- 2474 675, WAC 182-537-0350, and RCW 28A.150.392 (D).
- 2475 All employees required to bill Medicaid will be notified by their District supervisors. The District will
- provide training in the use of the billing system.
- 2477 The District will pay for the required licensure for Medicaid billing as well as the continuing education
- 2478 necessary to maintain licensure.

2479 National Certification Stipend for Educational Staff Associates (ESAs)

- 2480 Certificated ESAs who hold the following national certifications will be paid an annual stipend of \$2500
- 2481 for the 2022-23 and 2023-24 school years, \$3000 for the 2024-25 school year, and \$3500 for the 2025-
- 2482 26 school year.

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

- 2488 If the State discontinues NBCT stipends, the District will not be obligated to continue to pay ESA
- 2489 stipends.

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2490 Certificated ESAs who are eligible for the NBCT stipend are not eligible for this additional stipend.

Section 5: District Special Education Programs

2492 Preschool

- A maximum of 18 students, plus at least 25 hours per week of paraeducator time. When a caseload size
- exceeds 18 the employee will receive overload pay at the weekly rate of \$35 per student week.
- 2495 Session size will be determined by the employee and the Keewaydin Discovery Center (KDC) Program
- 2496 Coordinator, based on student needs. Considerations include, but are not limited to, mobility, behavior,
- safety needs, medical needs, and developmental appropriateness.
- 2498 If it becomes necessary to exceed 24 students on a caseload, the classroom teacher, KDC Program
- 2499 Coordinator, and Director of Special Services will assess student and staff safety and student need (i.e.,
- 2500 classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine the
- appropriateness of placement and necessary resources and/or supports to be provided, to include
- additional paraeducator support or overload pay.

2503 Preschool Inclusion

- 2504 A maximum of 30 IEP students per full-time Inclusion Preschool employee. At least 6.0 hours per day
- of paraeducator time will be provided and directed by the classroom employee.
- 2506 When the number of IEPs on the employee's caseload exceeds 30, he or she will choose overload pay of
- \$35 per student per week or additional overload paraeducator hours.
- 2508 When the number of students with IEPs on the employee's caseload exceeds 40, a meeting to determine
- 2509 the need for additional FTE will be held involving the Director of Special Services, the employee, and
- 2510 the Keewaydin Discovery Center Program Coordinator.

Preschool Structured 1 Autism Beginning Communication (PECS) Classroom

- A maximum of 18 students, plus at least 75 hours per week of paraeducator time. When a caseload size
- exceeds 18, the employee will receive overload pay at the weekly rate of \$35 per student week.
- 2514 Session size will be determined by the employee and the KDC Program Coordinator based on student
- 2515 needs and developmental appropriateness.
- 2516 If it becomes necessary to exceed 24 students on a caseload, the classroom teacher, KDC Program
- 2517 Coordinator, and Director of Special Services will assess student and staff safety and student need (i.e.,
- classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine the
- appropriateness of placement and necessary resources and/or supports to be provided, to include
- additional paraeducator support or overload pay.

2521 Preschool Structured 2 Autism Beginning Communication (PECS) Classroom

- A maximum of 18 students, plus at least 50 hours per week of paraeducator time. When a caseload size
- exceeds 18, the employee will receive overload pay at the weekly rate of \$35 per student week. Session
- size will be determined by the employee and the KDC Program Coordinator based on student needs and
- 2525 developmental appropriateness.
- 2526 If it becomes necessary to exceed 24 students on a caseload, the classroom teacher, KDC Program
- 2527 Coordinator, and Director of Special Services will assess student and staff safety and student need (i.e.,
- classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine the

appropriateness of the placement, and necessary resources and/or supports to be provided, to include additional paraeducator support or overload pay.

Tier II Autism and Behavior Programs

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

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

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

Autism Self-Contained (Tier III)

A maximum of nine (9) students, plus at least 19.5 hours per workday of paraeducator time. When the class size is between 10 and 12 students, the employee will receive one (1) additional 6.5-hour program paraeducator.

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

2555 pay.

2556 If, at any time, an employee chooses overload pay in lieu of a paraeducator and concerns arise about safety, behavior, student needs, etc., then a meeting with the employee, Association representative, building administrator, and Director of Special Services will occur. A joint decision will be made on the continuation of overload pay or the use of an overload paraeducator.

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

If the classroom is projected to start the school year with 10 or more students and is staffed according to CBA language, the Director of Special Services will ask the classroom teacher if he or she would prefer additional paraeducator time, beginning the first school day, or wait until the ninth day to begin receiving overload pay, if no paraeducator is requested. If the paraeducator time is requested, the paraeducator will be in the classroom as long as the class remains in overload.

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

Lifeskills (Tier III)

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A maximum of nine (9) students, plus at least 13 hours per workday of paraeducator time. When the class size reaches 10 students, the employee will choose overload pay or adding a 6.5-hour paraeducator.

For students 11 and 12, the classroom teacher will receive overload pay. If the class size reaches 13 students, the classroom teacher will choose an additional 6.5-hour paraeducator or continue with overload pay.

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

- 2574 When class size exceeds 13 students, the classroom teacher, building principal, and Director of Special
- 2575 Services will assess student and staff safety and student need (i.e., classroom scheduling, behaviors,
- 2576 mobility, inclusionary needs, adaptive needs) to determine appropriateness of placement, necessary
- resources, and/or supports, to include additional 6.5-hour paraeducator support or overload pay.
- 2578 If, at any time, an employee chooses overload pay in lieu of a paraeducator and concerns arise about
- safety, behavior, student needs, etc., then a meeting with the employee, Association representative,
- building administrator, and Director of Special Services will occur. A joint decision will be made on the
- continuation of overload pay or the use of an overload paraeducator.
- 2582 If the classroom is projected to start the school year with 10 or more students and is staffed according to
- 2583 CBA language, the Director of Special Services will ask the classroom teacher if he or she would prefer
- additional paraeducator time, beginning the first school day, or wait until the ninth day to begin
- receiving overload pay, if no paraeducator is requested. If the paraeducator time is requested, the
- paraeducator will be in the classroom as long as the class remains in overload.

WaKIDS for Special Education

- 2588 Special Education teachers with Tier II and III self-contained kindergarten students will have a half day
- of release time for one (1) to three (3) students and a day of release time for four (4) or more students
- who require assessment.

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

- One (1) hour of per-diem pay per student will be provided to educators in Tier II and Tier III special
- 2593 education classrooms to collect and distribute materials for students eligible for Extended School Year
- 2594 (ESY), per WAC 392-172A-02020.

Structured Learning Classroom (Elementary)

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

2598 CET Program

- A maximum of 12 students with 18 hours of paraeducator time. When class size exceeds 12 students, the
- 2600 classroom teacher will choose overload pay or adding a six-hour program needs paraeducator. For every
- student over 13, the classroom teacher will receive overload pay.
- 2602 If the class size exceeds 16 students, the classroom teacher, principal, and Director of Special Services
- 2603 will jointly decide whether to provide an additional six-hour paraeducator or continue with overload
- 2604 pay.

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Section 6: Calculating Overload for Resource Rooms

Special Education employees will have the following workload:

Elementary, K-5

- A maximum of 30 IEP students per full-time Special Education employee. At least 6.0 hours per day of paraeducator time will be provided and directed by the Special Education employee. In addition, at the
- 2610 elementary level, when the number of IEPs on an employee's caseload exceeds 30, the employee will
- 2611 choose overload pay or additional overload paraeducator hours. When the number of students with IEPs
- on an employee's caseload exceeds 45, the employee will choose additional overload payment and
- additional overload paraeducator hours, or a .5 Special Education employee will be hired. Additional
- 2614 paraeducator time will be prorated with each .5 employee hired.

Middle School 6-8

- A maximum of 60 student periods per day of six (6) class periods, with a maximum of 12 students in
- 2617 any individual classroom. At least 6.0 hours per day of paraeducator time will be provided and directed
- by the Special Education employee.

2619 High School 9-12

- A maximum of 55 student periods per day of five (5) class periods, with a maximum of 12 students in
- any individual classroom. At least 6.0 hours per day of paraeducator time will be provided and directed
- by the Special Education employee.
- 2623 The 6.0 hours of paraeducator time will be spent performing duties directly related to Special Education.
- Other assigned duties will not infringe on the 6.0 hours of the Special Education time.

Section 7: Special Education/Regular Education Classrooms

Team-taught Classes

- In a Team-taught Class, all instructional responsibilities are equally divided between a regular education
- 2628 employee and a Special Education employee. This includes, but is not limited to, teaching, planning for
- instruction, grading, and parent communication.

Inclusion Classes

- 2631 An Inclusion class includes both regular education students and Special Education students. A Special
- 2632 Education employee is responsible for modifying or supporting the instruction for the Special Education
- 2633 students in an Inclusion classroom.

2634 Section 8: Calculating Overload for Regular Education/Special

Education Team-taught Classes in Middle Schools

- 2636 A Team-taught Class by a regular education employee and a Special Education employee will be limited
- 2637 to 27 students using as a guideline a ratio of two-thirds regular education students to one-third Special
- 2638 Education students.
- 2639 The regular education students will be assigned to the class roster of the regular education employee,
- and the Special Education students will be assigned to the class roster of the Special Education
- 2641 employee.

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- The principal and the employees involved will develop Team-taught Classes.
- 2643 When an overload occurs in a Team-taught Classroom with over 27 students, overload pay for the
- period will be split evenly between the regular education employee and the Special Education employee.
- Regular education employees will not exceed a maximum of 157 students per instruction day of six (6)
- 2646 class periods in the team-teaching model.

Section 9: Overload Compensation for Special Education Classes

- When an overload occurs in a Special Education class, the District will attempt to alleviate the overload in accordance with option 1 and/or 2 below. If the District does not alleviate the overload through option
- 2650 1 and/or 2, the affected employee will then elect to take option 3 or to receive compensation.
 - 1) Employees may be employed in addition to those provided for by the Basic Education Act.
 - 2) Students may be transferred.
 - 3) A paraeducator may be assigned at the option of the employee. However, when paraeducator time is used, the time will consist of at least one-half day per classroom at the elementary level, or 50 minutes per period of overload at the secondary level. Paraeducator time will be generated outside existing programs.
- A Special Education employee who elects to receive compensation in lieu of paraeducator time will be paid as follows:
- 2659 **Elementary (K-5)**
- 2660 Resource Program employees \$3.50 / student day
- 2661 **Secondary (6-12)**
- 2662 Resource Program employees \$3.50 / student hour or \$3.50 / student day

2663 District Special Services Programs

2664	Preschool	\$35.00 / student week caseload limit
2665	Autism	\$17.50 / student day
2666	Tier II	\$17.50 / student day
2667	Lifeskills	\$17.50 / student day
2668	Structured Learning	\$17.50 / student day
2669	Occupational/Physical Therapists	\$17.50 / student week
2670	Speech & Language Pathologists	\$17.50 / student week
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- 2671 The District may make downward adjustments in existing overloads at any time, including overloads
- being remedied under option 3 and/or by receiving compensation.
- In all instances, overloads will be paid to the affected employee from the first day of overload, except as
- 2674 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

2675 If a classroom employee on sick leave receives overload, overload compensation will be paid to him or

her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will begin to

receive the compensation.

Section 10: Case Management

Paid Substitutes for Case Management (Classroom Special Education

Employees Only)

- The Director of Special Services will create a schedule of paid substitute employees to cover for each
- 2682 certificated Special Education employee who teaches a classroom of students. These substitutes will be
- 2683 made available four (4) times each year and may only be requested for Tuesdays, Wednesdays, and
- Thursdays. These hours must be spent in the employee's assigned building.
- 2685 At the discretion of the Special Education employee, these days may be used outside of workdays, with
- 2686 employees receiving casual substitute pay for compensation. To claim these hours, employees must
- submit the appropriate documentation to the Special Services Department on or before the last day of
- 2688 June.

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- 2689 The purpose of this provision is to grant time to Special Education classroom employees to fulfill the
- 2690 case management requirements of their designated teaching assignments.
- For Tier III educators who are required to complete State alternative assessments (WA-AIM), one (1)
- additional workday may be taken as release time. The employee may receive one (1) day of pay at per-
- 2693 diem rate in lieu of the release time.

Case Management (Managing Additional Caseloads)

- When a Special Education position is unable to be filled with a certified Special Education employee,
- 2696 employees who hold Special Education certification may be asked to cover part or all of a caseload for a
- 2697 position. Employees who choose to cover an IEP or caseload will receive four (4) hours of per-diem for
- 2698 each IEP they write for students not on their normal caseload. In addition, employees will receive one
- 2699 (1) hour of per-diem for each progress reporting period in which they are responsible for the student.
- 2700 Completion of any portion of the progress reporting will entitle the employee to the full payment for that
- 2701 reporting period. Employees can decline to accept additional IEPs and caseloads outside their normal
- assignment.
- 2703 If there is a case with exceptional circumstances on the caseload being covered, the case manager and
- 2704 Director of Special Services will determine if an additional 7.5 hours of pay or more will be granted per
- 2705 special case.
- 2706 This provision will not be used in place of making every effort to fill all Special Education positions
- with certificated employees.

Case Management (Elementary Special Education Employees)

- Unless agreed on by the Special Education staff involved, a student's primary service provider will be
- 2710 his or her case manager. The case manager will be responsible for all aspects of the IEP process, except
- for the goals and objectives of another Special Education provider. The primary Special Education
- 2712 provider will be the person who spends the most amount of time with the student.
- When considering the least restrictive environment for students at the elementary level, IEP teams may
- 2714 make recommendations for students to be served in more than one Special Education program within a
- building. Recommendations from the IEP team will be based on data collection, analysis, and/or student
- 2716 readiness for a less-restrictive instructional environment. When an IEP team makes this
- 2717 recommendation, a Special Services administrator will be notified.

- When elementary students from a District-level program (Tier II, Tier III) are served in the resource
- 2719 room, the resource room educator will receive .25 of a student toward caseload overload. The additional
- 2720 .25 will not be included in the monthly count submitted to the State. Resource room educators delivering
- SDI for students in a District-level program (Tier II or Tier III) will provide data to the case manager for
- 2722 Present Levels of Academic Achievement & Functional Performance (PLAAFPs), goals, and progress
- 2723 reporting.
- 2724 Elementary resource room students will not receive SDI from District-level program staff (Tier II or
- 2725 Tier III).

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- 2726 This language does not change the responsibilities or reduce the primary case manager's caseload or
- 2727 overload count.

Section 11: Task Forces and Committees

- Elementary and Secondary Resource Room Task Forces
- 2730 **During the 2022-23 school year**, the District and Association will establish separate task forces, for
- elementary resource room employees and secondary resource room employees.
- Each Task Force will address case management responsibilities, master scheduling, implications of
- 2733 inclusionary practices, and financial implications of case management time and provide
- recommendations by the end of the 2022-23 school year.
- 2735 The makeup of each Task Force will be jointly determined by the District and the Association. Task
- Force members will be compensated at the curriculum rate for work that falls outside the regular
- 2737 contract day.
- 2738 Special Education Committee for Evaluations
- During the 2022-23 school year, the District and Association will continue to work as a Special
- 2740 Committee to develop evaluations for employees who work in Special Education classrooms.
- 2741 Committee members will be compensated at the curriculum rate for work on the committee that falls
- outside the regular contract day.

Article IX – Evaluation 2743

2744	Section 1: Definitions
2745 2746 2747 2748 2749 2750	In this section, Classroom Teacher does not include ESAs, Counselors, Librarians, Psychologists, Lifeskills, Autism, Tier II Behavior, Structured Learning, ESL Specialists, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with or assign grades to regularly-recurring and specifically-defined groups of students. Bargaining unit members who do not meet this definition will remain in the previous evaluation system, as defined elsewhere in this CBA. Specific evaluation forms are in the Appendix of this CBA.
2751	Criteria: one (1) of the eight (8) State-defined categories to be scored.
2752	Component: one (1) of the 22 areas in Danielson's four (4) domains.
2753 2754 2755	Evaluator: a certificated administrator trained in observation, evaluation, inter-rater reliability, and the use of the specific instructional framework and rubrics in this CBA and relevant State or Federal requirements. The evaluator will assist the employee by providing support and resources.
2756 2757 2758	Artifacts: products generated, developed, or used by a certificated employee. Artifacts should not be created specifically for the evaluation system. Tools or forms used in the evaluation process may be considered artifacts.
2759 2760 2761 2762 2763	Observe or Observation: the gathering of evidence made during classroom or worksite visits or other visits, work samples, or conversations that provide evidence of performance of assigned duties, to examine evidence over time against the instructional or leadership framework rubrics. In the Comprehensive Evaluation, two (2) 30-minute observations are required. Audio or video recordings can't be made without prior knowledge and written approval from the employee.
2764 2765 2766 2767 2768	Evidence: examples or observable practices of the employee's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a National Boards portfolio. It is a sampling of data to determine the level of performance. It should be gathered during the normal course of employment . Documentation related to students and parents may be submitted by the employee as evidence.
2769 2770	Plan of Support: a voluntary plan to assist an employee to address identified problems during the evaluation cycle .
2771 2772	Plan of Improvement: a mandatory plan based on the summative score at the end of the evaluation cycle to be implemented the following year.
2773	Not Satisfactory:
2774 2775	Level 1: Unsatisfactory - receiving a summative score of 1 is not considered satisfactory performance for employees.
2776 2777 2778	Level 2: Basic - if the classroom teacher is on a continuing contract with more than five (5) years of teaching experience, and if a summative score of 2 has been received two (2) years in a row or two (2) years within a consecutive three-year period, the teacher is not performing at a satisfactory level.
2779	Student Growth: the change in student achievement between two (2) points in time during a school year
2780 2781 2782	Student Growth Data: relevant multiple measures that can include classroom-based, school-based, and District-based tools. Assessments used to demonstrate growth will be selected by the classroom teacher and agreed on by the evaluator. Percentages will not be required by the evaluator as a measurement

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- 2783 standard for student growth. Student growth goals without specific percentages will default to the State
- 2784 criteria that more than 50% of students will show growth for the teacher to be Proficient.
- 2785 Distinguished: the significant majority of students meet the growth goal with consideration of limiting
- 2786 factors, to be discussed by the employee and principal.

Section 2: State Criteria, Framework, and Scoring 2787

- 2788 The purpose of this evaluation system is to help employees with their professional growth. Evaluators
- 2789 will assume all employees are Proficient. When evaluating, evaluators will look at the requirements for
- 2790 Proficient and move in either direction based on the evidence. Quality of evidence will be favored over
- 2791 quantity of evidence.

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The State evaluation criteria are:

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

Instructional Framework

2803 The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte 2804

Danielson and approved by OSPI.

Summative Performance Scoring

If the evaluator and employee can't agree on a summative score, the employee may request an alternative evaluator to analyze the evidence, using the rubric. The summative score is determined by:

- 1) The performance rating for each of the eight (8) State evaluation criteria is determined by combining the component score(s) and the student growth scores for criteria 3, 6, and 8. The score for each criteria is determined by weighing all the evidence and/or artifacts collected, considering growth over time, and comparing the current performance to the rubric.
- 2) Evaluators add up the raw score on these criteria and the employee is given a score of Unsatisfactory, Basic, Proficient, or Distinguished, based on these scores:
- 2814 08-14 Unsatisfactory
- 2815 15-21 Basic 2816
 - 22-28 **Proficient**
- 2817 29-32 Distinguished
- 2818 3) Five (5) components are designated as student growth components and are embedded in the 2819 instructional framework. These components are in the criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and 2820 SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of 2821 Low, Average, or High, based on these scores:
- 2822 05-12 Low
- 2823 13-17 Average
- 2824 18-20 High

2825 4) The default definition of student growth is more than 50% of the students meeting the goal. If an 2826 employee receives a Distinguished summative score and a Low student growth score, he or she is 2827 automatically moved to the Proficient level for his or her summative score.

A Low Student Growth Rating

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2829 Within two (2) months of receiving the Low student growth score, or at the beginning of the 2830 following school year, one (1) or more of the following must be initiated by the evaluator, following a 2831 discussion with the employee:

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

Applicability

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

Those employees not using the Focused or Comprehensive evaluation will be evaluated using the evaluation form for their particular job.

Professional Development

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

Procedural Components of Evaluation

2854 The building administrators, principal, and/or assistant principal(s) will be designated evaluator(s) for all 2855 employees assigned to the building. No employee will be evaluated by an evaluator who has not been 2856 trained in observation, evaluation, and the use of the specific instructional framework and rubrics in this CBA and relevant State or Federal requirements. Each year, the District will provide the Association 2858 with evidence of the content, and successful completion of, this training for each observer or evaluator 2859 before he or she evaluates bargaining unit members.

Prior to the completion of the evaluation report, the evaluator will perform the required observations of the employee in a formal teaching setting. The time for at least one (1) of the observations will be pre-determined by the evaluator and the employee. Unless consent is given by the employee, an employee who has received a 1 or a 2 in a criteria in a previous observation will not be observed on halfdays, late start days, the day before winter or spring break, or on days with assemblies or a modified schedule. Each regular observation will be at least 30 minutes long and only bargained evaluation forms will be used.

2867 In addition to observing, the evaluator and the employee will be jointly responsible for the collection of evidence and artifacts necessary to complete the evaluation. An employee may be asked to provide 2868

- evidence or artifacts that are reasonable and sufficient to aid the evaluator when information is not easily
- observable or available to the evaluator. Evaluators may not mandate arbitrary numbers or types of
- 2871 evidence and artifacts.
- 2872 An employee receiving an Unsatisfactory may contact the Association for counsel and advice and
- include Association representation in the evaluation process.
- 2874 On request, employees may be assigned an alternative evaluator. Requests must be submitted by
- 2875 October 1 to the Association President and include a specific reason for the change.

Section 3: Comprehensive Evaluation

- 2877 A Comprehensive Evaluation will include all eight of the State criteria. An employee eligible for a
- Focused Evaluation must complete a Comprehensive Evaluation once every six (6) years.

2879 **Pre-Observation Conference**

- 2880 The pre-observation conference will be held **prior to each formal observation**. The employee and
- evaluator will agree when to conference. The purpose of the pre-observation conference is to discuss the
- employee's goals, establish a date for the formal observation, and discuss matters like the professional
- 2883 activities to be observed, the content, the objectives, the strategies, and the observable evidence to meet
- 2884 the scoring criteria.

2885 Formal Observations

- 2886 The first of at least two (2) formal observations for each employee will be conducted within the first 90
- 2887 days of the school year. The first observation will be prearranged with the employee. The employee
- 2888 may request additional observations. The total annual observation time can't be fewer than 60 minutes. A
- 2889 formal observation will not be less than 30 minutes.
- 2890 Third-year provisional employees must be observed three (3) times, for a total of no less than 90
- 2891 minutes.

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- Observations will occur no later than 10 days after the pre-observation meeting.
- Unless consent is given by the employee, an employee who has received a 1 or 2 in a criteria in a
- previous observation will not be observed on half-days, late-start days, the day before winter or spring
- break, or days with assemblies or a modified schedule. Each regular observation will be at least 30
- 2896 minutes long.

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- 2897 The evaluator will document all formal observations using the negotiated form and provide copies to the
- 2898 employee within three (3) working days.
- 2899 Second formal observations will occur no sooner than six (6) weeks after the first formal observation
- and, ideally, in different semesters or trimesters, so that reasonable time can be provided for continuing
- 2901 professional growth. The observation will occur no later than 10 working days after the pre-
- observation meeting.
- 2903 The final formal observation will occur **prior to May 10**, unless the employee is on probation, when
- 2904 timelines under the Probation section must be followed.
- 2905 All observations will be conducted openly. Audio or video recordings will not be made without the prior
- knowledge and written approval of the employee.

Informal Observations

- 2908 An informal observation is a documented observation of no less than 10 minutes that is not required to
- be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- 2910 An evaluator may conduct any number of informal observations.

- 2911 Informal observations do not have to be in the classroom. Department or collegial meetings may be used
- 2912 for informal observations.
- 2913 Documentation will be provided to the employee within three (3) working days of the informal
- observation. Documentation must identify areas of concern, if any.
- 2915 After an informal observation, an employee may request a conference to discuss the informal
- 2916 observation.

2917 Post-Observation Conference

- The post-observation conference between the evaluator and employee will be held **no later than 10**
- working days after the formal observation.
- 2920 The purpose of the post-observation conference is to review the evaluator's and employee's evidence
- related to scoring criteria from the observation and discuss the employee's performance.
- 2922 If there is an area of concern, the evaluator will identify specific concerns for the applicable component
- and provide possible solutions in writing to remedy the concern. The evaluator must include a clear
- description of the problem, a detailed recommendation or recommendations for improvement, and
- specific acceptable levels of performance, as per the language in the framework.
- 2926 At this time, the employee has the right to provide additional evidence for each scored component. This
- evidence must be given appropriate weight and consideration in scoring the component(s).

2928 Final Summative Evaluation Conference

- No later than May 25, or prior to May 15, if the employee is to receive a score below Proficient, the
- evaluator and employee will meet to discuss the employee's final summative score. The final summative
- score, including the student growth score, must be determined by an analysis of evidence that is a
- 2932 holistic assessment of the employee's performance over the course of the year. If the employee is on
- 2933 probation, the timelines under the Probation section must be followed.
- 2934 Annual evaluations will be based on all classroom observations and evidence collected for that year.
- 2935 Evidence may be collected at the beginning of the evaluation cycle, which commences the day after
- school is dismissed and ends May 1 of the following school year.
- 2937 The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
- 2938 for each criterion.

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- 2939 The employee may provide a list of factors limiting his or her performance, which the evaluator must
- consider **prior to assigning the final summative score**. Factors may include, but are not limited to:
- class size, in accordance with this CBA
 - sufficient availability of supplies and equipment for the instructional program
 - Adequate physical facilities and location to accommodate the learning environment, as necessitated by the area of instruction being taught
 - preparation time for employees, in accordance with this CBA
 - administrative support dealing with disciplinary problems, in accordance with this CBA
- Employees will not be marked down in subject areas for which they are not endorsed or certificated.
- 2948 The employee will sign three (3) copies of the Summative Evaluation. Distribution of the final evaluation
- form will be: one (1) to the employee, one (1) to the evaluator, and one (1) to the personnel file. The
- signature of the employee does not necessarily imply the employee agrees with its contents. The
- employee may attach written comments to observations and to the final annual evaluation report and
- 2952 may seek relief through the grievance procedure. An employee receiving an Unsatisfactory may write a
- rebuttal, which will be attached to the observation report.

- 2954 Only the final evaluation form and rebuttal, if any, is placed in the employee's personnel file. All other
- 2955 documents remain in the working files at the school.
- 2956 Comprehensive Evaluation Timeline
- 2957 An employee will complete the self-assessment form and share it with his or her supervisor **no later**
- than September 30.
- 2959 Student growth goals for criteria 3, 6, and 8 will be proposed by the employee and agreed on by the
- evaluator during the goal-setting conference, to be held no later than October 31.
- 2961 The first formal observation will be completed by December 1. Pre- and post-observation conferences
- should take place after each formal observation.
- 2963 A student growth summary will be due to the supervisor **on or before April 30**.
- The final observation will be completed by May 10.
- 2965 The final evaluation will be completed by May 25 or prior to May 15 if the employee is to receive a
- 2966 score below Proficient.
- 2967 If an employee is on probation, the timelines under the Probation section must be followed.

2968 Section 4: Focused Evaluation

- 2969 The Focused Evaluation is used when an employee is not evaluated using the Comprehensive Evaluation
- 2970 process and will include evaluation of one (1) of the eight (8) State criteria.
- 2971 If a non-provisional employee has scored at Proficient or higher the previous year, he or she may choose
- 2972 to be evaluated using the Focused Evaluation. The employee may remain on Focused Evaluations for
- 2973 five (5) years before returning to the Comprehensive Evaluation.
- 2974 A summative score is assigned using the summative score from the most recent Comprehensive
- 2975 Evaluation. This score becomes the Focused summative score for subsequent years. Should an employee
- 2976 provide evidence of exemplary practice on a Focused Evaluation criterion, a level 4 (Distinguished)
- score may be awarded by the evaluator.
- 2978 All observations will be conducted openly. Audio or video recordings will not be made without the prior
- 2979 knowledge of, and written approval from, the employee.

2980 Process for Focused Evaluation

- The employee or the evaluator can initiate a move from the Focused Evaluation to the Comprehensive
- 2982 Evaluation. A decision to move an employee from a Focused Evaluation to a Comprehensive Evaluation
- 2983 must occur within the first 60 days of the school year.
- 2984 The criterion area to be evaluated will be proposed by the employee and agreed on by the evaluator
- during the goal-setting conference, to be held no later than October 31.
- 2986 If the employee chooses criterion 3, 6, or 8, he or she must complete the corresponding student growth
- 2987 components.
- 2988 If the employee chooses criterion 1, 2, 4, 5, or 7, he or she must also complete the student growth
- 2989 components in criterion 3 or 6.
- Visits, work samples, or conversations that allow for the gathering and examining of evidence over time
- against the instructional framework rubrics may be considered an observation.

2992 Informal Observations

- 2993 An informal observation is a documented observation of no less than 10 minutes that is not required to
- be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- 2995 An evaluator may conduct any number of informal observations.
- 2996 Observations do not have to be in the classroom. Department or collegial meetings may be used for
- 2997 informal observations.
- 2998 A copy of the documentation will be provided to the employee within three (3) days of the informal
- observation. Documentation must identify areas of concern, if any.
- 3000 After an informal observation, an employee may request a conference to discuss the informal
- 3001 observation.

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- A mid-year conference is required to provide feedback on goal and criterion progress.
- A group of employees may focus on the same evaluation criterion and share professional growth
- activities. This collaboration should be initiated by the employees, and no individual will be required to
- work on a shared goal.

Final Summative Evaluation Conference

- No later than May 25, or prior to May 15 if the employee is to receive a score below Proficient, the
- 3008 evaluator and employee will meet to discuss the employee's final summative score. The final summative
- score, including the student growth score, must be determined by an analysis of evidence. This analysis
- will be a holistic assessment of the employee's performance over the course of the year.
- 3011 Annual evaluations will be based on all classroom observations and evidence collected for that year.
- 3012 Evidence may be collected at the beginning of the evaluation cycle, which commences the day after
- school is dismissed and ends May 1 of the following school year.
- The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
- 3015 for each criterion.
- The employee may provide a list of factors limiting his or her performance that the evaluator will
- 3017 consider **prior to assigning the final summative score**. Factors may include, but are not limited to:
- class size, in accordance with this CBA
 - sufficient availability of supplies and equipment for the instructional program
- adequate physical facilities and location to accommodate the learning environment, as necessitated by the area of instruction being taught
 - preparation time for employees, in accordance with this CBA
 - administrative support in dealing with disciplinary problems, in accordance with this CBA
 - evaluation for employees in their endorsement areas
- The employee will sign three (3) copies of the final summative evaluation. Distribution of the final
- evaluation criteria form will be: one (1) to the employee, one (1) to the evaluator, and one (1) to the
- 3027 personnel file. The signature of the employee does not necessarily imply the employee agrees with its
- 3028 contents. The employee may attach written comments to observations and to the final annual evaluation
- report and may seek relief through the grievance procedure.
- 3030 An employee receiving an Unsatisfactory may write a rebuttal, which will be attached to the observation
- 3031 report.
- Only the final evaluation form and rebuttal, if any, are placed in the employee's personnel file. All other
- documents remain in the working files at the school.

3034 Focused Evaluation Timeline

- 3035 **During October**, employees will meet with their supervisors, either as individuals or as grade level
- teams, to review goal(s) for their chosen focus area.
- Employees complete and submit the final student growth goal form **no later than October 31**.
- The first formal observation, if appropriate, will be completed by **December 1**. The observation may be
- 3039 held during PLC meetings, as appropriate to the criteria.
- 3040 Pre- and post- conferences are not required for the focused evaluation process.
- 3041 Student growth summary will be due to the supervisor **April 30**.
- Final evaluation meetings with individuals or teams will be held between May 10 and May 25.
- Final evaluation will be completed by May 25 or prior to May 15 if the employee is to receive a score
- 3044 below Proficient.

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Section 5: Support for Employees Whose Evaluations are Basic or Unsatisfactory

- The Association will be notified within 10 school days when an employee with three (3) or more years
- of experience is judged below Proficient on the summative evaluation.
- When an employee with three (3) or more years of experience is judged below 3 (Proficient), additional
- 3050 support will be granted to the employee to support his or her professional development. This may
- include, but is not limited to, PAR assistance, District-provided trainings, coursework, various materials,
- and assistance from the Association.
- 3053 If an employee with more than five (5) years of experience receives a Summative Evaluation score
- below Proficient, the employee must be formally observed **before October 15** the following year. If that
- first formal observation results in ongoing and specific performance concerns, one (1) of the following
- 3056 may occur:
 - A structured support or improvement plan will be implemented to support the employee within the first 60 days of the school year.
 - The employee may be placed on probation according to the requirements/timelines outlined in the Probation section.

Additional Support for Provisional Employees

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

- a completed Comprehensive Evaluation, conducted in accordance with Section 3 above
- a specific and reasonable plan designed to assist the employee to improve his or her performance, including benchmarks defining desired performance and indicating whether it has been achieved
- a description of the assistance and services the District will provide to the employee to improve his or her performance
- periodic reports to the employee of the evaluator's judgment on the employee's progress toward remediating deficiencies
- written notice to the Association and employee prior to March 1, or 30 calendar days after the employee began work, whichever is later.

3075 Section 6: Probationary Procedures

- 3076 The requirements of this procedure will be to ensure professional rights and due process are maintained
- 3077 for the employee involved, ensure accurate assessment of the charges of deficient performance, outline
- available District resources, and clearly define and clarify the role of the District and the employee. If it
- 3079 becomes necessary to place an employee on probation, the action will be in accordance with the
- 3080 evaluation procedure in this CBA.
- 3081 An employee's work is not judged satisfactory, and therefore the employee will be placed on probation
- when the overall summative score is 1 Unsatisfactory.
- In addition, a continuing contract employee under **RCW 28A.405.210** with more than five (5) years of
- teaching experience whose Comprehensive Summative Evaluation score is 2 –Basic for two (2)
- consecutive years or for two (2) years within a consecutive three-year time period will also be placed
- 3086 on probation.
- 3087 Employees may only be placed on probation from the Comprehensive Evaluation system described
- 3088 above.
- Employees on continuing contracts who have been assigned to teach outside of their endorsement areas
- 3090 will not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the
- 3091 out-of-endorsement assignments.
- A probationary process is to be implemented and completed within this timeframe. In carrying out the
- probation procedure, the following steps will be followed.
- 3094 **Step 1**
- 3095 Before probation is recommended, the principal will meet with the employee in an attempt to resolve
- matters relating to performance. This meeting will be held within 10 days of the date of the fall
- evaluation and in no case later than January 20. The employee will have an opportunity to have an
- 3098 Association representative in attendance at the conference.
- 3099 **Step 2**

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- 3100 If an employee is to be placed on probation, the Superintendent will notify the employee after October
- 3101 **15 but no later than January 26 of the current school year**. The Association President will be given
- notification at least three (3) days before an employee is to be placed on probation. The notification for
- probation must be in writing, and a copy of that notification must be sent to the employee. The
- 3104 notification for probation will include the following:
 - a clear definition of the problem in terms of instruction deficiency, as related to the evaluation criteria based on the framework. Once the areas of deficiency and the criteria for improvement have been established, they can't be changed.
 - a clear and reasonable set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined
 - a prescription for remediation that spells out courses of action and time expectations, so the employee involved can reach an acceptable level of performance
 - a prescription for assistance by the principal that spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level
- 3115 **Step 3**
- 3116 **During the probationary period** the evaluator will meet with the probationary employee at least twice
- a month to supervise and make a written evaluation of the progress, if any, made by the employee. The

- provisions above will apply to the documentation of observation reports during the probationary
- 3119 **period**.
- The probationary employee may request that an additional certificated evaluator become part of the
- probationary process, and the request must be granted. Evaluator(s) may be selected jointly and/or
- 3122 separately by the District and the Association.
- The probationary employee may be removed from probation at any time during the process if he or she
- demonstrates the necessary improvement in the areas specified in the notice of probation.
- 3125 **Step 4**

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- On completion of a 60-school day probationary period and after all the steps and processes of the
- 3127 probationary period have been followed, the evaluator will submit a report to the Superintendent making
- one (1) of the following recommendations:
- The employee demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status and renewal of the contract. An employee with more than five (5) years of experience will have earned a score of Proficient. A non-provisional employee with five (5) or fewer years of experience will have earned a minimum score of Basic, or
 - the employee has demonstrated improvement in the stated areas of deficiency but should have the probationary period extended to address areas where further improvement is required, or
 - the employee has not demonstrated sufficient improvement in the stated areas of deficiency, constituting grounds for a finding of probable cause for non-renewal of a contract under RCW 28A.405.300 or 28A.405.210.
- In addition, as per RCW 28A.405.100, immediately following the completion of a probationary
- 3139 program that does not produce performance changes detailed in the initial notice of deficiencies and
- improvement program, the employee may be removed from his or her assignment and be placed into an
- 3141 alternative assignment for the remainder of the school year. If reassignment is not possible, the District
- may place the employee on paid leave for the balance of the contract term.
- 3143 The Superintendent will notify the employee of the status of his or her contract renewal in writing **no**
- 3144 later than May 15.
- 3145 If probable cause for non-renewal of the employee's contract is determined, notification will be made by
- 3146 action of the Board.
- Non-Renewal (Discharge)
- When a continuing contract employee with five (5) or more years of experience receives a
- 3149 Comprehensive Summative Evaluation rating of 1- Unsatisfactory for two (2) consecutive years, the
- District will, within 10 days of the completion of the final evaluation conference or May 15,
- 3151 **whichever occurs first**, implement the employee notification of non-renewal (discharge) as provided in
- 3152 **RCW.28A.405.300**.
- An employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge
- 3154 by the Superintendent pursuant to this Article will have 10 working days following receipt of notice to
- 3155 file any notice of appeal, as provided by statute.
 - **Evaluation Results**
- 3157 Evaluation results will be used:
 - to acknowledge, recognize, and encourage excellence in professional performance
 - to document the level of performance by an employee of his or her assigned duties

3160 to identify specific areas in which the employee may need improvement, according to the criteria 3161 included on the evaluation instrument to document performance by an employee judged Unsatisfactory based on the District evaluation 3162 3163 criteria Human Resources and personnel decisions will be bargained when required. 3164 3165 Other uses of evaluation results are subject to bargaining. Evaluators will not consider school or District-wide, building-wide, department, grade level, or any 3166 other groups' scores when evaluating the individual employee. For example, there will be no pre-3167 determined limits on the number of 4's (Distinguished) in a school. 3168

3169 Article X – Grievance Procedure

- 3170 The purpose of the grievance procedure is to provide an orderly and expeditious resolution to employee concerns or adjustment of a grievance by an employee or group of employees. To facilitate and foster 3171 3172 collaborative problem solving, the District and Association agree to collaboratively provide annual 3173 training to Association representatives and administrators in problem solving and grievance processing. 3174 The grievance procedure may be held in abeyance when the District and Association agree to extend the 3175 timelines or to use trained conflict managers to resolve issues at the lowest level. Principals and 3176 Association leadership are encouraged to problem-solve issues **prior to initiating the grievance process.** Timelines will not begin until the parties fail to resolve the issue informally. 3177 3178 Every reasonable effort will be made to resolve grievances before the close of a school term, or as soon
- Every reasonable effort will be made to resolve grievances before the close of a school term, or **as soon** as **possible**.

Definitions

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- Grievant: an employee or group of employees or the Association filing a grievance on behalf of an employee or group of employees. A grievance in which two (2) or more employees have the same complaint will be processed as a single action. The Association will have the right to be present and, if the employee elects, represent the employee at any point in the procedure.
- 3185 Grievance: a written statement by a grievant that a controversy, dispute, or disagreement exists due to
- 3186 the interpretation or application of the terms of this CBA or due to an existing Board policy,
- administrative regulation, or condition that jeopardizes employee health and safety.
- 3188 Days: contract workdays during the school year and Kennewick School District business days during
- the summer. Grievance action(s) carried over from the school year will be placed on the summer
- schedule by agreement between the Association and the District.
- Past Practice: any long-standing frequent practice accepted and known about and agreed to by the
- 3192 Association and District or, at least, has been allowed to occur. Past practice is subject to the grievance
- procedure if it is clear, consistently applied, not a special or one-time exception to a general rule,
- occurred repeatedly, and has existed for a substantial period of time.

Procedures and Steps

- 3196 A grievance must be filed within 30 days of the occurrence of the event about which the grievance is
- 3197 based or the date on which the event could reasonably have been known to be an alleged grievable
- violation, not to exceed 120 days. Grievances arising from application of the Assignment and Transfer
- section in this CBA must be filed within 30 days.
- 3200 Timelines and procedures in this section will be strictly followed, unless waived in writing by both
- parties. Failure of the grievant to follow the timelines will mean the grievance is withdrawn. Failure by
- 3202 the District to follow the timelines will automatically qualify the grievance for advancement to the next
- 3203 step. Failure of the District Administration to meet the timelines at the final step preceding arbitration
- will result in the requested remedies being granted.
- 3205 Grievances relating to interpretation or application of this CBA, when filed in the name of the
- 3206 Association, may be initiated at Step 3.

3207 Step 1 - Problem Solving

- 3208 The parties agree every effort should be made to settle problems at the lowest level through informal
- 3209 communication between the employee(s) and his or her or their immediate supervisor(s), or between
- 3210 Association leadership and the District for grievances that would be initiated at Step 3. The Association

- and District agree to encourage the use of problem solving **prior to initiating formal written**
- 3212 grievances.
- 3213 Grievances will not generally be processed until the employee(s) and, at the employee's, or employees',
- 3214 discretion, an Association representative have attempted informal two-way communication. An informal
- resolution of a problem must conform to the provisions of this CBA and be reported to the Association
- President. This step may be bypassed and does not prohibit the initiation of a formal grievance to
- 3217 preserve timelines, or when either party believes a formal process is necessary.

3218 **Step 2 – Immediate Supervisor**

- 3219 The grievant(s) submit(s) a grievance review request to the immediate supervisor, who will propose a
- meeting date within 10 days of receiving the request and render a written decision to the grievant(s)
- within 10 days of the formal meeting.
- A copy of the grievance review request will be sent to the Superintendent and the Association President.
- 3223 A copy of the written decision will be sent to the Superintendent and the Association President.

3224 **Step 3 – District-Level Administrator**

- 3225 If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at Step 2, the grievant
- may refer the grievance to the appropriate District-level administrator within 10 days of receipt of the
- decision and a copy will be given to the grievant's, or grievants', immediate supervisor. The District-
- level administrator will meet with the grievant(s) within 10 days of the grievance being referred to
- 3229 **him or her**. Both the District-level administrator and the grievant(s) may have others present at the
- meeting who can suggest an acceptable adjustment of the grievance.
- 3231 The District-level administrator will render a written decision on the grievance and adjustment(s) within
- 3232 **10 days of the grievance being heard**. Copies of the decision will be sent to the grievant, the grievant's
- 3233 immediate supervisor, and the Association President.

3234 Step 4 – Appeal to Superintendent

- 3235 If the grievant(s) is/are not satisfied with the decision of the District-level administrator at Step 3, he or
- she or they may refer the grievance to the Superintendent within 10 days of receipt of the decision,
- with a copy going to the grievant's immediate supervisor.
- 3238 The Superintendent will meet with the grievant(s) within 10 days of the grievance being referred to
- 3239 **him or her**. The Superintendent and the grievant(s) may have others present at the meeting who can
- 3240 suggest an acceptable adjustment of the grievance.
- The Superintendent will render a written decision on the grievance and adjustment within 10 days of
- 3242 the grievance being heard. Copies of the Superintendent's decision will be sent to the grievant, the
- 3243 grievant's immediate supervisor, and the Association President. The Superintendent's office will retain a
- 3244 copy.

3245 **Step 5 – Binding Arbitration**

- 3246 If the grievance is not resolved at Step 4, the Association, at its sole discretion, may advance the
- 3247 grievance to a final and binding arbitration within 30 days of receipt of the Step 4 response.
- 3248 Arbitrators are selected from a list provided by the Federal Mediation and Conciliation Service or the
- 3249 American Arbitration Association. The District and Association will rank and strike names of arbitrators
- and return separate lists to the appropriate agency for final selection. Hearings will be conducted in
- accordance with the rules of the selected agency.
- 3252 The arbitrator will present a written decision after the close of the hearing.

- **During the arbitration**, neither the District nor the Association will present evidence not previously
- disclosed. Each party will bear the full cost for its side of the arbitration and will pay one-half the cost
- 3255 for the arbitrator and administration fees.

3256 Freedom from Reprisals

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

Powers of Arbitrator

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An arbitrator will have no power to alter, add to, or subtract from the terms of this CBA.

Election of Remedy

- 3262 An employee receiving notification of non-renewal of contract, discharge, or adverse effect may
- 3263 challenge imposed discipline through the grievance procedure. If an employee invokes his or her rights
- 3264 under statute to challenge the discipline and continues to pursue the statutory appeal process, the
- 3265 Association may not advance the grievance on behalf of the employee to the arbitration step. The
- Association may advance the grievance to the arbitration step on behalf of the employee if he or she
- agrees to waive in writing his or her right to challenge the discipline under applicable statute.
- 3268 If the employee waives his or her right to challenge proposed discipline through the statutory appeal
- process and decides to work with the Association to pursue arbitration, the discipline will be held in
- 3270 abeyance until a ruling is received from the arbitrator. Holding proposed discipline in abeyance does not
- prevent the employer from placing the employee on paid administrative leave until a ruling is received.

3272 Release Time

- 3273 Grievances will ordinarily be processed during the regular workday, and release time will be provided
- 3274 for all participants in the investigating and processing of grievances, including the grievant, Association
- 3275 representatives, and witnesses.

Appendix

Definitions

Abbreviations

Comprehensive Classroom Teacher Evaluation Form (4 Pages)

Focused Teacher Evaluation Form

Certificated Staff Evaluation Form A

Certificated Support Personnel Form A-1

Librarian Evaluation Form A-2

Counselor Evaluation Form A-3

Letters of Agreement

VEBA Form (Monthly Deduction)

Salary Schedules

Calendars

Index

Definitions

Agreement: the Collective Bargaining Agreement signed by the parties.

Association/Bargaining Unit: the Kennewick Education Association, which is affiliated with the Washington Education Association and with the National Education Association.

Contract: the individual employment contract or other supplemental contracts issued to each employee.

Day: contract workdays during the school year and Kennewick School District business days during the summer.

District/Board: the Kennewick School District and the designated agents thereof.

Employee, Certificated Employee Staff, or Member: all certificated employees in the bargaining unit.

Leave Replacement Employee: employees issued a non-continuing contract to fill the position of a regular employee on extended leave.

Parties: the District and the Association as co-signers of the agreement.

Policy/Board Policy: the current policies adopted by the Kennewick School District Board of Directors. Provisional Employee:

- An employee during the first three (3) years of employment by the District or the first two (2) years where the Superintendent may make a determination to remove an employee from provisional status after the second year, in accordance with the RCW/WAC guidelines.
- An employee who has previously completed at least two (2) years of certificated employment in another school District in the state, **during the first year of employment** by the District.

RCW/WAC: refers to the applicable laws, rules, and regulations of the State of Washington.

Retire/Rehire: a certificated employee who retires and is separated from service and rehired in accordance with applicable RCW/WAC guidelines.

Same Position: unless otherwise defined, a position at the building, and grade level or subject area previously held by the employee subject to the normal adjustments necessitated by shifts in enrollment or course offerings.

Seniority: unless otherwise defined, the employee's total number of years teaching in Washington State. The date the employee signed the initial Kennewick employment contract will be used to break ties.

Abbreviations

ADA – Americans with Disabilities Act

ASHA – American Speech-Language-Hearing Association

CET – Community Employment and Transition

CBA – Collective Bargaining Agreement

CPE – Consulting Peer Educator

CTE – Career and Technical Education

ELA – English Language Arts

ELL – English Language Learner

ESL – English as a Second Language

FTE - Full-Time Equivalent

IEP – Individualized Education Plan

KEA – Kennewick Education Association

KSD - Kennewick School District

MOU – Memorandum Of Understanding

NEA-PAC – National Education Association Political Action Committee

OSPI – Washington Office of Superintendent of Public Instruction

PAR – Peer Assistance and Resources

PECS – Picture Exchange Communication System

PLC – Personal Learning Community

RCW – Revised Code of Washington

SPED – Special Education

TOSA – Teacher On Special Assignment

TPEP - Teacher/Principal Evaluation Program

WAC – Washington Administrative Code

WEA-PAC – Washington Education Association Political Action Committee



Classroom Teacher Evaluation

Comprehensive Evaluation

		widge to the future							
Employee	e:	0							
Building/	Program:								
Evaluator	·:			Sch	ool Year:				
Dates of o	observations:	date here	date here date	e here dat	e here	Final Conference			
		以为是自己的	Cr	riterion	A THE REAL PROPERTY.		Score		
1	Expectations C	entering Instruction on high	n expectations for	student achie	vement		0		
2	Instruction: De	mostrating effective teachi	ng practices				0		
3	DIfferentiation	: Recognizing individual stu	dent learning need	ds and develop	ing strategies to addr	ess those needs.	0		
4	Content Know	edge: Providing clear and in	ntentional focus or	n subject matt	er content and curricu	ılum.	0		
5	Learning Enviro	onment: Fostering and mar	aging a safe, posit	tive learning er	vironment.		0		
6	Assessment: U	sing multiple student data	elements to modif	fy instruction a	nd improve student le	earning.	0		
7	Families and C	ommunity: Communicating	and collaborating	with parents	and school community	/	0		
8	Professional Pr	actice: Exhibiting collabora	tive collegial pract	tices focused o	n improving instruction	onal practice and student			
	learning.						0		
						Total	0		
			Stude	nt Growth			Score		
3.1	Recognizing in Goal(s)	dividual student learning ne	eds and developir	ng strategies to	address those needs	. Establish Student Growth	0		
3.2	Recognizing in Growth Goal(s	dividual student learning ne	eds and developir	ng strategies to	address those needs	. Achievement of Student	0		
			andificing truetion	and impresses	tudant laarning and s	ritoria - Establish Student			
6.1	Growth Goal(s	student data elements to r)	nodity instruction	and improve s	tudent learning and c	riteria. Establish Student	0		
6.2	Using multiple Student Growt	student data elements to r h Goal(s)	nodify instruction	and improve s	tudent learning and c	riteria. Achievement of	0		
8.1		borative and collegial pract h Goals, Implement, and M		mproving instru	ictional practice and s	tudent learning. Establish	0		
						Total	0		
Criterion S	core 29-32	Proficient		Distinguish	ed]			
Criterion S	core 22-28	Proficient		Proficien		1			
	core 15-21	Basic		Basic		1			
Criterion S		Uns	atisfactory Plan of	f Improvement		1			
	ensive Chart	Student Growth	Student Gro	owth	Student Growth				
Criter	Criterion Score 0 Student Growth 0 Summative Rating Evaluator comments:								
The empl	oyee and adn	ninistrator have conferre	d on the type of	f evaluation t	o be used next year	and agreed on:			
Comp	rehensive		Focused			Plan of Improvement			
The empl	oyee's signati	ure below indicates his o	r her receipt of t	this evaluatio	n report only and d	loes not imply agreement.			
Teacher:			Administrator:			Date:			

Fill in shaded areas only



Name:

Year:

	CRITERIA AND COMPONENTS	Unsat	Basic	Prof	Dist
1	Centering instruction on high expectations for student achievement.	1	2	3	4
1.1	Establishing a culture for learning (2b)				
1.2	Communicating with students (3a)				
1.3	Engaging students in learning (3c)				
	Rationale/Evidence:			1	
2	Demonstrating effective teaching practices	1	2	3	4
2.1	Using questioning and discussion techniques (3b)				
2.2	Reflecting on teaching (4a)				
	Rationale/Evidence:				
3	Recognizing individual student learning needs and developing	1	2	3	4
	Recognizing individual student learning needs and developing strategies to address those needs.	1	2	3	4
3.1	Recognizing individual student learning needs and developing strategies to address those needs. Demonstrating knowledge of students (1b)	1	2	3	4
3.1	Recognizing individual student learning needs and developing strategies to address those needs. Demonstrating knowledge of students (1b) Demonstrating flexibility and responsiveness (3e)	1	2	3	4
	Recognizing individual student learning needs and developing strategies to address those needs. Demonstrating knowledge of students (1b)	1	2	3	4



Name:

Year:

	CRITERIA AND COMPONENTS	Unsat	Basic	Prof	Dist
4	Providing clear and intentional focus on subject matter content and curriculum.	1	2	3	4
4.1	Demonstrating knowledge of content and pedagogy (1a)				
4.2	Setting instructional outcomes (1c)				
4.3	Demonstrating knowledge of resources (1d)				
4.4	Designing coherent instruction (1e)				
	Rationale/Evidence:				
5	Fostering and managing a safe, positive learning environment.	1	2	3	4
5.1	Creating an environment of respect and rapport (2a)				
5.2	Manages classroom procedures (2c)				
5.3	Manages student behavior (2d)				
5.4	Organizes physical space (2e)				
	Using multiple student data elements to modify instruction and				
6	improve student learning.	1	2	3	4
6.1	Designing student assessments (1f)				
6.2	Using assessment in instruction (3d)				
6.3	Maintaining accurate records (4b)				
SG 6.1	Establish Student Growth Goal(s)				
SG 6.2	Achievement of Student Growth Goal(s)				
	Rationale/Evidence:				



Name: Year:

	CRITERIA AND COMPONENTS	Unsat	Basic	Prof	Dist
7	Communicating and collaborating with parents and the school community.	1	2	3	4
7.1	Communicating with families (4c)				
8	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	1	2	3	4
8.1	Participating in a professional community (4d)				
8.2	Growing and developing professionally (4e)				
8.3	Showing professionalism (4f)				
SG 8.1	Establish student growth goals, implement, and monitor growth				
	Rationale/Evidence:				

Name:	
School:	
Date:	



Focused Teacher Evaluation Form

Teacher name: Click here to enter text.	
Dates of observations:	Click here to enter text.
Washington State Criteria and Danielson Components:	Choose an item.
Student Growth Goal:	Choose an item.
Last Comprehensive Summative Performance Level:	Choose an item.
Summary of growth on focused area: (include student grow Click here to enter text.	yth information)
Signature/ name of administrator:	_ Click here to enter text.
Signature of teacher:	_ Click here to enter a date.

Kennewick School District Certificated Staff Evaluation

Evaluatee Name:	Evaluator Na	ame:				
Position:	Title:					
Building:	Observation	Dates/Times:				
Evaluation Criteria						
I. Instructional Skill – The Certificated classroom teacher demons skill in designing and conducting an instructional experience. 1. Plans instruction to achieve teacher selected objective 2. Delivers instruction toward teacher specified learner objectives 3. Monitors students progress and makes appropriate adjustments	strates, in his/he	r performance, a Satisfactory	unsatisfactory	_		
Comments:						
II. Classroom Management – The Certificated classroom teacher of knowledge and skill in organizing the physical/human elements in the 1. Organizes for routine detail 2. Creates a positive classroom climate 3. Maintains accurate records Comments:			Unsatisfactory			
	The Contidented	L alaaana ana taaa	h d	ha shilitu ta manas		
Handling of Student Discipline and Attendant Problems — the non-instruction human dynamics in the educational setting. Establishes and maintains order and discipline in the classroom Encourages students to develop courtesy, self-control, respect and Comments:	I responsibility	Satisfactory	Unsatisfactory			
IV. Interest in Teaching Pupils – The Certificated classroom teachindividual's unique background and characteristics. The certificated working with pupils.						
Demonstrates an interest in teaching and working with pupils Comments:		Satisfactory	Unsatisfactory	Not Observed		
V. Professional Preparation and Scholarship – The Certificated of a theoretical background and knowledge of the principles and method. Selects and implements instructional methods appropriate to the principles.	ds of teaching a	er exhibits, in hi nd a commitme Satisfactory	s/her performance, nt to education as a Unsatisfactory	a profession.		
taught and learning outcomes desired 2. Uses principles of learning as a basis for the design of learning ex Comments:	periences					
VI. Knowledge of Subject Matter		Satisfactory	Unsatisfactory	Not Observed		
Possesses academic background appropriate to the assigned grade Demonstrates an interest in the subject Comments:	e level or subjec		0	0		
VII. Efforts Toward Improvement When Needed		Satisfactory	Unsatisfactory	Not Observed		
Sets goals for improvement Demonstrates willingness to improve Comments:						
Date: Teacher						
Date: Administrator:						

Evaluatee			Evaluator							
Name:			Name:							
Position:			Title:							
Building:		Observation	n Dates/Times:							
CERTIFICATED SUPPORT PERSONNEL: Psychologist,	Speech	& Language	Pathologist, Occ	cupational Therapist, Physical Therapist, Vision Specialist, Sc	ocial Worke	r Evaluation	Criteria			
Knowledge, Preparation, and Scholarship in Special Field: T knowledge of theory and content in the special field, demonstrates	he specia an under	alist demonstr	ates a depth of	IV. The Specialist as a Professional: The specialist demonstrates demonstrates the specialist demonstrates the specialist demonstrates the specialist demonstrates demonst	strates aware	ness of his/her	limitations and			
about common school education at grade levels served, and demor	strates th	e ability to in	tegrate an area	strengths and attempts to improve & enhance competence.	Satisfactory	Uncaticfacto	ry Not Observed			
of specially into the total school setting.				1. Demonstrates awareness of responsibilities to students,						
			Not Observed	parents, & other educational personnel.	_	_	_			
 Demonstrates understanding of the basic principles of human growth and development. 				Demonstrates an interest in students & a positive attitude in working with students, staff, administration & parents.						
Demonstrates awareness of the law as it relates to areas of specialization.				Comments:						
3. Relates and applies knowledge, research findings, and theory										
deriving from the development of a program of services. Comments:				V. Involvement in Assisting Pupils, & Educational Perso competency in offering specialized assistance and initiative						
				services.	Satisfactory	Uncaticfacto	ry Not Observed			
II. Specialized Instructional Skills: The specialist demonstrates of designing and conducting specialized programs of prevention, inst Satis	ruction, r	emediation or	owledge) in evaluation. Not Observed	 Consults with other staff, school personnel & parents, concerning the development, coordination, and/or extension of services to those with special needs. 	Satisfactory		I Ooserved			
Designs and conducts a program providing specific and				2. Interprets characteristics and needs of students to parents,						
unique services within the individual's specific discipline. 2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.				staff, and community, in group and individual settings via oral and written communications.						
Demonstrates ability to administer assessment procedures or supervise those who will administer assessment procedures.				Comments:						
4. Demonstrates ability to assist teachers & administrators in				VI. Efforts Toward Improvement When Needed						
integrating specialized information into the curricular program.	_	_	_	•	Satisfactory	Unsatisfacto	ry Not Observed			
 Understands his/her specialized role, functions within its confines, and makes referrals where appropriate. 				1. Sets goals for improvement.						
6. Demonstrates ability to communicate through clear, prompt,				2. Demonstrates willingness to improve.						
& accurate reports. Comments:			<u>.</u>	Comments:						
III. Classroom Management/Management of Special & Techni demonstrates competency in managing and organizing the special essential to the specialized program. Satis 1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs 2. Demonstrates the use & an understanding of the limitations and restrictions of devices, materials & procedures. 3. Organizes, circulates, maintains & evaluates appropriate materials & information. 4. Effectively manages student behavior & activities within the the specialized environment.	materials	, equipment, a	specialist and environment Not Observed	My signature below indicates that I have seen this evalua agreement with the findings. Employee: Evaluator:	Date	not necessar				
Comments:						bj/e	j 9/01			

Evaluatee Name:			Evaluator Name:		Kennev	vick School Di	strict
Position:			Title:		Form: A	4-2	
Position:Building:				Dates/Times:			
LIBRARIAN EVALUATION CRITERIA				IV. The Librarian as a Professional: The librarian demonstra	les awarei	ness of his/her	· limitations and
I. Knowledge, Preparation, and Scholarship in Special Fiel	d: The librari	an demonstr	ates a depth and	strengths and attempts to improve and enhance competence.	cs unaici	1035 OT IIIS/IICI	immations and
breadth of knowledge of theory and content in the special field					utisfactory	Unsatisfacto	ory Not Observed
knowledge about common school education at grade levels ser				1. Demonstrates commitment to the concept of career-	oʻ		
integrate an area of specialty into the total school setting.			•	long professional growth by participation in workshops			
	atisfactory (Insatisfactor	y Not Observed	and seminars or graduate study.			
1. Demonstrates understanding of the basic principles of	o´		´ 🛮	2. Participates in professional activities.			
human growth and development.		_		3. Demonstrates an interest in students and a positive attitude,			Ō
2. Demonstrates awareness of the law as it relates to areas				in working with students, staff, administrators, and parents.	_	_	_
of specialization.	_	_	_	4. Demonstrates an awareness of professional strengths, needs,			
3. Relates and applies knowledge, research findings, and theory	v 🛮			and limitations.	_	_	-
deriving from the individual's specific discipline to the	, –	_	_	Demonstrates adaptability and accepts new ideas and method	к П		
development of a program of services.				2. Demonstrates adapted they and accepts now recess and memory	, -	_	_
				Comments:			
Comments:				V. Involvement in Assisting Pupils, Parents and Educationa	l Personi	nel· The librar	ian demonstrates
II. Specialized Instructional Skills: The librarian demonstrate	es competenc	y (skill & kr	owledge) in	competency in offering specialized assistance and initiative in i			
designing and conducting specialized programs.			5 ,	services.	, ,	,	0 1
	atisfactory (Jnsatisfactor	y Not Observed		itisfactory	Unsatisfacto	ory Not Observed
Utilizes reference tools to respond to questions from students and staff.	ם´			Established learning objectives consistent with the learning needs of students.	ٔ ۵		
2. Establishes systematic arrangement of materials				2. Provides appropriate learning experiences.			
providing easy access to the media collection.				3. Interprets library media program to staff and parents.			
Facilitates use of audio-visual equipment and technology.				4. Cooperates with staff in materials selection and curriculum		Ō	
4. Effectively instructs students in use of resources within the				development.			
library media center.				5. Understands curriculum content of grade levels served.			
5. Effectively manages student behavior and activities within				6. Communicates availability of resources to staff and parents.		ō	
the library media center.	_	_	_	or communicates availability of resources to stair and parents.	_	_	_
·				Comments:			
Comments:				VI. Efforts Toward Improvement When Needed			
					itisfactory	Unsatisfacto	ory Not Observed
III. Management of Library Media Center: The librarian de	monstrates co	ompetency i	n managing and	1. Sets goals for improvement.	ٔ ۵		
organizing the special materials, equipment, and environment	essential to th	ne specialize	d program.				
5	atisfactory l	Insatisfacto	y Not Observed	Demonstrates willingness to improve.			
1. Selects print and non-print material appropriate to the							
needs of students and staff.				Comments:			
2. Organizes, circulates, maintains, and evaluates the library							
media collection.							
Instructs and supervises the library staff.				My signature below indicates that I have seen this evaluation	n. It doe	s not necessar	rily indicate
4. Prepares and maintains a budget and delivers prompt and	Ō		Ō	agreement with the findings.			,
accurate reports.	_	_	_	agreement with the initiality.			
acturate reports				Employee:	Date	a•	
Comments:				Lilipioyee.	Date	"	
Volumens.							
				Postorio	n.		
				Evaluator:	Date	ž.	

Evaluatee Name: Position: Building:			Title:	Dates/Times:	Kennewi Form: A-	ck School Dis 3	trict
COUNSELOR EVALUATION CRITERIA							
I. Knowledge, Preparation, and Scholarship in Special Field: breadth of knowledge of theory and content in the special field; d				IV. The Counselor as a Professional: The counselor demonstrengths and attempts to improve & enhance competence.	strates awarei	ness of his/he	r limitations and
knowledge about common school education at grade levels served	d and demo	onstrates the	ability to		Satisfactory	Unsatisfactor	y Not Observed
integrate an area of specialty into the total school setting.			•	1. Demonstrates awareness of responsibilities to students,	ם í		· 🛮
Sati	sfactory l	Jnsatisfactor,	Not Observed	parents, and other educational personnel.			
Demonstrates understanding of the basic principles of human growth and development.				Demonstrates commitment to the concept of career-long professional growth by participation in workshops and			
Demonstrates awareness of the law as it relates to areas of specialization.				seminars or graduate study. 3. Demonstrates an interest in students and in working with			
Relates and applies knowledge, research findings, and theory deriving from the individual's specific discipline to the				students, staff, administrators, and parents. 4. Accepts and incorporates criticism and praise to develop			0
development of a program of services. Comments:				professionally. 5. Demonstrates adaptability and accepts new ideas and methods.	ods. 🛘		
where applicable. Sati 1. Designs and conducts a program providing specific and unique instruction and services appropriate to student needs. 2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student. 3. Demonstrates ability to administer assessment procedures or organize and prepare those who will administer assessment procedures. 4. Demonstrates ability to assist teachers and administrators in interpreting and integrating specialized information. 5. Understands his/her specialized role, functions within its confines. 6. Demonstrates ability to communicate through clear, prompt and accurate reports 7. Demonstrates awareness of professional and community resources and makes appropriate referrals.	isfactory t	Jnsatisfactor	/Not Observed	Consult with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those with special needs. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communication. Comments: VI. Efforts Toward Improvement When Needed	Satisfactory	Unsatisfactor	specialized y Not Observed
III. Classroom Management/Management of Special and Tec demonstrates competency in managing and organizing the special essential to the specialized program. Sat Selects or recommends materials, equipment, or evaluation tools appropriate to student needs. Demonstrates the use and an understanding of the limitations and restrictions of tests, devices, materials, and procedures. Organizes, circulates materials, and evaluates appropriate material and information.	l materials	, equipment, Jnsatisfactor	and environment y Not Observed	My signature below indicates that I have seen this evaluate agreement with the findings. Employee: Evaluator:	Date:	not necessari	·
Effectively manages student behavior and activities within the specialized environment. Comments:						bj/e	j 9/0 1

Letter Of Agreement

Kennewick School District / Kennewick Education Association
Agreement to Change a Provision(s) in the Collective Bargaining Agreement Related to a Particular Group(s)

Mid-Columbia Partnership (MCP) Online

The Kennewick School District and the Kennewick Education Association agree to provisions in this Letter Of Agreement (LOA) to replace language in the 2022-26 KEA/KSD Collective Bargaining Agreement (CBA) about overload provisions and working conditions for the MCP Online program.

Overload Provisions

For the purposes of overload, students with four core classes and one special will be considered the equivalent of one full-time student (1 "Student FTE"). Students with less than a full-time schedule and students whose schedule is divided between or among educators in the MCP Online program will be counted as .2 FTE for each class in which they are enrolled.

Based on class lists, the cumulative total of Student FTE will be calculated for each MCP Online educator to determine his or her overload, including special education students.

Overload for educators in the K-2, 3-5, and 6-8 grade bands will begin at the 31st cumulative Student FTE on class lists for educators teaching in a single grade level, and with the 29th cumulative Student FTE on class lists for educators teaching multiple grade levels. Fractional Student FTE will be included in these calculations and all fractional student FTE above the class limits will be paid at the appropriate fractional rate.

Working Conditions

To accommodate completion of weekly student and parent contacts required in Alternative Learning Experience (ALE) programs, MCP Online educators may complete off-site work one day per week on a rotating schedule.

Effective Dates

This LOA supersedes overload language for the MCP Online program in the 2022-26 CBA. These provisions go into effect the first day of the 2022-23 school year and, unless superseded by subsequent bargained agreements, remain in effect for the duration of the 2022-26 CBA.

Scope of Agreement

This LOA is not precedent-setting and applies only to employees of the Association who work in the MCP Online program. It does not modify provisions of the CBA other than those about the MCP Online Program.

For the Association:

Rob Woodford, President

Date: 8/31/22

Kennewick Education Association

For the District:

Doug Christensen, Associate Superintendent

Kennewick School District

Date: 8/31/22

Letter of Agreement

Kennewick School District / Kennewick Education Association
Agreement Related to Working Hours and Days for District-Level Instructional Coaches

Teachers On Special Assignment (TOSA)

The following district-level instructional coaches will occasionally need to adjust their works hours and days with their supervisor(s):

Positions Affected:

- · Facilitator Bilingual Literacy
- Language Development Coach
- Elementary Bilingual Literacy
- Secondary Bilingual Literacy
- GLAD Coach
- 6-12 STEM Specialist

The total number of hours and days will remain the 7.5 hour / 180-day contract as other Association members.

This Letter Of Agreement will be effective through the final day of the 2023-24 school year and will need to be voted on annually by the members of the TOSA group whom it affects.

Rob Woodford

President - Kennewick Education Association Date

Dr. Doug Christensen

Kennewick School District

Date

Letter Of Agreement

Kennewick School District / Kennewick Education Association
Agreements to Change Provisions in the Collective Bargaining Agreement Related to Particular Group(s)

District Counselors

To comply with changes in Washington State law based on the implementation of Substitute Senate Bill (SSB) 5030, the District and the Association agree to the following addenda to the 2022-26 Collective Bargaining Agreement (CBA).

Appropriate and Inappropriate Activities for Counselors

The following information about appropriate and inappropriate activities will require changes in counselors' working conditions.

- The District and Association agree to follow the State of Washington's guidelines about direct and indirect service for Comprehensive School Counseling Programs (CSCP) – i.e., the "80/20 language."
- Counselors, as appropriate, will play a collaborative role with other stake holders in student
 assistance, among them Individualized Education Programs (IEPs), 504 plans, Student Assistance
 Teams (SATs), plans for responses to interventions, Multi-Tiered Systems of Support (MTSS), and
 school attendance reviews. Examples of collaboration include brainstorming, group discussions, and
 advocating for the student.
- Counselors will not be assigned as clerical support or case managers/leads for IEPs, 504 plans, SATs, responses to interventions, MTSS, or school attendance reviews. Accordingly, counselors' compensation of 7.5 hours to work on 504 plans associated with Individual Health Plans, referenced on page 19 of the 2022-26 CBA, will be rescinded.
- Counselors will be given the option, but will not be required, to substitute for fellow educators.
 Covering classes when educators are absent and there are no subs may be required if the responsibility is equitably distributed and compensated.
- Counselors can't be assigned to supervise communal areas such as playground, hallways, lunchrooms, or other like areas unless these duties are equitably shared in a rotation with all certificated staff.
- An annual administrative conference will be held for administrators and counselors to discuss the
 comprehensive school counseling plan. Among issues discussed will be allocating the CSCP 80/20
 direct and indirect services, aligning supports with school improvement plan and addressing specific
 building needs.
- In emergencies, administrators may assign duties to counselors, with the understanding administrators' decisions will be subject to review by the District and Association.
- Administrators can't require counselors to perform administrative duties, including those related to directing or correcting fellow educators.
- Coordinating, administering, or proctoring State, District, National, AP, IB, BYU, or any other test is not a counseling duty.

Counselors and Multi-Tiered Systems of Support

To facilitate counselors' work in MTSS, the following changes will be implemented:

- The District and Association will use the American School Counselor Association (ASCA) position paper on MTSS to determine the role of counselors in the MTSS alignment.
- · Counselors will receive training for their role in MTSS.

- Tier I: interventions, in the form of classroom instruction, school-wide programming, and initiatives
- Tier II: interventions, including small-group and individual counseling, consultation and collaboration with school personnel, families, and community stakeholders
- Tier III: indirect student support services through consultation, collaboration, and facilitation of referrals
- Counselors will be provided training in evidence-based curriculum for use with MTSS supports.
- Counselors' data entry will be related to interventions in which they are involved and may include counseling-related documentation.
- Counselors' duties will not include school-wide data entry except in designated, short-term emergency situations, subject to agreement between District and building administrators and counselors.

Immediate Needs

- The District will conduct quarterly meetings between high school counselors and the IT Department Supervisor.
- The District will adopt technology to assist counselors in tracking their time.
- The District will provide counselor-specific programs at Focus on Instruction, during the half-day of educator-directed professional development and, as necessary, on other professional development days, based on agreement between counselors and administrators.
- The District will set aside specific times for counselors to meet in both overall and level-specific meetings.
- The District and a multi-level group of counselors, as determined by the Association, will develop level-specific flowcharts to guide counselors' work with and support for Tier III students with severe behavior issues.
- The District will provide guidelines for administrators and counselors to meet to clarify the roles of third-party providers in buildings.
- Buildings will hold regular meetings of building administrators and counselors to discuss building needs and support for students and families.
- After the 2023-24 school year, the District and Association will initiate discussions to align the counselors' evaluation form with the comprehensive school counseling plan.

Level-based Counselor-to-School Ratios

As enhanced counselor allocation funding is provided by the state, the District, and Association agree to implement the following level-based school counselor ratios for traditional schools:

Elementary School	Middle School	High School
1:1	3:1	5:1

The goal is to implement this ratio by the end of the current CBA, should enhanced counselor allocation funding be provided by the state.

Counselor-to-school ratios for non-traditional schools will be based on student FTE at a 1:350 ratio.

Counselor-to-Student Overload Ratios

The following building counselor-to-student ratios will be used to determine overload: elementary schools – 1:500, middle schools: 1:350, high schools: 1:350. Non-traditional schools – 1:350. Beginning in the 2024-25 school year and beyond, the elementary school ratio will be 1:475.

Overload based on counselor-to-student ratios will be determined by caseload counts on Nov. 1 and March 1.

Overload compensation will be 7.5 hours of pay, beginning with the first student beyond the ratio, and additional increments of 7.5 hours of pay for each additional 100 students beyond the first student.

Goals and Implementation

To the greatest extent possible, individual counselor caseloads should be evenly distributed at the building level.

Equitable distribution of student enrollment does not preclude buildings from having individual counselors serve unique populations in buildings – e.g., International Baccalaureate (IB) at Kennewick High School – and dividing all other students equitably.

Based on student enrollment at each building, counselor FTE may be shared across buildings. Based on exceptional circumstances, as determined by the District and Association, changes to FTE will take place just once, prior to each school year. The district may:

- add additional counselors in .2 FTE increments based on increases in student enrollment at individual buildings, or
- reallocate counselors in .2 FTE increments based on decreases in the student enrollment at individual buildings, or
- use part-time or traveling counselors to deal with increases or decreases in student enrollment at individual buildings.

If a traditional elementary school enrollment falls below 350 students, that building's counselor FTE may be less than 1.0 FTE, based on discussions between the counselor involved, the District and Association. If a traditional elementary school enrollment exceeds 600 students, counselor FTE may increase, based on circumstances and discussions between the District and Association.

Decreasing or increasing counselor FTE at middle schools and high schools will be subject to future negotiations.

All provisions of this Letter Of Agreement (LOA) will remain in effect for the full term of the 2022-26 Kennewick School District and Kennewick Education Association Collective Bargaining Agreement.

Rob Woodford

President - Kennewick Education Association

Date: 8/30/23

Dr. Doug)Christensen

Kennewick School District

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Letter Of Agreement

Kennewick School District / Kennewick Education Association
Agreements to Change Provisions in the Collective Bargaining Agreement Related to a Particular Group(s)

Elementary Resource Room Case Management

Building administrators will....

- provide 275 minutes of case management time, provided 20% of the 275 minutes/week is spent in direct contact with students (testing, meeting student needs, push-in, etc.)
- allow teacher flexibility to flip-flop case management time and prep time.
- · schedule case management daily, or once per week.
- pro-rate case management time for non-1.0 FTE teachers (i.e., 137.5 hours for a 0.5 FTE teacher).
- · manage scheduling, at the discretion of the educator.

If a resource room educator is unable to schedule case management time, the educator, a building administrator, and a Special Services administrator will have a collaborative problem-solving session.

If case management and prep time are chosen, student service delivery will not be disrupted.

Resource Room educators will only be allowed to substitute in other classrooms during their defined prep period.

Secondary Resource Room Case Management

Building administrator(s) and resource room educators will develop a timeline to implement a special education case management period that must be in place no later than the 2025-26 school year.

When a case management period is initiated, the class cap for overload will increase from 12 to 15 students.

All .75 FTE or higher resource room educators will have a case management period with an overload class size cap of 15. Minimum student contact time during case management periods will be equal to, or greater than, 20%.

Administrators will allow resource room educators the flexibility to swap scheduled case management and prep periods, based on student need.

Resource Room educators will only be allowed to substitute in other classrooms during their defined prep period.

Building administrators will distribute case management class periods throughout the master schedule to support more students.

Defining Case Management Responsibilities

The list below represents the case management responsibilities for elementary and secondary resource room educators in the Kennewick School District.

Case Management

- Making parent contacts for IEP development, services, and scheduling
- Scheduling and coordinating meetings
 - o Parent contacts, input
 - Collaboration w/admin and itinerants
 - Official invitations
 - Confirming meetings
 - o District-level staff
- Administering and scoring academic evaluations/re-evaluations
 - Completing Individual Documentation of Assessment Reports (IDARs)
- Writing and correcting IEPs
- Completing transition paperwork between levels invitations, Prior Written Notice (PWN), and amendments

- Preparing, modifying, distributing, and following up on student-specific materials for general education teachers (examples may include visual schedules, alternative work folders, manipulatives, incentives/reinforcement plans, scanned documents, social stories, and modified coursework.)
- · Developing data collection methods and forms, as well as collecting and analyzing data
- Reporting student progress
- Collaborating with general education teachers to improve special education student outcomes
- Creating certificated and classified schedules/calendars to fulfill required IEP minutes and SPED support
- Following up on the implementation of accommodations
- Responding to SPED student behavior(s)
- Reviewing historical student records
- Delivering Specially-Designed Instruction (SDI)
- Developing tutoring plans
- Monitoring student grades and following up, as necessary
- · Auditing student placement, minutes, schedules, and IEPs throughout the school year
- Authoring and fulfilling transition plans and aligning them with "High School and Beyond" plans (secondary schools only)
- · Training and collaborating with paraeducators

All provisions of this Letter of Agreement (LOA) will remain in effect for the full term of the 2022-26 Kennewick School District and Kennewick Education Association Collective Bargaining Agreement.

Rob Woodford

President - Kennewick Education Association

Date: 8130123

Dr. Doug Christensen

Kennewick School District

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Letter Of Agreement

Kennewick School District / Kennewick Education Association
Agreements to Change Provisions in the Collective Bargaining Agreement Related to a Particular Group(s)

Collective Bargaining Agreement Update

Below are language updates for the joint Kennewick Education Association/Kennewick School District collective bargaining agreement (CBA) intended to 1) reflect changes in the roles of elementary specialists when District boundaries change prior to the 2024-25 school year, and 2) replace language that expired at the end of the 2022-23 school year about overload for specific buildings.

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In consultation with their building administration, Sspecialists will be assigned in-building duties appropriate for certificated employees during the student day, from the start of the school day until their first class, and from the end of their last class to the end of the school day, except during their scheduled prep time.

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

If it becomes necessary to combine classes, specialists will be provided a stipend of \$500 per class above 25 or 29 for each combined class. Specialists will be required to teach only 25 or 29 classes, and oOverload language will be per class and include all students in the combined class. Student room assignments will be determined by building administration, in consultation with classroom teachers.

Beginning in the 2024-25 school year, additional specialist FTE may be reassigned from buildings with fewer than 20 specials sections to buildings with more than 25 specials sections (for schools with four specials) or 29 specials sections (for schools with five specials). Stand-alone Tier III specials are included in a building's sections total.

If a specialist is assigned to work in multiple buildings due to a lack of FTE at his or her original school, he or she will have the first right of refusal if his or her original position reverts to a 1.0 FTE and he or she is still working in the split staffing assignment.

If the specialist has accepted a full-time position in another building, he or she will be subject to contractual assignment and transfer rules to return to his or her original position.

Specialist Task Force

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

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

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

During the 2023-24 school year, a Specialist Task Force will convene no later than September 29, 2023, to address concerns of educators who will be subject to split staffing assignments, as described above.

All provisions of this Letter of Agreement (LOA) will remain in effect for the school years noted in the language changes.

Rob Woodford

President – Kennewick Education Association

Date: 8130123

Dr. Doug Christensen

Kennewick School District

Date: 8 /30/

Letter Of Agreement

Kennewick School District / Kennewick Education Association
Agreements to Change Provisions in the Collective Bargaining Agreement Related to a Particular Group(s)

Special Education Evaluation Pilot

The Kennewick School District and the Kennewick Education Association share an interest in providing effective and meaningful evaluation tools for Tier II and Tier III special education teachers.

During the 2023-24 school year, the District and Association will pilot a new evaluation tool for educators in the Tier II Autism, Tier III Behavior, and Tier III Lifeskills programs.

This pilot year will give the educators and their evaluators an opportunity to implement and improve the evaluation tool. The District will determine if an educator is included in the pilot.

If an educator involved in the pilot evaluation develops issues in the pilot program, he or she will return to the regular evaluation system.

Educators who participate in the pilot will not receive a Final Summative Evaluation below 3.

All provisions of this Letter of Agreement (LOA) will remain in effect during the 2023-24 school year.

Rob Woodford

President - Kennewick Education Association

Date: 8 130 / 23

Dr. Doug Christensen

Kennewick School District

Date: &



Between Kennewick School District and Kennewick Education Association

The Kennewick School ("District") has adopted the VEBA Health Reimbursement Plan ("Plan"). The District agrees to contribute to the Plan on behalf of all employees in the collective bargaining group ("Group") defined as eligible to pa pa

articipate in the Plan. Each eligible employee must submit a articipant and be eligible for benefits under the Plan.	completed and signed Enrollment Form to become a Pla
ne following selected contribution(s) shall be made duri	ng the term of this agreement:
MONTHLY CONTRIBUTIONS	personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.
[X] Mandatory Employee Contributions: The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to:	[] Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible(¹¹)) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180
.5% of pay for employees age 20-29 1.0% of pay for employees age 30-39 1.5% of pay for employees age 40-49	days of unused sick leave as of the effective date, not including any front loaded days.
2.0% of pay for employees age 50 to retirement Such contributions shall be calculated and contributed on a monthly basis and the employees salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer	[] Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement shall be eligible.
contributions.	NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours
[] Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.	accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave
LEAVE CASH-OUT CONTRIBUTIONS	which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all
[] Vacation Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.	cash rights that pertain to such excess sick leave. [] Other Contributions (Please specify the employee eligibility and current formula for determining the contribution):
[] Personal Leave Contributions: Eligibility for contributions is limited to employees who have accumulated <##> days of unused	
The term of this agreement shall be from September 1, 20	124 to August 31, 2025 ²⁾ .
Signed for the Kennewick Education Association	Date
monuellel	Date 2 28 24
Signed for the Kennewick School District	Date
(1) Employees whose employment contract exceeds 180 days may accru	

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



Between Kennewick School District and Kennewick Education Association

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

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

MONTHLY CONTRIBUTIONS	[X] Sick Leave Contributions – Annual: Eligibility for contributions
[] Mandatory Employee Contributions: The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to Amount which shall be calculated and contributed on a monthly basis and the employees salary shall be	on an annual basis is limited to employees who have accumulated 180 days (or more if eligible ⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.
reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.	[X] Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement shall be
[] Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused	eligible.
state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.	NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW
LEAVE CASH-OUT CONTRIBUTIONS	28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will
[] Vacation Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.	not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all
[] Personal Leave Contributions: Eligibility for contributions is	cash rights that pertain to such excess sick leave.
limited to employees who have accumulated <##> days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.	[] Other Contributions (Please specify the employee eligibility and current formula for determining the contribution):
The term of this agreement shall be from January 1, 2024 to	December 31, 2024 ²⁾ .
W W	12118123
Signed for the Kennewick Education Association	Date
Daug Chil	12 18 23
Signed for the Kennewick School District	Date •

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.
(2) The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).

August 31).



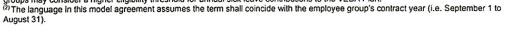
Between

Kennewick School District and Kennewick Education Association

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

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

MONTHLY CONTRIBUTIONS	[X] Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180
[] Mandatory Employee Contributions: The District and the Group	days (or more if eligible ⁽¹⁾) of unused sick leave. To be eligible during
agree that the Group's compensation package will be changed such	the term of this agreement, an employee must have earned at least 180
that eliqible employees shall receive additional benefits in the form of	days of unused sick leave as of the effective date, not including any
	front loaded days.
VEBA Plan contributions equal to <amount> which shall be calculated and contributed on a monthly basis and the employees salary shall be</amount>	Horit loaded days.
reduced in an equal amount. Such contributions shall be made on	[X] Sick Leave Contributions - Retirement or Separation from
behalf of all group employees defined as eligible and shall be	Service: Eligibility for contributions at retirement or separation from
	service is limited to employees who retire or separate from service with
considered and referred to as employer contributions.	sick leave cash-out rights during the term of this agreement shall be
[] Unused State Allocated Employee Benefit Dollars: Eligibility for	eligible.
	eligible.
contributions on a monthly basis is limited to employees with unused	NOTE: All leave cash out contributions on behalf of each eligible
state allocated employee benefit dollars to their credit after the pooling	
process has been completed in accordance with RCW 28A.400.270	employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with
and 28A.400.280. To be eligible during the term of the Plan, an	
employee must have unused state allocated employee benefit dollars	statute and District policy or procedure. For sick leave cash-outs, it is
during the term of this agreement.	understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW
LEAVE CACH OUT CONTRIBUTIONS	28A.400.210. If an employee eligible for such sick leave contribution
LEAVE CASH-OUT CONTRIBUTIONS	fails to sign and submit such agreement to the District, the District will
1 Vacation Leave Contributions - Retirement or Separation from	not make sick leave cash-out contributions to the Plan at any time
Service: Eligibility for contributions at retirement or separation from	during the term of this agreement, and any and all excess sick leave
service: Eligibility for contributions at retirement of separation from service with	which, in the absence of this agreement, would accrue to such
vacation leave cash-out rights during the term of this agreement.	employee during the term hereof shall be forfeited together with all
vacation leave cash-out rights during the term of this agreement.	cash rights that pertain to such excess sick leave.
[] Personal Leave Contributions: Eligibility for contributions is	cash rights that pertain to such execss sick leave.
limited to employees who have accumulated <##> days of unused	[] Other Contributions (Please specify the employee eligibility and
personal leave. To be eliqible, an employee must have unused	current formula for determining the contribution):
personal leave cash-out rights during the term of this agreement.	current formula for determining the contribution).
personal leave cash-out rights during the term of this agreement.	
The tarre of this agreement shall be from January 1, 200	22 to December 21, 20222)
The term of this agreement shall be from January 1, 202	13 to December 31, 2023".
W W	12120/22
Signed for the Kennewick/Education Association	Date
	17/- /2
hig the	12/20 /21
Signed for the Kennewick School District	Date /
(1) Employees whose employment contract exceeds 180 days may acc	
groups may consider a higher eligibility threshold for annual sick leave	contributions to the VEBA Plan.





Between Kennewick School District and Kennewick Education Association

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participant and be eligible for benefits under the Plan.	a completed and signed Enrollment Form to become a Fig
The following selected contribution(s) shall be made duri	ing the term of this agreement:
MONTHLY CONTRIBUTIONS	personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.
[X] Mandatory Employee Contributions: The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to: .5% of pay for employees age 20-29	[] Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible ⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any
1.0% of pay for employees age 30-39 1.5% of pay for employees age 40-49 2.0% of pay for employees age 50 to retirement	front loaded days. [] Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from
Such contributions shall be calculated and contributed on a monthly basis and the employees salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer	service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement shall be eligible.
contributions.	NOTE: All leave cash out contributions on behalf of each eligible
[] Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.	employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time
LEAVE CASH-OUT CONTRIBUTIONS	during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all
[] Vacation Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.	cash rights that pertain to such excess sick leave. [] Other Contributions (Please specify the employee eligibility and
[] Personal Leave Contributions: Eligibility for contributions is limited to employees who have accumulated <##> days of unused	current formula for determining the contribution):
The term of this agreement shall be from September 1, 2	2023 to August 31, 2024
	2/22/23
Signed for the Kennewick Education Association	Date 2/22/23
Signed for the Kennewick School District	Date /

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.
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Between Kennewick School District and Kennewick Education Association

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

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

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LEAVE CASH-OUT CONTRIBUTIONS

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

ĺ] Perso	nal Leave	Contribut	tions: Elig	ibility for	contribut	ions is
Ì	imited to	employees	who have	accumula	ted <##>	days of ı	unused

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

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

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[] Other Contributions (Please specify the employee eligibility and

current formula for determining the contribution): _

limited to employees who have accumulated <##> days of unused	· · · · · · · · · · · · · · · · · · ·
	•
The term of this agreement shall be from September 1, 2022	to August 31, 2023
La way	519122
Signed for the Kennewick Education Association	Date 5 / 9 / 22
Signed for the Kennewick School District	Date

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

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

1	dnois										
		1	2	3	4	5	9	10	15	20	25
	1	\$6,092	\$6,288	\$6,485	\$6,681	\$6,878	\$7,074	\$8,254	\$9,433	\$10,612	\$11,791
		0.15500	0.15998	0.16500	0.16998	0.17500	0.17998	0.21000	0.24000	0.27000	0.30000
	2	\$5,699	\$5,896	\$6,092	\$6,288	\$6,485	\$6,681	\$7,468	\$8,254	\$9,040	\$9,826
		0.14500	0.15000	0.15500	0.15998	0.16500	0.16998	0.19000	0.21000	0.23000	0.25000
	3	\$5,110	\$5,306	\$5,503	\$5,699	\$5,896	\$6,092	86,878	\$7,664	\$8,450	\$9,236
		0.13000	0.13500	0.14000	0.14500	0.15000	0.15500	0.17500	0.19500	0.21498	0.23498
and the same	4	\$4,716	\$4,913	\$5,110	\$5,306	\$5,503	\$5,699	\$6,485	\$7,271	\$8,057	\$8,843
		0.12000	0.12500	0.13000	0.13500	0.14000	0.14500	0.16500	0.18500	0.20498	0.22498
CAR V	5	\$4,323	\$4,519	\$4,716	\$4,913	\$5,110	\$5,306	85,896	\$6,485	\$7,074	\$7,664
		0.11000	0.11497	0.12000	0.12500	0.13000	0.13500	0.15000	0.16500	0.17998	0.19500
	9	\$3,930	\$4,126	\$4,323	\$4,519	\$4,716	\$4,913	\$5,503	\$6,092	\$6,681	\$7,271
		0.10000	0.10497	0.11000	0.11497	0.12000	0.12500	0.14000	0.15500	0.16998	0.18500
46-725K	7	\$3,537	\$3,734	\$3,930	\$4,126	\$4,323	\$4,519	\$4,913	\$5,306	\$5,699	\$6,092
_		0.09000	0.09500	0.10000	0.10497	0.11000	0.11497	0.12500	0.13500	0.14500	0.15500
377.68	8	\$2,751	\$2,948	\$3,144	\$3,341	\$3,537	\$3,734	\$4,126	\$4,519	\$4,913	\$5,306
		0.07000	0.07500	0.08000	0.08500	0.09000	0.09500	0.10497	0.11497	0.12500	0.13500
a legislar	6	\$2,357	\$2,555	\$2,751	\$2,948	\$3,144	\$3,341	\$3,537	\$3,734	\$3,930	\$4,126
		0.05997	0.06500	0.07000	0.07500	0.08000	0.08500	0.09000	0.09500	0.10000	0.10497
					CANADA SELECTION OF THE PERSON	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, TH	THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN	THE RESERVED THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN THE P	The state of the s	THE REAL PROPERTY AND PERSONS ASSESSED.	THE RESIDENCE AND ADDRESS OF THE PERSONS ASSESSED.

\$37,902 Group								7		
	1	2	3	4	2	9	10	15		25
	\$5,875	\$6,064	\$6,254	\$6,443	\$6,633	\$6,822	\$7,959	\$9,096	\$10,233	\$11,371
	0.15500	0.15998	0.16500	0.16998	0.17500	0.17998	0.21000	0.24000	0.27000	0.30000
7	\$5,492	\$5,681	\$5,871	\$6,060	\$6,250	\$6,439	\$7,196	\$7,954	\$8,711	\$9,470
	0.14500	0.15000	0.15500	0.15998	0.16500	0.16998	0.19000	0.21000	0.23000	0.25000
3	\$4,927	\$5,117	\$5,306	\$5,496	\$5,685	\$5,875	\$6,633	\$7,391	\$8,148	\$8,906
	0.13000	0.13500	0.14000	0.14500	0.15000	0.15500	0.17500	0.19500	0.21498	0.23498
4	\$4,545	\$4,735	\$4,924	\$5,114	\$5,302	\$5,492	\$6,250	\$7,007	\$7,764	\$8,521
	0.12000	0.12500	0.13000	0.13500	0.14000	0.14500	0.16500	0.18500	0.20498	0.22498
2	\$4,166	\$4,355	\$4,545	\$4,735	\$4,924	\$5,114	\$5,681	\$6,250	\$6,817	\$7,386
5	0.11000	0.11497	0.12000	0.12500	0.13000	0.13500	0.15000	0.16500	0.17998	0.19500
9	\$3,790	\$3,979	\$4,169	\$4,358	\$4,548	\$4,738	\$5,306	\$5,875	\$6,443	\$7,012
	0.10000	0.10497	0.11000	0.11497	0.12000	0.12500	0.14000	0.15500	0.16998	0.18500
	\$3,409	\$3,599	\$3,787	\$3,976	\$4,166	\$4,355	\$4,735	\$5,114	\$5,492	\$5,871
	0.09000	0.0960.0	0.10000	0.10497	0.11000	0.11497	0.12500	0.13500	0.14500	0.15500
8	\$2,653	\$2,843	\$3,032	\$3,222	\$3,411	\$3,601	\$3,979	\$4,358	\$4,738	\$5,117
	0.07000	0.07500	0.08000	0.08500	0.09000	0.09500	0.10497	0.11497	0.12500	0.13500
	\$2,273	\$2,464	\$2,653	\$2,843	\$3,032	\$3,222	\$3,411	\$3,601	\$3,790	\$3,979
	0.05997	0.06500	0.07000	0.07500	0.08000	0.08500	0.09000	0.09500	0.10000	0.10497

KEA Salary Schedule 2023-24

Base in the Contract For 2023-24

										BA+135/		
	1	BA		BA+15		BA+30	BA+45	B	A+90/MA	MA+45	M	A+90/DOC
0	\$	57,331	\$	58,880	\$	60,486	\$ 62,091	\$	68,734	\$ 73,895	\$	77,219
1	\$	58,106	\$	59,677	\$	61,298	\$ 62,979	\$	69,498	\$ 74,714	\$	78,016
2	\$	58,839	\$	60,422	\$	62,067	\$ 63,873	\$	70,270	\$ 75,466	\$	78,808
3	\$	59,597	\$	61,195	\$	62,858	\$ 64,721	\$	70,999	\$ 76,181	\$	79,605
4	\$	60,341	\$	62,010	\$	63,677	\$ 65,609	\$	71,762	\$ 76,978	\$	80,431
5	\$	61,109	\$	62,785	\$	64,470	\$ 66,511	\$	72,541	\$ 77,741	\$	81,257
6	\$	61,895	\$	63,534	\$	65,283	\$ 67,423	\$	73,339	\$ 78,470	\$	82,041
7	\$	63,282	\$	64,950	\$	66,716	\$ 68,969	4	74,829	\$ 80,075	\$	83,710
8	\$	65,312	5	67,065	s	68,879	\$ 71,320	\$	77,173	\$ 82,500	\$	86,278
9	\$	65,312	4	69,263	\$	71,165	\$ 73,694	\$	79,548	\$ 84,993	\$	88,887
10	\$	65,312	\$	69,263	\$	73,476	\$ 76,188	\$	82,041	\$ 87,561	\$	91,581
11	\$	65,312	\$	69,263	\$	73,476	\$ 78,756	\$	84,609	\$ 90,251	\$	94,351
12	\$	65,312	\$	69,263	\$	73,476	\$ 81,244	\$	87,281	\$ 93,015	\$	97,240
13	\$	65,312	\$	69,263	\$	73,476	\$ 81,244	\$	90,044	\$ 95,842	\$	100,192
14	\$	65,312	\$	69,263	\$	73,476	\$ 81,244	\$	92,888	\$ 98,869	\$	103,253
15	\$	65,312	\$	69,263	\$	73,476	\$ 81,244	\$	95,303	\$ 101,437	\$	105,943
16	\$	65,312	\$	69,263	\$	73,476	\$ 82,042	\$	99,993	\$ 106,058	\$	106,058
17	\$	65,312	\$	69,263	\$	73,476	\$ 82,042	\$	99,993	\$ 106,058	\$	106,058
18+	\$	65,312	\$	69,263	\$	73,476	\$ 83,593	\$	101,922	\$ 106,058	\$	106,058

Time in the Contract For 2023-24

			•				
0	\$2,230	\$2,290	\$2,352	\$2,415	\$2,673	\$2,874	\$3,003
1	\$2,260	\$2,321	\$2,384	\$2,449	\$2,703	\$2,906	\$3,034
2	\$2,288	\$2,350	\$2,414	\$2,484	\$2,733	\$2,935	\$3,065
3	\$2,318	\$2,380	\$2,444	\$2,517	\$2,761	\$2,963	\$3,096
4	\$2,347	\$2,412	\$2,476	\$2,551	\$2,791	\$2,994	\$3,128
5	\$2,376	\$2,442	\$2,507	\$2,587	\$2,821	\$3,023	\$3,160
6	\$2,407	\$2,471	\$2,539	\$2,622	\$2,852	\$3,052	\$3,190
7	\$2,461	\$2,526	\$2,595	\$2,682	\$2,910	\$3,114	\$3,255
8	\$2,540	\$2,608	\$2,679	\$2,774	\$3,001	\$3,208	\$3,355
9	\$2,540	\$2,694	\$2,768	\$2,866	\$3,094	\$3,305	\$3,457
10	\$2,540	\$2,694	\$2,857	\$2,963	\$3,190	\$3,405	\$3,561
11	\$2,540	\$2,694	\$2,857	\$3,063	\$3,290	\$3,510	\$3,669
12	\$2,540	\$2,694	\$2,857	\$3,159	\$3,394	\$3,617	\$3,782
13	\$2,540	\$2,694	\$2,857	\$3,159	\$3,502	\$3,727	\$3,896
14	\$2,540	\$2,694	\$2,857	\$3,159	\$3,612	\$3,845	\$4,015
15	\$2,540	\$2,694	\$2,857	\$3,159	\$3,706	\$3,945	\$4,120
16	\$2,540	\$2,694	\$2,857	\$3,191	\$3,889	\$4,124	\$4,124
17	\$2,540	\$2,694	\$2,857	\$3,191	\$3,889	\$4,124	\$4,124
18+	\$2,540	\$2,694	\$2,857	\$3,251	\$3,964	\$4,124	\$4,124

Kennewick KEA 2023-24 Actual Total Comp

	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$59,561	\$61,170	\$62,838	\$64,505	\$71,407	\$76,769	\$80,222
1	\$60,365	\$61,998	\$63,682	\$65,428	\$72,201	\$77,619	\$81,050
2	\$61,127	\$62,772	\$64,481	\$66,357	\$73,003	\$78,401	\$81,873
3	\$61,914	\$63,574	\$65,303	\$67,238	\$73,760	\$79,144	\$82,701
4	\$62,688	\$64,422	\$66,154	\$68,161	\$74,553	\$79,972	\$83,559
5	\$63,485	\$65,226	\$66,977	\$69,097	\$75,362	\$80,765	\$84,416
6	\$64,302	\$66,004	\$67,822	\$70,044	\$76,191	\$81,522	\$85,231
7	\$65,743	\$67,475	\$69,311	\$71,651	\$77,739	\$83,189	\$86,966
8	\$67,852	\$69,674	\$71,557	\$74,094	\$80,175	\$85,708	\$89,633
9	\$67,852	\$71,956	\$73,933	\$76,560	\$82,642	\$88,298	\$92,344
10	\$67,852	\$71,956	\$76,334	\$79,151	\$85,231	\$90,967	\$95,142
11	\$67,852	\$71,956	\$76,334	\$81,818	\$87,899	\$93,761	\$98,020
12	\$67,852	\$71,956	\$76,334	\$84,404	\$90,676	\$96,632	\$101,021
13	\$67,852	\$71,956	\$76,334	\$84,404	\$93,546	\$99,569	\$104,089
14	\$67,852	\$71,956	\$76,334	\$84,404	\$96,500	\$102,714	\$107,269
15	\$67,852	\$71,956	\$76,334	\$84,404	\$99,009	\$105,381	\$110,063
16	\$67,852	\$71,956	\$76,334	\$85,233	\$103,881	\$110,566	\$115,475
17	\$67,852	\$71,956	\$76,334	\$85,233	\$103,881	\$110,566	\$115,475
18+	\$67,852	\$71,956	\$76,334	\$86,844	\$105,886	\$112,700	\$117,706

23-24

BA +135/MA +45, 16/17 Years	\$384
BA+135/MA+45 18+ Years	\$2,518
M A+90/ DO C 16 Years	\$5,293
MA+90/DOC 17 Years	\$5,293
MA+90/DOC 18 Years	\$7,523

Hourly Rate

						BA+135/	MA+90/
	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	DOC
0	42.47	43.61	44.80	45.99	50.91	54.74	57.20
1	43.04	44.21	45.41	46.65	51.48	55.34	57.79
2	43.58	44.76	45.98	47.31	52.05	55.90	58.38
3	44.15	45.33	46.56	47.94	52.59	56.43	58.97
4	44.70	45.93	47.17	48.60	53.16	57.02	59.58
5	45.27	46.51	47.76	49.27	53.73	57.59	60.19
6	45.85	47.06	48.36	49.94	54.33	58.13	60.77
7	46.88	48.11	49.42	51.09	55.43	59.31	62.01
8	48.38	49.68	51.02	52.83	57.17	61.11	63.91
9	48.38	51.31	52.72	54.59	58.92	62.96	65.84
10	48.38	51.31	54.43	56.44	60.77	64.86	67.84
11	48.38	51.31	54.43	58.34	62.67	66.85	69.89
12	48.38	51.31	54.43	60.18	64.65	68.90	72.03
13	48.38	51.31	54.43	60.18	66.70	70.99	74.22
14	48.38	51.31	54.43	60.18	68.81	73.24	76.48
15	48.38	51.31	54.43	60.18	70.59	75.14	78.48
16	48.38	51.31	54.43	60.77	74.07	78.56	78.56
17	48.38	51.31	54.43	60.77	74.07	78.56	78.56
18+	48.38	51.31	54.43	61.92	75.50	78.56	78.56

Base in the Contract for 2022-23

	ВА	BA+15	BA+30	BA+45	BA+90 MA	BA+135 MA+45	MA+90 DOC
0	\$ 55,286	\$ 56,779	\$ 58,328	\$ 59,875	\$ 66,281	\$ 71,258	\$ 74,464
1	\$ 56,033	\$ 57,548	\$ 59,111	\$ 60,732	\$ 67,018	\$ 72,048	\$ 75,232
2	\$ 56,740	\$ 58,267	\$ 59,853	\$ 61,594	\$ 67,763	\$ 72,773	\$ 75,996
3	\$ 57,470	\$ 59,011	\$ 60,616	\$ 62,412	\$ 68,466	\$ 73,463	\$ 76,765
4	\$ 58,188	\$ 59,798	\$ 61,405	\$ 63,268	\$ 69,202	\$ 74,232	\$ 77,561
5	\$ 58,928	\$ 60,545	\$ 62,170	\$ 64,138	\$ 69,953	\$ 74,968	\$ 78,357
6	\$ 59,687	\$ 61,267	\$ 62,954	\$ 65,017	\$ 70,722	\$ 75,670	\$ 79,114
7	\$ 61,025	\$ 62,632	\$ 64,336	\$ 66,508	\$ 72,159	\$ 77,218	\$ 80,724
8	\$ 62,982	\$ 64,673	\$ 66,421	\$ 68,776	\$ 74,420	\$ 79,556	\$ 83,200
9	\$ 62,982	\$ 66,791	\$ 68,626	\$ 71,065	\$ 76,710	\$ 81,960	\$ 85,716
10	\$ 62,982	\$ 66,791	\$ 70,855	\$ 73,470	\$ 79,114	\$ 84,437	\$ 88,313
11	\$ 62,982	\$ 66,791	\$ 70,855	\$ 75,946	\$ 81,590	\$ 87,031	\$ 90,984
12	\$ 62,982	\$ 66,791	\$ 70,855	\$ 78,345	\$ 84,167	\$ 89,696	\$ 93,770
13	\$ 62,982	\$ 66,791	\$ 70,855	\$ 78,345	\$ 86,832	\$ 92,422	\$ 96,618
14	\$ 62,982	\$ 66,791	\$ 70,855	\$ 78,345	\$ 89,573	\$ 95,341	\$ 99,569
15	\$ 62,982	\$ 66,791	\$ 70,855	\$ 78,345	\$ 91,902	\$ 97,817	\$ 102,163
16	\$ 62,982	\$ 66,791	\$ 70,855	\$ 79,115	\$ 96,425	\$ 102,274	\$ 102,274
17	\$ 62,982	\$ 66,791	\$ 70,855	\$ 79,115	\$ 96,425	\$ 102,274	\$ 102,274
18+	\$ 62,982	\$ 66,791	\$ 70,855	\$ 80,611	\$ 98,286	\$ 102,274	\$ 102,274

"Time" in the Contract for 2022-23

	ВА	BA+15	BA+30	BA+45	BA+90 MA	BA+135 MA+45	MA+90 DOC
0	\$2,150	\$2,208	\$2,268	\$2,328	\$2,578	\$2,771	\$2,896
1	\$2,179	\$2,238	\$2,299	\$2,362	\$2,606	\$2,802	\$2,926
2	\$2,207	\$2,266	\$2,328	\$2,395	\$2,635	\$2,830	\$2,955
3	\$2,235	\$2,295	\$2,357	\$2,427	\$2,663	\$2,857	\$2,985
4	\$2,263	\$2,325	\$2,388	\$2,460	\$2,691	\$2,887	\$3,016
5	\$2,292	\$2,355	\$2,418	\$2,494	\$2,720	\$2,915	\$3,047
6	\$2,321	\$2,383	\$2,448	\$2,528	\$2,750	\$2,943	\$3,077
7	\$2,373	\$2,436	\$2,502	\$2,586	\$2,806	\$3,003	\$3,139
8	\$2,449	\$2,515	\$2,583	\$2,675	\$2,894	\$3,094	\$3,236
9	\$2,449	\$2,597	\$2,669	\$2,764	\$2,983	\$3,187	\$3,333
10	\$2,449	\$2,597	\$2,755	\$2,857	\$3,077	\$3,284	\$3,434
11	\$2,449	\$2,597	\$2,755	\$2,953	\$3,173	\$3,385	\$3,538
12	\$2,449	\$2,597	\$2,755	\$3,047	\$3,273	\$3,488	\$3,647
13	\$2,449	\$2,597	\$2,755	\$3,047	\$3,377	\$3,594	\$3,757
14	\$2,449	\$2,597	\$2,755	\$3,047	\$3,483	\$3,708	\$3,872
15	\$2,449	\$2,597	\$2,755	\$3,047	\$3,574	\$3,804	\$3,973
16	\$2,449	\$2,597	\$2,755	\$3,077	\$3,750	\$3,977	\$3,977
17	\$2,449	\$2,597	\$2,755	\$3,077	\$3,750	\$3,977	\$3,977
18+	\$2,449	\$2,597	\$2,755	\$3,135	\$3,822	\$3,977	\$3,977

KEA Actual Total Compensation for 2022-23

	ВА	BA+15	BA+30	BA+45	BA+90 MA	BA+135 MA+45	MA+90 DOC
0	\$57,436	\$58,987	\$60,596	\$62,203	\$68,859	\$74,029	\$77,360
1	\$58,212	\$59,786	\$61,410	\$63,094	\$69,624	\$74,850	\$78,158
2	\$58,947	\$60,533	\$62,181	\$63,989	\$70,398	\$75,603	\$78,951
3	\$59,705	\$61,306	\$62,973	\$64,839	\$71,129	\$76,320	\$79,750
4	\$60,451	\$62,123	\$63,793	\$65,728	\$71,893	\$77,119	\$80,577
5	\$61,220	\$62,900	\$64,588	\$66,632	\$72,673	\$77,883	\$81,404
6	\$62,008	\$63,650	\$65,402	\$67,545	\$73,472	\$78,613	\$82,191
7	\$63,398	\$65,068	\$66,838	\$69,094	\$74,965	\$80,221	\$83,863
8	\$65,431	\$67,188	\$69,004	\$71,451	\$77,314	\$82,650	\$86,436
9	\$65,431	\$69,388	\$71,295	\$73,829	\$79,693	\$85,147	\$89,049
10	\$65,431	\$69,388	\$73,610	\$76,327	\$82,191	\$87,721	\$91,747
11	\$65,431	\$69,388	\$73,610	\$78,899	\$84,763	\$90,416	\$94,522
12	\$65,431	\$69,388	\$73,610	\$81,392	\$87,440	\$93,184	\$97,417
13	\$65,431	\$69,388	\$73,610	\$81,392	\$90,209	\$96,016	\$100,375
14	\$65,431	\$69,388	\$73,610	\$81,392	\$93,056	\$99,049	\$103,441
15	\$65,431	\$69,388	\$73,610	\$81,392	\$95,476	\$101,621	\$106,136
16	\$65,431	\$69,388	\$73,610	\$82,192	\$100,175	\$106,621	\$111,355
17	\$65,431	\$69,388	\$73,610	\$82,192	\$100,175	\$106,621	\$111,355
18+	\$65,431	\$69,388	\$73,610	\$83,746	\$102,108	\$108,679	\$113,506

BA +135/MA +45, 16/17 Years	\$370
BA+135/MA+45 18+ Years	\$2,428
MA+90/DOC 16 Years	\$5,104
MA+90/DOC 17 Years	\$5,104
MA+90/DOC 18 Years	\$7,255

Aug 2022						
М	Т	W	Т	F		
1	2	3	4	5		
8	9	10	11	12		
15	16	17	18	19		
22	23	24	25	26		
29	30	31				

- 26 Staff Professional Day
- 29 Staff Professional Day30 Professional Day & Staff Welcome Back
- 31 First Day of School (ER K-5)

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

- 2 Early Release (9-12) 4 End of 1st Quarter (6-12)
- 10 Early Release (K-5) Report Card Prep 11 No School (K-12) Veteran's Day 18 End of 1st Trimester, Early Release-
- (K-8) Conferences
- 21 No School (K-12) Conferences 22 Early Release (K-8) Conferences 23 Early Release (K-12)
- 24-25 No School (K-12) Thanksgiving

	Feb 2023							
M	Т	W	Т	F				
		1	2	3				
6	7	8	9	10				
13	14	15	16	17				
20	21	22	23	24				
27	28	- 2						

- 8 Early Release (9-12)
- 17 Early Release (K-12) 20 No School (K-12) Presidents' Day

	May 2023						
M	Т	W	Т	F			
1	2	3	4	5			
8	9	10	11	12			
15	16	17	18	19			
22	23	24	25	26			
29	30	31					

- 10 Early Release (9-12) 26 No School (K-12) (Snow Make-up))
- 29 No School (K-12) Memorial Day

	Sep 2022						
M	Т	W	Т	F			
			1	2			
5	6	7	8	9			
12	13	14	15	16			
19	20	21	22	23			
26	27	28	29	30			

- 5 No School (K-12) Labor Day
- 14 Early Release (9-12) 23 No School (K-12) Staff Professional Day (Focus on Instruction)

	Dec 2022						
М	Т	W	٥T	F			
			1	2			
5	6	7	8	9			
12	13	14	15	16			
19	20	21	22	23			
26	27	28	29	30			

- 7 Early Release (9-12)
- 21 Early Release (K-12)
- 22- Jan. 3 No School (K-12) Winter

	N	lar 202	23	
M	Т	W	Т	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

29

30

31

28 1 Early Release (9-12)

27

- 10 Early Release (K-5), End of 2nd

- Trimester, Report Card Prep

 13 No School (K-12) (Snow Make-up)

 16-17 Early Release (K-5) Conferences

 24 No School (K-12) Professional Day
- 29 Early Release (9-12) 31 End of 3rd Quarter (6-12)

Jun 2023					
М	Т	W	Т	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

- 2 Early Release (K-5) Report Card Prep 10 Class of 2023 Graduation 12-14 High School Finals

- 14 Early Release (K-12)- Last Day of School

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

Oct 2022

- 14 No School for Kindergarten Students21 No School (K-12) Staff Professional Day

Jan 2023					
M	Т	W	Т	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

- 2-3 No School (K-12) Winter Break 4 First Day Back from Break (ER K-5) 11 Early Release (9-12) 16 No School (K-12) MLK Jr. Day 20 Mid-Trimester (K-5)

- 25-27 High School Finals 27 End of 1st Semester- Early Release (6-12)

Apr 2023					
M	Т	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

- 3-7 No School (K-12) Spring Break
- 28 Mid-Trimester (K-5)

Jul 2023				
М	Т	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Aug 2023					
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

- 24 Staff Professional Day 28 Staff Professional Day
- 29 Professional Day & Staff Welcome Back 30 First Day of School (ER K-8)

Nov 2023					
M	Т	W	Т	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

- 1 Early Release (9-12) 3 End of 1st Quarter (6-12)
- 9 Early Release (K-5) Report Card Prep

- 10 No School (K-12) Veteran's Day 20 No School (K-12) Conferences 21 Early Release (K-8) Conferences 22 Early Release (K-12) 23-24 No School (K-12) Thanksgiving 30 End of 1st Trimester

Feb 2024				
M	Т	W	Т	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	-

- 7 Early Release (9-12)
- 16 Early Release (K-12) 19 No School (K-12) Presidents' Day
- 28 Early Release (9-12)

May 2024						
М	Т	W	T	F		
		1	2	3		
6	7	8	9	10		
13	14	15	16	17		
20	21	22	23	24		
27	28	29	30	31		

- 8 Early Release (9-12) 24 No School (K-12) (Snow Day Make-
- 27 No School (K-12) Memorial Day

Sep 2023					
М	Т	W	Т	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

- 4 No School (K-12) Labor Day 13 Early Release (9-12) 22 No School (K-12) Staff
- Professional Day (Focus on Instruction)

Dec 2023					
M	Т	W	Т	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

- 6 Early Release (9-12) 20 Early Release (K-12) 21-29 No School (K-12) Winter Break

Oct 2023						
M	Т	W	T	F		
2	3	4	5	6		
9	10	11	12	13		
16	17	18	19	20		
23	24	25	26	27		
30	31					

- 13 Mid-Trimester (K-5)
 13 No School for Kindergarten Students
- 20 No School (K-12) Staff Professional Day

Jan 2024						
M	Т	W	T	F		
1	2	3	4	5		
8	9	10	11	12		
15	16	17	18	19		
22	23	24	25	26		
29	30	31				

- 1-2 No School (K-12) Winter Break
- 10 Early Release (9-12) 15 No School (K-12) MLK Jr. Day
- 24-26 High School Finals
- 26 Mid-Trimester (K-5) 26 End of 1st Semester Early Release (6-12)

	Mar 2024						
M	T	W	Т	F			
				1			
4	5	6	7	8			
11	12	13	14	15			
18	19	20	21	22			
25	26	27	28	29			

- 8 Early Release (K-5), End of 2nd
- Trimester, Report Card Prep 11 No School (K-12) (Snow Make-up) 14-15 Early Release (K-5) Conferences 22 No School (K-12) Professional Day 27 Early Release (9-12)
- 29 End of 3rd Quarter (6-12)

Apr 2024					
M	Т	W	Т	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

1-5 No School (K-12) Spring Break 26 Mid-Trimester (K-5)

Jun 2024					
M	Т	W	Т	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

- 7 Early Release (K-5) Report Card Prep
- 8 Class of 2023 Graduation
- 10-12 High School Finals 12 Early Release (K-12) Last Day of
- School (30 days) (44 days)

	Jul 2024						
М	Т	W	Т	F			
1	2	3	4	5			
8	9	10	11	12			
15	16	17	18	19			
22	23	24	25	26			
29	30	31					

	Aug 2024						
M	Т	W	Т	F			
			1	2			
5	6	7	8	9			
12	13	14	15	16			
19	20	21	22	23			
26	27	28	29	30			

- 22 Staff Professional Day
- 26 Staff Professional Day 27 Professional Day & Staff Welcome Back
- 28 First Day of School (ER K-8)

Nov 2024					
M	Т	W	Т	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

- 1 End of 1st Quarter (6-12) (45 days) 8 Early Release (K-5) Report Card Prep 11 No School (K-12) Veteran's Day
- 22 Early Release (K-8) Conferences, End of 1st Trimester,
- 25 No School (K-12) Conferences
- 26 Early Release (K-8) Conferences (30 days)
- 27 Early Release (K-12) 28-29 No School (K-12) Thanksgiving

Feb 2025						
M	Т	W	Т	F		
3	4	5	6	7		
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		

- 5 Early Release (9-12) 14 Early Release (K-12) 17 No School (K-12) Presidents' Day 28 No School (K-12) Professional Day

May 2025					
M	Т	W	Т	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

- 7 Early Release (9-12)
- 23 No School (K-12) (Snow Day Make-
- 26 No School (K-12) Memorial Day

	Sep 2024						
M	Т	W	Т	F			
2	3	4	5	6			
9	10	11	12	13			
16	17	18	19	20			
23	24	25	26	27			
30							

- 2 No School (K-12) Labor Day
- 11 Early Release (9-12)
 20 No School (K-12) Staff
 Professional Day (Focus on Instruction)

	Dec 2024						
M	T	W	T	F			
2	3	4	5	6			
9	10	11	12	13			
16	17	18	19	20			
23	24	25	26	27			
30	31						

- 4 Early Release (9-12) 23-31 No School (K-12) Winter Break

Oct 2024					
M	Т	W	Т	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

- 2 Early Release (9-12)
- 11 Mid-Trimester (K-5)
 11 No School for Kindergarten Students
- 18 No School (K-12) Staff Professional Day 30 Early Release (9-12)

Jan 2025					
M	T	W	Т	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

- 1-3 No School (K-12) Winter Break
- 15 Early Release (9-12) 20 No School (K-12) MLK Jr. Day
- 22-24 High School Finals 24 Mid-Trimester (K-5)
- 24 End of 1st Semester Early Release (6-12)

Mar 2025						
M	T	W	Т	F		
3	4	5	6	7		
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		
31						

- 5 Early Release (9-12) 7 Early Release (K-5), End of 2nd Trimester, Report Card Prep 17 No School (K-12) (Snow Make-up) 19 Early Release (9-12)
- 20-21 Early Release (K-5) Conferences 28 End of 3rd Quarter (6-12)
- 31 No School (K-12) Spring Break

	Jun 2025							
M	Т	W	Т	F				
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20				
23	24	25	26	27				
30								

- 6 Early Release (K-5) Report Card Prep
- 7 Class of 2023 Graduation
- 10-12 High School Finals 12 Early Release (K-12) Last Day of

Apr 2025					
M	Т	W	Т	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

1-4 No School (K-12) Spring Break 25 Mid-Trimester (K-5)

Jul 2025					
M	Т	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

Aug 2025					
M	Т	W	Т	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

- 21 Staff Professional Day
- 25 Staff Professional Day
- 26 Professional Day & Staff Welcome Back
- 27 First Day of School (ER K-8)

M	Т	W	Т	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

- 26 No School (K-12) Staff
- Professional Day (Focus on Instruction)

Nov 2025				
M	Т	W	Т	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- 7 Early Release (K-5) Report Card Prep 11 No School (K-12) Veteran's Day 21 End of 1st Trimester, Early Release- (K-

- 8) Conferences 24 No School (K-12) Conferences
- 25 Early Release (K-8) Conferences 26 Early Release (K-12)
- 27-28 No School (K-12) Thanksgiving

	Dec 2025						
M	Т	W	Т	F			
1	2	3	4	5			
8	9	10	11	12			
15	16	17	18	19			
22	23	24	25	26			
29	30	31					

- 10 Early Release (9-12) 22-31 No School (K-12) Winter Break

Feb 2026						
M	Т	W	Т	F		
2	3	4	5	6		
9	10	11	12	13		
16	17	18	19	20		
23	24	25	26	27		

- 4 Early Release (9-12)

- 13 Early Release (K-12) 16 No School (K-12) Presidents' Day 27 No School (K-12) Professional Day

Mar 2026						
M	Т	W	T	F		
2	3	4	5	6		
9	10	11	12	13		
16	17	18	19	20		
23	24	25	26	27		
30	31					

- 4 Early Release (9-12)
- 13 Early Release (K-5), End of 2nd
- Trimester, Report Card Prep 16 No School (K-12) (Snow Make-up)
- 19-20 Early Release (K-5) Conferences
- 18 Early Release (9-12) 27 End of 3rd Quarter (6-12)
- 30-31 No School (K-12) Spring Break

	May 2026					
M	Т	W	Т	F		
				1		
4	5	6	7	8		
11	12	13	14	15		
18	19	20	21	22		
25	26	27	28	29		

- 6 Early Release (9-12)
- 22 No School (K-12) (Snow Day Make-up) 25 No School (K-12) Memorial Day
- M W F T T 2 1 3 8 9 10 11 12 15 16 17 18 19 22 23 24 26 25 29 30
 - 3 Early Release (K-5) Report Card Prep
 - 6 Class of 2023 Graduation
 - 9-11 High School Finals 11 Early Release (K-12) Last Day of

Oct 2025				
M	Т	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

- 10 Mid-Trimester (K-5)
- 10 No School for Kindergarten Students
 24 No School (K-12) Staff Professional Day
- 29 Early Release (9-12) 31 End of 1st Quarter (6-12)

Jan 2026					
M	Т	W	Т	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

- 1-2 No School (K-12) Winter Break
- 14 Early Release (9-12) 19 No School (K-12) MLK Jr. Day
- 21-23 High School Finals 23 End of 1st Semester Early Release (6-12) 23 Mid-Trimester (K-5)

	Apr 2026					
M	Т	W	Т	F		
		1	2	3		
6	7	8	9	10		
13	14	15	16	17		
20	21	22	23	24		
27	28	29	30			

1-3 No School (K-12) Spring Break

Jul 2026					
M	Т	W	Т	F	
	TANA DE LA CALLANTA D	1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

F

2

9

16

23

30

Aug 2026				
M	Т	W	Т	F
3	4	5	6	7
10	11	12	13	14
17	18	. 19	20	21
24	25	26	27	28
31				

F

6

13

20

27

27 Staff Professional Day 31 Staff Professional Day

T

10

17

24

W

11

18

25

4 Early Release (9-12) 6 End of 1st Quarter (6-12) 11 No School (K-12) Veteran's Day

13 Early Release (K-5) Report Card Prep 20 Early Release- (K-8) Conferences 23 No School (K-12) Conferences

24 Early Release (K-8) Conferences 25 Early Release (K-12) 26-27 No School (K-12) Thanksgiving

5

12

19

26

M

9

16

23

Sep 2026					
M	Т	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

1 Professional Day & Staff Welcome

Z First Day Of	SCHOOL (EK K-0)
7 No School	(K-12) - Labor Day
	10 101

¹⁶ Early Release (9-12) 25 No School (K-12) - Staff Professional Day (Focus on Instruction)

30	Early	Release	(9-12)
----	-------	---------	--------

Dec 2026					
M	T	W	Т	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

⁴ End of 1st Trimester - Early Release

Jan 2027					
M	Т	W	Т	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

¹ No School (K-12) Winter Break

M

5

12

19

26

T

13

20

27

16 Mid-Trimester (K-5)

W

7

14

21

28

23 No School (K-12) Staff Professional Day

9 No School for Kindergarten Students

T

1

15

22

29

Feb 2027					
M	T	W	Т	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	

3 Early Release (9-12)

12 Cally Release (N-	12)
15 No School (K-12)	Presidents' Day
26 No School (K-12)	Professional Day

May 2027				
M	Т	W	Т	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

	Mar 2027				
M	Т	W	Т	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

³ Early Release (9-12)

Jun 2027				
M	Т	W	Т	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

⁴ Early Release (K-5) Report Card Prep

	Apr 2027				
M	Т	W	Т	F	
	-		1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

2 End of 3rd Quarter (6-12) 5-9 No School (K-12) Spring Break

26

27

Jul 2027				
Т	W	Т	F	
		1	2	
6	7	8	9	
13	14	15	16	
20	21	22	23	
	6	6 7 13 14	1 1 6 7 8 13 14 15	

28

29

30

⁽⁶⁻¹²⁾ 9 Early Release (9-12)

²¹⁻³¹ No School (K-12) Winter Break

¹³ Early Release (9-12)

¹⁸ No School (K-12) MLK Jr. Day 27-29 High School Finals 29 End of 1st Semester - Early Release (6-12) 29 Mid-Trimester (K-5)

⁷ Mid-Trimester (K-5)
12 Early Release (9-12)
28 No School (K-12) (Snow Day Make-up)
31 No School (K-12) Memorial Day

¹² Early Release (K-5), End of 2nd

Trimester, Report Card Prep 18-19 Early Release (K-5) Conferences

²² No School (K-12) (Snow Make-up) 31 Early Release (9-12)

¹² Class of 2023 Graduation 15-17 High School Finals

¹⁷ Early Release (K-12) - Last Day of School (30 days)

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